IMPLEMENTING ARRANGEMENT

BETWEEN

THE CENTRE NATIONAL D'ETUDES SPATIALES

AND

THE INDIAN SPACE RESEARCH ORGANISATION

RELATED TO THEIR COOPERATION CONCERNING

HOSTING ARGOS ON-BOARD OCEANSAT-3

TABLE OF CONTENTS

PREAMBLE

CENTRE NATIONAL D'ETUDES SPATIALES of France (hereinafter referred to as "CNES") and the INDIAN SPACE RESEARCH ORGANISATION (hereinafter referred to as "ISRO"),

Hereinafter individually referred to as "Party" or collectively to as "the Parties" to this Implementing Arrangement ("IA");

CONSIDERING the desirability of enhanced cooperation between the Parties for the use of space for research in the Earth sciences and global change, for the potential benefits of all nations;

RECALLING the terms of the Cooperation Agreement signed on April 10th 2015 between the Parties and called, "Programme between CNES and ISRO for a reinforced cooperation in space activities" (hereinafter referred to as "Cooperation Agreement") which set out the terms and conditions for a favourable cooperative framework between the Parties for the implementation of any future joint mission and/or any cooperative activities decided by the Parties;

TAKING NOTE that the ARGOS System was created in 1978 by the CNES, NASA and NOAA, originally as a scientific tool for collecting and relaying meteorological and oceanographic data around the world;

TAKING NOTE that currently two other international space agencies also actively participate in the ARGOS System such as EUMETSAT and NOAA;

RECALLING the Memorandum of Understanding signed on February 23rd, 2007, between ISRO and CNES for the cooperation related to ARGOS payload on-board SARAL satellite with the objective to expand the joint efforts of CNES, NOAA and EUMETSAT by including ISRO to provide a system for the location, acquisition, and distribution of environmental data and in order to improve the performance of the global ARGOS System;

RECOGNIZING the importance of in-situ data collected by the global ARGOS System for improving the knowledge of the Earth, its characteristics and natural phenomena and the protection of its natural resources, thereby contributing to meteorological forecasting and climate monitoring;

TAKING INTO ACCOUNT ISRO's programmatic plan to realise the OCEANSAT-3 satellite and launch by middle of 2018;

RECALLING the interest expressed by the Parties during previous bilateral technical discussions regarding hosting ARGOS on-board the Indian OCEANSAT-3 satellite;

TAKING INTO ACCOUNT the willingness of CNES to provide one (1) ARGOS Payload Integrated Module (PIM) to be hosted on-board the Indian OCEANSAT-3 satellite;

TAKING INTO ACCOUNT the willingness of ISRO to welcome one (1) ARGOS PIM to be hosted on-board the OCEANSAT-3 satellite;

CONSIDERING the mutual interests and willingness, the Parties agree hosting the ARGOS PIM on-board OCEANSAT-3;

PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1

PURPOSE

The purpose of the present Implementing Arrangement (hereafter "IA") is to set forth the respective responsibilities of the Parties and the terms and conditions under which they will cooperate on hosting ARGOS on-board OCEANSAT-3. In particular, the scope of this IA covers their cooperation related to hosting of the ARGOS PIM on-board OCEANSAT-3 satellite.

The Parties shall carry out the cooperative activities under this IA, on a best effort basis, subject to the laws and regulations applicable in each country and to the availability of their respective resources.

ARTICLE 2

RELATIONSHIP TO OTHER AGREEMENTS

2.1 COOPERATION AGREEMENT

This IA is concluded pursuant to Article 6 of the Cooperation Agreement, the provisions of which shall apply to this IA unless stated otherwise in this IA. In the event of a conflict between the provisions of this IA and the Cooperation Agreement, the terms of the Cooperation Agreement shall prevail.

2.2 OTHER AGREEMENTS

This IA shall not prejudice existing agreements between the Parties, or the ability of the Parties to conclude other agreements or arrangements regarding matters outside the scope of this IA, as mutually agreed. This IA shall be without prejudice to cooperation of either Party with other government entities or international organisations.

