

MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN

THE COUNCIL FOR SCIENTIFIC and INDUSTRIAL RESEARCH (CSIR)
OF THE REPUBLIC OF SOUTH AFRICA

AND

THE NATIONAL COMMISSION ON SPACE ACTIVITIES (CONAE)
OF THE ARGENTINE REPUBLIC

cm (1) ON COOPERATION IN THE AREA OF SPACE ACTIVITIES

MEMORANDUM OF UNDERSTANDING ("MOU")
BETWEEN
THE COUNCIL FOR SCIENTIFIC and INDUSTRIAL RESEARCH (CSIR) OF
THE REPUBLIC OF SOUTH AFRICA
AND
THE COMISION NACIONAL DE ACTIVIDADES ESPACIALES (CONAE) OF
THE ARGENTINE REPUBLIC
ON COOPERATION IN THE AREA OF SPACE ACTIVITIES

The COUNCIL FOR SCIENTIFIC and INDUSTRIAL RESEARCH (CSIR)
a statutory body established in terms of section 2 of the Scientific Research Council
Act, 1988 (Act No. 46 of 1988) of MEIRING NAUDE ROAD, BRUMMEIRA,
PREOTRIA, GAUTENG . SOUTH AFRICA. the Republic of South Africa., through its

Satellite Applications Centre (SAC) .

herein represented by **Mr. R Hodges,**

in his capacity as **Manager of the CSIR Satellite Applications Centre**
and duly authorised thereto

and

the **Comisión Nacional de Actividades Espaciales of Argentina (CONAE)**

a decentralized body of the **Ministry of Foreign Affairs, International Trade and
Worship of the Argentine Republic.**

established in terms of Decree 955/1991. of May 21, 1991. ratified by Article 124 of
Lay 11672 (l.o. 1110/05)

of Pasco Colón 751, 1063 Buenos Aires, Argentina

herein represented by Dr. **Conrado F. Varotto**, in his capacity as Executive and
Technical Director and duly authorised thereto

(herinafter referred to as the Parties).

RECOGNISING their common interest in the exploration and utilisation of outer space
for peaceful purposes,

CONSIDERING the involvement of both Parties in the development and application of
space technology for meeting the goals of national development ("the Field"),

CONVINCED of the numerous benefits, especially in the field of economic and social
development, which would accrue from the coordination of their efforts in the Field,



TAKING INTO ACCOUNT their participation in international activities and cooperative instances seeking to promote and enhance the use of satellite information for Earth observation, like the Group on Earth Observations (GEO), the Committee on Earth Observation Satellites (CEOS) and the United Nations Committee on Peaceful Uses of Outer Space (UNCOPUOS)

AFFIRMING their mutual desire for establishing cooperation in the field of utilization of outer space for peaceful purposes,

ENTER into this MOU:

Article 1
Objective

In accordance with the laws and regulations in force in each country, and the widely accepted international laws and rules, the Parties shall encourage exchange and cooperation in the development and use of remote sensing techniques in the Field for peaceful purposes on the basis of equality and mutual benefit.

Article 2
Cooperation areas

Cooperation under this MOU may include, but is not necessarily limited to, the following areas in the Field

- a. Study of cooperative programmes in satellites intended for space research and applications of space technology;
- b. Studies related to satellite remote sensing applications;
- c. Joint work in the development of applications of satellite information to emergency management, environment and health;
- d. Operations of satellite ground stations and satellite mission management;
- e. Organisation of training facilities and programmes;
- f. Exchange of technical and scientific personnel designated to participate in the studies and joint working groups set up to examine specific areas;
- g. Other areas to be defined by the Parties

Article 3
Implementation of Cooperation Projects

The Parties shall select by mutual written agreement the areas and specific topics for undertaking joint research. For the implementation of the cooperation projects identified, the Parties shall negotiate and conclude project specific agreements stating the exact nature of the joint research, the details regarding participating technical and scientific personnel, the distribution of tasks among the participants, the allocation of ways and means for the joint research as well as financial arrangements. The project specific agreements will also include clauses regarding liability, the protection of the parties' background as well as foreground intellectual property rights and resolution of disputes.



