

**MEMORANDUM  
OF  
UNDERSTANDING**

*between*

**EARTH SCIENCES SECTOR OF THE  
DEPARTMENT OF NATURAL RESOURCES OF  
CANADA**



*and*

**GOVERNMENT OF PUNJAB, INDIA**

# MEMORANDUM OF UNDERSTANDING

Between the

EARTH SCIENCES SECTOR OF THE DEPARTMENT  
OF NATURAL RESOURCES OF CANADA

and the

GOVERNMENT OF PUNJAB, INDIA

## CONCERNING COOPERATION IN THE FIELD OF GEOSPATIAL INFORMATION TECHNOLOGY

WHEREAS the Earth Sciences Sector of the Department of Natural Resources of Canada and the Government of Punjab, India (hereinafter jointly referred to as the "Participants"), on the basis of this Memorandum of Understanding (MOU), have stated their mutual desire to develop and reinforce their cooperation in the field of geospatial information technology;

WHEREAS this MOU establishes a framework for this cooperation concerning the field of geospatial information technology, on subjects of mutual interest; and

WHEREAS the Participants are participating in this MOU with a view to contributing to the development of scientific cooperation between Canada and India and at the same time, reinforcing and strengthening the links between the two countries.

The Participants, therefore, have reached the following understanding:

1. The purpose of this MOU is to establish a working relationship between the Participants based on equality, overall reciprocity and mutual benefit.
2. This MOU is general in nature and is neither comprehensive nor exhaustive. When the Participants intend to pursue a form of cooperation as described in this MOU, the Participants will decide upon an Implementing Arrangement that will set forth the timing and scope of the specific form of cooperation and any other matters on which understanding may be desirable such as funding, intellectual property, and liability.
3. Cooperation under this MOU may include the following areas of interest where appropriate:
  - a) geospatial information, databases and Spatial Data Infrastructure (SDI)
  - b) digital mapping, geographic and land information systems (GIS/LIS) and services;
  - c) remote sensing applications, techniques and processes;
  - d) environmental geology/geohazards
  - e) economic geology (energy and mineral resources)
  - f) geoscience information and databases
  - g) geodetic positioning techniques and processes;

- h) cadastral and/or geodetic surveys and related services; and
- i) other areas of mutual interest to be mutually decide upon by the participants.

Provided that the cooperation in the above mentioned areas will be subject to any restrictions imposed by any national law or instruction/ regulations of the Federal Governments on either side.

4. Cooperation under this MOU is subject to and dependent upon the availability of funds and resources from each Participant, and may include the following forms:

- a) exchange of scientists and/or technical personnel to work on collaborative projects;
- b) exchange of scientific and/or technical information;
- c) education and training;
- d) organization and support of technical seminars and meetings;
- e) liaison and coordination with industrial, academic, professional and other organizations, where appropriate;
- f) encouragement of cooperation in geospatial and geoscience information technologies with the industrial sector and academia in both countries, where appropriate; and
- g) other forms of cooperation as mutually decide upon by the participants.

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

6. The scientific and technical results of cooperative projects conducted under this MOU will be shared and published or held in confidence in accordance with the specific terms identified in the associated Implementing Arrangements.
7. In order to implement cooperation under this MOU, the Participants will designate appropriate representatives to identify cooperative activities and details of implementation.
8. No cost incurred by one Participant will be assumed by the other Participant unless otherwise decided upon in writing under an Implementing Arrangement pursuant to this MOU. All costs or estimated costs will be detailed in the Implementing Arrangements.
9. All activities related to this MOU conducted in Canada will be carried out in accordance with the applicable laws and regulations in force in Canada. Activities related to this MOU conducted in India will be carried out in accordance with the applicable laws and regulations in force in India.
10. This MOU will become effective upon signing by both Participants and remain in effect for five (5) years, unless extended or terminated. This MOU may be amended or extended by mutual written consent, and may be terminated at any time by either Participant upon three (3) months written notice to the other Participant.

11. Termination of this MOU does not affect the implementation of any existing Implementing Arrangements between the Participants. Termination or amendment of the Implementing Arrangements will be in accordance with the provisions of each specific Arrangement.

12. This MOU does not create any legally binding obligations under International Law between the Participants.

Signed in duplicate at Chandigarh on this 25th day of October, 2003 in the English and French languages, each version being equally valid.

Accepted on behalf of  
the Earth Sciences Sector of  
Natural Resources of Canada, by:

Accepted on behalf of  
the Government of Punjab,  
by:

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Herb Dhaliwal  
Minister for Natural Resources  
Canada

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Capt. Amarinder Singh  
Chief Minister, Punjab

Witnesses:

Witnesses:

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(P.K. SHAHMA)  
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