ARTICLE 3

DEFINITIONS

As used in the present IA, the following terms shall have the specified meanings:

3.1 **"ARGOS Payload"** consist of:

- the ARGOS instrument composed of one receiver/processor, one transmitter, one diplexer and one UHF antenna,

- the ARGOS Interface Unit (providing electrical Interface between the ARGOS payload and the OCEANSAT-3 satellite)
- the ARGOS L-band transmission chain composed of two L-band transmitters (one active at a time) and one L-band antenna.

3.2 **The "ARGOS PIM (Payload Integrated Module)"** is the part of the OCEANSAT-3 satellite, which includes the ARGOS Payload and the interface required for its accommodation on the OCEANSAT-3 satellite.

3.3 **"ARGOS System"** means the set of ARGOS payloads on-board NOAA, EUMETSAT and ISRO satellites with the associated ground segments.

3.4 **"ARGOS Ground Segment"** means the ground stations receiving the ARGOS instrument Data (real-time and global mode).

3.5 **"ARGOS Telemetry"** is downlinked data comprising:

- "ARGOS Housekeeping Data" (measurements of health of the ARGOS Payload) transmitted in S-band;
- "ARGOS Instrument Data" (ARGOS mission data) transmitted in L-band for the real-time mode and in X-band or L-band for the global mode.

3.6 **"OCEANSAT-3 Satellite"** consist of the OCEANSAT-3 platform carrying Ocean Colour Monitor (OCM-3), Sea Surface Temperature Monitor (SSTM) and Scatterometer payloads of ISRO and ARGOS PIM of CNES as hosted payload.

3.7 **"OCEANSAT-3 Ground Segment"** means all elements and facilities required to operate the OCEANSAT-3 satellite, acquire its telemetry, process, distribute, and archive telemetry and OCEANSAT-3 data products.

3.8 **"OCEANSAT-3 Mission"** consist of the following payloads OCM-3, SSTM and Scatterometer, and the Ground Segment, the launch and the operations of the OCEANSAT-3 satellite, and related data processing, distribution and archiving.

3.9 **"OCEANSAT-3/ARGOS Mission"** refers to the activities pertaining to the integrated ARGOS PIM on-board OCEANSAT-3, the control command Ground Segment, the X-Band Ground Station, and related data transfer to ARGOS Processing center.

3.10 **"Damage" means:**

- harm to, impairment of the health of, or death of any person;
- harm to, destruction or loss of, or loss of use of any property;

- other direct, indirect, or consequential damages.

3.11 **"Data Collection Platforms"** are transmitter beacons with or without receivers.

3.12 **"Exclusive Economic Zone"** means the area of two hundred (200) nautical miles from the baselines, beyond and adjacent to the territorial sea of the Republic of India, over which India exercises its sovereign rights and jurisdiction according to the provisions of the United Nations Convention on the Law of the Sea.

3.13 **"Participating Agencies"** means CNES, procuring the ARGOS instruments, on the one hand and NOAA, EUMETSAT and ISRO providing the satellites and launch services, on the other hand.

3.14 **"Related Entity" means:**

- a contractor, subcontractor or grant recipient of a Party at any tier;
- a user or customer having a contractual link with a Party at any tier;
- a contractor or subcontractor of a user or customer or grant recipient of a Party at any tier.

The terms "contractors" and "subcontractors" include suppliers of any kind.

ARTICLE 4

OBJECTIVE AND DESCRIPTION OF OCEANSAT-3/ARGOS

The present IA expands the joint efforts of the Participating Agencies to provide a system for the location, acquisition, and distribution of environmental data. The continued use of the ARGOS System will improve and expand the capabilities of the global operational weather system. It will also support research and development in ocean, weather, and other environmental disciplines.

4.1 Objective of OCEANSAT-3/ARGOS

4.1.1 OCEANSAT-3/ARGOS represents a joint contribution by the Parties to the development and operational implementation of ARGOS through the provision by ISRO of a flight opportunity on the OCEANSAT-3 satellite for ARGOS by CNES.

