

**Cooperation Agreement between the National Commission on Space
Activities (CONAE) of the Argentinean Republic and the China
Satellite Navigation Office (CSNO) of the People's Republic of China
about the Establishment of BeiDou Navigation Satellite System
Tracking Station in the Teófilo Tabanera Space Center (CETT) in
Córdoba, Argentina**

This Agreement is signed in Beijing and Buenos Aires on January 26, 2022 by the following parties:

The China Satellite Navigation Office of the People's Republic of China (hereinafter referred to as "CSNO" or "Chinese side"), with its registered address at NO.88 Nancaiyan Street, Xicheng District, Beijing, China

AND

The National Commission on Space Activities of the Republic of Argentina (hereinafter referred to as "CONAE" or "Argentine side"), with its registered address at Ave. Paseo Colón, 751, Autonomous City of Buenos Aires, Argentina.

The above parties are hereafter individually referred to as "a Party" and collectively as "the Parties".

WHEREAS

The China Satellite Navigation Office of the People's Republic of China (CSNO) and the National Commission on Space Activities of the Republic of Argentina (CONAE) signed the "Memorandum of Understanding between the China Satellite Navigation Office and the National Commission on Space Activities of Argentina on Satellite Navigation Cooperation for Peaceful Purpose" ("MOU") on December 16, 2020. The parties agreed to cooperate in the field of satellite navigation.

The parties agreed to establish a BeiDou tracking station in the Teófilo Tabanera Space Center (CETT) in Córdoba, Argentina (hereinafter referred to as the "Project"). CONAE provides infrastructure and services for the operation & maintenance of the tracking station and bears related expenses. CSNO provides remote sensing satellite images of corresponding value and bears related expenses.

To this end, CSNO authorized The China Aerospace Times Electronics Co., Ltd (hereinafter referred to as "CATEC") as the China's implementation unit of the project. CATEC is



responsible for the construction, operation and maintenance of the tracking station and the provision of remote sensing satellite images. CONAE accepted CATEC as the China's implementation unit of the project. The parties agreed on the following terms via negotiation under the principle of equality and mutual benefit:

Article 1 Basis

1.1 Minutes of the First China-Argentina Cooperation Meeting on Satellite Navigation for Peaceful Purpose, June 9, 2020.

1.2 Minutes of the Second China-Argentina Cooperation Meeting on Satellite Navigation for Peaceful Purpose, December 16, 2020.

Article 2 Terms and Definitions

2.1 "Agreement" means the main text and all annexes of the current text signed by the authorized representatives of the parties.

2.2 "Annexes" refer to all of the following documents:

Annex 1: List of Equipment for BDS Tracking Station in Córdoba, Argentina;

Annex 2: Technical Requirements for the Infrastructure of BDS Tracking Station in Córdoba, Argentina;

Annex 3: Requirements for Remote Sensing Satellite Image and Data Sharing;

Annex 4: Project Implementation and Delivery Milestone Plan;

Annex 5: List of Services for Infrastructure of BDS Tracking Station in Córdoba, Argentina;

Annex 6: List of Services for Operation & Maintenance of BDS Tracking Station in Córdoba, Argentina;

Annex 7: Survey Certificate for BDS Tracking Station in Córdoba, Argentina;

Annex 8: Order Form for Remote Sensing Satellite Imagery Data.

2.3 "BDS" – China's BeiDou Navigation Satellite System.

2.4 "Equipment" refers to the equipment listed in Annex 1, that is, the equipment provided by Chinese side.

2.5 "Working day" refers to any day other than public holidays and rest days stipulated by the laws or administrative orders of the People's Republic of China and the Republic of Argentina.



- 2.6 "Destination" refers to the place for installation of the equipment, located at Teófilo Tabanera Space Center in Córdoba, Argentina.
- 2.7 "Infrastructure" refers to the observation room, observation piers, meteorological supports/piers, cable trenches, power supply and distribution (including diesel engines and UPS), networks, etc., provided by the Argentine side at the destination that meet the requirements of Annex 2.
- 2.8 "Intellectual property rights" refers to the property rights enjoyed by the Chinese side to the results created by its intellectual work, including, but not limited to inventions, designs, logos, names, images, etc.
- 2.9 "Remote sensing satellite image" refers to the remote sensing satellite imagery data specified in Annex 3 provided by Chinese side.

