



PROGRAMME

BETWEEN

THE INDIAN SPACE RESEARCH ORGANIZATION

AND

THE CENTRE NATIONAL D'ETUDES SPATIALES

FOR

A REINFORCED COOPERATION IN SPACE ACTIVITIES

The Indian Space Research Organization (hereinafter referred to as "ISRO"), of the Department of Space, Government of the Republic of India, represented by its Chairman, and the Centre National d'Etudes Spatiales (hereinafter referred to as "CNES"), established under the provisions of the French Law 61-1382 dated December 19, 1961 and governed by the provisions of articles L. 331-1 to L. 331-8 of the French Research Code, represented by its President, hereinafter individually referred to as "Party" or collectively as "Parties";

RECALLING the Framework Agreement signed between the Government of the Republic of India and the Government of French Republic on cooperation in the Peaceful Users of Outer Space signed on September 30, 2008 (hereinafter referred to as 'Inter-Governmental Agreement') replacing the previous Agreement signed on June 21, 1977, in which Government of India and Government of France affirmed their mutual desire for strengthening and increasing their existing co-operation in the field of exploration and utilization of outer space for peaceful purposes and identified ISRO and CNES as "Implementing Agencies" responsible for the development, coordination and control of cooperation in the field of outer space activities implemented under this Framework Agreement;

RECALLING also the strong relationship developed during the past years between the Parties through several fruitful and successful cooperation implemented under the following instruments, such as the Agreement for cooperation in the field of outer space signed between ISRO and CNES on November 17, 1993, tacit renewal of which was formally endorsed on December 22, 1998, and then in April 15, 2004; the Memorandum of Understanding between CNES and ISRO signed by the Parties respectively on February 16 and 23, 2007 for cooperation in the Satellite with ARGOS and ALTika (SARAL) Mission; the Memorandum of Understanding between ISRO and CNES regarding Phase C/D/E of the earth observation satellite mission referred to as "Megha-Tropiques" signed on November 12, 2004 and amended in September 24, 2007; the Memorandum of Understanding between ISRO and CNES signed by the Parties respectively on February, 16 and 23, 2007 for the cooperation related to ARGOS Payload on board SARAL satellite; the Memorandum of Understanding between ISRO and CNES signed by the Parties on December 6, 2010 for cooperation in Earth System Science and Climate; the Protocol signed between ISRO and CNES as an outcome of a bilateral meeting held at Bangalore on June 1, 2012; and the Statement of Intent for a long-term cooperation in Space signed by the Parties on February 11, 2013;

ACKNOWLEDGING the desire of the Parties for further strengthening their cooperation in some key areas in space activities and in particular in the domains identified during the CNES-ISRO bilateral meeting held at Bangalore on November 21, 2014;

DESIRING to establish a new overall cooperation framework to be considered as applicable for any future implementing Arrangements established for the implementation of any cooperation activities decided by the Parties in accordance with the modalities defined hereby;

HAVE AGREED as follows:

Article 1 – Purpose

- 1.1 The purpose of this Cooperation Agreement (hereinafter referred to as "Agreement") is to set up the terms and conditions of a favorable cooperative framework between the Parties for the implementation of any future joint mission and/or any cooperative activities decided by the Parties in the field of the use of outer space for peaceful purposes.

- 1.2 The Parties recognize that the implementation of any cooperative activities carried out within the framework of this Agreement is subject to the laws and regulations applicable in each country and shall be in compliance with the provisions of the Inter-Governmental Agreement. Should any conflict arise, the Inter-Governmental Agreement shall prevail over this Agreement. The provisions of the Inter-Governmental Agreement shall apply for all matters not addressed by this Agreement.

Article 2 - Areas of cooperation

- 2.1 Cooperation between the Parties within the framework of this Agreement shall include:
- 2.1.1 Satellite Remote sensing, satellite communications and satellite meteorology;
 - 2.1.2 Space Sciences and Planetary Exploration;
 - 2.1.3 Data collection and location;
 - 2.1.4 Operations of satellite ground stations and Spacecraft mission management;
 - 2.1.5 Space Research and applications of space Technology.
- 2.2 Additional areas of cooperative activities may be identified by mutual agreement of the Parties.

Article 3 - Forms of cooperation

- 3.1 Cooperative activities in the areas mentioned in Article 2 of this Agreement can be fulfilled in the following forms:
- 3.1.1 Conception and development of joint missions;
 - 3.1.2 Carrying out of researches;
 - 3.1.3 Joint development of hardware and software;
 - 3.1.4 Exchange of data and information;
 - 3.1.5 Exchange of personnel;
 - 3.1.6 Joint organization of workshops, symposia, practical courses and presentations.
- 3.2 Additional forms of cooperation may be identified by mutual agreement of the Parties.

