

FRAMEWORK AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF SÃO-TOMÉ and
PRÍNCIPE
ON
COOPERATION IN THE EXPLORATION AND USES OF OUTER SPACE
FOR PEACEFUL PURPOSES

The **Indian Space Research Organisation** (hereinafter referred to as "**ISRO**"), of the Department of Space, Government of India with its headquarters at Antariksh Bhavan, New BEL Road, Bangalore – 560 0231 and

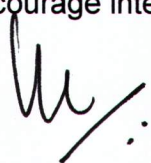
The **General Regulatory Authority for Telecommunications** (hereinafter referred to as "**AGER**") of the Democratic Republic of São-Tomé and Príncipe with its headquarters at Rua da Paz, B^o.de Hospital - São-Tomé, P.O. Box 1047, São-Tomé and Príncipe
(Hereinafter individually referred to as "Party" or collectively to as "the Parties");

NOTING the intent for beneficial cooperation between the Parties in the field of Science & Technology;

RECALLING the interests expressed by Republic of São Tomé & Príncipe, to Ministry of External Affairs, Government India for co-operation in the space activities and the mutual interest in installation of a ground station for Space related activities,

RECALLING the Letter of Intent signed between Indian Space Research Organisation (ISRO) of the Republic of India and Ministry of Foreign Affairs and Communities of Democratic Republic of São-Tomé and Príncipe (hereinafter referred to as "LOI") for cooperation on installation and operation of a ground station for Space related activities during March 2018;

CONSIDERING the provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, of January 27, 1967 and of related multilateral treaties and agreements on the exploration and use of outer space to which Indian Government is a Party, to encourage international cooperation for exploration and peaceful uses of outer Space;



EXPRESSING their mutual desire to enhance their long-term cooperation in the field of exploration of outer space and application of space technologies for the benefit of the people of both Countries;

SEEKING to preserve outer space for peaceful purposes open to wide international cooperation;

DESIRING to establish an overall legal framework to facilitate cooperation in the peaceful uses of outer space between both Parties and the conclusion of Implementing Arrangements for cooperation between their Implementing Agencies;

PURSUANT to the prevailing laws and regulations of the respective Countries;

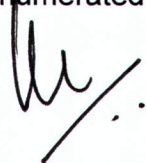
HAVE AGREED AS FOLLOWS:

ARTICLE 1 **Purpose**

The Parties shall promote cooperation between the two Countries in the field of outer space research and use of outer space for peaceful purposes in accordance with the respective national laws and regulations in force and their international obligations, commitments and principles of international law.

ARTICLE 2 **Implementing Agencies and Designated Institutions**

1. The Indian Space Research Organisation (ISRO) of India and the General Regulatory Authority for Telecommunications (AGER) of São-Tomé and Príncipe are identified by the Parties as the Implementing Agencies responsible for the development, coordination and control of cooperation envisaged under this Framework Agreement between the Government of the Republic of India and the Democratic Republic of São-Tomé and Príncipe on Cooperation in the Exploration and Uses of Outer Space for Peaceful Purposes (hereinafter referred to as the "Agreement").
2. The Parties or the Implementing Agencies within the limits of their competence may designate other institutions to develop Cooperative Programmes in areas enumerated in Article 3 below. In such a case, that Party or Implementing Agency



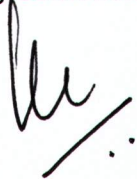
shall duly notify the other Party or Implementing Agency the designated institution in charge of this Cooperative Programme.

3. Designation of any other institutions for the development and execution of the Cooperative Programmes as stipulated in Article 3 of this Agreement shall be mutually agreed upon by the Parties.

ARTICLE 3

Areas of Cooperation

1. Cooperation within the scope of this Agreement shall be carried out in the following areas:
 - a) Space science, exploration of outer space, use of space technology, monitoring of the earth's environment from outer space and remote sensing of the earth;
 - b) Establishment, Operation and Maintenance of Integrated TTC Facilities supporting launch vehicle and satellite mission management;
 - c) Cooperation in establishment and operation of remote sensing data acquisition and processing facilities;
 - d) Establishment, Operation and Maintenance of ground stations for supporting satellite navigation programmes;
 - e) Development of micro and mini satellites for scientific purposes;
 - f) Joint research and development activities, launch services, operation and utilisation of satellites;
 - g) Developing multidisciplinary forms of cooperation in the practical application of space technology and using the spin-off benefits of space technologies;
 - h) Capacity building in space science and technology and space application programmes for societal purposes;
 - i) Development of ground infrastructure for joint satellites programmes;
 - j) Exchange of technical and scientific personnel designated to participate in the cooperative programmes;
 - k) Organisation of training programmes in areas of mutual interest.
 - l) Reciprocal protection and promotion of Intellectual Property Rights related with the aforementioned areas of cooperation.
2. Any other additional areas of space cooperation shall be determined by mutual agreement between the Parties.

