(d) Provide tracking, data acquisition, command and control after the spacecraft is placed into the agreed geostationary orbit position;

(e) Provide ground facilities in Canada for experimental programs.

6. To carry out this project, NASA will use its best efforts to fulfil the following responsibilities:

(a) Provide a Thor-Delta-class launch vehicle, conduct the launching into the agreed geostationary orbit, and provide the services required to achieve this launching operation;

(b) Provide heat shield (shroud) and spacecraft tie-down and separation mechanisms, as mutually agreed;

(c) Provide, for inclusion in the spacecraft, superefficiency power tubes (see paragraph 4(a) above) and associated power conditioning and thermal interface equipment, as well as any necessary spares;

(d) Provide ground facilities in the United States of America for the experimental program;

(e) Establish specifications and provide facilities for final spacecraft environmental and flight acceptance tests;

(f) Act as Co-Investigator to the DOC in carrying out the objectives stated in subparagraphs 4(b), (c) and (d).

7. In the event a first launching is unsuccessful, NASA and the DOC will give consideration to a single launching of a back-up spacecraft. This is dependent on budgetary and scheduling considerations as well as on mutual agreement that a back-up launching is warranted in the particular circumstances that exist at the time.

8. NASA will provide, as mutually agreed, technical assistance, advice and data to DOC in meeting the responsibilities of paragraph 5 above. The DOC agrees that such technical assistance and data as is released by NASA in support of paragraph 5 above, including the systems developed with this data:

(a) will be identified and recorded by the Project Managers;

(b) will not be transferred to a third country without the prior written approval of the U.S. Government;

(c) will be used for purposes consistent with the obligations of the U.S. and Canada as contained in relevant international agreements, such as the Outer Space Treaty and the INTELSAT Agreement.

9. U.S. industry requests for manufacturing license or technical assistance agreements connected with this project will be subject to the normal requirements of the U.S. Department of State International Traffic in Arms Regulations.

10. DOC and NASA shall consult as early as possible with their respective national authorities to determine whether use of the desired frequency ranges for the satellite is acceptable.