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AGREEMENT BETWEEN
THE GOVERNMENT OF
THE REPUBLIC OF KENYA
AND
THE GOVERNMENT OF
ITALIAN REPUBLIC
ON THE
LUIGI BROGLIO-MALINDI
SPACE CENTRE, KENYA

② MIRUNGU
pls deal
FA 01/2/17

③ Gindicha
pls make copies for the Members
Muguna is preparing a brief for the
Members.
thru 2/2/17



**AGREEMENT BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF KENYA**

AND

THE GOVERNMENT OF THE ITALIAN REPUBLIC

**ON THE LUIGI BROGLIO - MALINDI SPACE CENTRE,
KENYA**



The Government of the Republic of Kenya and the Government of the Italian Republic, hereinafter called “the Parties”:

1. RESOLVED to further strengthen bilateral relations and the friendship between the two Countries;
2. DETERMINED to promote economic and social progress for their people;
3. TAKING NOTE of the Economic, Technical and Development Co-operation Agreement between the Government of the Italian Republic and the Government of the Republic of Kenya, signed in Rome on November 19th, 1985;
4. TAKING NOTE of the Agreement for Cultural, Scientific and Technological Co-operation between the Government of the Italian Republic and the Government of the Republic of Kenya, signed in Rome on October 27th, 2006;
5. CONSIDERING the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, opened for signature on January 27th, 1967, ratified by Kenya and Italy and all other United Nations space law Treaties to which Italy and Kenya are Parties to;
6. TAKING NOTE that the Italian Space Agency (ASI) is the national public entity in charge of elaborating and implementing the Strategic Vision document in which plans of the ASI activities are detailed;
7. TAKING NOTE of the Agreement between the Government of the Italian Republic and the Government of the Republic of Kenya on the San Marco - Malindi Launching and Tracking Station (now referred to as Luigi Broglio - Malindi Space Centre, Kenya), signed in Nairobi on March 14th, 1995;



8. TAKING NOTE of the decisions reached by the Joint Council of Ministers of the San Marco Project, held in Rome, on October 27th, 2006, including the recommendation on the renewal of the Agreement between Kenya and Italy on the San Marco Malindi Launching and Tracking Station, and also taking note of the decisions reached by the Joint Council of Ministers of the San Marco Project, held in Nairobi, on January 14th, 2010, including the agreement to formally open as soon as possible the negotiations for the renewal of the Agreement;
9. TAKING NOTE of the decision to extend the validity of the Agreement between the Government of the Republic of Kenya and the Government of the Italian Republic on the San Marco - Malindi Launching and Tracking Station (now referred to as Luigi Broglio - Malindi Space Centre, Kenya), signed in Nairobi, on March 14th, 1995, by means of several exchange of *Notes Verbale* up to such time as the parties may agree;
10. RECOGNIZING the need to continue the peaceful use and exploration of outer space which entails the launching, tracking and studying into orbit of satellites and suborbital platforms from the territory of Kenya;
11. RECOGNIZING the need to develop a broad framework for cooperation in space science and technology.
12. RECOGNIZING the opportunity to offer renewed capacities of equatorial launch of small and micro satellites, with particular attention to the needs of European and African Countries;
13. CONSIDERING the importance of International Co-operation in the promotion of the exploration and use of outer space for peaceful purposes and desiring to continue the efforts to extend to all States the benefits derived there from;
14. CONSIDERING the recommendations of the Third United Nations Conference on the Exploration and Peaceful Uses of Outer Space



(UNISPACE III) held in Vienna, in July 1999, and the Millennium Declaration adopted by the United Nations General Assembly Resolution n. 55/2 of September 8th, 2000;

15. CONSCIOUS of the important contribution that Earth Observation can give to the use of natural resources in Africa;
16. TAKING NOTE of the Lisbon Declaration on Global Monitoring for Environment and Security (GMES) and Africa signed on December 7th, 2007, and the Maputo Declaration signed on October 15th, 2006, both recognizing the important role that the Earth Observation Services play in the sustainable development and security of Africa;
17. CONSIDERING the participation of the Government of the Italian Republic in the Galileo Program and the important benefits that may accrue from this program to African Countries;
18. RECOGNIZING the opportunity which co-operation between the two Countries provides for the transfer of technology and for the development of the human resources in the framework of space science and technology for Kenya;
19. AND FURTHER RECOGNIZING the mutual scientific, technical and economic advantages arising from peaceful exploration and use of outer space, as well as from its applications;

HAVE AGREED as follows:

ARTICLE I

Definitions

“The Agreement” means the particulars of this document concluded by the Government of the Republic of Kenya and the Government



of the Italian Republic as may be amended from time to time by the Parties;

“The Parties” means the Government of the Republic of Kenya and the Government of the Italian Republic;

“The Facility” means the Luigi Broglio - Malindi Space Centre as specified under Article II of this Agreement;

“The Council” means designated Ministers from the Government of the Republic of Kenya and the Government of the Italian Republic established under Article IV of this Agreement;

“The Committee” means designated Principal Secretaries or equivalent of the Parties relevant Ministries and Chief Executive Officers of respective National Space Agencies established under Article V of this Agreement;

“The Board” means designated representatives of the Government of the Republic of Kenya and the Government of the Italian Republic established under Article VI of this Agreement;

“Third Parties” shall mean any other institution, entity or person other than the Parties or their respective public authorities, space agencies and public institutions involved in space activities;

“Professional staff” means such persons engaged to work at the Facility performing intellectual and specialised duties as opposed to routine mental, manual, mechanical or physical work;

“Non professional staff” means such persons other than professional staff as may be engaged to work at the Facility;

“Assets” means any infrastructure or equipment located at the Facility;



“Implementing Arrangements” means instruments entered into to implement the areas of cooperation as stated in Article II(2) and Article III of the Agreement as negotiated under Article III(7).

ARTICLE II

The Facility

1. The Parties shall co-operate in the use of the Facility which consists of:
 - a) A mobile segment at sea, for tracking and launching satellites and suborbital platforms and for space research, presently located at Ungwana Bay;
 - b) A land based segment in Ngomeni, for tracking and support launching satellites and suborbital platforms, for data acquisition, processing, archiving and dissemination and for space research.

The critical infrastructure of the Facility is as described in Annex 1.

2. The Facility shall be used for aerospace science, space science and technology and research and applications as well as tracking and monitoring space vehicles, navigation applications and any other activity mutually agreed upon by the Parties. Areas of activity will include and not limited to:
 - a) Space science and technology;
 - b) Earth Observation, applications and services;
 - c) Support in Surveillance services also using the mobile segment;
 - d) Space communications;



- e) Telemedicine;
 - f) Satellite data acquisition;
 - g) Tracking and telemetry services;
 - h) Launching and tracking of satellites and suborbital platforms;
 - i) Atmospheric research;
 - j) Navigation and positioning application and services;
 - k) Education and training;
 - l) Remote sensing.
3. The Parties commit themselves to utilize the Facility for peaceful uses only.

ARTICLE III

Other areas of co-operation

1. The Government of the Italian Republic through the Italian Space Agency commits to support the enhancement of the capacity of such agency that the Government of the Republic of Kenya seeks to establish to oversee matters pertaining to aerospace science, space science, technology, research and applications.
2. The Parties commit themselves to establish in Kenya a Regional Centre for Earth Observation dedicated to receiving, storing, processing and dissemination of remotely sensed data, including a mirror site for remote sensing applications. The terms and conditions for the establishing, managing and functioning of the



Centre shall form the subject of an Implementing Arrangement as referred to in article III.7 below.