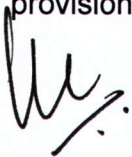


ARTICLE 4
Forms of Cooperation

1. Cooperation within the scope of this Agreement shall be carried out in the following forms:
 - a) Planning and implementation of joint space projects of mutual benefit and interest including commercial and societal interests;
 - b) Exchange of technical expertise in realisation, operation and maintenance of ground stations for satellite and launch vehicle missions for both short term and long term utilisation;
 - c) Utilisation of infrastructure facilities for establishment, operation and maintenance of Integrated TTC Facilities;
 - d) Exchange of equipment, documentation, data, results of experiments and scientific and technological information;
 - e) Organisation of personnel training programmes and facilitation for the participation of scientific and technical personnel in joint activities;
 - f) Utilisation of satellite launch vehicles and other space systems for the implementation of joint activities;
 - g) Organisation of joint symposia, conferences and scientific meetings;
 - h) Utilisation of remote sensing satellite data and processing.
2. Any other additional forms of cooperation shall be determined in written terms upon mutual consent between the Parties.

ARTICLE 5
Implementing Arrangements and Cooperative Programmes

1. For the implementation of this Agreement, the Parties may conclude specific Implementing Arrangements, which shall refer to and be subject to this Agreement, unless the Parties agree otherwise.
2. The Implementing Agencies and other designated institutions may, subject to procedures established by the laws and regulations of their respective Countries:
 - a) Agree on specific Cooperative Programmes, which will determine the principles, rules and procedures related to the organisation, implementation and, if necessary, financial support to such programmes;
 - b) Conclude Implementing Arrangements, which shall include, as appropriate, provisions related to the nature and scope of the Cooperative Programmes and



the individual and common responsibilities of the Implementing Agencies or other designated institutions. Such Implementing Arrangements shall refer to and be subject to this Agreement.

3. In accordance with the prevailing laws, regulations and policies including trade usages of the respective Countries, and upon mutual written consent of the Parties, any other third party may participate in the Cooperative Programmes carried out within the framework of this Agreement. Such participation from third parties shall be concluded in separate arrangements.

ARTICLE 6

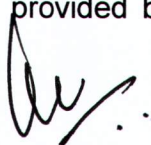
Joint Working Group and Project Teams

1. The Parties shall set up a Joint Working Group with members from both Parties and co-chaired by nominees from both Parties for the purpose of achieving the goals of this Agreement.
2. The Joint Working Group shall meet at least once a year, alternately in India and São-Tomé and Príncipe.
3. The Joint Working Group shall be responsible for examining the Cooperative Programmes, following up on their implementation, promoting cooperation between both countries within the ambit of this Agreement, and in a general manner examining all questions with respect to the performance of this Agreement and finding insofar as possible an amicable solution to any dispute that could arise between the Parties.
4. The Parties or, upon their authority, the Implementing Agencies, may set up Project Teams if necessary, to manage specific cooperative projects taken up under Implementing Arrangements.

ARTICLE 7

Principles of Financing

1. The Parties intend that the mutually agreed Programmes shall be performed on a cooperative basis. Funding arrangements for such activities shall be agreed upon by the Parties mutually on a case by case basis.
2. The financing of joint activities carried out pursuant to this Agreement shall be provided by the Parties in accordance with the laws and regulations of respective

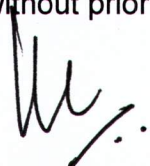


Parties and subject to the availability of funds allocated for these purposes.

3. The detailed financing of each project shall be drawn up in the respective implementing arrangement.
4. Nothing contained in this Article shall be construed as creating any additional obligations for the Republic of India and the Democratic Republic of São-Tomé and Príncipe concerning budgetary provisions to finance cooperation conducted pursuant to this Agreement.

ARTICLE 8 **Intellectual Property**

1. The Parties and their Implementing Agencies and other designated institutions, take the obligation to ensure effective protection of intellectual property created, developed and rights obtained from Cooperative Programmes carried out under this Agreement, in accordance with prevailing national laws of each Party and the multilateral agreements to which they are party to.
2. The specific and detailed terms and conditions that will determine the ownership and right to use and application of intellectual property will be defined in each Implementing Arrangement, if applicable and in consultation with the concerned governmental agency of respective countries.
3. The Implementing Agencies shall inform one another in a timely fashion of any inventions or copyrighted works or Geographical Indications (marks) etc. arising out of this Agreement and Implementing Arrangements and promptly seek protection for such intellectual property.
4. In case the research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party, the party concerned alone will apply for grant of IPR and once granted the IPR will be solely owned by the concerned Party.
5. In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly owned by the parties.
6. The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions / activities carried out under the Agreement to any third Party without prior written consent of the other party.



ARTICLE 9
Publication

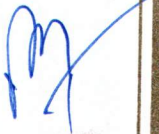
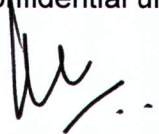
1. Any publication, document and / or paper arising out of joint work conducted by the participants pursuant to this Agreement will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both the Parties. It may however be ensured that official emblem and logo is not misused. Any research results generated from cooperation pursuant to this Agreement, shall only be published with the joint agreement of both Parties subject to the written confirmation that the necessary intellectual property developed jointly by the Parties during the course of activities under this Agreement are protected.