Article 4 – Potential cooperative activities for the near future

- 4.1 In the frame of the areas mentioned in Article 2 of this Agreement, the Parties have agreed to pursue the following potential joint activities for short and mid-term:
- 4.1.1 Hosted payload opportunities

- 4.1.2 Earth observation mission
- 4.1.3 Earth observation applications
- 4.1.4 Mars exploration
- 4.2 In order to prepare the final decisions to be taken, by each Party, according to its own internal rules and procedures, and required for the effective engagement of any of the above mentioned potential cooperative activities, the Parties decide to set up India-France Joint Working Groups (JWG) on each of the 4 joint activities, for detailed examination in accordance with the provisions contained in Article 5.4 of this Agreement:
- 4.3 The Parties agree that each of these Joint Working Groups will replace and take over the works and the discussions of any existing Working Groups dealing with these issues. The responsibilities and terms of the Joint Working Groups are defined in Article 5.4 of this Agreement.
- 4.4 Once a cooperative activity is formally decided by the Parties, an Implementing Arrangement will be established according to the provisions of Article 6 of this Agreement.
- 4.5 The Parties agree that the Implementing Arrangements related to the potential cooperative activities identified above may be signed, according to each Party's rules and internal procedures, prior to the first meeting of the Steering Committee established in accordance with Article 5 of this Agreement.

Article 5 – Management

The Parties, in order to implement this Agreement, shall to set up a Steering Committee as defined by the following provisions:

- 5.1 The Steering Committee shall be composed of four members, two each from either Party, to be identified by Chairman, ISRO and President, CNES.
- 5.2 Workings terms and principles of the Steering Committee:
 - 5.2.1 The Steering Committee will meet at least once a year, alternately in India and in France;
 - 5.2.2 Following each meeting, a report will be drawn up by the Party organizing the meeting and signed by the Steering Committee members; each Party will receive a copy;
 - 5.2.3 The Steering Committee may invite other CNES and ISRO representatives to its meetings in an advisory capacity;
 - 5.2.4 All decision of the Steering Committee will be taken by consensus and put on record.
- 5.3 The Steering Committee will be responsible for:
 - 5.3.1 annually approving and identifying priority areas and forms of cooperation for near or far future and taking all required decisions thereof;
 - 5.3.2 approving any new area or form of cooperation identified according to Article 2 and 3 of this Agreement;

- 5.3.3 identifying cooperative activities to be carried out in the framework of Implementing Arrangements in pursuance of Article 6 of this Agreement and assessing their implementation;
- 5.3.4 setting up the Joint Working Groups, in accordance with paragraph 5.4 of this Agreement;
- 5.3.5 in a general manner, examining all questions with respect to the performance of the present Agreement, finding insofar as possible an amicable solution to any dispute that could arise between the Parties;
- 5.3.6 expressing if needs be its opinion on the non-renewal of the present Agreement.

5.4 Joint Working Groups

- 5.4.1 Joint Working Groups will be set up by the Steering Committee. The Working Groups will be composed of employees from both Parties or occasionally from other entities if deemed necessary and be co-chaired by an ISRO and a CNES representative, designated by the Steering Committee.
- 5.4.2 These Joint Working Groups will be responsible for:
 - 5.4.2.1 implementing the cooperative activities within the frame of this Agreement and in accordance with the Steering Committee's decisions and in particular preparing according to each Party internal rules and procedures all the documents and decisions required for the engagement of a given specific cooperation;
 - 5.4.2.2 reporting the status of their activities to the Steering Committee. The co-chairs of the Joint Working Groups will attend the Steering Committee annual meetings that are held in their own country. They will make their best efforts to attend those meetings that are held in the other Party's country. When a co-chair cannot attend the Steering Committee Meeting, his counterpart will be in charge of the report, following a joint preparation.

Article 6- Conclusion of implementing Arrangements

- 6.1 Any cooperative activity shall be carried out within the frame of an implementing arrangement (hereinafter referred to as "IA"). Such IA is concluded within the framework of the Inter-Governmental Agreement referred to in Preamble and this Agreement. Should any conflict arise, the Inter-Governmental Agreement and this Agreement shall prevail over any IA. The provisions of the Inter-Governmental Agreement and the present Agreement shall apply for all matters not addressed by a specific provision of an IA.
- 6.2 IA shall set forth inter alia the specific roles and programmatic responsibilities of the Parties for any given decided cooperative activities and will include, as appropriate, provisions related to the nature and scope of the cooperative activities, the points of contact, the data policy, the entry into force and duration of the IA, and any other provisions necessary to carry out the cooperative activities.