3. Taking into account the strategic partnership between Europe and Africa, the Parties shall promote the role and activities of the envisaged Regional Centre for Earth Observation in all the initiatives related to the Earth Observation projects and services, such as the "GMES and Africa" programme or any other programme that the Parties may mutually agree upon.
4. The Government of the Italian Republic shall train Kenyan nationals identified by the Government of the Republic of Kenya as will be mutually agreed upon on the following areas:
 - a) Aerospace, space science and technology;
 - b) Defence courses;
 - c) Training scholarships in other disciplines.
5. The Government of the Italian Republic shall enhance the capacity of public institutions of higher learning in the Republic of Kenya to undertake training in space science and technology as will be mutually agreed upon.
6. The Government of the Italian Republic in liaison with the Government of the Republic of Kenya shall support development of Ngomeni area (Kilifi County) as will be mutually agreed upon.
7. The Government of the Italian Republic and the Government of the Republic of Kenya shall negotiate and conclude, through their respective implementing agencies or ministries, the relevant Implementing Arrangements in order to govern the implementation of the aforementioned and other areas of co-operation as may be mutually agreed under this Agreement. The initial five Implementing Arrangements to be simultaneously signed with, and that shall form part of, this Agreement are:



- a. Support to the Kenya Space Agency;
- b. Access to Earth Observation and Space Science Data;
- c. Education and Training;
- d. Telemedicine; and
- e. Establishment of a Regional Centre for Earth Observation.

ARTICLE IV

Joint Council of Ministers

1. The Parties shall establish a Joint Council of Ministers hereinafter referred to as “the Council” which shall be the supreme organ responsible for strategic policy guidance for the Facility as well as other areas of cooperation in space science and technology. It shall comprise of Ministers as may be designated by the Parties from time to time.
2. The functions of the Council shall be:
 - a) Policy formulation and guidance on the objectives of the Agreement;
 - b) To consider and approve recommendations by the Joint Steering Committee;
 - c) To consider and, where possible, settle disputes between the Parties which may arise during the implementation of this Agreement in accordance with Article XIV hereinafter.



3. The Council shall hold meetings at least once every two (2) years or on request by the Joint Steering Committee. The Council may make decisions through exchange of notes if and when the need arises.
4. For this purpose, the Government of the Italian Republic appoints the Ministry of Education, University and Research as the designated authority responsible for the implementation of the present Agreement.
5. The Government of the Republic of Kenya appoints the Ministry of Defence as the designated authority responsible for the implementation of the present Agreement.

ARTICLE V

Joint Steering Committee

1. In order to facilitate the implementation of this Agreement the Parties agree to establish a Joint Steering Committee, hereinafter referred to as "the Committee", comprising of Principal Secretaries or equivalent of respective Ministries and Chief Executive Officers of respective National Space Agencies. The Committee shall inter alia:
 - a) Review the implementation of the provisions of this Agreement and, where necessary, recommend for approval by both Governments any amendment aimed at ensuring its smoother implementation, in accordance with Article XVII of this Agreement;
 - b) Determine and recommend for approval by both Governments programmes of cooperation in furtherance of Article III hereinabove;



- c) Review progress on programmes and activities of co-operation being undertaken pursuant to this Agreement;
- d) Consider and, where possible, settle disputes which may arise during the implementation of this Agreement in accordance with Article XIV hereafter;
- e) Consider for approval the possible engagement and/or involvement of Third Parties in the utilization of the Facility and any agreements thereto in accordance with Article X of this Agreement;
- f) Appoint the chairperson of the Joint Management Board on rotational basis;
- g) Consider for approval launching programs as recommended by the Joint Management Board;
- h) Consider for approval data sharing policies as recommended by the Joint Management Board;
- i) Consider for approval recommendations by the Joint Management Board on financial performance of the Facility and any measures recommended by the Joint Management Board to ensure due fulfilment of commitments and obligations of the Facility;
- j) Consider any other proposal made by either Party within the framework of this Agreement;
- k) Consider for approval strategic plans and annual work plans as recommended by the Joint Management Board;
- l) Shall promote and ensure exchange of information between the parties.



2. Representatives of the Government of the Republic of Kenya and the Government of the Italian Republic will alternate the Chair of the Committee.
3. The Committee shall meet in Kenya or in Italy as will be mutually agreed at least once each calendar year.

ARTICLE VI

Joint Management Board

1. The Parties shall jointly manage the Facility and shall for this purpose form a Joint Management Board hereinafter referred to as “the Board”.
2. The Board shall comprise of such technical persons designated by the relevant Ministries, National Space Agencies and any other persons as each Party may designate. Each Party shall nominate 3 (three) members to the Board and may co-opt advisors.
3. The Board shall meet as often as may be necessary for the dispatch of its business but shall hold at least three (3) meetings in each financial year.
4. A special meeting of the Board may be convened by the Chairperson of the Board or on application by one third of the membership of the Board.
5. Unless the majority of the total membership of the Board otherwise agree, at least 14 days notice of every meeting of the Board shall be given to each member of the board.
6. The Parties shall designate the Board Chairperson from their Representatives to the Board on rotational basis for a duration of two (2) years.



7. The functions of the Board shall include:

- a) To consider and recommend to the Committee strategic plans and annual work plan for the Facility;
- b) To consider and make observations on the Budget for the activities of the Facility;
- c) To provide the Parties through the Committee with a comprehensive progress report every four months on all activities and progress of the Facility;
- d) To consider and recommend to the Committee the approval of the launching programs from the Facility;
- e) To consider and recommend for consideration by the Committee the possible engagement and/or involvement of Third parties in the utilization of the Facility in accordance with Article X of this Agreement;
- f) to consider and recommend to the Committee data sharing policies taking into account existing data sharing and dissemination arrangements and intellectual properties and ensure the implementation of the same;
- g) To review and recommend to the Committee areas of activity of the Facility as specified in Article II of the Agreement;
- h) To consider the financial performance of the Facility and recommend to the Committee measures to ensure due fulfilment of commitments and obligations of the Facility;
- i) To consider staffing needs of the Facility together with the terms and conditions of service for all its staff;
- j) To perform any other function assigned by the Committee from time to time;
- k) To consider applications for renewal of the existing contracts with Third Parties;



- l) To review and restructure the management structure of the San Marco facility;
 - m) To develop schemes of service for the staff;
 - n) To consider and recommend all human resource and service procurement plans for the facility.
8. Except as provided in this article, the Board may regulate its own procedure.

ARTICLE VII

Management of the Facility

1. The Facility shall have a Chief Executive Officer who shall be appointed by the Government of the Italian Republic through the Italian Space Agency.
2. The Chief Executive Officer shall be responsible for:
 - a. Day to day management of the activities of the Facility;
 - b. The operational security and safety of the Facility;
 - c. Preparation of strategic and annual work plans for consideration by the Board;
 - d. Developing data sharing policies, taking into account existing data sharing and dissemination arrangements and intellectual properties and implementation of the same;
 - e. Convening meetings of the Board in consultation with the Chairman of the Board;
 - f. Prudent financial management of the Facility and shall fulfil commitments by and obligations of the Facility;



- g. Identifying and presenting staffing needs of the Facility to the Board;
 - h. Participating in outreach activities to promote knowledge and use of space science applications in national planning and development in collaboration with the Kenya Space Agency or such other Agency as shall be nominated;
 - i. Performing such other functions as may be assigned by the Board from time to time.
3. The facility shall have a Deputy CEO who shall be appointed by the Government of the Republic of Kenya.
 4. The Deputy CEO shall deputize the CEO in all the functions provided in Article VII (2), with the exception of making financial commitments for the facility.
 5. The Government of the Italian Republic through the Italian Space Agency shall recruit and/or second professional staff to the Facility in consultation with the Board.
 6. The Government of the Republic of Kenya shall second professional staff to the Facility in consultation with the Board in such capacities as the Parties may mutually agree.
 7. The Parties agree that non professional staff will be recruited within the Republic of Kenya amongst qualified Kenyan nationals.



