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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF AUSTRALIA
CONCERNING
COOPERATION IN CIVIL SPACE SCIENCE, TECHNOLOGY
AND EDUCATION

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The Government of the Republic of India

and

the Government of the Australia

(Hereinafter referred to as the Participants):

INTENDING to increase collaboration in civil space science research, technology and capability development and educational activities for the benefit of the peoples of both countries;

TAKING INTO ACCOUNT the mutual interest in expanding the application of space technology for peaceful purposes;

DESIRING that outer space remain peaceful and open for extensive international cooperation;

EXPRESSING THEIR DESIRE to develop the organisational basis and effective forms of bilateral interaction in the field of civil space activities and to promote the development of partnership relations;

HAVING REGARD TO the beneficial collaboration facilitated by the *Australia India Strategic Research Fund* established in 2006,

RECOGNISING the *Agreement between the Government of the Republic of India and the Government of Australia on Co-operation in the Fields of Science and Technology* done at Canberra in 1986, and the Memorandum of Understanding between Indian Space Research Organisation and Commonwealth Scientific & Industrial Research Organisation on Cooperation in Space Research and Applications done at Bangalore in 1987,

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

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ARTICLE 1
PURPOSE

In accordance with the laws and regulations in force in each country, the Participants will encourage cooperation between the two countries in the fields of civil space science research, technology and capability development, educational activities and the use of outer space for peaceful purposes.

ARTICLE 2
SCOPE OF COOPERATION

Cooperation within the framework of this Memorandum of Understanding ("MOU") may include such fields of activities, entirely for civil and peaceful purposes, as:

- (a) Space science and technology;
- (b) Remote sensing of the Earth;
- (c) Satellite communication;
- (d) Satellite based position, navigation and timing;
- (e) Spacecraft and systems engineering;
- (f) Ground stations to support space activities;
- (g) Multidisciplinary forms of cooperation in the practical application of space technology and using the spin-off benefits of space technologies;
- (h) Research related to the protection of the outer space environment;
- (i) Education and training programmes; and
- (j) Other fields of activities to be determined by the Participants.

ARTICLE 3
FORMS OF COOPERATION

Cooperation under this MOU as identified in Article 2 above, may be carried out in some or all of the following forms:

- (a) Planning and conduct of joint civil space projects of mutual benefit and interest;

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- (b) Exchange of scientific experimental documents, equipment, data and results;
- (c) Training of personnel, arranging exchanges of scientists and other specialists and facilitating their participation in joint research activities and projects, as determined by the corresponding scientific, industrial and research organisations;
- (d) The development of space science educational programs or the exchange of students for such programs;
- (e) Joint organisation of meetings, symposia and conferences;
- (f) Joint activities for satellite launches;
- (g) Joint use of space based and ground facilities for conducting agreed works and research activities; and
- (h) Other forms of cooperation to be determined by the Participants.

ARTICLE 4**EXECUTIVE ORGANISATIONS**

1. For the purposes of developing and coordinating cooperation pursuant to this MOU, the Participants designate as their principal executive organisations the Indian Space Research Organisation ("ISRO") and The Department of Industry, Innovation, Science, Research and Tertiary Education ("DIISRTE") respectively for the Government of the Republic of India and the Government of Australia (together referred to as "the Executive Organisations").
2. Where necessary, either of the Participants may, by means of written notification through diplomatic channels, appoint another department or agency as its Executive Organisation.

ARTICLE 5**COMMUNICATION**

1. In order to facilitate communication and coordination pursuant to this MOU, the Participants designate the following representatives as points of contact:
 - (a) The Manager of the Space Policy Unit of the DIISRTE on the Australian side, and
 - (b) Scientific Secretary, ISRO on the Indian Side.

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2. Either of the Participants may, by means of written notification through diplomatic channels, appoint another point of contact.
3. The points of contact will use any appropriate form of communication to develop and review the status of cooperation under this MOU and any new cooperative opportunities.
4. The points of contact will further establish suitable arrangements in accordance with the provisions of this MOU to coordinate cooperative activities, and will convene periodic reviews of the activities undertaken pursuant to this MOU.
5. In order to develop, coordinate and manage the activities pursuant to this MOU, the Participants may hold annual consultations with participation of relevant officials and experts in locations to be determined by mutual consent.