Article 3 Contents of Cooperation

- 3.1 The parties agree to build BDS tracking station in two phases.
- 3.1.1 Four roof antenna holders will be constructed for temporary installation of antennas in Phase-I in accordance with the requirements of Annex 2 at the time node specified in Annex 4.
- 3.1.2 Four ground observation piers will be constructed for the final installation of antennas in Phase-II in accordance with the requirements of Annex 2 at the time node specified in Annex 4.
- 3.2 The Argentine side will provide infrastructure and services for operation & maintenance of the tracking station to ensure the security, operation and integrity of the equipment in Argentina for the Chinese side in accordance with the terms of this agreement and its annexes.
- 3.3 The Chinese side will provide remote sensing satellite images to the Argentine side equivalent to the corresponding, value in accordance with the terms of this agreement and its annexes.

Article 4 Rights and Obligations

- 4.1 Obligations of Chinese side
- 4.1.1 Handling the customs procedures both in the People's Republic of China and the Republic of Argentina, and exporting the equipment from China and transporting to the



destination with the assistance of Argentine side, and the Argentine side shall provide assistance.

4.1.2 The unpacking and inspection of the equipment shall be carried out by the China's representative in the presence of the Argentina's representative (unless permitted by the Chinese side) within five (5) working days from the date after the China's representative arrives at the destination. The representatives of the parties shall prepare and sign the unpacking certification documents.

4.1.3 Installation and commissioning of the equipment at the destination with the assistance of Argentina's representative.

4.1.4 Remote monitoring, maintenance and upgrading of equipment through the network; providing technical support for the routine maintenance by the Argentine side.

4.1.5 During installation/disassembly of the equipment and other work at the destination, the China's representative shall:

a) Obey the internal regulations of Argentine side, and the Argentine side is responsible to make sure that the China's representatives who arrive at the destination are familiar with the regulations.

b) Obey the technical security rules of the destination, and the Argentine side is responsible to make sure that the China's representatives who arrive at the destination are familiar with the rules.

c) Wear safety facilities, special clothes, shoes, safety belts and hard helmets (when working at heights).

d) Purchase medical insurance for China's personnel during the work period.

4.1.6 Disassemble and packing the equipment with the assistance of Argentina's representative after the agreement is cancelled or terminated. Then the representatives of the parties shall draft and sign the equipment return certification documents after packing of the equipment.

4.1.7 Handling the customs procedures both in the People's Republic of China and the Republic of Argentina, and exporting the equipment from the destination to China, and the Argentine side shall provide assistance.

4.1.8 Providing remote sensing satellite imagery services to Argentine side in accordance with the procedures in Article 5 of this agreement and the provisions of Annex 4.



4.2 Rights of Chinese side

4.2.1 The Chinese side has the right to appoint other party as the implementation unit of the project and is fully responsible for the actions of this third party.

4.2.2 The Chinese side has the right to check the condition of the equipment at the destination at any time from the date the equipment is transported to the territory of Argentina to the date the equipment returns to the territory of the People's Republic of China.

4.2.2.1 If external damage to the equipment and/or failure of data transmission is detected, the Chinese side shall notify the Argentine side of the defects and/or failures indicated on the equipment.

4.2.2.2 The parties must sign a bilateral minutes on the defect and/or malfunction within five (5) working days from the date of the above notification or within the time agreed upon by the parties in case an obvious defect and/or failure is found. The minutes shall include the cause of the defect and/or failure, the responsibilities of the parties, and the conditions, rules and deadlines for eliminating the defect and/or failure.

4.2.3 The Chinese side has the right to replace parts/equipment after the equipment is installed at the destination. The Argentine side shall perform the same obligations as the original parts/equipment in accordance with the agreement for the replacement parts/equipment.

4.2.4 The Chinese side has the right to change, add, or upgrade the equipment as required, and the parties shall determine specific procedures via negotiation.

4.2.5 The Chinese side shall not be responsible for any problems due to the operating environment, improper use of remote sensing satellite images or modification of product by the Argentine side.

