

MEMORANDUM OF UNDERSTANDING
BETWEEN
INDIAN SPACE RESEARCH ORGANIZATION
AND
CHINA NATIONAL SPACE ADMINISTRATION
ON
COOPERATION IN THE PEACEFUL USE OF OUTER SPACE

The Indian Space Research Organization (hereinafter referred to as "ISRO") and the China National Space Administration (hereinafter referred to as "CNSA"), hereinafter referred collectively to as the "Parties",

Recognizing the long term friendly cooperative relationship between the two countries;

Acknowledging that outer space is the common heritage of humankind and that it is the responsibility of all space faring nations to commit to the peaceful uses of outer space;

Reiterating their firm opposition to the weaponisation of outer space as well as their support to cooperation in development of space technology for peaceful purposes;

Considering the Memorandum of Understanding between the Department of Space (DOS) of the Republic of India and the Ministry of Aerospace Industry (MAS) of the People's Republic of China on Cooperation in the Peaceful Uses of Outer Space Science and Technology which was signed on December 13, 1991, and the Memorandum of Understanding between the Indian Space Research Organization and the China National Space Administration on

Cooperation in the Peaceful Use of Outer Space which was signed on January 14, 2002;

Recalling their commitment to strengthen cooperation in the use of space-based technologies for peaceful and developmental applications, including through satellite remote sensing, satellite communications, satellite meteorology and satellite launch services;

Further recalling their commitment to actively explore cooperation in practical applications of space technology, such as those related to disaster management and distance education;

Desiring to further strengthen bilateral exchange and cooperation in the areas of space science, space technology and space application for the benefit of the people of both countries;

Have reached the following understandings:

ARTICLE 1 PURPOSE

In accordance with the laws and regulations in force in each country and the widely accepted international laws and rules, the Parties shall encourage exchange and cooperation in the exploration and use of outer space for peaceful purposes on the basis of equality and mutual benefit.

ARTICLE 2 AREAS OF COOPERATION

Cooperative activities within the framework of this Memorandum of Understanding may include the following areas:

1. Research and development of scientific experiment satellites, remote sensing satellites and communications satellites;
2. Launch, tracking and control services for satellites including in-orbit operation and management;

3. Research, development, utilization and applications of satellite ground systems;
4. Material processing in space, atmospheric sciences, radio astronomy, astrophysics and microgravity testing; and
5. Any other areas of cooperation within the framework of this Memorandum of Understanding to be mutually agreed upon between the Parties.

ARTICLE 3 METHODS OF COOPERATION

The Parties shall conduct cooperation within the framework of this Memorandum of Understanding in the following forms:

1. Joint research and development;
2. Exchange of scholars and specialists;
3. Personnel training in the areas of space technology and applications;
4. Exchange of research data and findings, scientific and technical information, documentation and publications;
5. Joint symposia, conferences and exhibitions;
6. Other joint activities as mutually agreed to by the Parties.

ARTICLE 4 JOINT COMMITTEE

For the purpose of implementation of this Memorandum of Understanding, a Joint Committee on Space Cooperation shall be established. The Joint Committee shall consist of representatives from both Parties. Each Party shall designate a co-chairman and members to the Joint Committee. The Joint Committee shall ordinarily meet once in every two (2) years, or as and when required, in the Republic of India and the People's Republic of China alternately.

In carrying out its functions, the Joint Committee may, when necessary, create temporary or permanent working groups to execute specific tasks identified by the Joint Committee.

ARTICLE 5 ASSISTANCE

The Parties shall, subject to the existing laws, regulations and national policies of their respective countries applicable to the relevant issues, endeavor to render to the other Party all possible assistance necessary to facilitate the implementation of this Memorandum of Understanding.

ARTICLE 6 SHARING OF INFORMATION

Scientific and technical data and information obtained through the conduct of joint experiments shall be accessible to both Parties and shall be exchanged as soon as possible. Neither Party shall disclose or transfer such data or information to a third party without the written consent of the other Party.

ARTICLE 7 SUPPLEMENTARY AGREEMENT

The relevant organizations and companies appointed by the Parties shall sign agreements or contracts regarding specific cooperative programs, methods and conditions of cooperation, including financial conditions.

ARTICLE 8 FINANCIAL ARRANGEMENTS

The financial arrangements to cover the expenses for the cooperative activities undertaken within the framework of this

Memorandum of Understanding shall be jointly decided upon by the Parties on a case-by-case basis.

ARTICLE 9 INTELLECTUAL PROPERTY RIGHTS PROTECTION

The protection of intellectual property rights shall be enforced in conformity with the respective national laws and regulations in force of the Parties and with international agreements to which both Parties are members.

ARTICLE 10 CONFIDENTIALITY

Each Party shall undertake to observe the confidentiality and secrecy of documents, information and data received or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.

Both Parties agree that the above provision of this Article will survive and continue to be binding for the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 11 SETTLEMENT OF DISPUTES

Any differences or disputes between the Parties arising out of the interpretation or implementation/ application of any of the provisions of this Memorandum of Understanding shall be settled amicably by consultation or negotiation between the Parties through diplomatic channels.

ARTICLE 12 LANGUAGE OF COMMUNICATION

The language of communication between the Parties and their assigned agencies under this Memorandum of Understanding shall be English. All information, data, reports and publications shall be exchanged in the English language. Where such information, data, reports and publications are available in other languages, the Party sending them shall be responsible for translation into English.

ARTICLE 13 AMENDMENT

Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.

Any revision, modification or amendment agreed to by the Parties shall be reduced to writing and form part of this Memorandum of Understanding.

Such revision, modification or amendment shall come into effect on such date as may be determined by the Parties.

Any revision, modification or amendment shall not prejudice the duties and obligations arising from or based on this Memorandum of Understanding prior or up to the date of such revision, modification or amendment.

ARTICLE 14 ENTRY INTO FORCE, DURATION AND TERMINATION

This Memorandum of Understanding shall come into force upon the date of its signing and shall remain in force for a period of five (5) years.

Either Party may notify the other Party in writing to terminate this

Memorandum of Understanding through diplomatic channels, and this Memorandum of Understanding shall terminate six (6) months after the reception of such written notice.

Unless one of the Parties notifies the other, not less than six (6) months in advance, of its intention to terminate it, this Memorandum of Understanding shall be automatically extended for a successive period of five (5) years, and shall thereafter be automatically renewable for equal periods.

The termination of this Memorandum of Understanding shall not affect any agreements, programs, projects or other kinds of cooperative activities of undertaken or being performed under this Memorandum of Understanding. In such event, the Parties shall fulfill their obligations in accordance with the provisions of such agreements, programs, projects or other kinds of cooperative activities undertaken.

DONE at New Delhi on September 18, 2014 in two originals, each in the Hindi, Chinese and English languages, all texts being equally authentic. In the event of any divergence in interpretation, the English text shall prevail.

FOR

INDIAN SPACE RESEARCH
ORGANIZATION




Name: Dr. K Radhakrishnan

Designation: Chairman

FOR

CHINA NATIONAL SPACE
ADMINISTRATION



Name: Mr. Zhang Jianhua

Designation: Vice Administrator