ARTICLE 6

WORKING PROTOCOLS AND IMPLEMENTING ARRANGEMENTS

Organisational, financial, legal and technical conditions for the execution of cooperative activities will be the subject of separate working protocols to this MOU or implementing arrangements concluded between the Executive Organisations.

ARTICLE 7

WORKING GROUPS

The Participants or the Executive Organisations may establish joint working groups to provide more detailed management of cooperative activities and to elaborate on further areas of cooperation.

ARTICLE 8

FINANCING

1. Financing of cooperative activities undertaken pursuant to this MOU will be provided by the Participants with due consideration of national norms and

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rules concerning budgetary regulations in force in their respective countries and within the limits of available resources.

2. Cooperative activities undertaken pursuant to this MOU will be on a non-commercial or commercial basis depending on the type and field of activity, and will be executed either without mutual payments or on the basis of compensatory arrangements or commercial contracts.

ARTICLE 9

EXCHANGE OF INFORMATION AND TECHNICAL DATA

1. Participants will inform each other of the development, nature, scope and progress of their national space programs or policies.
2. Scientific and technical data and information received in the course of cooperative activities will be available to both Participants and will be mutually exchanged as soon as possible. The Participants will not, without prior mutual consent, transfer to a third party or publish information on the contents of cooperative activities, as well as results and data received in the course of their execution.
3. Each Participant will protect and keep confidential any information that is marked as either "Proprietary Information" or "In-Confidence" by the disclosing Participant (hereinafter referred as to "Proprietary Information").
4. Proprietary Information that is disclosed verbally will be identified as such by the disclosing Participant at the time of disclosure. The disclosing Participant will then record the Proprietary Information in writing in summary form, mark it as either "Proprietary Information" or "In-Confidence" and deliver it to the receiving Participant as soon as possible.
5. All Proprietary Information will remain the property of the disclosing Participant. The receiving Participant will, at the request of the disclosing Participant, either return the Proprietary Information along with any copies made, or certify in writing that all such Proprietary Information has been destroyed.

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6. The Participants will take necessary steps to ensure that the aforementioned commitments are respected by their personnel and contractors, as well as by third parties, their employees and contractors, who might undertake activities pursuant to this MOU.
7. The commitments set forth in this Article do not apply to the following information:
 - (a) information that enters the public domain prior to or after the disclosure and not by reason of breach of this Article;
 - (b) information that is already known by the receiving Participant as evidenced by written documentation in the files of the receiving Participant;
 - (c) information that is independently developed in good faith by the receiving Participant; and
 - (d) information that has not been marked as "Proprietary Information" by the disclosing Participant.

ARTICLE 10**INTELLECTUAL PROPERTY**

1. The Participants will specify in the working protocols or implementing arrangements all matters concerning intellectual property used in or resulting from cooperative activities undertaken pursuant to this MOU.
2. Unless specified in the working protocols or implementing arrangements, the following provisions apply:
 - (a) The Participants will retain respective ownership of intellectual property that was created prior to and outside the scope of this MOU, notwithstanding the fact that such intellectual property may be used in activities undertaken pursuant to this MOU.
 - (b) The Participants will retain respective ownership of intellectual property created as a result of independent activity or research conducted whilst this MOU remains in effect.
 - (c) Nothing in this MOU will be construed as granting or implying any rights to, or interest in, any invention, patent or other intellectual

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property of the Participants or their related entities (e.g contractors, subcontractors, cooperative entities). All intellectual property conceived or developed solely by a Participant or its related entities in the performance of the activities under this MOU, will be owned by such Participant or such related entities.

- (d) In the case of intellectual property conceived or developed jointly by the Participants in the performance of this MOU, the Participants will consult on and mutually consent to the necessary provisions concerning the property and the provisions for the protection of, access to and utilization of any license or other rights to be exchanged or granted by or between the Participants, including the sharing of costs of such protection.

ARTICLE 11

PROMOTION OF DIFFERENT TYPES AND FORMS OF COOPERATION

The Participants will provide support and assistance to the establishment and development of cooperation in the fields of space science and technology research, capability development and use of outer space for peaceful purposes between organisations, institutions, enterprises and firms of both countries and will ensure favourable opportunities for their participation in jointly executed projects. For this purpose the Participants will promote the conclusion of relevant arrangements and contracts on mutually beneficial terms.