4.3 Obligations of Argentine side

4.3.1 Handle the official permit for the placement and use of the equipment at the destination in compliance with the laws of the Republic of Argentina, and mail the original permit to the Chinese side.

4.3.2 Completing the detailed design schemes of infrastructure renovation based on the survey results in Annex 7, and in accordance with the requirements of Annex 2 at the milestone nodes in Annex 4.



- 4.3.3 Providing infrastructure that meets the requirements of Annex 2 at the milestone nodes in Annex 4 and in accordance with Annex 5.
- 4.3.4 Issuing a notice to the Chinese side that the infrastructure is ready for acceptance and installation of the equipment within three (3) working days after renovation of the infrastructure at the destination.
- 4.3.5 Storing the equipment from the date the equipment is delivered to the Argentine side.
- 4.3.6 Assisting the China's personnel to install the equipment at the destination and providing the auxiliary tools for transportation/installation/disassembly.
- 4.3.7 Providing services for operation & maintenance of the equipment in accordance with the requirements of Annex 2 and Annex 6 at the milestone node specified in Annex 4.
- 4.3.8 The Argentine side shall not copy, disassemble, remove, decode and/or upgrade the equipment, nor take pictures or photography, nor allow any third party to perform the above operations, nor use or process the equipment and/or the data collected in any way without the permission of the Chinese side.
- 4.3.9 The Argentine side shall be responsible for keeping the equipment and its packaging from the date the equipment is delivered to the Argentine side to the date when the Argentine side returns the equipment.
- 4.3.10 The Argentine side will return the equipment in Annex 1 to the Chinese side in the case of termination in accordance with the provisions of this agreement and the supplementary agreement.
- 4.3.11 The terms and conditions of the exchange of satellite data are established in the Annex 3 of the present agreement.

4.4 Rights of Argentine side

- 4.4.1 The Argentine side has the right to appoint other party as the implementation unit of the project and is fully responsible for the actions of this third party
- 4.4.2 The Argentine side has the right to request the Chinese side to provide the corresponding remote sensing satellite images for the services provided by the Argentine side in accordance with the provisions of this agreement.
- 4.4.3 The Argentine side has the right to use the observation data in RINEX format of the BDS tracking station in Cordoba, but the use of the data must meet the following requirements:



4.4.3.1 The data is only used for peaceful purposes.

4.4.3.2 The use of data shall not have any negative impact on the BDS.

4.4.3.3 The data is only used by CONAE. If it is provided to a third party, the consent of the Chinese side is required.

4.4.3.4 The ownership of the data belongs to the China side. If the data and processing results are to be released to the public or published in the form of scientific research results, the Chinese side must agree, and the source of the data shall be indicated.

4.4.4 The parties shall bear full responsibility for the actions (inactions) of the third party participating in the execution of the agreement.

Article 5 Service Acceptance and Exchange Procedures

5.1 It shall be confirmed via the milestone node service certificate specified in Annex 4 signed by the parties that the Argentine side has performed the service and the Chinese side has accepted it.

5.2 It shall be confirmed via the receipt of remote sensing satellite imagery data signed by the parties that the Chinese side has performed the service and the Argentine side has accepted it.

5.3 The Argentine side shall send the service certificate in PDF format that the Argentine side has performed and signed to the Chinese side by email (chenhailong05@163.com) within ten (10) working days from the end date of each stage described in Annex 4.

5.4 The Chinese side shall provide the service certificate in PDF format that the Chinese side has signed or a reasonable ground for refusing to accept the completed service to the Argentine side by email (smakarchuk@conae.gov.ar) within ten (10) working days from the date of receipt of the service certificate.

5.5 The parties shall complete and sign the report on the scope, rules and deadline to eliminate the problem within fifteen (15) working days from the date of the refusal by the Chinese side if the Chinese side has reasonable grounds to refuse to sign the service certificate. The Argentine side shall eliminate the problem before the deadline at its own expense. The Chinese side will carry out inspection and acceptance according to step 5.3-5.4.

5.6 The Argentine side shall send the signed "Order Form for Remote Sensing Satellite Imagery Data" for this stage to the Chinese side by email (chenhailong05@163.com) within ten (10) working days from the start of each stage mentioned in Annex 4.