4.1.2 The main objective of OCEANSAT-3/ARGOS is to provide a capability, through the ARGOS Payload on-board the OCEANSAT-3 satellite, to receive data from Data Collection Platforms and transmit these to the ARGOS Ground Segment, for subsequent transmission to the ARGOS Data Processing and Distribution

Centre in Toulouse. In addition, the ARGOS Payload allows the transmission of short messages directly to Data Collection Platforms equipped with a receiver.

4.2 OCEANSAT-3/ARGOS Description

4.2.1 The OCEANSAT-3 /ARGOS consists of a data acquisition chain comprising:

4.2.1.1 Data Collection Platforms operated by the users,

4.2.1.2 the ARGOS Payload integrated in the ARGOS PIM on the OCEANSAT-3 satellite,

4.2.1.3 the part of the on-board OCEANSAT-3 telemetry, tracking and command system related to the command and control of the ARGOS Payload, the on-board storage capacity for ARGOS Data collected in orbit and the transmission of such data to the ground,

4.2.1.4 a capacity at ISRO for the extraction of the ARGOS Housekeeping Data from the OCEANSAT-3 telemetry data stream and for the transmission of these data to the ARGOS Data Processing and Distribution Centre in Toulouse,

4.2.1.5 the OCEANSAT-3/ARGOS real time data to be provided through a direct broadcast service from the OCEANSAT-3 satellite via the ARGOS L-band transmission chain,

4.2.1.6 the ARGOS Data recorded on-board the OCEANSAT-3 satellite to be transmitted in X-band or L-band to the ARGOS Ground Segment.

4.2.2 The ARGOS System, of which the OCEANSAT-3/ARGOS will be one element, consists of:

4.2.2.1 A set of ARGOS instruments embarked on satellites in polar orbit, spread in three planes, with at least one satellite by plane, and operated by CNES jointly with NOAA, EUMETSAT and ISRO.

4.2.2.2 ARGOS ground stations to receive the ARGOS mission data in real-time mode or global mode,

4.2.2.3 an ARGOS Data Processing and Distribution System developed and operated by CNES and comprising global data processing and distribution centres in the following locations: Toulouse (France) and Largo (USA).

ARTICLE 5

RESPONSIBILITIES OF THE PARTIES

5.1 ISRO Responsibilities

5.1.1 Define and approve jointly with CNES the OCEANSAT-3/ARGOS Project Plan (referred in Article 6.3 hereafter), the Interface and Requirements document, the OCEANSAT-3/ARGOS System and Ground Requirements document;

5.1.2 Define the OCEANSAT-3 system, taking into account the integration of the ARGOS PIM on the OCEANSAT-3 satellite, the development of the ARGOS Payload control and command functions, the development and integration of the ARGOS Data extraction software in the OCEANSAT-3 Ground Segment and perform the acceptance testing of the relevant software, with the support of CNES;

5.1.3 Perform, as necessary, with CNES, support according to the Project Plan, the overall OCEANSAT-3/ARGOS system engineering and associated tests;

5.1.4 Conduct or support, as necessary, with CNES, CNES-ISRO project reviews, as defined in the Project Plan;

5.1.5 Provide interface, design, fabrication and test information and support for CNES to fulfil its respective responsibility under this IA;

5.1.6 Design, fabricate, test and prepare to integrate the OCEANSAT-3 satellite as per the programme approved by ISRO;

5.1.7 Provide an electrical simulator of the OCEANSAT-3-payload interface to CNES as defined in the Project Plan;

5.1.8 Provide accommodation of ARGOS PIM on OCEANSAT-3 satellite, required power at ARGOS, Telemetry/ Telecommand interface, Payload interface and OCEANSAT-3/ARGOS mission data transmission interfaces;

5.1.9 Provide space and infrastructure at ISRO's premises for the ARGOS PIM stand-alone test, integration on the OCEANSAT-3 platform and testing;

5.1.10 Conduct together with CNES the integration of the previously tested ARGOS PIM onto the OCEANSAT-3 platform; perform functional tests of the ARGOS PIM including post vibration and acoustic tests;