ARTICLE VIII

Prerogatives and obligations of the Government of the Italian Republic

1. The Government of the Italian Republic shall be responsible for its obligations and for the activities conducted in the implementation of this Agreement.
2. The Government of the Italian Republic shall undertake training programmes for nationals of the Republic of Kenya in accordance with Article III as shall be mutually agreed upon.
3. The Government of the Italian Republic shall promote development projects for the community of Ngomeni area (Kilifi County) in accordance with Article III as shall be mutually agreed upon.
4. The Government of the Italian Republic shall nominate its representatives to the Council, the Committee and the Board referred to in Articles IV, V and VI respectively, including its rotating Chairpersons.
5. The Government of the Italian Republic, through the Italian Space Agency:
 - a) Shall appoint the Chief Executive Officer and professional staff of the Facility in accordance with Article VII hereinbefore;
 - b) Shall be responsible for the operating costs of the day to day functioning of the Facility, infrastructures and connection to the international network and for the space activities and programs, according to the provisions of the Strategic Vision document of the Government of the Italian Republic as shall be approved;



- c) Shall contribute to the cost of the establishment and functioning of the Regional Centre for Earth Observation referred to in Article III, based on the Implementing Arrangement to be concluded by both Parties;
- d) Shall pay compensation to the Republic of Kenya the sum of USD 250,000.00 (United States Dollars Two Hundred and Fifty Thousand) annually for the use of the land availed for the facility as it is at the beginning of this agreement; the amount of compensation shall be reviewed after every 5 (five) years by the Parties with an increment of 50,000 USD;
- e) Shall pay compensation for any additional land acquired;
- f) Shall remit to the Government of the Republic of Kenya 50% of the profit of contracts with Third Parties for commercial services provided by the Facility, including but not limited to launching services, satellite tracking and telemetry services, communication services, data acquisition, surveillance and navigation, with the exception of cooperation agreements in which there is no exchange of funds;
- g) Shall collect and remit to the Government of Kenya an annual authorisation fee of 50,000 USD from each Third Party for the use of the Facility; the said authorisation fee shall be reviewed every five (5) years during the period of the Agreement;
- h) Shall provide to the Government of the Republic of Kenya the particulars of non-Kenyan personnel operating in Kenya on activities related to the Facility and the list of all equipment destined for the Facility prior to their arrival in the Republic of Kenya;
- i) Shall provide the Government of the Republic of Kenya with progress reports, on annual basis, on the activities and progress concerning cooperation under this Agreement for consideration by the Committee in accordance with Article V;



- j) Shall apply to the Government of the Republic of Kenya for the allocation of frequencies and licences and shall provide all the technical information required for the release of frequencies;
 - k) Shall at least sixty (60) days before any planned launch, submit in advance to the Government of the Republic of Kenya technical and administrative details of any orbital and suborbital planned launch. Such details shall include:
 - (i) information on contractual agreements;
 - (ii) owner and type of rocket, power propulsion, fuel, number of stages and country of origin;
 - (iii) satellite details to include the number of payloads on board, their individual weight, instruments carried, type of data, their application and sponsors;
 - (iv) orbit path and period of stay in orbit; or
 - (v) any other details that may be required
 - l) Shall at least sixty (60) days before a launch, inform the Kenya Civil Aviation Authority (KCAA) of the Republic of Kenya of dates and time of launching of satellites and suborbital platforms;
 - m) Shall in consultation with the Deputy CEO and the Board assign duties to professional staff seconded by the Government of the Republic of Kenya in the activities of the Facility as may be mutually agreed.
6. The Government of the Italian Republic shall undertake necessary administrative measures to ensure the full implementation of the provisions of this Article.



ARTICLE IX

Prerogatives and obligations of the Government of the Republic of Kenya

1. The Government of the Republic of Kenya shall be responsible for its obligations and for the activities conducted in the implementation of this Agreement.
2. The Government of the Republic of Kenya shall receive and consider within a reasonable timeframe, programs submitted by the Committee and, if accepted, shall take all necessary administrative measures and grant authorisations.
3. The Government of the Republic of Kenya shall:
 - a) Appoint a Deputy CEO in accordance with Article VII(3);
 - b) In consultation with the Board, identify professional staff to be seconded to the Facility in accordance with Article VII(6);
 - c) In consultation with the Government of the Italian Republic, identify its training needs and personnel to undergo training programmes in accordance with Article III.
4. The Government of the Republic of Kenya shall undertake all necessary measures, including internal controls and patrol of the territory under its sovereignty and jurisdiction, as it deems necessary to ensure the effective functioning of the Facility as well as the security of the property and people working therein.
5. The Government of the Republic of Kenya shall consider and provide written authorization for launching of satellites and suborbital platforms.
6. The Government of the Republic of Kenya shall receive and consider for approval the use of all communications equipment,



including allocation of frequencies and licences, in accordance with the existing Government of Kenya regulations and relevant International Telecommunications Union (ITU) radio regulations.

7. The Government of the Republic of Kenya will facilitate the leasing or procuring of additional land for the purposes of expanding the base by the Government of the Italian Republic.
8. The Government of the Republic of Kenya shall in consultation with the Government of the Italian Republic identify development projects to be realized within Malindi area (Kilifi County) in accordance with Article III.
9. The Government of the Republic of Kenya shall within a reasonable timeframe inspect, verify and if satisfied approve all the equipment to be used at the Facility.
10. The Government of the Republic of Kenya shall facilitate the issuance of the necessary authorizations for import, export, transportation, installation and use of equipment by the Facility, including those utilized for a limited period of time in association to a specific project.
11. The Government of the Republic of Kenya shall facilitate the issuance of the:
 - a) Visas for personnel involved in the operations of the facility in accordance with the laws of Kenya;
 - b) work permits for non-Kenyan staff employed in Kenya in accordance with the Immigration Act and other relevant statutes.
12. The Government of the Republic of Kenya shall nominate its representatives to the Council, the Committee and the Board in accordance with Articles IV, V and VI, including its rotating Chairpersons.



13. The Government of the Republic of Kenya shall take all measures to facilitate entry, stay and exit from Kenya, for the personnel of the Government of the Italian Republic employed in Kenya for the purpose of the activities related to the object of this Agreement.
14. The Government of the Republic of Kenya shall consider for its approval, all Third Party Agreements for the utilization of the Facility, within 30 days from the Joint Steering Committee approval of those agreements in compliance with Art. V.1 e) above.
15. The Government of the Republic of Kenya shall provide the Government of the Italian Republic with progress reports, on annual basis, on the activities and progress concerning cooperation under this Agreement for consideration by the Committee in accordance with Article V.
16. The Government of the Republic of Kenya shall undertake necessary administrative measures to ensure the full implementation of the provisions of this Article.

ARTICLE X

Use of the Facility by Third Parties

1. The Parties shall permit the use of the Facility by Third Parties in accordance with Articles V.1 e) and VI.7 e).
2. The activities and services carried out by and for Third Parties within or through the Facility will be regulated through the agreements approved as provided for in art. IX.14 above.



3. Subject to agreements concluded pursuant to Article X (2), the Parties shall not be exempted from their responsibilities referred to in Articles VIII and IX respectively.
4. In considering applications submitted by either Party, the Parties shall take particularly into account programmes within the framework of European (European Space Agency and European Union) and African space initiatives.

ARTICLE XI

Liability

1. In the event of any damage being caused to any property or person within or outside the Facility by reason of activities referred to in Article II, the liability of the Government of Kenya shall be met by the Government of the Italian Republic. The Government of the Italian Republic shall be liable to compensate for the damage, without prejudice to the right of the Government of the Italian Republic to be indemnified by third parties where the damage is occasioned by act or omission of third parties. The Government of the Republic of Kenya shall be liable where the loss or damage has been caused by gross negligence, or deliberate act or omission of its employees or agents.
2. a) In respect to activities related to orbital and suborbital launching, the Government of the Italian Republic through Italian Space Agency shall subscribe individual insurance policies with one or more Insurance Companies authorised in Kenya and approved by the Kenyan Insurance Regulatory Authority.
b) Notwithstanding the relevant provisions of the International Convention on Liability for Damages Caused by Space Objects



of 29th March 1972, the insurance policy shall cover as joint insured the Government of the Republic of Kenya, the nationals and residents of the Republic of Kenya.

3. In the event any suit, action or claim is brought against the Government of the Republic of Kenya in respect of, or in relation to the activities carried out at the Facility, the Government of the Italian Republic shall indemnify and hold harmless the Government of the Republic of Kenya against losses and claims in respect of injuries or damages, costs, charges and expenses, or in relation thereto, except where the suit, action or claim arises due to gross negligence, or deliberate act or omission of the Government of the Republic of Kenya or a person acting on its behalf.

