



Headquarters
New Zealand Defence Force
Defence House
Private Bag 39997
Wellington Mail Centre
Lower Hutt 5045
New Zealand

OIA-2026-5833

30th July 2026

[REDACTED]

Dear [REDACTED]

I refer to your email of 4 June 2026 requesting, under the Official Information Act 1982 (OIA), the following information concerning the Deed of Indemnity for a Starshield subscription:

- *The business case (in any and all forms, prelim, detailed, implementation)*
- *The briefing noted above*
- *A summary of the liability, sovereignty, operational-security, contractual, and/or national-security concerns discussed re using Starshield*
- *The substantive communications between Defence decisionmakers on Starshield with each other about using Starshield*
- *The substantive communications between Defence decisionmakers on Starshield with the US government about using Starshield*

A copy of the briefing and business case (being the same document) is provided at Enclosure One. The enclosures to this document are withheld in full in accordance with sections 6(a) and 6(b)(i) of the OIA. Where indicated: information concerning capability or partner nations is withheld in accordance with section 6(a) of the OIA; personal information is withheld in accordance with section 9(2)(a) of the OIA; information to protect negotiations is withheld in accordance with section 9(2)(j) of the OIA; and, signatures of New Zealand Defence Force (NZDF) personnel are withheld in accordance with section 9(2)(k) of the OIA.

A copy of correspondence between NZDF personnel concerning the acquisition of a Starshield subscription is provided at Enclosure Two. Where indicated: personal information is withheld in accordance with section 9(2)(a) of the OIA; some advice and future considerations, including the names of those providing it, are withheld in accordance with section 9(2)(g)(i) of the OIA; and information for internal staff use is withheld in accordance with section 9(2)(k) of the OIA.

Correspondence between the NZDF and the United States government is withheld in full in accordance with sections 6(a) and 6(b)(i) of the OIA.

You have the right, under section 28(3) of the OIA, to ask an Ombudsman to review this response to your request. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Please note that responses to official information requests are proactively released where possible. This response to your request will be published shortly on the NZDF website, with your personal information removed.

Yours sincerely

GA Motley

Brigadier

Chief of Staff HQNZDF

Enclosures:

1. Business Case: Deed of Indemnity for the New Zealand Defence Force's Request Starshield Global Access Subscription (NZ-D-GBO)
2. NZDF correspondence



NEW ZEALAND DEFENCE FORCE

SUBMISSION TO MINISTER COVER SHEET

Title	BUSINESS CASE: DEED OF INDEMNITY FOR THE NEW ZEALAND DEFENCE FORCE'S REQUEST STARSHIELD GLOBAL ACCESS SUBSCRIPTION (NZ-D-GBO)				
Tracking No	NZDF Tracking # 2025-330		Minister's Tracking #		
Importance of the Issue	High	√	Moderate		Routine
Urgency for Attention/Sign-off	NOT URGENT		Request ministerial response by: 12 Dec 2025		
Contacts	CDRE Maxine Lawes	Tel:	s. 9(2)(a)	A/H:	s. 9(2)(a)
Purpose	This note sets out the business case supporting a request for the Minister to grant an indemnity in favour of the Government of the United States of America under section 65ZD of the Public Finance Act 1989 for provision of a Starshield Global Access subscription				
Recommendations	<p>It is recommended that the Minister:</p> <ul style="list-style-type: none"> a. Note that approval of the business case falls within the delegated criteria set by the Prime Minister. b. Note that the New Zealand Defence Force has a requirement for Starshield Global Access subscription ("the Deliverables"). c. Note that the Deliverables are available for procurement from the Government of the United States of America through the Foreign Military Sales programme. d. Note that procurement of the Deliverables through the Foreign Military Sales programme is the only option available. e. Note that an indemnity must be granted in favour of the Government of the United States of America in order for the New Zealand Defence Force to procure any Deliverables through the Foreign Military Sales programme. f. Note that the indemnity is within the categories of indemnity that the Minister can grant under section 65ZD of the Public Finance Act 1989, and that it is necessary or expedient in the public interest that the indemnity is granted. g. Agree to grant the indemnity in favour of the Government of the United States of America. h. Sign the enclosed Deed of Indemnity by 12 December 2025. 				
MoD/NZDF Consultation	Not required: NZDF matter only.				
Minister's Comments					
Minister's Action	Signed/Noted/Agreed/Approved/Declined/Discussion required				
	Referred to:				
Minister's Signature				Date:	

s. 9(2)(k)

BRIG
COS

T DAVIES
Air Marshal
Chief of Defence Force

5R
December 2025



Headquarters
New Zealand Defence Force
Defence House
Private Bag 39997
Wellington Mail Centre
Lower Hutt 5045
NEW ZEALAND

NTM 2025-330

5 December 2025

Minister of Defence

BUSINESS CASE: DEED OF INDEMNITY FOR THE NEW ZEALAND DEFENCE FORCE'S REQUEST STARSHIELD GLOBAL ACCESS SUBSCRIPTION (NZ-D-GBO)

Purpose

1. This Note sets out a business case supporting a request for you to grant an indemnity in favour of the Government of the United States of America (USA) under section 65ZD of the Public Finance Act 1989. The subject and value of the indemnity is:
 - a. NZ-D-GBO for Starshield Global Access subscription. s. 9(2)(j) [REDACTED].

