

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF INDIA  
AND  
THE GOVERNMENT OF THE PORTUGUESE REPUBLIC**

**ON  
COOPERATION IN THE EXPLORATION AND USES OF OUTER  
SPACE  
FOR PEACEFUL PURPOSES**

**The Government of the Republic of India, through the Department of  
Space**

and

**The Government of the Portuguese Republic, through the Minister for  
Science, Technology and Higher Education**

(hereinafter individually referred to as "Signatory" and collectively referred to as the "Signatories"),

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

**EXPRESSING THE DESIRE** to develop the organisational basis and effective forms of bilateral interaction and to promote the development of partnerships in the field of exploration of the outer space and application of space technologies for the benefit of the people of both countries;

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

**DESIRING** to establish an overall framework to facilitate the cooperation between both countries in the peaceful uses of the outer space the





conclusion of Implementing Arrangements for the cooperation between their Implementing Agencies;

**HAVE REACHED THE FOLLOWING UNDERSTANDING:**

**CLAUSE 1**

**Purpose**

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

**CLAUSE 2**

**Implementing Agencies and Designated Institutions**

1. The Indian Space Research Organisation (ISRO) of the Department of Space (DOS) from the Indian side, and the Foundation for Science and Technology (FCT, I.P.) from the Portuguese side are identified as the Implementing Agencies responsible for the development, the coordination and control of the cooperation envisaged under this Memorandum of Understanding.
2. The Signatories or the Implementing Agencies may, within the limits of their competences, designate other institutions to develop Cooperative Programmes in the areas enumerated in Article 3 below. In such a case, that Signatory or Implementing Agency will duly notify the other Signatory or Implementing Agency of the designated institution in charge of that specific Cooperative Programme.
3. The designation of any other institutions for the development and execution of the Cooperative Programmes stipulated in Article 3 of this MoU will be decided upon by the Signatories.

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### **CLAUSE 3**

#### **Areas of Cooperation**

The Cooperation within the scope of this MoU will be carried out in the following areas:

- (i) Remote sensing of the earth;
- (ii) Satellite communication and satellite based navigation;
- (iii) Space science and planetary exploration;
- (iv) Use of spacecraft, launch vehicles, space systems and ground systems;
- (v) Practical applications of space technology including geospatial tools and techniques; and
- (vi) Other areas of cooperation to be determined by the Signatories.

### **CLAUSE 4**

#### **Forms of Cooperation**

1. The cooperation within the scope of this MoU will be carried out in the following forms:

- (i) Planning and implementation of joint space projects of mutual benefit and interest;
- (ii) Establishment, Operation and Maintenance of ground stations for data reception, processing and utilisation and also to provide support for launch vehicle and satellite missions;
- (iii) Establishment, Operation and Maintenance of ground stations for supporting satellite navigation programmes;
- (iv) Exchange of equipment, documentation, data, results of experiments and scientific and technological information;
- (v) Development of micro and mini satellites for scientific or commercial purposes;
- (vi) Joint research and development activities;
- (vii) Joint activities in launch services, operation and utilisation of satellites;
- (viii) Development of a new small launch vehicle safeguarding environmental impact and safety of operations;



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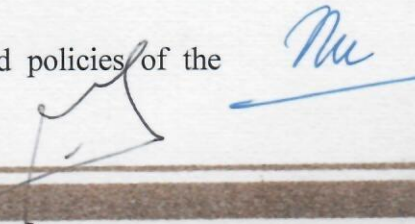


- (ix) Development of a new generation spaceport concept to support small launch vehicles;
  - (x) Development of multidisciplinary forms of cooperation in the practical applications of space technology and using the spin-off benefits of space technologies;
  - (xi) Capacity building in space science and technology and space application programmes for societal purposes;
  - (xii) Development of ground infrastructure for joint satellites programmes;
  - (xiii) Exchange of technical and scientific personnel designated to participate in the cooperative programmes;
  - (xiv) Organisation of joint symposia, conferences and scientific meetings;
  - (xv) Organisation of training programmes in areas of mutual interest.
2. Additional forms of cooperation will be determined in writing upon mutual consent between the Signatories.

## CLAUSE 5

### Implementing Arrangements and Cooperative Programmes

1. For the implementation of this MoU, the Signatories may conclude specific Implementing Arrangements, which will refer to and be subject to this MoU, unless the Signatories decide otherwise.
2. The Implementing Agencies and other designated institutions may, subject to procedures established by the laws and regulations of their respective Countries:
  - a) decide 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 will 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 will refer to and be subject to this MoU.
3. In accordance with the prevailing laws, regulations and policies of the





respective Countries, and upon mutual written consent of the Signatories , any third party may participate in the Cooperative Programmes carried out within the framework of this MoU. Such participation from third parties will be concluded in separate arrangements.