ARTICLE XII

Verification and inspection

1. In order to ensure compliance with the purpose, objectives and provisions of this Agreement, the Government of the Republic of Kenya shall have the right to:
 - a. Request explanations from the Board on current activities of the Facility;
 - b. Enter, inspect and examine at any time the Facility, the inventory register and the equipment of the Facility and any other connected premises situated in Kenya;
 - c. Be regularly informed on the stage of the planning, preparation and execution of the projects and programmes by the Facility.
2. Subject to the provisions of Article XIII, inspections, visits, controls, data and information acquisition etc., shall be carried



out by personnel explicitly authorized by the Government of the Republic of Kenya in full respect of secrecy, confidentiality and data protection.

ARTICLE XIII

Confidentiality

Any material exchanged or generated in connection with this Agreement shall be used, transmitted, stored, handled and safeguarded in accordance with the respective Government's applicable laws and regulations. There shall be no disclosure of such information to any third party without prior written consent of the other party.

ARTICLE XIV

Settlement of Disputes

1. Any dispute between the Parties concerning the interpretation and implementation of this Agreement shall be resolved, as far as possible, through consultation and negotiation in the framework of the Committee and the Council established under Articles V and IV of this Agreement.
2. In the event of a dispute declared by either Party in writing between the Government of the Republic of Kenya and the Government of the Italian Republic, and that within three months the Council, acting in accordance with Article IV, has not been able to settle the dispute, the two Governments will meet immediately to resolve the matter within three months.
3. All disputes between the Parties in connection with or arising out of the existence, validity, construction, performance and



termination of the Agreement (or any terms thereof), which the Parties are unable to resolve between themselves, shall be referred to and finally settled by International Arbitration.

ARTICLE XV

Vesting of Assets to the Government of the Republic of Kenya

1. In accordance with the Agreement signed by the Parties on 14th March 1995 concerning the satellite tracking and launching Station at the San Marco Station in Malindi, the Government of the Italian Republic shall transfer all its rights and properties at the Facility upon the lapse of this Agreement or at such lesser period formally agreed by the Council or upon termination in accordance with article XVIII (3). The Parties may agree to a joint use of the Facility after the expiry of this Agreement.
2. Without prejudice to the provisions of Article XV(1), the Government of the Italian Republic shall during the existence of this agreement retain full ownership of assets, equipment and installations of the Facility except the land designated for the use and operations of the facility which shall continue to be owned by the Government of the Republic of Kenya. The Government of Kenya shall retain full ownership of any assets, equipment and installation that it acquires during the period of the Agreement.
3. The assets of the Facility shall not be subject to any form of seizure, requisition or confiscation by the Government of the Republic of Kenya and shall be immune from any form of administrative or judicial constraint unless vesting has occurred in accordance with Article XV (1) hereinabove.



ARTICLE XVI

Governing/ Applicable Law

All activities, operations and incidental actions related to the functioning of the Facility shall be done in accordance with the Laws of the Republic of Kenya.

The Agreement shall be implemented in accordance with the international obligations of the Parties including, for the Italian Party, those deriving from its membership to the European Union.

ARTICLE XVII

Amendment, Modification and Review

1. The present Agreement may be amended at any time, in writing, by mutual consent by the Parties, which shall be by way of exchange of notes upon fulfilment of the legal requirements of each party.
2. The amendments shall enter into force on the date of the receipt of the last of the two notifications by which the Parties shall formally have communicated to each other that their respective internal procedures have been complied with.
3. The Parties shall conduct a mid-term review of the functioning and implementation of the Agreement. The parameters of the review will be mutually agreed upon by the Parties.



ARTICLE XVIII

Entry into Force, Duration and Termination

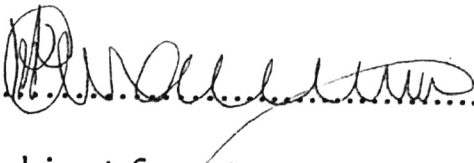
1. This Agreement shall enter into force on the date of the receipt of the last of the two notifications by which the Parties shall formally have communicated to each other that their respective internal procedures have been complied with.
2. This Agreement shall remain effective for a period of fifteen (15) years and may be renewed for such period as the Parties may mutually agree.
3. Without prejudice to the provisions of Article XIV, this Agreement may be terminated at any time by either Party after serving notice of not less than twelve (12) months in writing of such intention and the Agreement shall lapse at the expiry of the notice. Such notification or termination shall not affect the payment of any debt, claims or compensation or operate to discharge either Party from any liabilities hitherto accrued against it in pursuance of this Agreement.
4. A notice for termination may be issued upon the mid-term review where either party is fundamentally in breach of their obligations in this Agreement.



In witness whereof the undersigned, duly authorised thereto, have signed the present Agreement.

Done in ^{Trento}....., on ^{24 Oct 16}....., in two originals, both in English and Italian language, all texts being equally authentic. In case of divergence on interpretation or application the English text shall prevail.

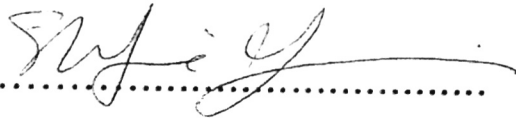
For and on behalf of the
Government of the Republic
of Kenya

.....


Cabinet Secretary

Ministry of Defence

For and on behalf of the
Government of the Italian
Republic

.....


Minister

Ministry of Education,
University and Research

IMPLEMENTING

ARRANGEMENTS

NOS. 1 - 5



IMPLEMENTING ARRANGEMENT

To the Agreement between the Government of the Republic of Kenya and the
Government of the Italian Republic for the San Marco Program
At the Luigi Broglio Space Centre –Malindi, Kenya,

ON

SUPPORT TO THE KENYA SPACE AGENCY



THIS IMPLEMENTING ARRANGEMENT is made between the Government of the Republic of Kenya on the one part and the Italian Space Agency (ASI) on behalf of the Government of the Italian Republic, on the other part, herein after referred to as singularly as “Party” and collectively as “Parties” (which expression shall where the context so admits include its successors or assigns).

Preamble

WHEREAS the Government of the Republic of Kenya and the Government of the Italian Republic have signed the Agreement for the San Marco Program at the LUIGI BROGLIO SPACE CENTRE – MALINDI, hereinafter also referred to as the “Agreement”;

TAKING NOTE THAT Article III (7) of the Agreement provides for the conclusion of Implementing Arrangements for the purposes of the implementation of the Agreement;

CONSIDERING THAT support and enhancement of the capacity of the Kenya Space Agency or such other Agency as shall be established by the Government of Kenya is recognized as an area of cooperation in Article III (1) of the Agreement;

RECOGNIZING the desire of the Government of the Republic of Kenya to establish and operationalize the Kenya Space Agency;

THE PARTIES AGREE AS FOLLOWS

Article 1 Purposes and Objectives

The purpose of this Implementing Arrangement is to provide a framework for cooperation between the Government of the Republic of Kenya and the Italian Space Agency, relating to the assistance for:

The establishment and operationalisation of the Kenya Space Agency.

Article 2 Areas of Cooperation

2.1 The Parties shall cooperate in the following areas:

- a) legal and institutional support for the establishment of the Kenya National Space Agency;
- b) capacity building;
- c) management support for the development of short, medium and long term sustainable space programmes;
- d) human and infrastructure resources development;



- e) any other area that may be mutually agreed on by the Parties.

Article 3 Forms of Cooperation

3.1 The Parties shall cooperate through the following:

- a) technical assistance in terms of personnel, software, equipment and by secondment of experts to each Party's National Space Agency;
- b) training and internship programmes to employees of the National Space Secretariat;
- c) organization of, and participation in, and hosting of international and national conferences and symposia on space science and technology and its attendant disciplines;
- d) organization of and participation in Space Policy courses;
- e) joint applications for European/International program funding;
- f) access to opportunities that ASI may have with other space agencies;
- g) development of short, medium and long-term sustainable space programmes;
- h) any other form of cooperation that may be mutually agreed on by the Parties.

Article 4 Implementation of the Arrangement

4.1 The Parties shall jointly identify key priority areas and come up with a Plan of Action and implementation plan within six (6) months from the date of the entry into force of this Arrangement.