Authority

2. In accordance with a letter from the Prime Minister to the Minister of Finance and Minister of Defence dated 6 March 2024, the Minister of Defence (hereafter 'the Minister') was authorised to be responsible for the administration of section 65ZD of the Public Finance Act 1989 for four categories of activity:
 - a. Category One - Participation of New Zealand Defence Force (NZDF) or Ministry of Defence personnel in operations, exercises, training and activities with any other nation or an international body or bodies.
 - b. Category Two - Acquisition by the NZDF or the Ministry of Defence of military equipment and services from any other nation or nations or an international body or bodies.
 - c. Category Three - Acquisition by the NZDF or the Ministry of Defence of equipment and services essential for national security, operations and operational readiness.
 - d. Category Four - Tug, tow and pilotage of NZDF ships.
3. The Minister is empowered to grant indemnities for the NZDF and the Ministry of Defence in relation to the above categories.
4. In accordance with section 65ZD of the Public Finance Act 1989, the Minister is only to grant an indemnity where it is necessary or expedient in the public interest to do so. For the reasons contained in this Note, it is considered necessary or expedient in the public interest for the Minister to grant the following requested indemnity.

Background Facts

5. The NZDF has identified the need for a six-month trial of Starshield Global Access (SGA) to test the use of Assured Low Earth Orbit satellite capability. This provides a secure military grade of the Starlink commercial satellite internet service. It features additional cryptographic capability to host classified payloads and process data securely. s. 6(a)

6. s. 6(a)

The Starshield Global Access subscription can only be procured from the United States Government.

7. s. 6(a)

8. It is a standard requirement of the USA Foreign Military Sales programme that a purchaser grant an indemnity to the Government of the USA. The indemnity sought for the Deliverables is in relation to the acquisition by the NZDF of equipment and services essential for national security, operations and operational readiness from the Government of the USA, and fits into category three at para 2c.

9. The standard terms and conditions clauses in the Letter of Offer and Acceptance containing the indemnity are as follows:

3. *Indemnification and Assumption of Risks*

3.1 *The Purchaser recognizes that the United States Government will procure and furnish the items described in this Letter of Offer and Acceptance on a non-profit basis for the benefit of the Purchaser. The Purchaser therefore undertakes to indemnify and hold the United States Government, its agents, officers, and employees harmless from any and all loss or liability (whether in tort or in contract) which might arise in connection with this Letter of Offer and Acceptance because of:*

3.1.1 *Injury to or death of personnel of the Purchaser or third parties,*

3.1.2 *Damage to or destruction of (a) property of the Department of Defence furnished to the Purchaser or Suppliers specifically to implement this Letter of Offer and Acceptance, (b) property of the Purchaser (including the items ordered by the Purchaser pursuant to this Letter of Offer and Acceptance, before or after passage of title to the Purchaser), or (c) property of third parties, or*

3.1.3 *Infringement or other violations of intellectual property or technical data rights.*

3.2 *Subject to express, special contractual warranties obtained for the Purchaser, the Purchaser agrees to relieve the contractors and subcontractors of the United States Government from liability for, and will assume the risk of loss or damage to:*

- 3.2.1 *The Purchaser's property (including items procured pursuant to this Letter of Offer and Acceptance, before or after passage of title to Purchaser), and*
- 3.2.2 *Property of the Department of Defence furnished to suppliers to implement this Letter of Offer and Acceptance, to the same extent that the United States Government would assume for its property if it were procuring for itself the items being procured.*

10. The Government of the USA will not negotiate removal or amendment of these indemnities. If the NZDF is to purchase the Deliverables from the USA through its Foreign Military Sales process, the indemnity will have to be accepted and granted.

Cost (Exposure/Risk)

11. The terms of the indemnity do not include a limit on liability under the indemnity. However, the NZDF does not consider liability under the indemnity would exceed \$10 million (see para 20 below) as the six-month trial of Starshield Global Access provides no physical increase to the NZDF's risk. In addition, the NZDF has high confidence in the quality of these Deliverables. In these circumstances, it is unlikely to result in a loss which would exceed \$10 million.