Article 4

Exchange of Information regarding each Party's activities

The Parties shall keep each other informed generally of their respective programmes and the progress made in their implementation.

Article 5

Exchange of personnel

The Parties shall, on a best effort basis, facilitate the exchange of scientific and technical personnel required for the implementation of the present MOU.

Article 6

Access to information regarding joint projects and intellectual property rights

- I. Each of the Parties shall have access to the scientific information obtained during the course of the experiments and projects jointly undertaken by them. The dissemination and publishing of such information for third Parties and the taking out and grant of patents, if any, shall be subject to the provisions settled mutually in each case in terms of a project specific agreement.
- II. Intellectual and industrial property policy shall be defined on a case to case basis in such project specific agreements according to the specific projects that both Parties could undertake together.
- III. It is specifically recorded that the ownership of and all rights in and to any intellectual or industrial property owned by either Party prior to the Effective Date hereof, shall be and remain vested exclusively with the party who at that stage owned the same.

Article 7

Designated representatives; Cooperative programs

To achieve the objectives of the present MOU, designated representatives of the two Parties shall meet as necessary. The designated representatives shall be responsible for examining and defining cooperative programmes, following up their implementation and taking all measures necessary to further develop the cooperation between the CSIR and CONAE.

Article 8

Exchange of equipment; Customs

The Parties agree to make every effort to facilitate and expedite the import of equipment, material, spare parts and other articles necessary for the implementation of programmes of cooperation that could be agreed by both Parties.



**Article 9
Amendments**

The provisions of the present MOU may, at the request of either Party, be amended by mutual written agreement. The amendments agreed upon in this manner shall come into force upon signature of an addendum to this MOU duly signed by the Parties.

**Article 10
Non Disclosure Clause**

- I. During the course of business discussions, negotiations, meetings and activities (including, without limitation, any on-site premises visits or demonstrations) between the parties, each party may receive, observe or otherwise have access to such secret, technical, proprietary and similar information, whether inside or outside the Field, that (a) relates to the Disclosing Party's past, present or future research, development, business activities, products, services and technical knowledge and (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it is obvious to the other party that it is claimed as confidential ("Confidential Information"). As used herein, the party disclosing Confidential Information is referred to as "the Disclosing Party" and the party receiving the Confidential Information is referred to as "the Recipient".
- II. The Recipient shall:
 - (a) treat as strictly confidential and secret any and all Confidential Information given or made known to it as a result of this MOU;
 - (b) keep all such Confidential Information obtained secret towards third parties and only use it in co-operation with the Disclosing Party for the purpose expressly agreed upon by the parties and to disclose same to its employees only on the basis of the need to know;
 - (c) accept responsibility for the observance of the provisions of this agreement by their employees;
 - (d) if required, cause all of its employees who are directly or indirectly given access to the said proprietary and Confidential Information to execute secrecy undertakings in a form acceptable to the Disclosing Party in order to protect the parties against the unauthorised disclosure of such Confidential Information to any third party and to fully co-operate in the enforcement of such secrecy undertakings.

III. The above undertakings shall not apply to:

- (a) Confidential Information which at the time of disclosure is published or otherwise generally available to the public.
- (b) Confidential Information which after disclosure by the Disclosing Party is published or becomes generally available to the public,



otherwise than through any act or omission on the part of the Recipient .

- (c) Confidential Information which the Recipient can show was in its possession at the time of disclosure and which was not acquired directly or indirectly from the Disclosing Party.
- (d) Confidential Information rightfully acquired from others who did not obtain it under pledge of secrecy to either of the parties.
- (e) Confidential Information which the Recipient is obliged to disclose in terms of an order of court, subpoena or other legal process. (In the event the Recipient receives a subpoena or other validly issued administrative or legal process requesting the disclosure of Confidential Information, the Recipient shall promptly notify the Disclosing Party thereof.)

IV. The provisions of items II and III shall survive any termination/cancellation of this MOU, for whatever reason, for a period of 5 (five) years following such termination/cancellation.