Article 7 -Standard of performance of the cooperative activities

The cooperative activities carried out under an IA shall be performed by the Parties on a reasonable efforts basis.

Article 8 - Financing

Pursuant to the provisions defined in Article 7 of the Inter-Governmental Agreement, the Parties agree that:

- 8.1 The cooperative activities carried out under an IA shall not involve any exchange of funds or payment between the Parties, unless otherwise specifically mentioned in IA.
- 8.2 The Parties shall be responsible for funding their respective activities and responsibilities under an IA. Obligations under an IA shall be subject to the availability of appropriated funds and to each Party's funding procedures.
- 8.3 Each Party shall ensure that, should it encounter funding problems that may affect the activities to be carried out under an IA, it will notify to and consult with the other Party, in good faith, as soon as possible.

Article 9 - Third Parties Partners

The Parties may jointly decide to associate third party partners to the cooperative activities carried out under an IA.

Article 10 - Transfer of Goods and Technical Data

Pursuant to the provisions defined in Articles 9 and 11 of the Inter-Governmental Agreement, the Parties agree that:

- 10.1 The Parties shall transfer only those goods and technical data (including software) necessary to fulfill their respective responsibilities under an IA concluded by the Parties in pursuance of Article 6 of this Agreement in accordance with the following provisions:
 - 10.1.1 All activities of the Parties under an IA shall be carried out in accordance with all their respective applicable national laws, rules and regulations, including those pertaining to export control;
 - 10.1.2 The transfer of goods and technical data for the purpose of discharging the Parties' responsibilities with regard to interface, integration, and safety shall normally be made without restriction, except as provided in paragraph 10.1.1 above.
 - 10.1.3 All transfers of goods and proprietary or export-controlled technical data are subject to the following provisions:

In the event a Party or its related entity (defined for the purposes of this Article as contractors, subcontractors, grantees or cooperating entities at any tier) finds it necessary to transfer goods or to transfer proprietary or export-controlled technical data, for which protection is to be maintained, such goods shall be specifically identified and such proprietary or export-controlled

technical data shall be marked. The identification of goods and the marking on proprietary or export-controlled technical data will indicate that the goods, proprietary or export-controlled technical data shall be used by the receiving Party or its related entity only for the purpose of fulfilling the responsibilities of the receiving Party or its related entity under an IA, and that the goods and proprietary or export-controlled technical data shall not be disclosed or retransferred to any other entity without the prior written permission of the furnishing Party or its related entity. The receiving Party or its related entity shall abide by the terms of the notice and protect any such identified goods and marked proprietary technical data or marked export-controlled technical data from unauthorized use and disclosure. The Parties will cause their related entities to be bound by the provisions of this Article related to use, disclosure, and retransfer of identified goods and marked technical data by contract or otherwise.

- 10.2 All identified goods and marked proprietary or export-controlled technical data, exchanged through the performance of an IA, shall be used by the receiving Party and/or its related entities exclusively for the purposes of the IA. Upon completion of the activities under the IA, the receiving Party or its related entity shall return or, otherwise at the request of the furnishing Party or its related entity, dispose all identified goods and marked proprietary or export controlled technical data provided under an IA

Article 11 - Intellectual Property

Regarding Intellectual property rights, the Parties agree to apply the provisions of the Inter-Governmental Agreement and its Annexure related to "Intellectual property".

Article 12 - Publication of Public Information

The activities performed under this Agreement may be published or communicated on condition that each Party mentions the role and contributions made by the other Party.

The rules for publishing and communicating activities performed under an IA concluded by the Parties in pursuance of Article 6 of this Agreement will be determined by such specific IA.

Article 13 – Exchange of personnel

In order to deepen and facilitate cooperative activities and programs carried out under this Agreement and/or any IA concluded by the Parties in pursuance of Article 6 of this Agreement and to promote closer links between them, the Parties agree to facilitate exchange of a limited number of personnel from each Party or personnel of their Related Entities' personnel according to the following principles and subject to the delivery of the necessary administrative authorizations:

- 13.1 The personnel shall comply with the safety and security rules and regulations of the hosting Party without prejudice of the safety and security rules applicable to the personnel of each Party.
- 13.2 The Parties will provide necessary office space, access to necessary facilities, and administrative support at the host location, including such additional support services as may be agreed by the Parties.

- 13.3 Salaries and all other personnel expenses, living and travel expenses will be borne by the employing Party of the personnel throughout the duration of their assignment unless otherwise agreed by the Parties.
- 13.4 Specific provisions may be added in a given IA referred in Article 6 of this Agreement.

