

No. 53579*

**Canada
and
European Space Agency**

Cooperation Agreement between the Government of Canada and the European Space Agency. Paris, 21 June 2000

Entry into force: *21 June 2000 by signature and with retroactive effect from 1 January 2000, in accordance with article XIV*

Authentic texts: *English, French and German*

Registration with the Secretariat of the United Nations: *Canada, 25 April 2016*

Note: *See also annex A, No. 53579.*

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**Canada
et
Agence spatiale européenne**

**Accord de coopération entre le Gouvernement du Canada et l'Agence spatiale européenne.
Paris, 21 juin 2000**

Entrée en vigueur : *21 juin 2000 par signature et avec effet rétroactif à compter du 1^{er} janvier 2000, conformément à l'article XIV*

Textes authentiques : *anglais, français et allemand*

Enregistrement auprès du Secrétariat des Nations Unies : *Canada, 25 avril 2016*

Note : *Voir aussi annexe A, No. 53579.*

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[ENGLISH TEXT – TEXTE ANGLAIS]

**COOPERATION AGREEMENT
BETWEEN THE GOVERNMENT OF CANADA
AND THE EUROPEAN SPACE AGENCY**

The Government of Canada (hereinafter referred to as “Canada”)

and

the European Space Agency established by the Convention opened for signature in Paris on 30 May 1975 (hereinafter referred to as “the Agency”),

NOTING that Canada enjoyed observer status in the European Space Conference and in the European Space Research Organization,

RECALLING the Agreement signed in Montreal on 9 December 1978, and entered into force on 1 January 1979, establishing the framework for cooperation, for exclusively peaceful purposes, in the fields of space research and technology and their space applications, as an important step towards closer relations between Canada and the Agency,

RECALLING the Agreement signed in ESTEC (Noordwijk) on 9 January 1984 for continuing this cooperation between Canada and the Agency, which entered into force on 1 January 1984, interpreted by an exchange of letters of 9 January 1984 and amended by a further exchange of letters concluded on 15 April 1987,

RECALLING the Agreement signed and brought into force in Montreal on 31 May 1989, with effect from 1 January 1989, continuing this cooperation between Canada and the Agency, as amended on 16 December 1998 by an exchange of Notes verbales extending its validity until 31 December 1999,

CONSIDERING that in pursuance of these Agreements Canada has participated in various activities under the Agency’s General Budget and has concluded with the Agency arrangements concerning its participation in optional telecommunications and earth observation programmes as well as in the Hermès programme and the General Support Technology Programme (GSTP),

CONFIRMING the mutual benefits brought by Canada’s participation in the Agency’s activities and programmes,

NOTING that Canada and ESA have worked closely together in establishing a long-term international cooperative framework for the International Space Station programme,

CONSIDERING the efforts of the Agency Member States to fully develop an overall European space strategy,

DESIRING to pursue and to strengthen further the close cooperation between Canada and the Agency,

HAVING REGARD to Article XIV.1 of the Agency's Convention,

HAVE AGREED AS FOLLOWS:

ARTICLE I

The purpose of this Agreement is to provide for the long-term continuing framework for close cooperation between Canada and the Agency for the new period specified in Article XIV.

ARTICLE II

Canada shall benefit from all activities executed under the Agency's General Budget, except that Canada shall not participate in the basic technological research programme.

ARTICLE III

Canada may also participate in other parts of the Agency's mandatory and optional activities and programmes or operational activities in accordance with detailed arrangements to be concluded in each case between Canada and the Agency subject to unanimous approval of the Member States participating in the activities and programmes in question.

ARTICLE IV

1. Canada shall contribute annually to the Agency's General Budget expenditure (excluding the output "Technological research") in its initially approved version. This contribution shall represent 50% of its contribution scale calculated on the basis used for the Member States of the Agency and adopted in accordance with Article XIII.1 of the Agency's Convention.

2. Canada shall contribute to the expenditure of the activities and programmes in which it participates, in accordance with the provisions of the relevant detailed arrangements concluded pursuant to Article III.
3. Canada's contributions as provided for in this Article shall be updated and paid in conformity with the rules and procedures in force in the Agency for all Member States.

ARTICLE V

Canada shall participate in the meetings of the Agency's delegate bodies in accordance with the following provisions:

- (a) Canada shall have the right to be represented at open meetings of the Council of the Agency by not more than two delegates, who may be accompanied by advisors. These delegates shall have the right to vote on questions relating to the activities and programmes in which Canada participates pursuant to Articles II and III above. Canada shall not have the right to vote in Council on the General Budget or on matters related to it, but shall have the right to state its opinion and to be heard on other questions.
- (b) Canada shall have the right to be represented, by not more than two delegates who may be accompanied by advisors, at meetings of the subordinate and advisory bodies of the Agency, competent in any capacity to deal with the activities and programmes in which Canada participates. Canada shall also have the right to be similarly represented on the Programme Boards of the Agency concerned with those optional programmes in which Canada participates in accordance with the detailed arrangements referred to in Article III. Canada shall have the right to be heard at the above meetings and to vote on issues relating to those activities and programmes in which Canada participates.
- (c) Canada may request to be represented in an observer capacity at meetings of any subordinate body or Programme Board which is solely concerned with programmes in which Canada does not participate. Such request shall be accepted subject to the unanimous approval of the Agency Member States concerned.