Article 11 Independent Parties

- I. Nothing contained in this MOU shall be construed as binding the parties to any form of exclusivity in the Field and both parties shall be entitled to conduct business independent of each other where market requirements so dictate, unless otherwise agreed upon in writing in a formal project specific agreement(s) as envisaged in Articles 3 and 6 above, which agreement(s) shall be subject to such statutory obligations as may at stage be applicable.
- II. No party shall present itself as the representative or agent of the other party for any business, legal or any other reason, nor shall it have the power of authority to commit the other party, unless it receives the other party's prior written consent.
- III. Nothing in this MOU shall be interpreted as establishing a partnership or joint venture between the parties and both parties shall act as independent contractors.

Article 12 Settlement of Disputes

- I. The Parties undertake to consult on any matter that arises in connection with the implementation and interpretation of the present Agreement.
- II. Any dispute which cannot be amicably settled shall be finally settled by an Arbitration Tribunal. The Arbitration Tribunal shall consist of three members, one

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arbitrator designated by CONAE, one arbitrator designated by CSIR and a third arbitrator whom shall be designated by the first two arbitrators and who shall be the Chairman. Should one Party not have designated an arbitrator within 30 days, or should the two designated arbitrators not have been able to agree on the choice of the third arbitrator, the missing arbitrator shall, at the request of either Party, be designated by the Chairman of the International Chamber of Commerce.

- III. The Arbitration Tribunal shall apply the rules and procedures of the International Chamber of Commerce. The award shall be final and binding on the Parties, no appeal shall lie against it and its execution shall be governed by rules of procedures in force in the State in which it is to be executed.
- IV. Project specific agreements as referred to in Article 3 of this Agreement shall contain their own dispute-settling provisions, which shall include the procedures and modalities for arbitration.
- V. This Agreement shall be governed by and construed in accordance with Argentinian laws. Any dispute arising therefrom shall be finally adjudicated by means of arbitration in the English language in Buenos Aires, Argentina, in accordance with the Rules of the International Chamber of Commerce as provided for herein below

Article 13 Entire Document

This document contains the entire MOU between the parties and neither party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto as provided herein. No alteration, variation, addition or agreed cancellation of this MOU shall be of any force or effect unless reduced to writing as an addendum to this MOU and signed by the parties or their duly authorized signatories.

Article 14 Non-exchange of funds basis

- I. The cooperation activities provided for in the present MOU will not entail an Exchange of funds. Therefore, the Parties will each bear the costs of discharging their respective responsibilities under this Memorandum, including travel and subsistence of their own personnel and transportation of all equipment for which they are responsible.
- II. The financial obligations of CSIR and CONAE under this MOU are subject to their respective funding procedures and to the availability of appropriate funds. Should a lack of funds occur for one of the two Parties, ASI and CONAE agree to take counsel together.
- III. The Parties understand that the ability of each of them to carry out cooperation in the context of this Agreement is subject to availability of funds. No cost incurred by one Party will be assumed by the other Party unless otherwise agreed to in writing under an implementation agreement.



Article 15
Notification address

The parties choose their addresses mentioned on the cover page of this MOU for the purpose of any notices or legal process that may be served in terms of this MOU.

Article 16
Entry into force, Duration, Extension and Termination of the MOU


The present MOU shall come into force upon signature by the Parties ("The Effective Date") and will be valid for an initial period of five years. Either Party may terminate the MOU by giving the other a written notice of six months. The MOU may be extended upon written mutual consent by the Parties.

The termination or the non-renewal of the MOU shall not affect the validity or the implementation of the arrangements already concluded between CSIR and CONAE pursuant to Articles 3 and 6 of the present MOU.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed the present MOU.


DONE at _____ on this _____ day of 2008, in two originals, each in the English and the Spanish languages, the English text to prevail in the event of any conflict between them.

For the CSIR



18/08/08

For the Comisión Nacional de
Actividades Espaciales de Argentina
(CONAE)



Dr. CONRADO FRANCO VABOTI -
DIRECTOR EJECUTIVO Y TECNICO
COMISION NACIONAL DE
ACTIVIDADES ESPACIALES

7 - 08 - 2008