Article 14- Ownership of equipment and instruments

For the implementation of this Agreement and/or any IA concluded by the Parties in pursuance of Article 6 of this Agreement, equipment and instruments may be exchanged between the Parties, according to the following principles:

- 14.1 Each Party will retain ownership of its own equipment and instruments;
- 14.2 The owning Party undertakes to put such equipment and instruments at the free disposal of the other Party for the purposes and the duration of the considered cooperative activity;
- 14.3 Each Party is responsible for the transport of its equipment and instruments between its own premises and the designated delivery point;
- 14.4 Specific provisions may be added in a given IA referred in Article 6 of this Agreement.

Article 15 - Liability

Pursuant to the provisions defined in Article 12 of the Inter-Governmental Agreement, the Parties agree that:

- 15.1 With regard to the activities undertaken pursuant to this Agreement, and/or any IA concluded by the Parties in pursuance of Article 6 of this Agreement, neither Party shall make any claim against the other Parties or the other Parties' Related Entities (e.g. contractors and subcontractors, insurers, users and customers of each Party or its Related Entity) with respect to injury or death of its own employees or employees of its related entities, or with respect to damage of any kind or loss of its own property or property of its Related Entities, whether such injury, death, damage or loss arises through negligence, except in the case of gross negligence or wilful misconduct. Consequently, each Party agrees to extend this cross-waiver of liability to its respective Related Entities by requiring them by contract or otherwise to waive all claims against the other Parties and the personnel of the aforementioned Parties and Related Entities with regard to the activities under the present Agreement, and/or any IA concluded by the Parties mentioned above. The terms contractors and sub-contractors include suppliers of any kind.
- 15.2 This cross-waiver of liability shall not be applicable to:
 - 15.2.1 Claims between a Party and its Related Entity or between its own Related Entities,
 - 15.2.2 Intellectual property claims,
 - 15.2.3 Claims made by a natural person, his/her estate, survivors or subrogee for injury or death of such natural person,
 - 15.2.4 Claims for damage resulting from a failure from a Party to extend this cross-waiver of liability or from a failure of a Party to insure that its Related Entity

extend this cross-waiver of liability.

- 15.3 In the event of third-party claims for which the Parties may be liable, the Parties shall consult promptly to determine an appropriate and equitable apportionment of any potential liability and on the defence of any such claims.

Article 16 - Settlement of Disputes

- 16.1 Pursuant to the provisions defined in Article 13 of the Inter-Governmental Agreement, the Parties agree that in the event questions arise regarding the interpretation or implementation of this Agreement or regarding the implementation of cooperative activities carried out under an IA concluded by the Parties in pursuance of Article 6 of this Agreement, the appropriate representatives of the Parties shall endeavor to resolve the questions.
- 16.2 If the designated representatives are unable to come to an agreement, then the matter shall be referred to a more senior level of the Parties for joint resolution. If the matter cannot be solved, the dispute shall be settled by mutual agreement of the Presidents of the Parties.

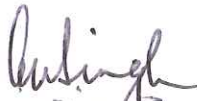
Article 17- Entry into force, duration, amendment and termination

- 17.1 This Agreement shall enter into force on the date of its signature [upon the last signature by the Parties] by the Chairman of ISRO and the President of CNES and shall remain in force for a period of five (5) years.
- 17.2 This Agreement may be automatically extended for successive (5) year periods, unless either Party gives the other Party a six (6) months written notice of its intention not to extend the Agreement.
- 17.3 This Agreement may be terminated at any time by either Party upon a six months' notice sent to the other Party. In that event, the Parties shall endeavor to reach an agreement on terms and conditions to minimize negative impacts of such termination. In the event of the termination or expiration of this Agreement, its provisions shall continue to apply to all IAs in effect at the time of termination or expiration and all ongoing programs and projects, unless otherwise agreed by the Parties.
- 17.4 This Agreement terminates the previous Agreement for cooperation concluded between the Parties in the field of outer space signed on November 17, 1993, which shall be considered as null and void.

Done at Paris, on April 10, 2015, in two originals, each in the French, Hindi and English languages, all three texts being equally authentic. However, due to the fact that the English language was used in the preparation and negotiation of this Agreement, the English version, shall be used for any issue related to the interpretation or implementation of this Agreement.

IN WITNESS WHEREOF, the undersigned being duly authorized have signed this Agreement.

For ISRO



Mr. Arun Kumar Singh
Ambassador of India to France

For CNES



Jean-Yves LE GALL
President