ARTICLE 12

IMMIGRATION AND CUSTOMS

In accordance with the laws and regulations in force in their respective countries, each Participant will facilitate the entry to and exit from the territory of its country for the personnel, experts or students of the other Participant as well as the movement, including import and export, of equipment and goods of the other Participant required for cooperative activities undertaken pursuant to this MOU.

ARTICLE 13

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LIABILITY

1. The Participants will specify all matters concerning the liabilities arising from cooperative activities undertaken pursuant to this MOU in the working protocols or implementing arrangements.
2. Unless specified in the working protocols or implementing arrangements, the following provisions will apply:
 - (a) Neither Participant will make any claim against the other Participant or the other Participant's related entities (e.g contractors, subcontractors, cooperative entities, insurers) 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, arising from, or related to, joint activities undertaken pursuant to this MOU, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of gross negligence and wilful misconduct.
 - (b) In addition, each Participant will require its own related entities to waive all claims against the other Participant, related entities of the other Participant and employees of the other Participant, by contract or otherwise, to the extent specified in subparagraph 2(a).
 - (c) Notwithstanding the above, the waivers of liability will not be applicable to:
 - i. Claims between a Participant and its own related entity or between its own related entities; and
 - ii. Intellectual property rights claims.

ARTICLE 14**DISPUTE RESOLUTION**

Any dispute arising in connection with this MOU will be settled amicably by negotiation between the representatives nominated by the Executive Organisations. If the representatives of the Executive Organisations are unable to settle the dispute, the dispute will be referred to the Heads of the Executive Organisations, or their designees, for final resolution.

ARTICLE 15**OTHER INTERNATIONAL AGREEMENTS**

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This MOU will be concluded without prejudice to cooperation of each Participant with other States and international organisations and will not modify respective rights and obligations of the Participants resulting from other agreements or arrangements, in which each of the Participants participates, both in relation to each other and in relation to third countries.

ARTICLE 16**DURATION, AMENDMENT AND TERMINATION**

1. This MOU will come into effect upon the date of signature by the authorised representatives of the Participants and will remain in effect for an initial period of five (5) years. This MOU will be automatically extended for subsequent five-year periods, unless one of the Participants expresses its intention to terminate it by written notice.
2. The Participants may mutually decide to amend this MOU at any time. Such an amendment will be in writing and will enter into effect upon signature by both Participants.
3. Either Participant may terminate this MOU at any time upon six months prior written notice to the other Participant through diplomatic channels.
4. In case of the termination of this MOU its provisions will remain applicable to all unfinished cooperative activities mutually decided upon by the Participants or Executive Organisations. The termination of this MOU will not release the Participants or their designated Executive Organisations from financial or contractual obligations assumed by them and will not affect rights, obligations and the status of legal and natural citizens of both States, acquired, assumed and established, respectively, as a result of the implementation of this MOU prior to its expiration.
5. Expiration or termination of this MOU will not affect the commitments of the Participants under Articles 9 (Exchange of Information and Technical Data), 10 (Intellectual Property), 13 (Liability) and 14 (Dispute Resolution) of this MOU except as otherwise mutually consented to in writing by the Participants to the extent needed to enable the Participants to safeguard their rights and to pursue the remedies and benefits provided therein.

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New Delhi 17 October 2012

Signed at ----(place) on ----(date), in duplicate, in the Hindi and English languages, each text being equally authentic. However, in case of any disparity in interpretation, the English text will prevail.