- (d) Canada may attend Potential Participants' meetings in an observer capacity, in particular meetings dealing with the preparation of programmes related to programmes in which Canada participates, unless the Agency Member States concerned decide otherwise.
- (e) Canada shall not have the right to be represented at the meetings of the Council, of any subordinate bodies or Programme Boards which are held on a restricted basis in accordance with the relevant rules of procedure. However, Canada may be authorised by the body concerned, either at Canada's request or at the request of one or more delegations, to attend discussions on certain items on the agendas of such meetings, when they involve matters of interest to Canada and the Agency, in order to express its opinion.
- (f) Canada shall not have the right to vote on decisions affecting the rights and obligations of Member States, as outlined in particular in Article XI.5 of the Agency's Convention.

ARTICLE VI

With respect to the geographical distribution of work relating to the activities and programmes in which Canada participates, the Agency shall:

- (a) ensure a fair industrial return to Canada for activities under the General Budget, excluding the technological research programme (TRP), and
- (b) for optional activities and programmes, and consistent with the arrangements referred to in Article III above, implement for Canada the applicable rules developed for the various activities and programmes, to the same extent as for the other Participating States.

ARTICLE VII

Canada shall have access, to the same extent as provided to Member States, to information, including contract reports, relating to the activities and programmes in which Canada participates.

ARTICLE VIII

Canada shall endeavour, to the extent that it is consistent with its policy, to make use for its own purposes of the space facilities, services and products of the Agency and of its Member States, developed within the framework of the Agency, including launching means. On their side, the Agency and its Member States shall endeavour, to the extent that it is consistent with their policies, to make use for their own purposes of Canadian space facilities, services and products.

ARTICLE IX

1. Canada and the Agency agree to keep each other regularly informed about, and consult together on, their space plans, programmes and projects, and to study problems of common interest. To this end Canada and the Agency shall exchange appropriate scientific and technical documents and general information, including for the purpose of promoting the development of space law, account being taken of their respective regulations, it being understood that documents containing information that is protected, or whose protection is being sought, cannot be communicated.
2. Canada and the Agency shall also consult together when they are represented at international conferences and meetings related to space activities, for the purpose of exchanging views on matters of mutual concern and they shall seek to harmonise, as appropriate, their positions on matters which are likely to have a bearing on implementation of their common space programmes and activities.

ARTICLE X

In addition to cooperation in the long-term continuing framework outlined above, Canada and the Agency may also develop arrangements for cooperating in individual bilateral projects in space activities pursued by both Parties and for the exchange of personnel. Approval of such arrangements, which shall not modify the rights and obligations of the Parties under the present Agreement, shall be subject to the Parties' relevant procedures.

ARTICLE XI

1. The Agency shall have the legal capacity of a body corporate in Canada.
2. In accordance with section 7 (a) and (b) and Section 8 of Article II of the Convention on Privileges and Immunities of the United Nations:
 - (a) The Agency shall be reimbursed in accordance with the procedure for customs duties and taxes pursuant to the laws and regulations in force in Canada on any purchase made by the Agency, or by a person acting on its behalf, from a supplier resident in Canada, of goods and services necessary for the performance of the Agency's official activities.
 - (b) The competent public authorities of Canada shall assist the Agency with a view to facilitating the reimbursement of the above-mentioned customs duties and taxes.
 - (c) The Agency, its property and income shall be exempt from all direct taxes in Canada.
 - (d) Canada and the Agency shall discuss appropriate procedures to be used for the export or import of goods related to the cooperation.
3. The property of the Agency in Canada shall enjoy immunity from every form of legal process except insofar as in any particular case the Agency has expressly waived its immunity.
4. The Agency may receive and hold in Canada any kind of funds, currency, cash or securities; it may dispose of them freely in Canada for any purpose provided for in the Convention and hold accounts in any currency for the purpose of receiving contributions owed to the Agency by Canada and of conducting the Agency's activities in Canada in general.
5. Should the Agency wish to set up an Office or any facility in Canada for its activities and programmes, Canada and the Agency shall conclude a separate Protocol determining the privileges and immunities of such an office or facility and of their employees.

6. Officials of the Agency shall have, in Canada, to such an extent as may be required for the performance of their functions, the privileges set forth in section 18 of Article V of the Convention on privileges and immunities of the United Nations, except that paragraph (b) of section 18 of Article V of the said Convention shall not apply to Canadian citizens residing or ordinarily resident in Canada.

ARTICLE XII

This Agreement may be amended by mutual consent. The Party wishing to amend a provision of this Agreement shall notify the other Party in writing. Any amendment shall enter into force when each Party has notified the other in writing of its acceptance of the said amendment in accordance with its own procedures.

ARTICLE XIII

Where a dispute arises in relation to the application or interpretation of this Agreement which cannot be settled amicably between the Parties, it shall, at the request of either Party, be submitted to arbitration. The provisions of Article XVII of the Agency's Convention shall apply unless the Parties agree otherwise.

ARTICLE XIV

1. This Agreement shall enter into force on signature with effect from 1 January 2000. This Agreement shall remain in force for a period of ten years upon its entry into force.
2. It may be terminated upon one year's written notice by either Party before the end of this period. Detailed arrangements concluded pursuant to Article III and in force at the time of termination of this Agreement shall remain in force until their completion. Taking into account any outstanding obligation incurred under Article III, Canada shall contribute to the part of the common investments and the part of the fixed support costs remaining to be borne by the General Budget at a rate to be mutually agreed.

3. During the fifth year following the entry into force of this Agreement, Canada and the Agency shall proceed to a formal review of their cooperation under this Agreement.
4. This Agreement may be renewed for further periods by mutual agreement. The present Agreement shall remain in force during the time necessary to complete the procedures for such renewal.
5. If the Agency is dissolved before the termination of this Agreement, the Agreement shall terminate on the date of the dissolution of the Agency, Canada's remaining rights and obligations shall be governed by the relevant provisions of Article XXV of the Agency's Convention.