5.1.11 Provide ground support equipment and qualified personnel at appropriate sites as defined in the OCEANSAT-3/ARGOS System

and Ground Requirements document to support payload and system integration, testing, and launch operations;

5.1.12 Establish and test the ISRO elements of the OCEANSAT-3/ARGOS Ground Segment with CNES support, as necessary, as defined in the OCEANSAT-3/ARGOS System and Ground Requirements document;

5.1.13 Perform satellite operations, command and control the satellite including ARGOS payload in all phases (acquisition, assessment and routine) throughout the whole OCEANSAT-3 satellite lifetime;

5.1.14 Ensure within the resources available to the OCEANSAT-3 Ground Segment, the continuous operations of the ARGOS Payload on-board the operational OCEANSAT-3 satellite when this satellite is in nominal routine operating mode;

5.1.15 Provide support to CNES for the in-flight commissioning of the ARGOS Payload and perform together with CNES, the evaluation and calibration activities to verify the OCEANSAT-3/ARGOS performance achieved on-orbit as referred in the OCEANSAT-3/ARGOS System and Ground Requirements document;

5.1.16 Extract and archive the ARGOS Housekeeping Data, from the OCEANSAT-3 telemetry data stream received at the OCEANSAT-3 Ground Segment as defined in the Project Plan and ensure its transmission to the ARGOS Data Processing and Distribution Centre in Toulouse, in a time-frame compatible with the specified operational requirements of the ARGOS Data Collection System referred to in the Project Plan;

5.1.17 Make available to CNES the data necessary for ARGOS Data acquisition and processing as specified in the OCEANSAT-3/ARGOS System and Ground Requirements document in a time-frame compatible with the specified operational requirements of the ARGOS Data Collection System referred to in the Project Plan;

5.1.18 Inform CNES of any technical or programmatic problems with respect to the ARGOS Payload, which may affect OCEANSAT-3 Mission schedule or performance.

5.2 CNES Responsibilities

5.2.1 Define and approve jointly with ISRO the Project Plan, the Development Plan, the Mission Rationale Interface and Requirements document, the OCEANSAT-3/ARGOS System and Ground Requirements document;

5.2.2 Design, fabricate, assemble, test and calibrate the ARGOS Payload; integrate the ARGOS Payload in the ARGOS PIM; and provide the fully tested ARGOS PIM to be integrated with the satellite in a time schedule as defined in the Project Plan;

5.2.3 Support, as necessary, ISRO according to the Project Plan for the overall OCEANSAT-3/ARGOS system engineering and testing;

5.2.4 Conduct or support, as necessary with ISRO, CNES-ISRO project reviews, as defined in the Project Plan;

5.2.5 Provide interface, design, fabrication and test information and support ISRO to fulfil its respective responsibility under this IA;

5.2.6 Provide an electrical simulator of the ARGOS PIM to ISRO as defined in the Project Plan;

5.2.7 Conduct together with ISRO the integration of the ARGOS PIM onto the OCEANSAT-3 satellite and functional testing of the ARGOS PIM;

5.2.8 Provide ground support equipment and qualified personnel at appropriate sites as defined in the OCEANSAT-3/ARGOS System and Ground Requirements document to support payload and system integration, testing, and launch operations;

5.2.9 Establish and test the CNES elements of the OCEANSAT-3/ARGOS Ground Segment with support of ISRO, as necessary, as defined in the OCEANSAT-3/ARGOS System and Ground Requirements document;

5.2.10 Perform overall ARGOS system level testing, evaluation of test results, and preparation for operations;

5.2.11 Provide support to ISRO, as detailed in the Project Plan, for the interface validation and acceptance testing of the functions for the ARGOS Data extraction and transfer to CNES;

5.2.12 Deliver to ISRO in accordance with a schedule agreed in the Project Plan, the control and command procedures of the implementation in the OCEANSAT-3/ARGOS Ground Segment and participate in their validation and acceptance tests;

5.2.13 Provide to ISRO telecommands or request for command files for the ARGOS Payload instruments, as defined in the OCEANSAT-3/ARGOS System and Ground Requirements document;