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FOR THE GOVERNMENT OF
THE REPUBLIC OF INDIA

FOR THE GOVERNMENT OF
AUSTRALIA

In-Confidence

AMENDMENT No. 1
to the Memorandum of Understanding
between
the Government of Australia and
the Government of the Republic of India
concerning Cooperation in Civil Space Science,
Technology and Education

The Government of the Australia
and
the Government of Republic of India
(hereinafter referred to as the 'Participants'):

RECALLING the Memorandum of Understanding between the Government of Australia and the Government of the Republic of India concerning Cooperation in Civil Space Science, Technology and Education signed at New Delhi on October 17, 2012 (hereinafter referred to as "2012 MoU");

TAKING INTO CONSIDERATION the potential participation of relevant entities in cooperative activities, in addition to the Executive Organisations;

IN ACCORDANCE WITH Article 16(2) of the 2012 MoU, the Participants have agreed to amend the 2012 MoU, as follows:

1. To amend and read paragraph 1 of Article 4 (EXECUTIVE ORGANISATIONS) as below:

1. For the purposes of developing and coordinating cooperation pursuant to this MOU, the Participants designate as their principal executive organisations Australian Space Agency and the Department of Space respectively for the Government of Australia and the Government of the Republic of India (together referred to as "the Executive Organisations").

2. To add a new paragraph 3 to the Article 4 (EXECUTIVE ORGANISATIONS) as below:

3. The Executive Organisations may identify by mutual written consent through regular channels such as email, other relevant entities (hereinafter referred to as 'Relevant Entities') of the Participants (including, but not limited to other government entities and research institutions) for execution of cooperative activities under this MOU.

3. To amend and read Article 6 (WORKING PROTOCOLS AND IMPLEMENTING ARRANGEMENTS) as below:

Organisational, financial, legal, technical terms and conditions for the execution of cooperative activities will be the subject of separate working protocols to this MOU or implementing arrangements concluded between the Executive Organisations or Relevant Entities.

4. To amend and read Article 8 (FINANCING) as below:

1. Cooperative activities undertaken pursuant to this MOU will be on a non-commercial or commercial basis depending on the type and field of activity, and will be executed either without mutual payments or on the basis of compensatory arrangements or commercial contracts.
2. The Executive Organisations or Relevant Entities will specify in the working protocols or implementing arrangements all matters concerning financing of cooperative activities undertaken pursuant to this MOU. This will be decided with due consideration to national norms and rules concerning budgetary regulations in force in their respective countries and within the limits of available resources

5. To add new sub-paragraph 7(e) to the Article 9 (EXCHANGE OF INFORMATION AND TECHNICAL DATA) as below:

- (e) Information that is developed by other specific international information exchanges related to other international arrangements with other nations.

6. To replace the term “Participants” with “Executive Organisations or Relevant Entities” in paragraph 1 of Article 10 (INTELLECTUAL PROPERTY);

7. To amend and read paragraph 2(d) of Article 10 (INTELLECTUAL PROPERTY) as below:

(d) In the case of intellectual property conceived or developed jointly by the Participants in the performance of this MoU, the Participants will consult on and mutually consent to the necessary provisions concerning the property and the provisions for the protection of, access to and utilization of any license or other rights to be exchanged or granted by or between the Participants, including the sharing of costs of such protection, consistent with their respective laws, rules and regulations and multilateral agreements to which countries of both Parties are party.

8. To replace the term “Participants” with “Executive Organisations or Relevant Entities” in paragraph 1 of Article 13 (LIABILITY);

9. To amend and read paragraph 4 of Article 16 (DURATION, AMENDMENT AND TERMINATION) as below:

4. In case of the termination of this MOU its provisions will remain applicable to all unfinished cooperative activities mutually decided upon by the Participants or Executive Organisations, or the Relevant Entities. The termination of this MOU will not release the Participants or their designated Executive Organisations, or the Relevant Entities from financial or contractual obligations assumed by them and will not affect rights, obligations and the status of legal and natural citizens of both States, acquired, assumed and established, respectively, as a result of the implementation of this MOU prior to its expiration.

All other articles, paragraphs and subparagraphs of the 2012 MoU retain effect and validity.

This Amendment is an integral part of the Memorandum of Understanding between the Government of Australia and the Government of the Republic of India concerning Cooperation in Civil

Space Science, Technology and Education signed at New Delhi on October 17, 2012 and comes into effect from the date of signing by both Participants.

Signed in two originals in the English language.

FOR THE GOVERNMENT OF
AUSTRALIA

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Head, Australian Space Agency

FOR THE GOVERNMENT OF
REPUBLIC OF INDIA

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Secretary, Department of Space /
Chairman, ISRO

Date: February 17, 2021

Place: Canberra, Australia

Date: February 17, 2021

Place: Bangalore, India