4.2 The Parties shall conduct an evaluation of the implementation of this Arrangement after its entry into force, every two years for continued improvement.

Article 5 Implementing Agencies

5.1 For the purposes of implementing this Arrangement on the Italian side, the implementing agency shall be:

- Italian Space Agency.

5.2 For the purposes of implementing this Arrangement on the part of the Government of the Republic of Kenya, the implementing agency shall be:

- Ministry of Defence or such other Agency as shall be nominated.



Article 6 Intellectual Property Rights

6.1 Any intellectual property right related to, or interest in, any innovation or work made in the performance of this Arrangement solely by one Party or any of its Related Entities (e.g. contractors or subcontractors) shall be owned by such Party or its Related Entity. Allocation of Intellectual Property rights between such Party and its Related Entities shall be determined by such Party's laws, regulations and applicable contractual obligations.

6.2 If any research jointly conducted by the Parties, produces an invention, an innovation or work, which incorporates intellectual property rights, the Parties shall, in good faith, consult and agree as to the allocation of Intellectual Property rights to, or interest in, such joint innovation or work and the responsibilities, costs, and actions to be taken to establish and maintain those intellectual property rights.

Article 7 Amendment

This present Implementing Arrangement may be amended by mutual written consent of the Parties. The amendments shall enter into force on the date of the receipt of the last of the two notifications by which the Parties shall formally communicate to each other that their respective internal procedures have been complied with.

Article 8 Dispute Resolution

For any dispute between the Parties relating to the interpretation and/or implementation of this Implementing Arrangement the rules and provisions established by article XIV of the bilateral Agreement shall apply.

Article 9 Entry into force, duration and termination

9.1 This Implementing Arrangement shall be executed by both Parties and produce its effects on the date of the entry into force of the bilateral Agreement.

9.2 This Implementing Arrangement shall remain in force for the duration of the inter-governmental bilateral Agreement between the Italian Republic and the Republic of Kenya.

9.3 Either of the Parties may terminate this Implementing Arrangement at any time by giving a twelve (12) months prior written notice through the established diplomatic channels and the Implementing Arrangement shall lapse automatically at the expiry of the notice. The termination of this Implementing Arrangement shall not absolve the Parties of their obligations commenced before the termination of the Arrangement, except as otherwise agreed in writing by the Parties.



Article 10 Interpretation

- 10.1. For all matters not expressly treated or provided for by this Implementing Arrangement, the rules and provisions established in the bilateral Agreement shall apply.
- 10.2 In case of conflicts between the provisions of this Implementing Arrangement and the provisions of the bilateral Agreement, the latter shall prevail.

Article 11 Signature

IN WITNESS WHEREOF THE undersigned, duly authorized thereto by their respective government and constitutive instrument respectively, have signed the present Implementing Arrangement.

Done at Trento , on this 24th day of Oct 2016, in four originals, two in the English and two in the Italian language, all texts being equally authentic. In case of divergence on interpretation or application the English text shall prevail.

For and on behalf of the Government
of the Republic of Kenya

Cabinet Secretary

Ministry of Defense

For and on behalf of the
Government of the Italian Republic

President

Italian Space Agency



IMPLEMENTING ARRANGEMENT

To the Agreement between the Government of the Republic of Kenya and the
Government of the Italian Republic for the San Marco Program
At the Luigi Broglio Space Centre – Malindi, Kenya,

ON

ACCESS TO EARTH OBSERVATION AND SPACE SCIENCE DATA



THIS IMPLEMENTING ARRANGEMENT is made between the Government of the Republic of Kenya on the one part and the Italian Space Agency (ASI) on behalf of the Government of the Italian Republic, on the other part, herein after referred to singularly as “Party” and collectively as “Parties” (which expression shall where the context so admits include its successors or assigns).

Preamble

WHEREAS the Government of the Republic of Kenya and the Government of the Italian Republic have signed the Agreement for the San Marco Program at the LUIGI BROGLIO SPACE CENTRE – MALINDI, hereinafter also referred to as the “Agreement”;

TAKING NOTE THAT article III (7) of the Agreement provides for the conclusion of Implementing Arrangements for purposes of the implementation of the Agreement;

CONSIDERING THAT the cooperation on Earth Observation, applications and services; Satellite data acquisition, Tracking and Telemetry services, Atmospheric research and Navigation and positioning application and services is recognized in Article II (2) paragraphs (b), (f), (g), (i) and (j) of the Agreement;

RECOGNIZING the desire of the Government of the Republic of Kenya to promote and prioritise resource sensitive and context specific applications, education, research and technologies through access and use of Earth Observation and Space Science data in Kenya;

THE PARTIES AGREE AS FOLLOWS

Article 1 Definitions

- 1.1 “**COSMO-SkyMed**” or “Constellation of small Satellites for the Mediterranean basin Observation” is an Italian constellation of 4 medium-size satellites, each equipped with a microwave high-resolution synthetic aperture radar.
- 1.2 “**MODIS**” or “Moderate Resolution Imaging Spectroradiometer” is a key instrument aboard the Terra (EOS AM) and Aqua (EOS PM) Earth Observation satellites.
- 1.3 “**Terra**” is a multi-national NASA scientific research satellite launched in December 1999 that carries five sensors that have been studying the interactions among the Earth's atmosphere, lands, oceans, and radiant energy.



- 1.4 “Aqua” is a multi-national NASA scientific research satellite launched in May 2004 that carries six sensors to study precipitation, evaporation, and cycling of water.
- 1.5 “ERS” or “European Remote Sensing satellite” is a satellite launched in April 1995 for measuring ozone content of the atmosphere and monitor vegetation cover. The science mission ended on 4th July 2011 and the satellite subsequently de-orbited.
- 1.6 “Landsat” is a series of Earth-observing satellite missions jointly managed by NASA and the U.S. Geological Survey since 1972. The latest satellite, Landsat 7, launched in April 1999 has the primary goal to refresh the global archive of satellite photos, providing up-to-date and cloud-free images.
- 1.7 “ENVISAT” or “Environmental Satellite” is a European Space Agency Earth observing satellite launched in March 2002 with the objective to service the continuity of European Remote-Sensing Satellite missions, providing additional observational parameters to improve environmental studies. Contact with the satellite was lost on 8th April 2012.

Article 2 Purposes and Objectives

The purpose of this Implementing Arrangement is to:

- a) provide a supplemental framework for cooperation between the Government of Kenya and the Italian Space Agency (ASI) for access and use of Earth Observation and Space Science data available to ASI for use and distribution according to each specific mission data policy, for research and national development programs in Kenya;
- b) promote access and use of data from past, ongoing and future space programs undertaken by ASI and its partners, as specified in paragraph (a) above;
- c) promote access and use of data from past, ongoing and future space programs undertaken by ASI and its partners from the San Marco program at the Luigi Broglio Space Center – Malindi.

Article 3 Areas of Cooperation

3.1 The Parties shall cooperate in the following areas:

- a) formulation of specific data access and value added products use policies;
- b) access and use of data from past, ongoing and future space programs, including but not limited to, COSMO-SkyMed, MODIS, Terra & Aqua, LANDSAT, ERS2, ENVISAT according to each specific mission data policy;



- c) access and use of all data from past, ongoing and future space programs from the San Marco program at the Luigi Broglio Space Center – Malindi;
- d) human and infrastructure resources development;
- e) wider dissemination of space programs value added products to mutually agreed third parties;
- f) know how and technology transfer of data acquisition, processing, dissemination and archiving;
- g) research and development;
- h) any other area that may be mutually agreed on by the Parties.