- 5.7 The Chinese side shall, within ten (10) working days after receiving the service certificate for previous stage sent by the Argentine side, determine the "Order Form for Remote Sensing Satellite Imagery Data", and send it in PDF format or reasonable grounds for modification to the Argentine side by mail (smakarchuk@conae.gov.ar).
- 5.8 The parties shall confirm the modification to "Order Form for Remote Sensing Satellite Imagery Data" via negotiation within fifteen (15) working days from the date when the Chinese side proposes the modification if the Chinese side has reasonable grounds. After that, confirm following step 5.6-5.7.
- 5.9 The scope of "Order Form for Remote Sensing Satellite Imagery Data" shall not exceed the provisions of Annex 3 and Annex 4 in general. In case of emergencies, the parties need to negotiate and agree on the needs of the Argentine side and include it in the "Order Form for Remote Sensing Satellite Imagery Data" for this stage.
- 5.10 The Chinese side shall provide the remote sensing satellite images to the Argentine side via ftp server within ten (10) working days from the date signing the service certificate.
- 5.11 The Argentine side shall send the signed remote sensing satellite imagery data acceptance certificate for this stage to the Chinese side by email (chenhailong05@163.com) within five (5) working days from the date of receiving the remote sensing satellite imagery data provided by the Chinese side.
- 5.12 The Chinese side will send the acceptance certificate for this stage that the Chinese side has signed to the Argentine side by email (smakarchuk@conae.gov.ar) within five (5) working days from the date of receiving the acceptance certificate sent by the Argentine side.

Article 6 Equipment Property Rights

- 6.1 The delivery (placement) of the equipment does not mean that the ownership of the equipment is transferred to the Argentine side, and the ownership of the equipment still belongs to the Chinese side.

Article 7 Breach of Contract

- 7.1 The parties are only responsible for direct and written losses related to the breach of contractual obligations. Neither party is responsible for any indirect loss or any loss of income or profit caused by the other party.
- 7.2 If the parties fail to perform their obligations within the time limit specified in the agreement, they shall be resolved through friendly negotiation.



Article 8 Business Trip

- 8.1 The Chinese representative will travel to the Republic of Argentina as needed and the Argentine representative will travel to the People's Republic of China as needed (when the equipment is returned) to ensure the execution of the agreement.
- 8.2 Either party will assist the other party's representative in handling visas and other necessary procedures to enter the Republic of Argentina and/or the People's Republic of China.
- 8.3 The reception party shall provide the necessary transportation to and from the airport, residence and workplace, and working meals for the representatives of the arrival party during the business trip.
- 8.4 The Chinese side independently handles business trip and entry procedures for its representatives at its own expense, pays travel expenses (accommodation, meals, daily allowances), and provides medical insurance for them during the business trip in the Republic of Argentina.
- 8.5 The Argentine side independently handles business trip and entry procedures for its representatives at its own expense, pays travel expenses (accommodation, meals, daily allowances), and provides medical insurance for them during the business trip in the People's Republic of China.
- 8.6 The Argentine side assumes no responsibility for the Chinese representative in the Republic of Argentina. The Chinese side assumes no responsibility for the Argentine representatives in the People's Republic of China.

Article 9 Force Majeure

- 9.1 Force majeure refers to natural disasters, earthquakes, hurricanes, fires, military actions, strikes, epidemics, etc. that are not caused by the government of the People's Republic of China (or its agencies) or the government of the Republic of Argentina (or its agencies) or are not within its control.
- 9.2 No force majeure event can be used as a reason for a party's delay in fulfilling its obligations. In case any force majeure occurs, the party concerned shall try their best to avoid delay or failure to perform the agreement, or to minimize the effect. Once the cause of the delay is resolved or reduced to an acceptable degree, the aforementioned party concerned shall continue to perform their obligations under the agreement.



9.3 In case the party in difficulty cannot fulfill the obligations of the agreement due to force majeure, the party shall notify the other party (by email) within three (3) working days after the occurrence of force majeure, and hand over the original official documentary evidence issued by the competent national authority of the country where the force majeure occurs to the other party within thirty (30) working days after the occurrence of force majeure. The notice should contain information about the nature of the situation and, where possible, assess its impact on the performance of this agreement.