5.2.14 Perform, with ISRO support, the in-flight commissioning of the ARGOS Payload;

5.2.15 Perform together with ISRO the evaluation and calibration activities to verify the OCEANSAT-3/ARGOS performance achieved on-orbit as referred in the OCEANSAT-3/ARGOS System and Ground Requirements document;

5.2.16 Provide to ISRO engineering support for anomaly resolution for the ARGOS PIM;

5.2.17 Establish required links with NRSC for payload data and with ISTRAC for Telemetry/ Telecommand data and requests for ARGOS operations;

5.2.18 Be responsible for the operations of the ARGOS Data Processing and Distribution System referred to in the Article 4.2.2.3 above, including the interface with the ARGOS System users from the ARGOS Data Processing and Distribution System, and designate the point of contact for the ARGOS users;

5.2.19 Inform ISRO of any technical or programmatic problems with respect to the ARGOS Payload and the ARGOS PIM, which may affect overall OCEANSAT-3 Mission schedule or performance;

5.2.20 Be responsible for the registration of the ARGOS System frequencies by the International Telecommunications Union (ITU).

5.3 COMMON RESPONSIBILITIES

5.3.1 It is understood by the Parties that ISRO retains the right to deactivate the ARGOS Payload hosted on-board the OCEANSAT-3 satellite at any time, if ISRO finds it necessary for technical or safety reasons. In this situation, ISRO will notify in writing CNES without any delay.

5.3.2 Each Party waives action against the other Party in the event of total or partial failure or deactivation of the ARGOS Payload, or total or partial failure of the OCEANSAT-3 satellite.

5.3.3 Furthermore, it is understood that the re-launch of an ARGOS instrument will not necessarily take place if the ARGOS instrument for any reason fails to become or ceases to become operable.

5.3.4 The Parties will use reasonable efforts to avoid changes that will have a negative effect on the other Party with regard to implementation approach, cost, and/or schedule, and where they cannot be avoided, to minimize these negative effects.

5.3.5 Should a delay or an issue in the development and delivery of the ARGOS instruments be deemed to adversely affect the ISRO launch schedules, the Parties shall consult each other as soon as

possible and use reasonable efforts to minimize the negative effects on ARGOS or OCEANSAT-3 Mission.

ARTICLE 6

MANAGEMENT

6.1 In order to achieve the objectives of this cooperation the Parties shall:

6.1.1 Each appoints a Project Manager responsible for the technical implementation of this IA;

6.1.2 Each appoints a Programme Manager who shall be responsible for the overall implementation of this IA;

6.1.3 Establish a "OCEANSAT-3/ARGOS" Management Committee which shall constitute the highest level for decisions for the implementation of this IA and which shall operate in accordance with Article 7 hereafter;

6.1.4 Jointly draw up and maintain a Project Plan as set out in Article 6.3 below.

6.2 Reviews

ISRO shall conduct the necessary OCEANSAT-3 reviews and shall invite CNES, as far as relevant for ARGOS aspects, to support and participate as a member of the review panels and review boards respectively, in accordance with the Project Plan.

CNES shall conduct the necessary ARGOS PIM reviews and shall invite ISRO, as far as relevant for OCEANSAT-3 aspects, to support and participate as a member of the review panels, review boards respectively, in accordance with the Project Plan.

6.3 Program Management Documents

The OCEANSAT-3/ARGOS Project Plan jointly drawn up by the Parties project managers shall constitute a work plan that may be revised from time to time by mutual agreement, and which shall provide, at a minimum:

6.3.1 The joint management structures and points of contact;

6.3.2 Appropriate documentation list related to accommodation of the ARGOS PIM on-board OCEANSAT-3;

6.3.3 Detailed requirements and delivery schedule related to the provision of any equipment, data, software, services or facilities;

6.3.4 A list of deliverables and project milestones; and

6.3.5 The procedures for change requests or change proposals to the Project Plan.

Any program documents referenced in this IA shall refer to, and be subject to, the terms of this IA. In the event of a conflict between the provisions of a technical program document and this IA, the terms of the IA shall prevail.