Article 4 Forms of Cooperation

4.1 The Parties shall cooperate through the following:

- a) undertaking of a data user need assessment analysis;
- b) development of data, products and services access and use policies, according to each specific mission data policy;
- c) to establish and develop infrastructure for data, products and services access and use in the Republic of Kenya, including but not limited to COSMOS-SkyMed;
- d) making available one national coverage of COSMO-SkyMed data of Kenya annually in an appropriate mode and making available Site specific COSMO-SkyMed for emergencies in Kenya in appropriate modes and to make available Site specific COSMO-SkyMed for pilot projects and scientific applications in Kenya in appropriate modes;
- e) facilitating access to and use of Earth Observation data from past, ongoing and future space programs of ASI and its partners according to each specific mission data policy;
- f) provision of training programs for selected Kenyan personnel on acquisition, processing, dissemination and archiving of data, software and hardware development and other related fields;
- g) undertake joint research and development programs;
- h) undertake joint applications for European and/or international Earth Observation program funding;
- i) promotion of joint activities and programs on Earth Observation and Space Science at national and international level;
- j) sharing of revenue generated from use of data by third parties and value added products;
- k) exchange visits of experts in Earth Observation and Space Science;
- l) establishment of focal points for access and use of Earth Observation and space science research data in Kenya;
- m) any other form of cooperation that may be mutually agreed on by the Parties.



Article 5 Implementation of the Arrangement

5.1 The implementation of this Arrangement shall be based on joint data access and sharing policies.

5.2 The parties shall jointly identify key priority areas and come up with a Plan of Action and implementation plan within six (6) months from the date of the entry into force of this Arrangement.

5.3 The Parties shall conduct an evaluation of the implementation of this Arrangement after its entry into force every two years for continued improvement.

Article 6 Implementing Agencies

6.1 For the purposes of implementing this Arrangement on the Italian side, the implementing agency shall be:

- Italian Space Agency.

6.2 For the purposes of implementing this Arrangement on the part of the Government of the Republic of Kenya, the implementing agency shall be:

- Ministry of Defence or such other agency as shall be nominated.

Article 7 Intellectual Property Rights

7.1 Any intellectual property right related to, or interest in, any innovation or work made in the performance of this Arrangement solely by one Party or any of its Related Entities (e.g. contractors or subcontractors) shall be owned by such Party or its Related Entity. Allocation of Intellectual Property rights between such Party and its Related Entities shall be determined by such Party's laws, regulations and applicable contractual obligations.

7.2 If any research jointly conducted by the Parties, produces an invention, an innovation or work, which incorporates intellectual property rights, the Parties shall, in good faith, consult and agree as to the allocation of Intellectual Property rights to, or interest in, such joint innovation or work and the responsibilities, costs, and actions to be taken to establish and maintain those intellectual property rights.



Article 8 Amendment

The present Implementing Arrangement may be amended by mutual written consent of the Parties. The amendments shall enter into force on the date of the receipt of the last notifications by which the Parties shall formally communicate to each other that their respective internal procedures have been complied with.

Article 9 Dispute Resolution

For any dispute between the Parties relating to the interpretation and/or implementation of this Implementing Arrangement the rules and provisions established by Article XIV of the bilateral Agreement shall apply.

Article 10 Entry into force, duration and termination

10.1 This Implementing Arrangement shall be executed by both Parties and produce its effects on the date of the entry into force of the bilateral Agreement .

10.2 This Implementing Arrangement shall remain in force for the duration of the bilateral Agreement.

10.3 Either of the Parties may terminate this Implementing Arrangement at any time by giving a twelve (12) months prior written notice through the established diplomatic channels and the Implementing Arrangement shall lapse automatically at the expiry of the notice. The termination of this Implementing Arrangement shall not absolve the Parties of their obligations commenced before the termination of the Arrangement except as otherwise agreed in writing by the Parties

Article 11 Interpretation

11.1 For all matters not expressly treated or provided for by this Implementing Arrangement, the rules and provisions established in the bilateral Agreement shall apply.

11.2 In case of conflicts between the provisions of this Implementing Arrangement and the provisions of the bilateral Agreement, the latter shall prevail.

Article 12 Signatures

IN WITNESS WHEREOF THE undersigned, duly authorized thereto by their respective government and constitutive instrument respectively, have signed the present Implementing Arrangement.



Done at Trento , on this 24th day of Oct 2016, in four originals, two in the English and two in the Italian language, all texts being equally authentic. In case of divergence on interpretation or application the English text shall prevail.

For and on behalf of the
Government of the Republic of
Kenya

Cabinet Secretary

Ministry of Defence

For and on behalf of the Government
of the Italian Republic

President

Italian Space Agency



IMPLEMENTING ARRANGEMENT

To the Agreement between the Government of the Republic of Kenya and the
Government of the Italian Republic for the San Marco Program
At the Luigi Broglio – Malindi Space Centre, Kenya.

ON

EDUCATION AND TRAINING



THIS IMPLEMENTING ARRANGEMENT is made between the Government of the Republic of Kenya on the one part and the Italian Space Agency (ASI) on behalf of the Government of the Italian Republic, on the other part, herein after referred to singularly as “Party” and collectively as “Parties” (which expression shall where the context so admits include its successors or assigns).

Preamble

WHEREAS the Government of the Republic of Kenya and the Government of the Italian Republic have signed the Agreement for the San Marco Program at the LUIGI BROGLIO – MALINDI SPACE CENTRE, hereinafter also referred to as the “Agreement”;

TAKING NOTE THAT article III (7) of the Agreement provides for the conclusion of Implementing Arrangements for the purposes of the implementation of the Agreement;

CONSIDERING THAT education and training is recognized as an area of cooperation in Article II (2) (k) of the Agreement;

RECOGNIZING the need for continued cooperation in training, education and technology transfer;

THE PARTIES AGREE AS FOLLOWS

Article 1 Purposes and Objectives

To provide a supplemental framework for cooperation between the Government of the Republic of Kenya and the Italian Space Agency, on training and education programs and activities.

Article 2 Areas of Cooperation

The Parties shall cooperate in the following training and education areas:

- a) Aerospace Engineering and Technology;
- b) Earth Observation and Navigation;
- c) Space Science;
- d) Space Policy and International Space Law;
- e) Telemedicine;
- f) Telecommunications;
- g) any other disciplines that may be mutually agreed on by the Parties.



Article 3 Forms of Cooperation

The Parties shall cooperate through the following:

- a) Provision of annual scholarships and fellowships to fifteen(15) selected Kenyan nationals to the Italian Institutions of higher learning for undergraduate and post graduate degree programmes and short and long-term courses;
- b) Supporting research and development programs for Kenyan nationals;
- c) Exchange visits for Kenyan and Italian nationals and Institutions;
- d) joint applications for European/International Education and Training program funding;
- e) enhancing capacity of the Kenyan Public Institutions of higher learning to undertake training in space science and technology;
- f) supporting outreach programmes in space science and technology at the elementary and high school levels in Kenya
- g) Any other form of cooperation that may be mutually agreed on by the Parties.
- h) To provide the Kenyan nationals accorded scholarship in Italy, full tuition including research fees, travelling expenses, medical insurance cover and adequate allowance for subsistence.

Article 4 Implementation of the Arrangement

4.1 Kenyan nationals accorded scholarship in Italy shall be provided by the Government of the Italian Republic, full tuition including research fees, travelling expenses, medical insurance cover and adequate allowance for subsistence;

4.2 The Arrangement will be implemented taking into consideration the Government of the Republic of Kenya priorities and requirements.

4.3 The Parties shall jointly identify key priority areas and come up with a Plan of Action and implementation plan within six (6) months from the date of the entry into force of this Arrangement.

4.4 The Parties shall conduct an evaluation of the implementation of the Plan of Action of this Arrangement after its entry into force, every two years for continued improvement.

Article 5 Implementing Agencies

- 6.1 For the purposes of implementing this Arrangement on the Italian side, the implementing agency shall be:
- Italian Space Agency.



- 6.2 For the purposes of implementing this Arrangement on the part of the Government of the Republic of Kenya, the implementing agency shall be:
- Ministry of Defence or such other agency as shall be nominated.

Article 6 Intellectual Property Rights

- 6.1 Any intellectual property right related to, or interest in, any innovation or work made in the performance of this Arrangement solely by one Party or any of its Related Entities (e.g. contractors or subcontractors) shall be owned by such Party or its Related Entity. Allocation of Intellectual Property rights between such Party and its Related Entities shall be determined by such Party's laws, regulations and applicable contractual obligations.
- 6.2 If any research jointly conducted by the Parties, produces an invention, an innovation or work, which incorporates intellectual property rights, the Parties shall, in good faith, consult and agree as to the allocation of Intellectual Property rights to, or interest in, such joint innovation or work and the responsibilities, costs, and actions to be taken to establish and maintain those intellectual property rights.