12. In practice, there is no material increase to the NZDFs risk exposure. The indemnity will only apply where there is damage or loss caused to third parties by a failure by the Government of the USA in providing the Deliverables, where there is no contributing failure by the NZDF.

13. Without the Deliverables covered in this letter of Offer and Acceptance, NZDF would have fewer satellite communications options to conduct operations, s. 6(a)

14. The risk of a failure in the Deliverables causing loss is managed by the NZDF using the following mitigation strategies:

- a. The Deliverables provided are sourced from the Government of the USA.
- b. The Government of the USA will furnish or procure the Deliverables under the same terms and conditions, and employ the same contract clauses, and the same quality and audit inspection procedures as would be used in procuring the Deliverables for themselves.
- c. The NZDF has high confidence in the Deliverables and the USA as a supplier.
- d. The NZDF considers its procedures will prevent the Deliverables provided by the Government of the USA from being a single point of failure that would cause a significant event.

15. The likelihood of an event causing damage as a result of the Deliverables is therefore considered very low.

Benefit - Necessary or Expedient in the Public Interest

16. The benefits exceed the risk exposure presented by the indemnity and justify the granting of the indemnity.
17. The benefit of accepting the indemnity is that Assured satellite communications (SATCOM) features higher degrees of security for data transfer and often includes an agreed level of access or service. The use of Assured SATCOM solutions is particularly prudent where the environmental and/or operational risk is higher.
18. The NZDF cannot procure the deliverables from any another supplier. The additional benefits of procuring from the Government of USA are:
- a. the management and technical support provided by the Government of the USA is provided on a not-for-profit basis and the indemnity allows the NZDF to take advantage of this arrangement through the Foreign Military Sales process;
 - b. accepting the indemnity allows the NZDF to access the Government of the USA's technical expertise and their unparalleled depth of knowledge;
 - c. the NZDF is able to access the prices paid by the USA and the benefit of the purchasing power of the Government of the USA; and
 - d. as the Government of the USA is not deriving a profit from the services, it is reasonable that it does not accept the risk of any failures and that the NZDF accepts these in its place as though the NZDF were providing the services itself.

Other Considerations

19. This Note and requirement have been reviewed and cleared by Defence Legal Services. Approval by the Minister is requested no later than 12 December 2025.

Notification Requirements

20. It is considered that the indemnity does not exceed a value of \$10 million and there is no requirement for you to present a statement to the House of Representatives that the indemnity has been given. Should you approve the indemnity then I invite you to sign the enclosed Deed of Indemnity form (see Enclosure 1).

Recommendations

21. It is recommended that you:
- a. **Note** that approval of the business case falls within the delegated criteria set by the Prime Minister.
NOTED
 - b. **Note** that the New Zealand Defence Force has a requirement for Starshield Global Access subscription ("the Deliverables").
NOTED
 - c. **Note** that the Deliverables are available for procurement from the Government of the United States of America through the Foreign Military Sales programme.
NOTED

d. **Note** that procurement of the Deliverables through the Foreign Military Sales programme is the only option available.

NOTED

e. **Note** that an indemnity must be granted in favour of the Government of the United States of America in order for the New Zealand Defence Force to procure any Deliverables through the Foreign Military Sales programme.

NOTED

f. **Note** that the indemnity is within the categories of indemnity that the Minister can grant under section 65ZD of the Public Finance Act 1989, and that it is necessary or expedient in the public interest that the indemnity is granted.

NOTED

g. **Agree** to grant the indemnity in favour of the Government of the United States of America.

YES / NO

h. **Sign** the enclosed Deed of Indemnity by 12 December 2025.

YES / NO

s. 9(2)(k)

fw
[Redacted]
BLG
CoS
T DAVIES
Air Marshal
Chief of Defence Force

Enclosures

1. Deed of Indemnity
2. United States of America Letter of Offer and Acceptance

Judith Collins
Hon Judith Collins KC MP
Minister of Defence

From: s. 9(2)(g)(i)
Sent: Wednesday, 19 June 2024 12:21 p.m.
To: s. 9(2)(g)(i)
Cc: s. 9(2)(a); FMS & Controlled Technology Office; s. 9(2)(a)
Subject: RE: Expression of interest in StarShield - restricted

Thank you s. 9(2)(a)

There are a few ducks we need to line up, especially as it is a service we are wanting access to; one that we have not seen any cost data on at all yet, s. 9(2)(g)(i).

Have a good one.

s. 9(2)(g)(i)

Capability Manager Mar C4 Requirements,
Capability Branch – Information Domain
Te Ope Kātua o Aotearoa | New Zealand Defence Force
s. 9(2)(a)

www.nzdf.mil.nz



From: s. 9(2)(g)(i)
Sent: Wednesday, 19 June 2024 12:44 a.m.
To: s. 9(2)(a), s. 9(2)(g)(i)
Cc: s. 9(2)(a); FMS & Controlled Technology Office s. 9(2)(k); s. 9(2)(a)
Subject: RE: Expression of interest in StarShield - restricted

Good Morning,

Re the emails below, I will await further instruction on whether a LOR will be submitted to obtain a LOA for the first phase.