ARTICLE 10
Exchange of Information

1. In accordance with their respective laws and regulations, and observing the conditions of confidentiality envisaged under Article 11 of this Agreement, the Parties and their Implementing Agencies shall provide access, on a mutual basis and within a reasonable time, to the results of scientific research and work jointly carried out within the framework of this Agreement in accordance with the Implementing Arrangement in any chosen area of cooperation.
2. The Parties shall exchange scientific and technical results from any cooperation prepared and undertaken under this Agreement and Implementing Arrangement. Such results cannot be transferred to third Parties without prior mutual written consent of the Parties.
3. The Parties, through their Implementing Agencies according to their prevailing national laws, rules and trade usages concerning the information of limited access, shall facilitate the mutual exchange of information concerning the basic directions of their respective national space programmes.

ARTICLE 11
Confidentiality

1. All the information exchanged by the Parties and Implementing Agencies in the course of implementation of cooperative programmes shall be considered as confidential unless otherwise expressed by the Parties in writing.



2. Each Implementing Arrangement will define, inter-alia, the terms and conditions of confidential information exchange related to the Cooperative Programme.
3. All confidential information shall remain the exclusive property of the disclosing party. The Parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other party.

ARTICLE 12

Customs Regulations and Exchange of Personnel

1. In accordance with relevant laws and regulations, each Party shall facilitate customs clearance and work towards waiver of, on best effort basis, all applicable customs duties and taxes for equipment and related goods necessary for the implementation of this Agreement. Such arrangements will be fully reciprocal and in accordance with the respective relevant laws and regulations governing the Parties.
2. Each Party shall facilitate visits by the personnel of the other Party in pursuance of this Agreement and for this purpose take all actions necessary in order to facilitate the delivery by the competent authorities of required visas.
3. The Parties shall ensure that its personnel and equipment involved in the activities agreed under this Agreement shall respect political independence, sovereignty and territorial integrity of the host country, and shall have a duty not to interfere in internal affairs of the host country.

ARTICLE 13

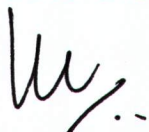
Transfer of goods and technical data

All activities of the Parties shall be carried out in accordance with their national laws and regulations, including their export control laws and regulations pertaining to the control of classified information and software.

ARTICLE 14

Liability

The Parties and their respective Implementing Agencies agree on a comprehensive



mutual waiver of claims among them and other designated institutions for damages caused to their goods or personnel directly involved in the implementation of this Agreement.

ARTICLE 15
Amendment

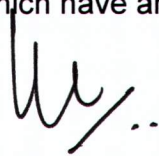
This Agreement may be amended at any time by mutual written consent of the Parties through diplomatic channel.

ARTICLE 16
Settlement of Disputes

The Parties and Implementing Agencies shall endeavour to resolve amicably any disputes concerning the interpretation and implementation of this Agreement through direct negotiations and consultations, without referring to any third party/ international tribunal.

ARTICLE 17
Entry into Force, Duration and Termination

1. This Agreement shall enter into force upon the signature by representatives of the Parties. This Agreement shall remain in force for a period of 99 (ninety nine) years and shall be extended later on mutual agreement.
2. This Agreement may be terminated by either Party by giving written notification through diplomatic channel. The termination shall take effect six (6) months following the date of the notification.
3. In the event of the termination or expiration of this Agreement, its provisions shall continue to apply to all Implementing Arrangements in effect at the time of termination or expiration of all unfinished programmes and projects, if the Parties do not agree otherwise. The termination of this Agreement shall not serve as the basis for the revision or termination of obligations of a financial or contractual nature still in force and shall not affect the rights and obligations of legal persons and citizens which have arisen before the termination of this Agreement.



4. Upon termination of this agreement, ISRO shall take the responsibility of suitably dismantling and disposing of the infrastructure established by it under this agreement in São-Tomé and Príncipe.

IN WITNESS WHEREOF, the Undersigned, being duly authorized thereto by their Governments, have signed this Agreement.

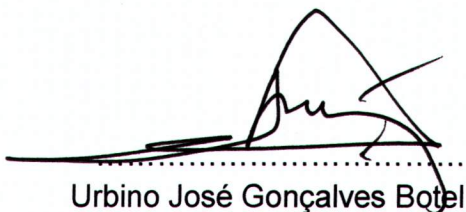
Done in New Delhi, on 7th day of September 2018, in two original copies, each in the Hindi, Portuguese and English languages, all three texts being equally authentic. In case of any divergence, the English text shall prevail.

FOR THE GOVERNMENT OF
THE REPUBLIC OF INDIA



M.J. Akbar ,
Minister of State, External Affairs
Government of Republic of India

FOR THE GOVERNMENT OF THE
DEMOCRATIC REPUBLIC OF SÃO-TOMÉ and
PRÍNCIPE



Urbino José Gonçalves Botelho
Minister for Foreign Affairs and Communities
Government of Democratic Republic of São
Tomé & Príncipe