

MEMORANDUM OF UNDERSTANDING

BETWEEN

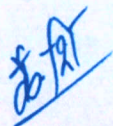
THE GOVERNMENT OF THE REPUBLIC OF INDIA

AND

THE ROYAL GOVERNMENT OF BHUTAN

ON

COOPERATION IN THE PEACEFUL USES OF OUTER SPACE





Government of the Republic of India,

and

Royal Government of Bhutan,

(hereinafter individually referred to as "Party" and collectively referred to as the "Parties"),

CONSIDERING the common interest of the Parties in the use of space technologies for peaceful purposes;

RECOGNIZING the positive contribution that cooperation in space science, research, technology, services and applications will bring for the benefit of peoples of both parties;

INTENDING that exploration and use of outer space remain peaceful and sustainable for the socioeconomic benefit of all humanity;

DESIRING to further promote bilateral relations and partnership in the field of space activities;

HAVE REACHED the following understanding:

ARTICLE 1

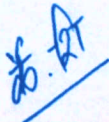
Purpose

The Parties will 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

For the purposes of planning and execution of the cooperation, envisaged under this Memorandum of Understanding (MoU), the Parties designate as their principal executive/implementing agencies the Department of Space (DOS) and the Ministry of Information and Communications (MoIC) respectively for the Government of the Republic of India and the Royal Government of Bhutan.



ARTICLE 3

Areas of Cooperation

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 Parties.

ARTICLE 4

Forms of Cooperation

The Parties shall conduct cooperation within the framework of this MoU in the following forms:

- i. Setting up Joint Working Groups as per Article 6 of this MoU;
- ii. Concluding Implementing Arrangements on specific areas of cooperation as per Article 5 of this MoU;
- iii. Planning and conducting of joint space projects of mutual benefits;
- iv. Training of personnel, arranging exchanges of scientists and other specialists;
- v. Exchanging scientific experimental documents and results;
- vi. Joint organisation of Meeting, symposia and conferences;
- vii. Encouraging cooperation in the field of exploration and utilization of outer space between and within Government, the private sector and academia in both countries; and
- viii. Other joint activities as mutually agreed-to by the Parties.



ARTICLE 5

Implementing Arrangements

The nature and framework of specific projects and forms of joint activities, individual and common responsibilities of the Parties or Organisations designated by them related to their execution, financial arrangements, if any, as well as all other relevant norms and principles shall be subject of separate Implementing Arrangements concluded between the Organisations.

ARTICLE 6

Joint Working Group

If deemed necessary and in case of mutual interest in a more detailed management of individual aspects of joint activities, for the establishment of the procedure to be followed in the execution of agreed projects, as well as for the elaboration of proposals regarding new fields and ways of interaction, the Parties or the Executive Organisations may set up Joint Working Groups.

ARTICLE 7

Principles of Financing

1. The Parties intend that the mutually decided Programmes will be performed on a cooperative basis. Funding arrangements for such activities will be decided upon by the Parties mutually on a case by case basis.
2. The financing of joint activities carried out pursuant to this MoU will 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 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 Royal Government of Bhutan concerning budgetary provisions to finance cooperation conducted pursuant to this MoU.

ARTICLE 8

Intellectual Property

1. The Parties and their Implementing Agencies and other designated institutions, will ensure appropriate protection of Intellectual Property Rights (IPR) generated from the cooperation pursuant to MoU, consistent with their

respective laws, rules and regulations and multilateral agreements to which both Parties are party to it.

2. In case 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.
3. In case of research results obtained through joint activities, the grant of the IPR will be sought by both the Parties jointly and once granted these rights will be jointly owned by the Parties.
4. The Parties agree not to assign any rights and obligations arising out of the IPR generated to inventions/ activities carried out under the MoU to any third Party without prior written consent of the other Party.

ARTICLE 9

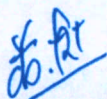
Exchange of Information

1. In accordance with their respective laws and regulations, and observing the conditions of confidentiality envisaged under Article 10 of this MoU, the Parties 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 Parties will exchange scientific and technical results from any cooperation prepared and undertaken under this MoU and Implementing Arrangements. 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, will facilitate the mutual exchange of information concerning the basic directions of their respective national space programmes.

ARTICLE 10

Confidentiality

The Parties agree to maintain confidentiality of all the information and documents to be exchanged between the Parties and Implementing Agencies pursuant to this MoU. The Parties agree not to use the information for purposes other than those specified under this MoU.



ARTICLE 11

Customs Regulations and Exchange of Personnel

1. In accordance with relevant laws and regulations, each Party will 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 MoU. Such arrangements will be fully reciprocal and in accordance with the respective relevant laws and regulations governing the Parties.
2. Each Party will facilitate visits by the personnel of the other Party in pursuance of this MoU and for this purpose, take all actions necessary in order to facilitate the delivery by the competent authorities of required visas.
3. The Parties will ensure that its personnel and equipment involved in the activities decided upon under this MoU will respect political independence, sovereignty and territorial integrity of the host country, and will have a duty not to interfere in internal affairs of the host country.

ARTICLE 12

Liability

The Parties and their respective Implementing Agencies decide 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 MoU.

ARTICLE 13

Amendment

This MoU may be amended at any time by mutual written consent of the Parties.

ARTICLE 14

Settlement of Disputes

The Parties and Implementing Agencies will endeavor to resolve amicably any disputes concerning the interpretation and implementation of this MoU through mutual consultations between the parties and based on the principles of mutual understanding and respect.



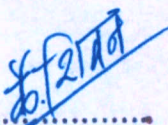
ARTICLE 15

Entry into Force, Duration and Termination

1. This MoU will come into force upon the date of its signature thereof by representatives of the Parties.
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 Party intends to terminate as per the Article 15.3.
3. This MoU may be terminated by either Party 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 a financial or contractual nature still in effect.
5. After termination of this MoU, subject to further reasonable restriction, both sides will continue exchanging information relating to the areas of cooperation in order to ensure national security; such results cannot be transferred to the third parties without prior mutual consent of the Parties or other corresponding agreement.

In witness whereof the undersigned being duly authorized representatives of their respective Governments have signed in Bangalore/ Thimphu on the November 19, 2020 in two original copies, in English.

FOR THE
GOVERNMENT OF REPUBLIC OF
INDIA



Secretary (DOS)

FOR THE
ROYAL GOVERNMENT OF
BHUTAN



Secretary (MoIC)