Regards,

s. 9(2)(g)(i)

DLEO Manager Land/Maritime/CCI/Munitions - NZDSWASH, Strategic Commitments Engagements Br
New Zealand Defence Force | Te Ope Kātua O Aotearoa
Embassy of New Zealand | 37 Observatory Circle N.W | Washington, D.C | 20008

s. 9(2)(a)

www.nzdf.mil.nz

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From: s. 9(2)(g)(i)

Sent: Monday, 17 June 2024 4:26 p.m.

To: s. 9(2)(a), s. 9(2)(g)(i)

Cc: s. 9(2)(a)

Controlled Technology Office s. 9(2)(k); s. 9(2)(a)

s. 9(2)(a)

Subject: RE: Expression of interest in StarShield - restricted

Hi Steve,

The fast track option for FMS would be as s. 9(2)(g)(i) has suggested s. 9(2)(g)(i)

You will need to fill out the LOR template for the LOA and submit through FMSC TO.

The timeline from submission of LOR to receiving the LOA is s. 9(2)(g)(i), and then it is s. 9(2)(g)(i) from receipt of the LOA for the Indemnity request to progress through the chain of command to MINDEF for Indemnity approval/signing. Once we have that the approved Indemnity, the LOA can be signed by NZ and case initiated s. 9(2)(g)(i). The LOA has an expiry date so we work to that deadline and if we are aware that MINDEF will be away, an extension of the LOA is sought to ensure we don't miss the deadline.

Here's the DDMS links to our [FMS Case Initiation SOP](#) and [Flowchart](#) which outline the process.

Kind regards

s. 9(2)(g)(i)

FMS Controlled Technology Office Manager, Supply Chain Management
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz

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From: s. 9(2)(g)(i)

Sent: Tuesday, 18 June 2024 7:50 a.m.

To: s. 9(2)(a), s. 9(2)(g)(i)

Cc: s. 9(2)(a)

Controlled Technology Office s. 9(2)(k); s. 9(2)(a)

s. 9(2)(a)

Subject: RE: Expression of interest in StarShield - restricted

Hi s. 9(2)(g)

Thank you for responding so quickly.

s. 9(2)(g)(i)

This is more of a service than it is a product at this stage, we are after access to the StarShield VPN. s. 9(2)(g)(i)

The funding is CAPEX as part of the DCP and we are putting a plan together for future sustainment

s. 9(2)(g)(i)

option? 😊

Is there a fast track

s. 9(2)(g)(i)

Capability Manager Mar C4 Requirements,
Capability Branch – Information Domain
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz

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From: s. 9(2)(g)(i)

Sent: Monday, 17 June 2024 3:43 p.m.

To: s. 9(2)(a), s. 9(2)(g)(i)

Cc: s. 9(2)(a)

Controlled Technology Office s. 9(2)(k); s. 9(2)(a)

s. 9(2)(a)

Subject: RE: Expression of interest in StarShield - restricted

Hi s. 9(2)(g)(i)

Have a look at the [LOR Template](#), as that outlines the information you will need to provide to request an FMS Case.

s. 9(2)(g)(i)

Regards

s. 9(2)(g)(i)

FMS Controlled Technology Office Manager, Supply Chain Management
Te Ope Kātua o Aotearoa | New Zealand Defence Force

s. 9(2)(a)

www.nzdf.mil.nz

<< OLE Object: Picture (Device Independent Bitmap) >>

From: s. 9(2)(g)(i)
Sent: Monday, 17 June 2024 3:26 p.m.
To: s. 9(2)(a), s. 9(2)(g)(i)
Cc: s. 9(2)(a), s. 9(2)(g)(i); s. 9(2)(a)
Subject: Expression of interest in StarShield - restricted

Hi again s. 9(2)(g)(i)

As I was working on another part of my portfolio, I remembered that I met you here in defence when you visited to discuss FMS cases.

[REDACTED]

Is this something that you can assist us with from there or should I be working with s. 9(2)(g)(i) in the first instance?

I apologise for jumping around in subjects, but when you are as hollow an organisation as we are, we have to wear many hats throughout our day.

s. 9(2)(g)(i)

Capability Manager Mar C4 Requirements,
Capability Branch – Information Domain
Te Ope Kātua o Aotearoa | New Zealand Defence Force
s. 9(2)(a)

www.nzdf.mil.nz

<< OLE Object: Picture (Device Independent Bitmap) >>