



MEMORANDUM OF UNDERSTANDING

between

INTERNATIONAL DARK-SKY ASSOCIATION

and

AUSTRALASIAN DARK SKY ALLIANCE

THIS AGREEMENT is entered into by and between International Dark Sky Association (“IDA”), an Arizona State non-profit corporation, and Australian Dark Sky Alliance. (“ADSA”), an Australian non-profit, collectively referred to as the “Parties.”

WHEREAS, IDA is dedicated to a vision in which the night sky, filled with stars, is celebrated and protected around the world as a shared heritage benefitting all living things.

WHEREAS, the purpose of IDA is to protect the night from light pollution through an international network of members, advocates, chapters, and affiliates.

WHEREAS, IDA develops strategies, monitors results, and supports aligned actions among IDA’s chapters, volunteers, and other stakeholders.

WHEREAS, IDA provides leadership, tools, and resources for individuals, policymakers, and industry to reduce light pollution and promote responsible outdoor lighting.

WHEREAS, the mission of ADSA is to educate the public and policy makers about night sky conservation.

WHEREAS, ADSA provides an understanding and awareness of local and regional issues about night sky protection and conservation pertaining to Australia, New Zealand and South Pacific Islands.

WHEREAS, ADSA supports a network of territory-based industry and research specialists engaged in night sky protection.

WHEREAS, IDA and ADSA share many of the same interests including the need to preserve the integrity of the night to benefit the earth’s inhabitants; educating and advocating for the protection of the night sky; and empowering stakeholders and the public with the tools and resources to protect the night sky;

WHEREAS, the Parties desire to work together to promote these and other common interests, including building international awareness.

WHEREFORE, IDA and ADSA agree as follows:

I. Objectives

This MOU serves as an umbrella agreement between the Parties' organizations, the purpose of which is to provide a platform for the Parties and for IDA's local chapters to collaborate on mutually agreeable projects of interest to both Parties within Australia, New Zealand, and the South Pacific Islands (the "territory").

II. IDA's responsibilities

- Provide information to ADSA on aspiring International Dark Sky Places in the territory, subject to the agreement of the applicants.
- Provide information to ADSA on current and aspiring International Dark-Sky Association Chapters in the territory, subject to the agreement of the Chapters.
- Consult with ADSA on the IDA Fixture Seal of Approval program to enhance its applicability to the territory market for responsible outdoor lighting fixtures.
- Consult with ADSA on questions regarding policy, regulatory requirements, industry advisory groups, and Standards and Guidelines, within the territory.
- Promote ADSA dark sky initiatives on the IDA website and through marketing channels

III. ADSA responsibilities

- Promote the IDA International Dark Sky Places Program, through supporting, encouraging, and nominating national applicants.
- Provide support and advice to IDA on making their programs, such as OSL, FSA and MLO, relevant to the Territory.
- Collaborate with local IDA Chapters in support of our shared objectives.
- Collaborate with IDA to create, promote, and advance the IDA Fixture Seal of Approval program, to be relevant to the Territory.

IV. Joint responsibilities

- Share information, resources and contacts associated with night sky preservation that may be deemed mutually beneficial, subject to the agreement of the applicants.
- Hold quarterly status meetings.
- Neither Party shall represent or speak on behalf of the other Party, unless prior written approval is secured.
- Nothing in this agreement shall prevent IDA from recognizing another Chapter, formed by IDA members, in the territory.
- Nothing in this agreement shall prevent the Parties from recognizing, collaborating or affiliating other Night Sky conservation organizations around the world.
- Nothing in this agreement shall stop members of the Parties joining both organizations.

V. Term of Agreement.

This Agreement will begin on May 16, 2020 and will remain in effect for an initial period of three years and may be renewed by mutual agreement between the Parties.

VI. Termination.

Either Party may withdraw from further participation under this Agreement by first providing thirty (30) days prior written notice to the other Party. The Parties may also agree to terminate this Agreement at any time upon mutual written consent.

VII. Amendment

The Memorandum of Understanding may be modified or amended by written agreement between the Parties.

VIII. Dispute Resolution

In the event of a dispute between the Parties, the Parties will use their best efforts to settle the dispute promptly through direct negotiation. Any dispute that is not settled within 60 days from the date either Party has notified the other shall be resolved through consultation between the President of IDA and Principal Officer of ADSA or their duly authorized representatives. Each Party will give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this MOU

IX. Information Sharing/Use of Intellectual Property.

The names and logos of IDA and ADSA are valuable trademarks. Nothing in this Agreement gives either Party the right to use, display or license the other Party's trademarks or design marks without prior written approval by the owner. The Parties affirm that except as specifically provided in this Agreement, or absent a writing to the contrary signed by each Party, projects undertaken in connection with the MOU shall not result in i) the transfer of ownership or control of any intellectual property between the Parties; or ii) a requirement that either Party share information that the Party considers to be proprietary, confidential or beyond the scope of this MOU.

Furthermore, both IDA and ADSA agree that they will not solicit members of the other Party for any reason, by written or electronic communication, without the prior written consent of the other Party. It is understood that the membership lists of each Party are proprietary and may not be used for any reason by the other Party without prior written consent.

X. Cooperative Agreements.

The Parties acknowledge that in the event that their local affiliates agree to work on a collaborative project, those entities will enter into a separate Cooperative Agreement that will describe the nature of the collaboration and each party's mutual obligations.

VIII. Transfer of Funds and Liabilities.

This Agreement does not obligate either Party to provide financing or fund-raising support of any sort. This agreement does not obligate either Party for the debts or liabilities of the other.

IX. No Joint Venture.

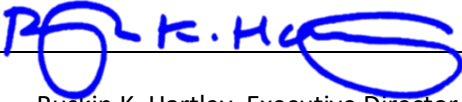
The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is it the purpose of the Parties to enter into a commercial undertaking for monetary gain. Neither Party will refer to or treat the arrangements under this MOU as a legal partnership or take any action inconsistent with such intention.

X. Entirety.

This MOU embodies the entire and complete understanding and agreement between the Parties and no amendment will be effective unless signed by both Parties.

IN WITNESS WHEREOF, IDA and ADSA have caused this MOU to be executed by its proper officers thereunto duly authorized, and have set forth its address and designated representative below.

International Dark-Sky Association

By:  _____
Ruskin K. Hartley, Executive Director

Dated: May 16, 2020

Address: 3223 North First Avenue, Tucson, AZ 85719

Telephone: (520) 293-3198

Email: ruskin@darksky.org

Australasia Dark Sky Alliance

By:  _____
Marnie Ogg, Founder and CEO

Dated: 17 May 2020

Address: 97 Booralie Road, Terrey Hills, NSW 2084 Australia

Telephone: +61 417 689 003

Email: info@australasiandarkskyalliance.org