BILATERAL · AUGUST 8, 2019

MEMORANDUM OF UNDERSTANDING BETWEEN THE PHILIPPINE SPACE AGENCY OF THE REPUBLIC OF THE PHILIPPINES AND THE NATIONAL COMMISSION ON SPACE ACTIVITIES OF THE ARGENTINE REPUBLIC ON C...

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The PHILIPPINE SPACE AGENCY (PhilSA) OF THE REPUBLIC OF THE PHILIPPINES, established by the Philippine Space Act (R.A. 11363 dated 08 August 2019) which is mandated to be the primary policy, planning, coordinating, implementing, and administrative entity of the Executive Branch of the government that will plan, develop, and promote the national space program in line with the Philippine Space Policy, represented by its Director General, Joel Joseph S. Marciano, Jr.; and

The NATIONAL COMMISSION ON SPACE ACTIVITIES OF THE ARGENTINE REPUBLIC (CONAE), created by Decree No. 995/91, ratified by Article 158 of Law 11672 (t.o. Decree 740/14), Decrees No. 765/93, 1662/96, 157/03 and Provision No. DI-2019-548-APN-CONAE#MECCYT, is the decentralized agency of the Argentine National State, which functions under the scope of the Ministry of Science, Technology and Innovation, with the capacity to act publicly and privately in the scientific, technical, industrial, commercial, administrative, and financial fields, as well as competence to propose policies for the promotion and execution of activities in the field of space and its peaceful uses throughout the Argentine Republic, represented by its Executive and Technical Director, Raúl M. Kulichevsky;

Hereinafter referred to collectively as "the Participants" and singularly as "Participant";

CONSIDERING their mutual desire to develop cooperation in outer space activities to enhance the cooperation between the Republic of the Philippines and the Argentine Republic;

RECOGNISING their common interest in the exploration and utilization of outer space for peaceful purposes;

CONSIDERING the involvement of both Participants in the development and application of space technology for meeting their respective goals of national development;

CONVINCED of the numerous benefits, especially in the field of economic, social, scientific, and technological development which would accrue from the coordination of their efforts in outer space activities; and

AFFIRMING their mutual desire for establishing cooperation in the field of exploration and utihzatlon of outer space for peaceful purposes;

Have come to the following understanding:

Paragraph 1. Purpose

The purpose of this Memorandum of Understanding (MOU) is to define the framework that will govern the cooperation between the Participants in scientific and technological research and the exploration and use of outer space for peaceful applications on the basis of equality, mutual benefit and reciprocity.

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Cooperation activities will be implemented by each of the Participants in accordance with international law, as well as the laws and regulations of the State to which it belongs.

Paragraph 2. Areas of Cooperation

The Participants agree that their cooperation under this MOU may include the following areas of interest:

(a)

Earth Observation from Space and use of satellite information for studies related to the environment, natural resources and emergency management;

(b)

Satellite systems development and their applications;

(c)

Ground Infrastructure for space systems and their applications;

(d)

Space education and training;

(e)

Promotion of space industry; and

(f)

Other areas mutually identified and agreed upon by the Participants.

Paragraph 3. Forms of Cooperation

The Participants understand that their cooperation in the areas of interest listed in Paragraph 2 may take the following forms:

- planning and implementation of joint space projects;

- exchange of data from their respective satellite missions under conditions to be mutually agreed;

- exchange of ground support for their respective satellite missions;

- exchange of equipment, documentation, data, results of experiments and scientific and technological information;

- development of industrial and commercial programs in the areas of study and utilization of space systems;

- utilization of other space systems for the implementation of joint activities;

- exchange of scientists and technicians;

- education and training;

- organisation of symposia, seminars, conferences and dedicated events;

- liaison with industrial, academic, professional and other organizations;

- cooperation in the areas of standardization, certification and methodology;

- consultations and cooperation with governmental bodies as well as with academic institutions and other

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organizations; and

- other forms of cooperation which the Participants may mutually agree upon.