ARTICLE 7

OCEANSAT-3/ARGOS MANAGEMENT COMMITTEE

7.1 In accordance with Article 6.1 above, CNES and ISRO shall establish an "OCEANSAT-3/ARGOS Management Committee" (hereafter referred to OAMC) which shall:

7.1.1 Review the progress in the implementation of this IA;

7.1.2 Provide directives and instructions as necessary;

7.1.3 Address as appropriate any major technical or schedule-related issue, or any other difficulty affecting any Party's or both Parties' activities;

7.1.4 Oversee the observance of obligations undertaken by the Parties under this IA.

7.2 The OAMC shall be co-chaired by representatives duly appointed by Parties. The Committee shall meet at the request of either Party. The Programme Managers shall report to the OAMC on the progress of the implementation of this IA and submit to it all unresolved issue at their level.

7.3 If the OAMC is unable to reach an amicable solution on issue not resolved at the Programme Managers level; such issue shall be resolved as provided for in Article 13 of this IA.

7.4 The OAMC shall report to the Steering Committee put in place under Article 5 of the Cooperation Agreement.

ARTICLE 8

PRINCIPLES GOVERNING MANAGEMENT OF DATA FROM OCEANSAT-3/ARGOS

8.1 Management, Distribution and use of data of OCEANSAT-3/ARGOS are topics handled at the level of the ARGOS Operations Committee (ARGOS OPSCOM) co-chaired by the Participating

Agencies and in compliance with the ARGOS Terms of Reference (hereafter referred to as ToR) and Global System Use Policy.

8.2 In its administrative function, the ARGOS OPSCOM follows the ARGOS ToR. The ARGOS OPSCOM develops and revises, as necessary, its objectives, membership, organization, meeting procedures and decision making process. These detailed provisions are formalized in the ARGOS OPSCOM Consolidated Report.

8.3 The Parties agree that access to and use of data collected by the OCEANSAT-3/ARGOS will be subject to the contracts to be signed between CNES and the Data Collection Platforms users. Data Collection Platform users will make data collected available without reservation with the following exceptions:

8.3.1 ISRO will be informed by CNES of any Data Collection Platforms transmitting from the territory of the Republic of India and its Exclusive Economic Zone as defined by Part V of the United Nations Convention on the Law of the Sea,

8.3.2 Any data collected from within the territory of the Republic of India and its Exclusive Economic Zone may be identified as confidential by ISRO, and such data shall not be distributed without the written consent of ISRO to anyone other than the owner of the Data Collection Platform that has generated it.

ARTICLE 9

INTELLECTUAL PROPERTY RIGHTS

9.1 Nothing in this IA shall be construed as granting, either expressly or by implication, to the other Party any rights to, or interest in, any inventions or works of a Party or its related entities (contractors, subcontractors, cooperating entity or sponsored entity at any tier) made prior to the entry into force of, or outside the scope of this IA, including any patents corresponding to such inventions or similar forms of protection (in any country) or any copyrights corresponding to such works.

9.2 Any rights to, or interest in, any inventions or works made in the performance of this IA solely by one Party or any of its related entities, including any patents or similar forms of protection (in any country) corresponding to such invention or any copyright

corresponding to such work, shall be owned by such Party or its related entity.

9.3 In the event that an invention is jointly made by the Parties and/or their related entities in the performance of this IA, the Parties shall consult and agree on:

9.3.1 the allocation of rights to, or interest in, such joint invention, including any patents or similar forms of protection (in any country) corresponding to such joint invention;

9.3.2 the responsibilities, costs, and actions to be taken to establish and maintain patents or similar forms of protection (in any country) for each such joint invention; and

9.3.3 the terms and conditions of any license or other rights to be exchanged between the Parties or granted by one Party to the other Party.

9.4 In the event that any jointly authored work is made by the Parties and/or their Related Entities in the performance of an Implementing Arrangement, the Parties and/or their relevant related entities, as appropriate, shall in good faith, consult and agree as to the handling of the copyrights (in any country).

