



Cooperation Agreement
between
Canadian Aeronautics and Space Institute
and
Space Generation Advisory Council
in Support of the United Nations Programme on
Space Applications

1. Preamble

Consistent with their desire to facilitate cooperation and in order to provide a framework for collaboration in the areas set out below, Canadian Aeronautics and Space Institute (CASI) and Space Generation Advisory Council in Support of the United Nations Programme on Space Applications (SGAC) have signed this Cooperation Agreement (hereinafter referred to as the 'Agreement').

2. Undertakings

CASI agrees to:

- Include on its web site the logo and description of SGAC, and a link to the SGAC web site, with a brief summary of this Agreement
- Make available SGAC materials to CASI members/affiliates/participants at conferences, workshops and other CASI-sponsored events upon request by SGAC
- Suggest speaking opportunities for SGAC at CASI events on topics of mutual interest
- Share information with SGAC such as preferred suppliers, facilities, etc.

SGAC agrees to:

- Include on its web site the logo and description of CASI, and a link to the CASI web site, with a brief summary of this Agreement



- Make available CASI materials to SGAC members/affiliates/participants at conferences, workshops and other SGAC-sponsored events upon request by CASI
- Suggest speaking opportunities for CASI at SGAC events on topics of mutual interest
- Share information with CASI such as preferred suppliers, facilities, etc

3. Areas for potential collaboration

CASI and SGAC will identify and give effect to opportunities that are expected to be mutually beneficial, including:

- Organising joint activities to further the objectives of the parties, in particular those fostering the interests of the Canadian space sector
- Offering special benefits for members of both organisations such as discounts and other considerations for conferences, meetings, etc
- Sharing information about networking opportunities that are intended to attract Canadian students and young professionals to the space sector
- Working together to generate enthusiasm for Canadian space programs on the part of the general public, and through space-related activities to underscore the benefits of investment in space to responsible levels of government in Canada

4. Annual consultation

The parties will consult with each other at least once annually to review activities during the past 12 months, to identify collaborative activities that may be undertaken in the coming year, and to de-conflict the dates upon which events are planned.

5. Term

This Agreement comes into force on the date of signature and will continue in force as long as both parties wish.



6. Amendments

This Agreement constitutes the entire Cooperation Agreement between the parties with respect to its subject matter. Amendments to this Agreement may be made upon written endorsement by both parties.

7. Termination

This Agreement may be terminated by either party upon three months' written notice. Should termination pose a risk to the successful completion of any activity(ies) then in progress, the Agreement shall remain in effect until the conclusion of the activity(ies). This Agreement shall terminate in the event that either party becomes insolvent or bankrupt, or suspends or ceases operations whether voluntarily or involuntarily.

8. Liability

Neither party shall be liable to the other for any costs, damages, loss, business interruption, claims or proceedings of whatever nature arising out of, or relating to this MoU and neither party shall be liable to the other for any loss of profit, loss of business or consequential loss of that party, howsoever caused.

9. Governing Law & Dispute Resolution

This Agreement shall be construed, and the legal relations between the Parties shall be determined under the laws of the State of New York with jurisdiction in the State and Federal Courts of New York, United States of America.

If a dispute arising out of this Agreement occurs between the Parties, they will try to resolve that dispute in good faith. This process may also include mediation. If the dispute is not resolved within twenty (20) business days from the date the dispute was advised in writing, then the dispute shall be referred to the competent court.



10. Non-Exclusivity

This relationship between the Parties is not exclusive. It is anticipated and expected that the Parties will enter into other relationships with a variety of other organisations interested in collaborating on space education, research and outreach.

11. Nature of the Agreement

The Parties agree that it is not the intention of this Cooperation Agreement to be legally binding on either or both parties.

12. Signatures

Signed this 22nd day of January 2018 on behalf of Canadian Aeronautics and Space Institute and Space Generation Advisory Council in Support of the United Nations Programme on Space Applications by their authorized signing officers.

**Canadian Aeronautics
and Space Institute**

Geoffrey Languedoc
Executive Director

**Space Generation
Advisory Council**

S. Ali Nasser
Chair (2016-18)