Article 7 Amendment

This present Implementing Arrangement may be amended by mutual written consent of the Parties. The amendments shall enter into force on the date of the receipt of the last of the two notifications by which the Parties shall formally communicate to each other that their respective internal procedures have been complied with.

Article 8 Dispute Resolution

For any dispute between the Parties relating to the interpretation and/or implementation of this Implementing Arrangement the rules and provisions established by article XIV of the bilateral Agreement shall apply.

Article 9 Entry into force, duration and termination

- 9.1 This Implementing Arrangement shall be executed by both Parties and shall produce its effects on the date of the entry into force of the bilateral Agreement.
- 9.2 This Implementing Arrangement shall remain in force for the duration of the bilateral Agreement.



9.3 Either of the Parties may terminate this Implementing Arrangement at any time by giving a twelve (12) months prior written notice through the established diplomatic channels and the Implementing Arrangement shall lapse automatically at the expiry of the notice. The termination of this Implementing Arrangement shall not absolve the Parties of their obligations commenced before the termination of the Arrangement except as otherwise agreed in writing by the Parties.

Article 10 Interpretation

- 10.1 For all matters not expressly treated or provided for by this Implementing Arrangement, the rules and provisions established in the bilateral Agreement shall apply.
- 10.2 In case of conflicts between the provisions of this Implementing Arrangement and the provisions of the bilateral Agreement, the latter shall prevail.

Article 11 Signatures

IN WITNESS WHEREOF THE undersigned, duly authorized thereto by their government and constitutive instrument respectively, have signed the present Implementing Arrangement.

Done at Trento , on this 24th day of Oct 2016, in four originals, two in the English and two in the Italian language, all texts being equally authentic. In case of divergence on interpretation or application the English text shall prevail.

For and on behalf of the Government
of the Republic of Kenya

Cabinet Secretary

Ministry of Defense

For and on behalf of the
Government of the Italian Republic

President

Italian Space Agency



IMPLEMENTING ARRANGEMENT

To the Agreement between the Government of the Republic of Kenya and the
Government of the Italian Republic for the San Marco Program
At the Luigi Broglio Space Centre – Malindi, Kenya,

ON

TELEMEDICINE



THIS IMPLEMENTING ARRANGEMENT is made between the Government of the Republic of Kenya on the one part and the Italian Space Agency (ASI) on behalf of the Government of the Italian Republic, on the other part, herein after referred to as singularly as “Party” and collectively as “Parties” (which expression shall where the context so admits include its successors or assigns).

Preamble

WHEREAS the Government of the Republic of Kenya and the Government of the Italian Republic have signed the Agreement for the San Marco Program at the LUIGI BROGLIO SPACE CENTRE – MALINDI, hereinafter also referred to as the “Agreement”;

TAKING NOTE THAT Article III (7) of the Agreement provides for the conclusion of Implementing Arrangements for the purposes of the implementation of the Agreement;

CONSIDERING THAT the cooperation on telemedicine is recognized in Article II (2) (e) of the Agreement;

RECOGNIZING the desire of the Government of the Republic of Kenya to promote and prioritise resource sensitive and context specific research and technologies to address the burden of several non-communicable diseases in Kenya;

THE PARTIES AGREE AS FOLLOWS

Article 1 Purposes and Objectives

The objective of the present Implementing Arrangement is to:

- 1.1 provide a supplemental framework for the cooperation between the Parties for promotion, support and sustained research to inform policy and empower programs for prevention and control of non-communicable diseases in Kenya;
- 1.2 promote accessibility of medical services to remote areas in the Republic of Kenya;
- 1.3 promote the use of telemedicine technology in health institutions in Kenya.

Article 2 Areas of Cooperation

2.1 The Parties shall cooperate in the following areas:

- a) transfer of knowledge in telemedicine technology and provision of training for medical personnel in Kenya;



- b) information and communication technology infrastructure development in Kenya;
- c) disease prevention and treatment;
- d) research and development;
- e) provision of medical equipment and applications;
- f) any other field that may be mutually agreed on by the Parties.

Article 3 Forms of Cooperation

3.1 The Parties shall cooperate through the following:

- a) undertaking of a need assessment analysis;
- b) supporting the establishment of access points to the ASI-Net infrastructure in the Republic of Kenya;
- c) establishing a satellite hub in Malindi to connect to access points in Kenya and in Rome;
- d) supporting training programs of relevant Kenyan personnel;
- e) establishment of telemedicine medical equipment and infrastructure in health institutions in Kenya;
- f) equipping selected medical institutions in Kenya with telecommunication and ECG (Electro Cardio Graph) tele-cardiology equipment;
- g) joint research and development programs;
- h) joint applications for European/International Telemedicine program funding;
- i) exchange of expert visits;
- j) assisting Kenyan national health care systems in sanitary planning and management;
- k) promotion of joint activities and programs on telemedicine at national and international level;
- l) supporting medical and telemedicine equipment operations
- m) any other form of cooperation that may be mutually agreed on by the Parties.

Article 4 Implementation of the Arrangement

4.1 The Parties shall jointly identify key priority areas and come up with a Plan of Action and implementation plan within six (6) months from the date of the entry into force of this Arrangement .

4.2 There shall be a Telemedicine Joint Committee to manage the telemedicine programme. The Committee shall comprise of such persons designated by the national implementing agencies in the number of two members per Party which shall report to the Joint Steering Committee established under Article V(c) of the Agreement.

4.3 The Parties shall conduct an evaluation of the implementation of this Arrangement after its entry into force, every two years for continued improvement.



Article 5 Implementing Agencies

5.1 For the purposes of implementing this Arrangement on the part of the Italian side, the implementing agency shall be:

- Italian Space Agency.

5.2 For the purposes of implementing this Arrangement on the part of the Government of the Republic of Kenya, the implementing agency shall be:

- Ministry of Defence or such other agency as shall be nominated.

Article 6 Intellectual Property Rights

6.1 Any intellectual property right related to, or interest in, any innovation or work made in the performance of this Arrangement solely by one Party or any of its Related Entities (e.g. contractors or subcontractors) shall be owned by such Party or its Related Entity. Allocation of Intellectual Property rights between such Party and its Related Entities shall be determined by such Party's laws, regulations and applicable contractual obligations.

6.2 If any research jointly conducted by the Parties, produces an invention, an innovation or work, which incorporates intellectual property rights, the Parties shall, in good faith, consult and agree as to the allocation of Intellectual Property rights to, or interest in, such joint innovation or work and the responsibilities, costs, and actions to be taken to establish and maintain those intellectual property rights.

Article 7 Amendments

The present Implementing Arrangement may be amended by mutual written consent of the Parties. The amendments shall enter into force on the date of the receipt of the last of the two notifications by which the Parties shall formally communicate to each other that their respective internal procedures have been complied with.

Article 8 Dispute Resolution

For any dispute between the Parties relating to the interpretation and/or implementation of this Implementing Arrangement the rules and provisions established by Article XIV of the bilateral Agreement shall apply.

Article 9 Entry into force, duration and termination

9.1 This Implementing Arrangement shall be executed by both Parties and produce its effects on the date of the entry into force of the bilateral Agreement .



9.2 This Implementing Arrangement shall remain in force for the duration of the bilateral Agreement.

9.3 Either of the Parties may terminate this Implementing Arrangement at any time by giving a twelve (12) months prior written notice through the established diplomatic channels and the Implementing Arrangement shall lapse automatically at the expiry of the notice. The termination of this Arrangement shall not absolve the Parties of their obligations commenced before the termination of the Arrangement, except as otherwise agreed in writing by the Parties.

Article 10 Interpretation

10.1 For all matters not expressly treated or provided for by this Implementing Arrangement, the rules and provisions established in the bilateral Agreement shall apply.