9.5 Subject to the provisions of Article 12 (Publication of Public Information) and Article 10 (Transfer of Goods and Technical Data) of the Cooperation Agreement, for any copyrighted work which is created jointly by the Parties and/or their related entities in the performance of this IA, each Party will have a royalty-free, non-exclusive right to reproduce, prepare derivative works, distribute, and present publicly, for its own non-commercial purposes, and authorize its related entities to do so on its behalf.

ARTICLE 10

CONFIDENTIALITY

10.1 The Parties agree to apply the following provisions to any information regarded as proprietary (hereinafter referred to as "Proprietary Information") and exchanged during the implementation of the present IA:

10.2 "Proprietary Information" means technology or other information which contains trade secrets or technical, commercial and financial

information which are of a confidential nature and are not normally divulged to the public;

10.3 For the purposes of this IA, any such Proprietary Information disclosed by one Party to the other, which is in writing and appropriately and clearly marked as being proprietary, or which is disclosed orally or visually and is promptly confirmed in writing as being proprietary will be deemed to be Proprietary Information of the disclosing Party, and the recipient Party agrees that it will treat such Information as confidential using the same degree of care that it would normally use in protecting its own Proprietary Information. The receiving Party further agrees to use the Proprietary Information disclosed by the other Party exclusively for the purpose of this IA and for no other purpose whatsoever and not to disclose such Proprietary Information to third parties, without the prior written permission of the disclosing Party, except to its own employees, any third parties and their employees who need to know such information for the performance of any Party's responsibilities.

10.4 The Parties will take all necessary steps to ensure that the aforementioned obligations are respected by their employees. The Parties shall also cause the employee of any third Party who has access to such Proprietary Information in the performance of activities performed under this IA to be bound by the provisions of this Article related to use, disclosure, retransfer and return of identified Proprietary Information.

10.5 On completion of the activities performed under this IA and according to any directives of the disclosing Party, the receiving Party shall return or otherwise dispose of the Proprietary Information provided by the disclosing Party under this IA.

10.6 Obligations under this Article shall continue to apply after the expiration or termination of this IA.

ARTICLE 11

REGISTRATION OF SPACE OBJECTS AND FREQUENCIES

11.1 ISRO shall request Government of India to register the OCEANSAT-3 satellite as a space object in accordance with the Convention on Registration of Space Objects Launched into Outer Space of January 14, 1975.

11.2 ISRO shall ensure registration of the OCEANSAT-3 frequencies by the International Telecommunications Union (ITU), with the support of CNES as required.

11.3 CNES shall ensure registration of the ARGOS System frequencies by the International Telecommunications Union (ITU).

ARTICLE 12

SETTLEMENT OF DISPUTES

12.1 Any issue concerning the interpretation or implementation of the present IA not resolved at OAMC provided in Article 7 will be referred to Steering Committee put in place under the Cooperation Agreement referred to in the Preamble and to which the present IA is subject to.

12.2 If no amicable solution can be found at this level, the issue shall be settled by mutual agreement according to settlement of dispute mechanisms defined in Article 13 of the Cooperation Agreement and ultimately by the Chairman of ISRO and the President of CNES.

ARTICLE 13

AMENDMENTS

This Implementing Arrangement may be amended through mutual written agreement by the Parties.

ARTICLE 14

ENTRY INTO FORCE AND DURATION

14.1 This IA shall enter into force as from the date of its signature and remain in force for the duration of the OCEANSAT-3 Mission. This IA may be amended by written agreement of the Parties.

14.2 Either Party may terminate this IA at any time upon twelve months written notice to the other Party. In that event, the Parties shall endeavour to reach agreement on terms and conditions to minimize negative impacts of such termination on the other Party.

Done at New Delhi, on January 25, 2016 in two originals, in French, Hindi and English languages, all texts being equally authentic. However, the English version shall be used for any issue related to the interpretation or implementation of this IA.

For CNES

(Jean-Yves Le Gall)

President

For ISRO

(A.S. Kiran Kumar)

Chairman