

Memorandum of Understanding between

Her Majesty the Queen in right of Canada,  
represented by the Minister of Energy Mines and Resources  
and Acting through the Geological Survey of Canada

and the

International Atomic Energy Agency

1. The International Atomic Energy Agency (hereinafter referred to as the "Agency") undertakes to make available to developing countries among its Member States, within the framework of its Regular Programme of Technical Cooperation or as executing Agency for the United Nations Development Programme, the services of technical co-operation experts in the various fields of the peaceful applications of atomic energy, including geological, geophysical and geochemical aspects of the assessment and exploration of uranium resources, and geoscientific aspects of the environmental impact of atomic energy development.
2. Her Majesty the Queen in right of Canada, represented by the Minister of Energy Mines and Resources and Acting through the Geological Survey of Canada (hereinafter referred to as the GSC-EMR) has declared its willingness to make available to the Agency upon request qualified experts for the services mentioned under paragraph one above.

Now, therefore, the Agency and the GSC-EMR agree as follows:

3. The exact nature of the services involved (description of duties, duration of the assignment, dates, duty station, etc.) and the financial terms will be subject in each case to an exchange of communications between the Agency and the GSC-EMR. The financial conditions are set forth in paragraphs 6, 7 and 8 below.
4. In line with existing procedures for the provision of experts in countries requesting technical assistance, any candidate nominated by the GSC-EMR will have to be officially accepted (cleared) by the recipient Government.

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5. The terms of this Memorandum of Understanding will apply in each specific case only after:
- a) an agreement has been reached between the Agency and GSC-EMR on the basis of the exchange of communications mentioned in paragraph 3 above; and
  - b) the official acceptance (clearance) of the candidate by the recipient Government, as mentioned in paragraph 4 above, has been received by the Agency.

**Now, therefore, the Agency and the GSC-EMR, agree as follows:**

6. The GSC-EMR will make arrangements for the payment of the experts' salary, compensation, benefits and subsistence allowances, and related costs during their missions and they will not be entitled to any direct benefit, payment, subsidy or compensation from the Agency other than expressly provided for in this Memorandum of Understanding.
7. The Agency will provide experts with round-trip air tickets from their place of residence to the duty station(s) by the most direct and economical route in excursion, or if not available, economy class. If the flight is or more than seven hours duration, business class may be authorized.

Alternatively, the experts may elect to receive a lump sum to cover all their travel expenses, which will be specified in each case, on the understanding that the experts would then be fully responsible for making their own travel arrangements, including any stopovers, and for cancellation costs, if any.

8. For the services mentioned in paragraphs 1, 2 and 3 above and the expenses mentioned in paragraph 6 above, the Agency will, upon completion of each expert's assignment, submission of his report (see paragraph 10 below) and submission of the relevant invoice by the GSC-EMR, reimburse the GSC-EMR a lump sum in any one single currency of GSC-EMR's choice, which

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will have been agreed upon by an exchange of communications between the Agency and the GSC-EMR prior to each expert's assignment (see paragraph 3 above). Any change in the duration of an assignment requires prior clearance from the Agency. Upon written request by the GSC-EMR, the Agency may, upon request, give consideration to pay part of or all of the lump sum in advance.

9. **Compensation Clause.** While on mission under the authority and at the request of the Agency, the experts will be covered, subject to the terms of the Agency's insurance policy, for inter alia permanent total disability or death up to an amount of US\$ 100,000.- and medical expenses up to an amount of US\$ 10,000.- in the event of accidents related to their mission.
10. The experts will not in any respect be considered as being staff members of the Agency. Nevertheless the experts will perform their services and regulate their conduct in accordance with such direction and instructions, which are consistent with their relationship with the Agency, as may be given them by, or on behalf of the Director General of the Agency.
11. The experts will submit a written report to the Agency within three weeks of the completion of their assignment. Whenever necessary, the experts may be requested by the Agency to pay short visits to the Agency in Vienna for briefing on their way to the duty station and/or debriefing on their way back home in which case their air tickets would be routed through Vienna accordingly.
12. Consistent with the provisions of the Agency's Statute, its Staff Rules and Regulations, the experts will refrain from disclosing any industrial secret or other confidential information made known to them by reasons of their performing the above services, except upon authorization by the Agency.
13. Any disputes between the participants concerning the interpretation or application of this Memorandum of Understanding will be settled by mutual agreement of the participants.

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- 14. The GSC-EMR will inform each of their experts seconded to the Agency under this Memorandum of Understanding that the terms of this Memorandum constitute an integral part of their relationship with the Agency.
- 15. This Memorandum of Understanding will enter into effect upon the signature by the parties and will remain into effect for a period of five (5) years. It may be extended or amended by written agreement, terminated at any time upon ninety (90) days written notice by either of the parties and will not create legally binding obligations between the parties.

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A. El-Saiedi  
 Director  
 Division of Technical  
 Cooperation Implementation

for the  
 International Atomic Energy Agency

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E.A. (Ken) Babcock  
 Assistant Deputy Minister  
 Geological Survey of Canada

For \_\_\_\_\_  
 Her Majesty the Queen in right of Canada,  
 represented by the Minister of Energy,  
 Mines and Resources and acting through  
 the Geological Survey of Canada

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Place: Vienna, Austria  
 Date: 1993.07.19

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Place: Ottawa, Canada  
 Date: 30E 8 1993