Paragraph 4. Coordination Management

In order to implement cooperation under this MOU, the Participants appoint the following personnel as Points of Contact:

PHILSA: Director of Space Policy and International Cooperation Bureau
CONAE: Manager of Technological Liaisons

A Participant may change its Point of Contact by promptly notifying the other Participant in writing.

Paragraph 5. Implementing Arrangements

The Participants will conclude an "Implementing Arrangement" (IA) for each specific cooperation activity carried out under this MOU. Such IA will form part of this MOU as an annex. The specific cooperation activity shall be governed by this MOU and the particular terms and conditions set out in the IA, and shall be subject to the national laws, rules and regulations of the State it belongs.

This MOU is to be incorporated by reference in each IA, which shall be individually numbered. Each IA will define, inter alia, the rights, obligations, liabilities, ownership of intellectual property, if needed, and detailed financial aspects of the Participants' cooperation, as well as other terms and conditions necessary for the implementation of the specific cooperation activity.

Each IA may, in addition to the agreements contained within this MOU, incorporate additional terms and conditions to be applicable to the particular cooperation activity, subject to the mutual agreement of the Participants, and provided they do not contradict this MOU.

The Participants will ensure that each IA sets forth the timing and scope of the specific forms of cooperation and any other matter as they may decide upon.

For the execution of each IA, the Participants may mutually agree on the participation of third parties.

Paragraph 6. Confidentiality of Information

(a)

The Participants shall not disclose information exchanged to each other arising from cooperation activities that are undertaken pursuant to this MOU to a third party without the written consent of the Participant providing the information.

(b) The Participants shall consult each other on and obtain consent in writing about public announcements concerning cooperation activities that shall be undertaken pursuant to this MOU.

Paragraph 7. Financial and Legal Considerations

This MOU does not create any legal or financial obligation for both Participants under international law.

It is understood that collaboration under this MOU will be pursued on a no-exchange-of--funds basis, unless specifically agreed upon in writing under an Implementing Arrangement (IA), and will be subject to the availability of funds and resources, and also abiding by the approval processes of each Participant, and the national laws and regulations in each country. The no-exchange-of-funds mechanism will be regulated for each

specific Implementing Arrangement separately.

Paragraph 8. International Cooperation

This MOU shall not interfere with cooperative activities of any of the Participants with other parties and/or international organizations, nor with the compliance by any of the Participants with the obligations derived from their agreements with other parties and/or international organizations.

Paragraph 9. Settlement of Differences

The Participants shall settle any differences concerning the interpretation or implementation of this MOU or Implementing Arrangements amicably by direct consultations between the Participants.

Paragraph 10. Amendments

The Participants may amend this MOU upon their mutual written consent. Such amendment shall come into effect in accordance with the provision on effectivity.

Paragraph 11. Effectivity and Termination

(a)

This MOU shall come into effect on the date of its signature by the Participants and shall remain in effect until terminated by one of the Participants in accordance with Paragraph 11(c).

(b)

Should one Participant experience major difficulties that may affect its ability to pursue cooperation under this MOU, that Participant shall promptly inform the other Participant. The Participants shall then consult in order to determine the appropriate steps to be taken under the circumstances.

(c)

Either Participant may terminate this MOU at any time by giving a written notice to the other Participant at least six (6) months prior to its intended date of termination. The Participants understand that ongoing activities, at the time of expiry or termination of this MOU, shall not be affected, unless they mutually decide otherwise in writing.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Memorandum of Understanding.

Done in Manila on APRIL 25[th] 2023, in two originals, each in the Spanish and English languages, both texts being equally authentic. In case of any divergence of interpretation, the English version shall prevail.

(Sgd.)

(Sgd.)

For the Philippine Space Agency of

For the National Commission on Space

the Republic of the Philippines

Activities of the Argentine Republic

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(PhilSA)

(CONAE)

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