BỘ NGOẠI GIAO

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

Số: 41/2018/TB-LPQT

Hà Nội, ngày 09 tháng 10 năm 2018

THÔNG BÁO
Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định tại Điều 56 của Luật Điều ước quốc tế năm 2016, Bộ Ngoại giao trân trọng thông báo:

Thỏa thuận khung giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ nước Cộng hòa Ấn Độ về hợp tác khai thác và sử dụng vũ trụ cho mục đích hòa bình, ký tại Hà Nội, ngày 03 tháng 9 năm 2016, có hiệu lực đối với Việt Nam từ ngày 17 tháng 7 năm 2018.

Bộ Ngoại giao trân trọng gửi bản sao Thỏa thuận theo quy định tại Điều 59 của Luật nêu trên./.

TL. BỘ TRƯỞNG
KT. VỤ TRƯỞNG
VỤ LUẬT PHÁP VÀ ĐIỀU ƯỚC QUỐC TẾ
PHÓ VỤ TRƯỞNG

Lê Hải Triều

FRAMEWORK AGREEMENT
BETWEEN

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM
AND
THE GOVERNMENT OF THE REPUBLIC OF INDIA

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

The Government of the Socialist Republic of Viet Nam

and

The Government of the Republic of India

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

INTENDING to place the achievements in the exploration and use of outer space for peaceful purposes for the benefit of the people of both Countries;

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

EXPRESSING THEIR DESIRE to develop the organisational basis and effective forms of bilateral interaction and to promote the development of partnership relations 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. Ministry of Natural Resources and Environment (MONRE) from Viet Nam side and Indian Space Research Organisation (ISRO), Department of Space (DOS) from Indian side are identified as the Implementing Agencies which shall be responsible for the development, coordination and control of cooperation envisaged under this Framework Agreement between the Government of the Socialist Republic of Viet Nam and the Government of the Republic of India on Cooperation in the Exploration and Uses of Outer Space for Peaceful Purposes (hereinafter referred to as the "Agreement"). Related agencies of both Countries including the Ministry of Science and Technology of Viet Nam, Viet Nam Academy of Science and Technology and other relevant agencies are envisaged to be involved in the implementation of this 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 Implementing Agency shall duly notify the other Party or Implementing Agency the designated institution in charge of this 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
Areas of Cooperation

1. Cooperation within the scope of this Agreement shall 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, space systems and ground system;
   (v). Practical applications of space technology including geospatial tools and techniques; and
   (vi). Other areas of cooperation to be determined by the Parties.

2. Additional areas of space cooperation shall be determined by mutual agreement between the Parties.

ARTICLE 4
Forms of Cooperation

1. Cooperation within the scope of this Agreement shall 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 supporting Indian remote sensing satellites' data reception, processing and utilisation and also to provide support for Indian Space Research Organisation (ISRO)'s 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 purposes;

(vi) Joint research and development activities, launch services, operation and utilisation of satellites;

(vii) Developing multidisciplinary forms of cooperation in the practical applications of space technology and using the spin-off benefits of space technologies;

(viii) Capacity building in space science and technology and space application programmes for societal purposes;

(ix) Development of ground infrastructure for joint satellites programmes;

(x) Exchange of technical and scientific personnel designated to participate in the cooperative programmes;

(xi) Organisation of joint symposia, conferences and scientific meetings;

(xii) Organisation of training programmes in areas of mutual interest.

2. Additional forms of cooperation shall be determined in writing upon mutual consent between the Parties.

ARTICLE 5
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. Under this Agreement, A specific Project "ASEAN – India Tracking and Data Reception Station and Data Processing Facility" using ASEAN – India Fund shall be developed between Department of National Remote Sensing under MONRE Viet Nam and ISRO under DOS India.

3. 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.

4. 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 6
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 Viet Nam.

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 7
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 Socialist Republic of Viet Nam and the Republic of India concerning budgetary provisions to finance cooperation conducted pursuant to this Agreement.

ARTICLE 8
Intellectual Property

1. The Parties and their Implementing Agencies and other 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.

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 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 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 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 in the framework of this Agreement.

ARTICLE 10
Confidentiality

1. All the information exchanged by the Parties and 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 Programme.

ARTICLE 11
Customs Regulations and Exchange of Personnel

1. In accordance with relevant current laws and regulations, each Party shall consider, based on mutual submissions from the Joint Working Group of

this Agreement, to facilitate customs clearance and work towards waiver of, 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 facilitate visits by the personnel of the other Party in pursuance of this Agreement and for this purpose take all actions necessary in order to facilitate the delivery by the competent authorities of required visas.

3. The Parties shall ensure that its personnel and equipment 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.

ARTICLE 12
Transfer of goods and technical data

All activities of the Parties concerning transfer of goods and technical data shall be carried out in accordance with their current 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 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 through diplomatic channel. The amended agreements shall be an integral part of this Agreement and shall not affect the activities implementing under the framework of this Agreement.

ARTICLE 15
Settlement of Disputes

The Parties and Implementing Agencies shall endeavour to resolve amicably any dispute concerning the interpretation and implementation of this Agreement through direct negotiations and diplomatic channels between the Parties.

ARTICLE 16
Entry into Force, Duration and Termination

1. This Agreement shall enter into force on the date of receipt of the last written notice through diplomatic channels whereby the Parties inform each other indicating the fulfilment of all internal legal requirements necessary for its entry into force.

2. This Agreement shall remain in force for a period of 10 (ten) years. Thereafter, it may be renewed by mutual written consent of the Parties.

3. This Agreement may be terminated by either Party by giving written notification through diplomatic channel. The termination shall take effect six (6) 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, if 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.

5. After termination of this Agreement, both sides may, by a separate arrangement, continue exchanging information relating to relevant areas of cooperation in order to ensure national security; Such information shall not be transferred to third Parties without prior mutual consent of the Parties or without a replacement agreement after termination of this Agreement.

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

Done in Ha Noi city, on September 03, 2016, in two originals in English.

FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM	FOR THE GOVERNMENT OF THE REPUBLIC OF INDIA
HE. Mr. Tran Hong Ha **Minister of Natural Resources and Environment**	**HE. Mr. Parvathaneni Harish** **Ambassador of India to Viet Nam**

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