

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING, made in duplicate, is effective as of the 20th day of December, 1989.

BETWEEN: GEOLOGICAL SURVEY OF CANADA (hereinafter called "GSC")

OF THE FIRST PART,

AND: INSTITUTE FOR RESEARCH IN CONSTRUCTION (hereinafter called "IRC")

OF THE SECOND PART.

1. Background

- (a) Hydro-Québec has recorded the Saguenay Earthquake on approximately 21 SMA film-recording accelerographs. GSC has the mandate of estimating seismic hazard on a national scale; thus GSC is interested in evaluating these seismic records. IRC will send the analog film records to L.S. Associates in Santa Clare, California, and will arrange for the digitization of the records and payment for this service. Upon receipt of the digital magnetic tapes from L.S. Associates, the GSC will process the approximately 21 records, using the current standard processing technique that was used for the other Saguenay earthquake records of November 25, 1988.
- (b) IRC has negotiated with Hydro-Québec to transfer to IRC their nine (9) SMA-1 seismographs that will become surplus during 1990 and 1991.

2. Purpose

The purpose of this understanding is for GSC to process the seismograph film records and send the results to IRC. In exchange, IRC will transfer the ownership of the nine (9) Hydro-Québec's SMA-1 seismographs to GSC.

3. Contribution of the Participants

(1) GSC will:

- (a) upon receipt of the magnetic tapes from L.S. Associates in Santa Clara, California, process the approximately 21 records using the current standard processing technique that was used for the other Saguenay earthquake records of November 25, 1988.
- (b) within three (3) weeks of receipt of the magnetic tapes, send the results to the IRC, in Ottawa by expedited means:
 - i) on IBM compatible magnetic tape, containing uncorrected records and corrected accelerations, velocities and displacements; and
 - ii) on 8 1/2 X 11 inch paper, a report giving the corrected accelerations, velocities, displacements, response, spectra and fourier spectra. One copy should be unbound, another bound or stapled. The paper report will be treated as a self contained Appendix in IRC's final report to Hydro-Québec. If a bilingual version of the report is available, it would be preferred.

(2) IRC will:

- (a) transfer the ownership of the nine (9) SMA-1 seismographs to GSC once received from Hydro-Québec by IRC.
- (b) GSC will make arrangements for shipping of the 9 SMA-1 seismographs from NRC to GSC at their own costs.

4. Costs

- (a) It is understood that, apart from the participants' contributions under clause 3, no other costs will be incurred by IRC, GSC or Hydro-Québec in connection with this MOU.
- (b) Any payments to be made under this MOU is subject to the appropriation of funds by parliament.

5. Disclosure

Until arrangements have been made by IRC with Hydro-Québec for releasing information in relation to this MOU, the results developed under clause 3(1) are confidential and will be treated as such by the participants. Such results will not be disclosed by any participant without the prior consent of the other participant.

6. Ownership of Data and Records

The Data and Records referred to in section 3 are the property of Hydro-Québec.

7. Officials not to Benefit

No member of the House of Commons will be admitted to any share or part of this MOU or to any benefit that may arise therefrom.

8. Term

This MOU will enter into force on the last date of signature by the parties and terminate on 31 December 1991.

9. No Legal Relation

It is understood that each of the participants will act separately and voluntarily in this MOU, and do not intend hereby to create any form of a contractual or other legal relationship.

IN WITNESS WHEREOF the participants have executed this MOU as of the 20th day of December, 1989.

for GEOLOGICAL SURVEY OF CANADA

Nov. 19, 1989
date

A/D.G. Geophysics & Marine
(Name and title) Geoscience Div.

for INSTITUTE FOR RESEARCH IN
CONSTRUCTION

89/12/20
date

(Name and title)