

MEMORANDUM OF UNDERSTANDING
(hereinafter referred to as "MOU")

Between the

**CHINA SEISMOLOGICAL BUREAU
OF THE PEOPLE'S REPUBLIC OF CHINA**
(hereinafter referred to as the "CSB")

and the

**GEOLOGICAL SURVEY OF CANADA, DEPARTMENT OF
NATURAL RESOURCES, CANADA**
(hereinafter referred to as the "GSC")

CONCERNING

COOPERATION IN THE FIELD OF EARTHQUAKE STUDIES

The CSB and the GSC (hereinafter jointly referred to as the Parties) have a mutual desire to establish a framework for cooperation in the field of earthquake studies and other related fields of earth science and hence have reached the following understanding:

Article 1: Purpose

The purpose of this MOU is to establish a working relationship between the Parties based on equality, overall reciprocity and mutual benefit.

Article 2: Forms of Cooperation

Cooperative activities under this MOU are subject to the availability of the resources and personnel of the Parties. Exchanges and cooperation may be conducted in the following forms:

1. Exchange of scientific and technical information;
2. Exchange of scientists and/or technical specialists;
3. Collaboration on individual research activities;
4. Training of scientists through participation in collaborative projects of mutual benefit;
5. Joint organization of symposia, conferences, workshops and lectures; and
6. Other forms of cooperation as may be mutually agreed between the Parties.

Article 3: Areas of Cooperation

Subjects initially identified as having potential for cooperation include, but are not limited to, the following :

1. Earthquake digital observation and research;
2. Earthquake engineering and engineering seismology;
3. Seismic hazard reduction measures;
4. Earthquake-related search and rescue technology;
5. Basic seismology and geophysics;
6. Physics of the Earth's interior;
7. Volcanological studies;
8. Earthquake outreach and
9. Other areas of cooperation as may be mutually agreed between the Parties.

Article 4: Project Annexes

This MOU is general in nature and is neither comprehensive nor exhaustive. When the Parties intend to undertake a form of cooperation as described in this MOU, the Parties will execute a Project Annex that will set forth the timing and scope of the specific forms of cooperation and any other matters on which mutual consent may be desirable .

Article 5: Intellectual Property Rights

Unless otherwise stated in a Project Annex, Intellectual Property created during cooperative activities carried out under this MOU shall be owned jointly by both Parties.

Article 6: Review of Activities

In order to implement cooperation under this MOU, the Parties will designate appropriate representatives to identify cooperative activities and details of implementation. These representatives will meet as required, with the prior agreement of both Parties, to coordinate and review activities carried out under this MOU.

Article 7: Financial Arrangement

No cost incurred by one Party shall be assumed by the other Party unless otherwise agreed to in writing under a Project Annex pursuant to this MOU. All costs or estimated costs will be detailed in the Project Annexes.

Article 8: Confidentiality of Information

The scientific and technical results of cooperative projects conducted under this MOU will be shared and published or held confidential in accordance with the specific terms identified in the associated Project Annexes.

Article 9: Governing Law and Regulations

All activities related to this MOU conducted in Canada shall be carried out in accordance with the applicable laws and regulations in force in Canada. Activities related to this MOU conducted in the People's Republic of China shall be carried out in accordance with the applicable laws and regulation in force in the People's Republic of China.

Article 10: Other Parties

For cooperation requested by either of the Parties that extends to subjects outside the special expertise of the Parties, upon mutual written agreement, the Parties may endeavour to include the participation of other appropriate organizations in the development of and participation in activities within the scope of this MOU.

Article 11: Dispute Resolution

Any disputes regarding the interpretation or implementation of this MOU will be resolved only by consultation among the Parties and will not be referred to a third party for settlement.

Article 12: Language

This MOU is written in English and Chinese with each version being equally valid.

Article 13: Duration and Termination

This MOU will enter into effect upon the signature of both versions by the responsible authorities representing the Parties and remain in effect for five (5) years. It may be extended or amended with the mutual written consent of both Parties. This MOU may be terminated at any time upon 90 days written notice from one Party to the other Party.

Termination of this MOU does not affect the implementation of any existing Project Annex between the Parties. Termination or amendment of the Project Annexes will be in accordance with the provisions of each specific Project Annex.

Article 14: Legal Obligations

This MOU does not create any legally binding obligations between the Parties.

Signed in Beijing on the 14th day of October, 2002.

Representing the Geological Survey of Canada:

Representing the China Seismological Bureau

Dr. Irwin Itzkovitch
Assistant Deputy Minister
Earth Sciences Sector
Department of Natural Resources Canada

Mr. Liu Yuchen
Deputy Director General
China Seismological Bureau