

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

between the

**MINISTRY OF SCIENCE AND TECHNOLOGY, REPUBLIC OF INDIA,**  
Represented by the Department of Science & Technology  
(hereinafter referred to as "MoST")

and the

**DEPARTMENT OF NATURAL RESOURCES, CANADA,**  
Represented by the Earth Sciences Sector  
(hereinafter referred to as "NRCan")

(hereinafter jointly referred to as the "Participants")

concerning

**COOPERATION IN THE FIELD OF GEOMATICS**  
**AND SPATIAL INFORMATION**

**WHEREAS** the Participants, on the basis of this MOU, have stated their mutual desire to develop and reinforce their cooperation in the field of geomatics;

**WHEREAS** this MOU establishes a framework for this cooperation concerning the field of geomatics, 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 the Republic of India and, at the same time, reinforcing and strengthening the links between the two countries.

The Participants, therefore, have reached the following understanding:

**Article One**

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

**Article Two**

This MOU is general in nature and is neither comprehensive nor exhaustive. When the Participants intend to undertake a form of cooperation as described in this MOU, the Participants will execute an Implementing Arrangement that will set forth the timing and scope of the specific form of cooperation and any other matters on which agreement may be desirable such as funding, intellectual property, and liability.

**Article Three**

Cooperation under this MOU may include the following areas of interest where appropriate:

- a) geospatial information and Spatial Data Infrastructure;
- b) geographic and land information systems (GIS/LIS) and services;
- c) remote sensing applications, techniques and processes;
- d) topographic, aeronautical, and thematic mapping;
- e) cadastral and/or geodetic surveys and related services;
- f) development of geomatics technologies and their applications; and
- g) other areas of mutual interest to be agreed upon by the Participants.

#### **Article Four**

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

#### **Article Five**

For cooperation requested by either of the Participants that extends to subjects outside the special expertise of the Participants, upon mutual written 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.

#### **Article Six**

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.

#### **Article Seven**

In order to implement cooperation under this MOU, the Participants will designate appropriate representatives to identify cooperative activities and details of implementation.

#### **Article Eight**

No cost incurred by one Participant shall be assumed by the other Participant unless otherwise agreed to in writing under an Implementing Arrangement pursuant to this MOU. The Implementing Arrangements with detailed cost estimates will be prepared for each activity carried out under this MOU and be approved by both Participants beforehand. The Participants agree to use their best reasonable efforts to provide support in accordance with their respective financial/travel policies.

#### **Article Nine**

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 Republic of India shall be carried out in accordance with the applicable laws and regulations in force in the Republic of India.



### Article Ten

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 agreement, and may be terminated at any time by either Participant upon three (3) months written notice to the other Participant.

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.

### Article Eleven

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

Signed in New Delhi (India) on the 11<sup>th</sup> day of November, 2002.

Accepted on behalf of NRCan by:

Accepted on behalf of MoST by:

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

Y.P. Kumar  
Head, International Division  
Department of Science and Technology  
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