

FRAMEWORK AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
ON
COOPERATION IN THE EXPLORATION AND USES OF
OUTER SPACE FOR PEACEFUL PURPOSES

The Government of the Republic of India

and

The Government of the Republic of Indonesia

(hereinafter collectively referred to as the "Parties"),

NOTING the existing mutually beneficial cooperation between the Parties in the field of space science & technology;

RECOGNIZING the Cooperation between the Parties in the area of Telemetry, Tracking and Command (TT&C) support for Indian satellites and launch vehicles through the TT&C Stations established at Biak in Indonesia and in capacity building;

TAKING INTO ACCOUNT the agreed minutes of the Second Joint Committee Meeting on space cooperation between ISRO and LAPAN held during June 28-29, 2011 at New Delhi, the LAPAN-ISRO Third Joint Committee Meeting on Outer Space held in Jakarta on 17-19 November 2014, and the ISRO-LAPAN Fourth Joint Committee Meeting on Outer Space held in Bangalore on 14-15 November 2017;

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 both Governments are



Parties, which 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 Government of the Republic of India designate the Indian Space Research Organisation (ISRO) and the Government of the Republic of Indonesia designate the National Institute of Aeronautics and Space (LAPAN) as their respective Implementing Agencies, who will be responsible for the development, coordination and control of cooperation, as well as carry out the Cooperative Programmes envisaged under this Framework Agreement between the Government of the Republic of India and the Government of the Republic of Indonesia 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 its Implementing Agency shall duly notify the other Party or its Implementing Agency the designated institution in charge of the 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 **Scope of Cooperation**

The scope of cooperation under this Agreement are as follow:

- 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) Developing multidisciplinary forms of cooperation in the practical application of space technology and using the spin-off benefits of space technologies;
- c) Operation, maintenance, augmentation, upgradation, and use of Integrated Biak Ground Stations for mutual benefit of both Parties;
- d) Hosting of Indian Ground Station in Indonesia for Indian Remote Sensing Satellites including data sharing;
- e) Hosting of IRNSS Range and Integrity Monitoring Station (IRIMS) equipment for NAVIC Program;
- f) Joint research and development activities in space technology including on sounding rockets;
- g) Operation and utilisation of satellites, and payload hosting for space science missions;
- h) In kind support for launch services of 2 (two) LAPAN made satellites every 5 (five) years;
- i) Cross utilisation of ground stations owned by the Parties;
- j) Exchange of technical and scientific personnel designated to participate in the cooperative programmes;
- k) Organisation of training, workshop and seminar programmes in areas of mutual

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interest;

- 1) Other scope of cooperation as mutually agreed in writing by the Parties.

ARTICLE 4

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 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 5

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 Indonesia.
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 6 **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 in this Article shall be construed as creating additional obligations for the Republic of India and the Republic of Indonesia concerning budgetary provisions to finance cooperation conducted pursuant to this Agreement.

ARTICLE 7 **Intellectual Property**

1. The Parties and their respective Implementing Agencies as well as their respective designated institutions, take the obligation to ensure effective protection of intellectual property created and rights obtained from Cooperative Programmes carried out under this Agreement, in accordance with prevailing national laws of each Party and the international agreements to which they are parties to.
2. The specific and detailed terms and conditions that will determine the ownership

of intellectual property including the intellectual property resulted from the implementation of this Agreement will be defined in each Implementing Arrangement.

3. The Implementing Agencies shall inform one another in a timely fashion of any inventions or copyrighted works arising out of this Agreement and Implementing Arrangements and promptly seek protection for such intellectual property.

ARTICLE 8

Transfer of Title and Further Utilisation of Integrated Biak TT&C Facilities

The Parties agreed that for the transfer of title and further utilisation of integrated Biak TT&C facilities from ISRO to LAPAN, respective separate agreements shall be arrived at through mutual discussions between the Parties within 6 (six) months after signing of the Agreement.

ARTICLE 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 Agreement, the Parties and their respective 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 consent of the Parties.
3. The Parties, through their Implementing Agencies according to their prevailing national laws concerning the information of limited access, shall facilitate the mutual exchange of information concerning the basic directions of their respective national space programmes.

ARTICLE 10

Confidentiality

1. All the information exchanged by the Parties and their respective 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 Programmes.

ARTICLE 11

Customs Regulations and Exchange of Personnel

1. In accordance with relevant laws and regulations, each Party shall provide recommendation for 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 provide recommendation for visas, stay permit, and other necessary permits for the personnel visit of the other Party in pursuance of this Agreement.
3. The Parties shall ensure that their personnel 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.
4. The Parties shall ensure that their equipments involved in the activities agreed under this Agreement shall not be used for any purpose other than set forth in this Agreement.

ARTICLE 12

Transfer of Goods and Technical Data

All transfers of goods and technical data by Parties shall be carried out in accordance with their national laws and regulations.

ARTICLE 13

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 loss directly involved in the implementation of this Agreement.

ARTICLE 14
Amendment

This Agreement may be amended at any time by mutual written consent of the Parties. Such amendments shall enter into force on such a date as may be determined by the Parties and shall constitute an integral part of this Agreement.

ARTICLE 15
Settlement of Disputes

The Parties and their Implementing Agencies shall endeavour to resolve amicably any disputes concerning the interpretation and implementation of this Agreement through direct negotiations.

ARTICLE 16
Supercession of MoU 1997 and MoU 2002

Upon entry into force of this Agreement, the 2 (two) following Memorandum of Understanding shall be automatically superseded:

- a. Memorandum of Understanding between Indian Space Research Organisation (ISRO) of the Republic of India and National Institute of Aeronautics and Space (LAPAN) of the Republic of Indonesia for Cooperation in the Establishment of Telemetry, Tracking and Command Station for Satellites and Launch Vehicles, signed at Jakarta on April 25, 1997.
- b. Memorandum of Understanding between the Indian Space Research Organisation of the Republic of India and the National Institute of Aeronautics and Space of the Republic of Indonesia on Cooperation in the field of Outer Space Research and Development, signed at New Delhi on April 03, 2002.

ARTICLE 17
Entry into Force, Duration and Termination

1. This Agreement shall enter into force on the date of the receipt of the last notification whereby the Parties inform each other through diplomatic channels of the completion of its internal procedures necessary for the entry into force of this Agreement.
2. This Agreement shall remain in force for a period of 5 (five) years and may be extended for subsequent periods of 5 (five) years by mutual written consent of the Parties 6 (six) months before the end of the expiration.
3. This Agreement may be terminated by either Party by giving written notification through diplomatic channel. The termination shall take effect 6 (six) months following the date of the notification.
4. 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, unless 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.

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

Done in Jakarta, Indonesia in the28...May... day of May 2018 and in Bengaluru, India in the ...23..... day of May 2018, in two original copies, each in the Hindi, Bahasa Indonesia and English languages, all three texts being equally authentic. In case of any divergence of interpretation of this Agreement, the English text shall prevail.

FOR THE GOVERNMENT OF
THE REPUBLIC OF INDIA

FOR THE GOVERNMENT OF
THE REPUBLIC OF INDONESIA



K. SIVAN
SECRETARY DOS / CHAIRMAN ISRO



THOMAS DJAMALUDDIN
CHAIRMAN LAPAN