9.4 If the force majeure has seriously affected the performance of this agreement, and the affected party's fails to fulfill obligations within one hundred and twenty (120) working days, the other party has the right to issue a written notice of cancellation of the agreement.

9.5 The Argentine side shall still return the equipment to the Chinese side in the event of force majeure and the agreement is cancelled.

Article 10 Confidentiality

10.1 All information related to the execution of the agreement, including information and documents transmitted in electronic form, must be kept confidential; the parties shall not disclose such information to any third party, except in the case of mandatory disclosure (open) of such information in accordance with the law of the parties. If the (national, official, commercial secret) protection system for the information and documents used in the execution of the agreement changes, the parties shall prepare and sign a supplementary agreement via negotiation.

10.2 The party that receives the information specified in article 10.1 of this agreement shall take all reasonable measures to protect it in accordance with its own practices and procedures for similar information.

10.3 The parties undertake to continue to comply with the provisions of this article within three (3) years after the termination of the agreement.

10.4 The parties are obliged to sign a confidentiality agreement if necessary.

Article 11 Dispute Resolution

11.1 The parties will take all measures to resolve any disputes, disagreements and claims arising from or related to this agreement via negotiation. The claim shall be raised in writing, and the party receiving the claim request must consider it within twenty (20) working days.



11.2 The parties shall comply with the legislation of both countries, in case the present agreement enters in conflict with the national legislation of one of the parties, the agreement shall be modified.

Article 12 Effectiveness and Duration of Agreement

12.1 The agreement shall take effect from the date of signature by the representatives of the parties and shall be valid for five (5) years.

12.2 The agreement will be automatically extended after the expiration if the parties have no major objections.

Article 13 Termination

13.1 One party shall notify another party about its intention to terminate the present agreement within at least six (6) months in advance by the written notice. Both parties shall negotiate the following procedures after the reception of the written notice by the other party.

13.2 Unless otherwise agreed by the parties, the Argentine side must return the equipment no later than fifteen (15) working days from the date of signing the termination agreement.

13.3 If the agreement is terminated, neither party will be obliged to bear any indirect costs or other loss of income or profit suffered by the other party.

Article 14 Language

14.1 All documents related to the execution of the agreement are written in English. The letters concerning this agreement shall be written in English.

14.2 This agreement is drafted in Chinese, Spanish and English languages in two copies, each party holding one copy. The Chinese, Spanish and English texts have the same legal effect. In case there is any difference in the interpretation of the translation, the English text shall prevail.

Article 15 Delivery/Contact

15.1 All notices, minutes and letters necessary or required for implementation of this agreement shall be formalized in written.

15.2 If the documents (notices, notifications, reports, behavioral agreements, communications, etc.) shall be delivered by email in accordance with the provisions of this agreement, the scanned electronic versions of these documents should be sent in PDF format to the following address:



Chinese side

Contact: Chen Hailong

Tel.: +86 (10) 88105997

Fax: +86 (10) 88106315

Email: chenhailong05@163.com

Address: Chinese side: Courtyard No. 1, Fengying East Road, Haidian District, Beijing,
People's Republic of China

Argentine side

Contact: Stanislav Makarchuk

Tel.: +54-11-4331-0074 Ext. 5418

Fax: +54-11-4331-0074 Ext. 5430

Email: smakarchuk@conae.gov.ar

Address: Av. Paseo Colon, 751, Capital Federal, Republic of Argentina.

15.3 If there is any change to the contact, the party intending to change must notify the other party in writing within three (3) working days from the date of the change.

<p>Chinese side</p>  <p>-----</p> <p>Ran Chengqi</p> <p>Director General of China Satellite</p> <p>Navigation Office (CSNO)</p> <p>Place: Beijing,</p> <p>The People's Republic of China</p>	<p>Argentine side</p>  <p>Ing. RAUL M. KULICHEVSKY DIRECTOR EJECUTIVO Y TECNICO COMISION NACIONAL DE ACTIVIDADES ESPACIALES</p> <p>-----</p> <p>Raul Kulichevsky</p> <p>Executive and Technical Director</p> <p>of The National Commission on</p> <p>Space Activities (CONAE)</p> <p>Place: Buenos Aires,</p> <p>The Argentine Republic</p>
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