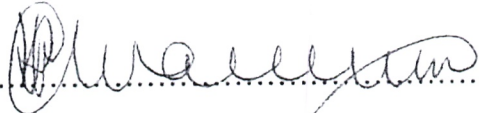
10.2 In case of conflicts between the provisions of this Implementing Arrangement and the provisions of the bilateral Agreement, the latter shall prevail.

Article 11 Signatures

IN WITNESS WHEREOF THE undersigned, duly authorized thereto by their respective government and constitutive instrument respectively, have signed the present Implementing Arrangement.

Done at Trento..... on this 24th day of Oct 2016, in four originals, two in the English and two in the Italian language, all texts being equally authentic. In case of divergence on interpretation or application the English text shall prevail.

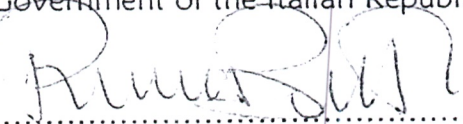
For and on behalf of the Government
of the Republic of Kenya


.....

Cabinet Secretary

Ministry of Defence

For and on behalf of the
Government of the Italian Republic


.....

President

Italian Space Agency



IMPLEMENTING ARRANGEMENT

To the Agreement between the Government of the Republic of Kenya and the
Government of the Italian Republic for the San Marco Program
At the Luigi Broglio Space Centre – Malindi, Kenya,

ON

ESTABLISHMENT OF A REGIONAL CENTRE FOR EARTH OBSERVATION



THIS IMPLEMENTING ARRANGEMENT is made between the Government of the Republic of Kenya on the one part and the Italian Space Agency (ASI) on behalf of the Government of the Italian Republic, on the other part, herein after referred to as singularly as “Party” and collectively as “Parties” (which expression shall where the context so admits include its successors or assigns).

Preamble

WHEREAS the Government of the Republic of Kenya and the Government of the Italian Republic have signed the Agreement for the San Marco Program at the LUIGI BROGLIO SPACE CENTRE – MALINDI (BSC), hereinafter also referred to as the “Agreement”;

TAKING NOTE THAT Article III (7) of the Agreement provides for the conclusion of Implementing Arrangements for the purposes of the implementation of the Agreement;

CONSIDERING THAT the cooperation on the establishment of a Regional Centre on Earth Observation is recognized in Article III paragraphs (2) and (3) of the Agreement;

CONSIDERING the importance of Earth Observations applications in various economic sectors;

THE PARTIES AGREE AS FOLLOWS

Article 1 Purposes and Objectives

The purpose of this Implementing Arrangement is to provide a framework for cooperation between the Government of the Republic of Kenya and the Italian Space Agency, relating to the assistance for:

- 1.1 Establishment of a Regional Center for Earth Observation in Kenya;
- 1.2 provision of requisite infrastructure for acquisition, processing, access, dissemination and archiving of Earth Observation data, products and services;
- 1.3 promotion of access to and use of Earth Observation data, products and services by end users in Kenya , Eastern and the Central East Africa region;
- 1.4 promote research and applications development in the Earth Observation field.

Article 2 Areas of Cooperation

2.1 The Parties shall cooperate in the following areas:

- a) to establish and develop a Regional Center for Earth Observation;



- b) to provide the requisite equipment and infrastructure for acquisition, processing, access, dissemination and archiving of Earth Observation data, products and services;
- c) formulation of specific policies for Earth Observation data, products and services access and use;
- d) human and infrastructure resources development;
- e) knowledge and technology transfer in data acquisition, processing, dissemination and archiving;
- f) research and development;
- g) any other area that may be mutually agreed on by the Parties.

Article 3 Forms of Cooperation

3.1 The Parties shall cooperate through the following:

- a) undertaking of a feasibility and user need assessment analysis;
- b) establishment of key infrastructure for acquisition, processing, access, dissemination and archiving of Earth Observation data, products and services in Kenya;
- c) providing, maintaining and operating the facilities of the Regional Centre for Earth Observation in Malindi - BSC for the acquisition, first level processing, transfer and archiving of Earth Observation data, products and services;
- d) development of the Regional Centre for Earth Observation for acquisition, high level processing, access, dissemination and archiving of Earth Observation data, products and services, and for its maintenance and operation in Nairobi or any other suitable location;
- e) formulation of specific policies for Earth Observation data, products and services access and use;
- f) assisting the Kenyan Government in user support activities;
- g) planning and provision of training programs for Kenyan personnel;
- h) joint research and development programs;
- i) joint applications for European/International Earth Observation program funding;
- j) promotion of joint activities and initiatives at national and international level;
- k) exchange of expert visits;
- l) any other form of cooperation that may be mutually agreed upon by the Parties.

Article 4 Implementation of the Arrangement

4.1 The Parties shall jointly identify key priority areas and come up with a Plan of Action and implementation plan within six (6) months from the date of the entry into force of this Arrangement.



4.2 There shall be a Joint Management Committee to oversee the establishment and operations of the Regional Center for Earth Observation. The Committee shall comprise of such persons designated by the national implementing agencies in the number of two members per Party which shall report to the Joint Steering Committee provided for in Article V (c) of the Agreement.

4.3 The Parties shall conduct an evaluation of the implementation of this Arrangement after its entry into force, every two years for continued improvement.

Article 5 Implementing Agencies

5.1 For the purposes of implementing this Arrangement on the Italian side, the implementing agency shall be:

- Italian Space Agency

5.2 For the purposes of implementing this Arrangement, on the part of the Government of the Republic of Kenya, the implementing agency shall be:

- Ministry of Defence or such other agency as shall be nominated

Article 6 Intellectual Property Rights

6.1 Any intellectual property right related to, or interest in, any innovation or work made in the performance of this Arrangement solely by one Party or any of its Related Entities (e.g. contractors or subcontractors) shall be owned by such Party or its Related Entity. Allocation of Intellectual Property rights between such Party and its Related Entities shall be determined by such Party's laws, regulations and applicable contractual obligations.

6.2 If any research jointly conducted by the Parties, produces an invention, an innovation or work, which incorporates intellectual property rights, the Parties shall, in good faith, consult and agree as to the allocation of Intellectual Property rights to, or interest in, such joint innovation or work and the responsibilities, costs, and actions to be taken to establish and maintain those intellectual property rights.

Article 7 Amendment

The present Implementing Arrangement may be amended by mutual written consent of the Parties. The amendments shall enter into force on the date of the receipt of the last two notifications by which the Parties shall formally communicate to each other that their respective internal procedures have been complied with.



Article 8 Dispute Resolution

For any dispute between the Parties relating to the interpretation and/or implementation of this Implementing Arrangement the rules and provisions established by article XIV of the bilateral Agreement shall apply.

Article 9 Entry into force, duration and termination

9.1 This Implementing Arrangement shall be executed by both Parties and produce its effects on the date of the entry into force of the bilateral Agreement.

9.2 This Implementing Arrangement shall remain in force for the duration of the bilateral Agreement.

9.3 Either of the Parties may terminate this Implementing Arrangement at any time by giving a twelve (12) months prior written notice through the established diplomatic channels and the Implementing Arrangement shall lapse automatically at the expiry of the notice. The termination of this Implementing Arrangement shall not absolve the Parties of their obligations commenced before the termination of the Arrangement, except as otherwise agreed in writing by the Parties.

Article 10 Interpretation

10.1. For all matters not expressly treated or provided for by this Implementing Arrangement, the rules and provisions established in the bilateral Agreement shall apply.

10.2 In case of conflicts between the provisions of this Implementing Arrangement and the provisions of the bilateral Agreement, the latter shall prevail.

Article 11 Signatures

IN WITNESS WHEREOF THE undersigned, duly authorized thereto by their respective governments and constitutive instrument respectively, have signed the present Implementing Arrangement.

Done at ^{Trento}....., on this ²⁴..... day of ^{Oct}..... 2016, in four originals, two in the English and two in the Italian language, all texts being equally authentic. In case of divergence on interpretation or application the English text shall prevail.



For and on behalf of the Government
of the Republic of Kenya

Cabinet Secretary

Ministry of Defence

For and on behalf of the Government
of the Italian Republic

President

Italian Space Agency