

**SAVE INTERNATIONAL
and the
CANADIAN SOCIETY OF VALUE ANALYSIS/
SOCIÉTÉ CANADIENNE D'ANALYSE DE LA VALEUR

COOPERATIVE AGREEMENT**

This Agreement, which will take effect on the six day of June in the year 2006, by and between SAVE International (hereinafter SAVE), a not-for-profit educational organization incorporated under the laws of the state of Georgia, United States of America, and the Canadian Society of Value Analysis/Société Canadienne d'Analyse de la Valeur (hereinafter CSVA), a not-for-profit professional organization incorporated under the laws of the country of Canada.

WHEREAS the parties recognize many areas of common interest and activities and wish to take advantage of the expertise of each; and

WHEREAS the parties wish to provide an expanded range of services and products to their respective members, chapters, and affiliate organizations; and

WHEREAS the parties intend to establish a long-term relationship of mutual cooperation and benefit; and

WHEREAS the members of either organization may benefit from increased knowledge of the activities and services available from the other organization;

NOW THEREFORE the parties hereby agree to a cooperative agreement as follows:

1. SAVE and CSVA will jointly agree on a schedule and methodology for implementation of this agreement. Each association shall be responsible for distributing a joint communiqué apprising their members, chapters, and affiliate organizations of the benefits of this agreement.
2. Members of one society shall be able to attend the other society conferences and functions at the member rate.
3. The presidents of the two societies (or their designees) will be extended the courtesy of complimentary registration at each other's annual meeting, convention or conference. A complimentary booth or table-top display will be provided at the conference to display each other's materials if desired.
4. The members of the governing boards of the two organizations will be given complimentary exchange subscriptions to each other's magazine, newsletters, or other society communications. For this purpose, the president (or designee) of each society will supply the names and addresses of up to 15 of the society's governing board eligible for the copies.
5. Existing materials (e.g. video tapes, CDs, DVDs, and/or other printed materials) now loaned to the societies' respective chapters and affiliate organizations shall be made available to both societies' chapters and affiliates on the same terms and conditions.

6. The parties will explore and, if the parties agree that it is appropriate, develop co-sponsorship of educational opportunities for value engineering and value management applications where it may be required in terms to be agreed upon by both parties.
7. Each party will encourage speaker participation in each others' annual conferences.
8. The parties will explore and, if both parties agree that it is appropriate, develop cooperation and co-sponsorship of research projects, identifying subjects of common interest on terms to be agreed upon by the parties. Appropriate processes for successfully managing these ventures must be put in place and agreed to by both parties.
9. SAVE and CSVA will publicize meetings, seminars, symposia, and annual conferences by the other organization, and will publicize calls for papers issued by the other organization. Every effort will be made to minimize competition in terms of content and timing of events.
10. An exchange of membership data (names, addresses, phone, fax, email, etc.) will be facilitated by each organization to the other, upon request for one-time use on a case by case basis, to the extent permitted by the laws applicable to each organization, including freedom of information legislation. Both societies will share chapter information (location, chapter contact information, etc.) with each other and will encourage joint chapter meetings where feasible.
11. Both societies will provide a link to the other's web site on the links pages and other pages, if agreed upon by both parties.
12. This agreement shall be for a term of three years, unless extended by mutual agreement. It may be terminated by either party unilaterally with 90 days' written notice.
13. The presidents and executive directors shall remain in regular communication with each other to explore additional mutual areas of cooperation. SAVE International will appoint a Director-CSVA who will report to the SAVE International President and be directly responsible to manage this agreement for SAVE International. CSVA will appoint a Director-SAVE who will report to the Canadian Society of Value Analysis President and be directly responsible to liaise with SAVE International.
14. Each party shall indemnify the other party and its agents, servants, and employees, and hold them harmless from any and all claims, suits, proceedings, costs, losses, expenses, damages, and liabilities, including, but not limited to, attorneys' fees and court costs, caused by, or arising out of, or in connection with, it's party's performance or non-performance of services contemplated under this Agreement, or any materials furnished by either party to the other party, as contemplated under this Agreement.

SAVE INTERNATIONAL

CANADIAN SOCIETY OF VALUE ANALYSIS

R. Terry Hays, CVS-Life, President

Stephen Holmes, P.Eng., CVS, President

Date

Date