## **CLAUSE 6**

### **Joint Working Group and Project Teams**

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

## **CLAUSE 7**

### **Principles of Financing**

1. The Signatories intend that the mutually decided Programmes will be performed on a cooperative basis. Funding arrangements for such activities will be decided upon by the Signatories mutually on a case by case basis.
2. The financing of joint activities carried out pursuant to this MoU will be provided by the Signatories in accordance with the laws and regulations of respective Signatories and subject to the availability of funds allocated for these purposes.
3. The detailed financing of each project will be drawn up in the respective Implementing Arrangement.
4. Nothing in this Article will be construed as creating additional obligations





for the Government of India and Government of the Portuguese Republic concerning budgetary provisions to finance cooperation conducted pursuant to this MoU.

#### **CLAUSE 8**

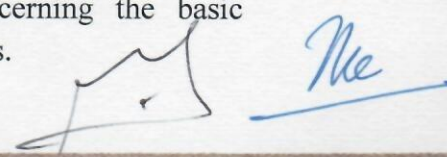
##### **Intellectual Property**

1. The Signatories and their Implementing Agencies and other designated institutions, take the duty to ensure effective protection of the intellectual property rights created by and the benefits obtained from Cooperative Programmes carried out under this MoU.
2. The specific and detailed terms and conditions that will determine the ownership of intellectual property will be defined in each Implementing Arrangement, if applicable.
3. The Implementing Agencies will inform one another in a timely fashion of any inventions or copyrighted works arising out of this MoU and Implementing Arrangements and promptly seek protection for such intellectual property.

#### **CLAUSE 9**

##### **Exchange of Information**

1. In accordance with their respective laws and regulations, and observing the conditions of confidentiality envisaged under Article 10 of this MoU, the Signatories and their Implementing Agencies will 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 MoU in accordance with the Implementing Arrangement in any chosen area of cooperation.
2. The Signatories will exchange the scientific and technical results from any cooperation prepared and undertaken under this MoU and its Implementing Arrangements. Such results cannot be transferred to third parties without prior mutual consent of the Signatories.
3. The Signatories, through their Implementing Agencies according to their prevailing national laws concerning the information of limited access, will facilitate the mutual exchange of information concerning the basic directions of their respective national space programmes.

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## **CLAUSE 10**

### **Confidentiality**

1. All the information exchanged by the Signatories and Implementing Agencies in the course of implementation of the cooperative programmes will be considered confidential unless otherwise expressed by the Signatories in writing.
2. Each Implementing Arrangement will define, inter-alia, the terms and conditions of confidential information exchange related to the Cooperative Programme.

## **CLAUSE 11**

### **Customs Regulations and Exchange of Personnel**

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

## **CLAUSE 12**

### **Liability**

The Signatories and their respective Implementing Agencies mutually decide on the liability for foreseeable damages resulting from the implementation of this MoU.





### **CLAUSE 13**

#### **Changes**

This MoU may be changed at any time by mutual written consent of the Signatories through diplomatic channels.

### **CLAUSE 14**

#### **Interpretation**

The Signatories and the Implementing Agencies will endeavour to solve any question concerning the interpretation and implementation of this MoU through direct negotiations.

### **CLAUSE 15**

#### **Effect, duration and termination**

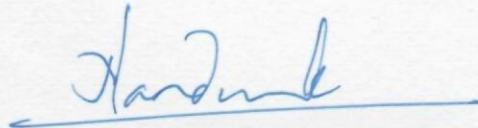
1. This MoU will come into effect upon the date of its signature.
2. This MoU will remain effective for a period of 10 (ten) years and will automatically be extended for subsequent periods of 5 (five) years, unless either Signatory intends to terminate as per the Article 15.3.
3. This MoU may be terminated by either Signatory by giving written notification through diplomatic channels. The termination will take effect six (6) months following the date of the notification.
4. The termination of this MoU will not serve as the basis for the revision or termination of obligations of financial or contractual nature still in effect.
5. After the termination of this MoU, both sides will continue exchanging information relating to the areas of cooperation in order to ensure national security; such results can not be transferred to the third parties without prior mutual consent of the Signatories or other corresponding agreement.





Signed in Lisbon, on the 24<sup>th</sup> of June 2017 in two original copies, in Portuguese and English, all texts having equal validity. In case of any divergence, the English text will prevail.

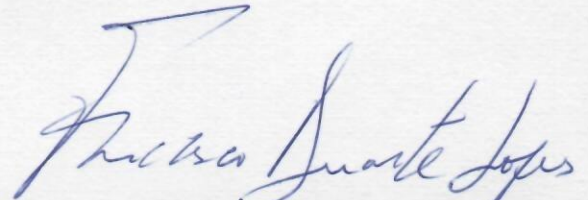
**FOR THE GOVERNMENT OF  
THE REPUBLIC OF INDIA**



**Smt. K. Nandini Singla**

**Ambassador of the  
Republic of India to  
Portugal**

**FOR THE GOVERNMENT OF  
THE PORTUGUESE REPUBLIC**



**Mr. Francisco Duarte Lopes  
Director General of External  
Policy of the Ministry of  
Foreign Affairs**