

MEMORANDUM OF UNDERSTANDING

(hereinafter referred to as "MOU")

between the

GEOLOGICAL SURVEY OF JAPAN,*

National Institute of Advanced Industrial Science and Technology

(hereinafter referred to as "GSJ")

and the

GEOLOGICAL SURVEY OF CANADA,

Earth Sciences Sector,

Department of Natural Resources, Canada

(hereinafter referred to as "GSC")

(hereinafter jointly referred to as the "Participants")

concerning

COOPERATION IN THE EARTH SCIENCES

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

WHEREAS this MOU establishes a framework for this cooperation concerning the earth sciences, 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 Japan and, at the same time, reinforcing and strengthening the links between the two countries.

The Participants, therefore, have reached the following understanding:

* Geological Survey of Japan is part of the National Institute of Advanced Industrial Science and Technology (hereinafter referred to as "AIST") and consists of three Research Institutes, two Research Centers and three Research Supporting Divisions, namely the Institute of Geoscience, Institute for Geo-Resources and Environment, Institute for Marine Resources and Environment; Research Center for Deep Geological Environments, Active Fault Research Center; International Geoscience Cooperation Office, Geoinformation Division and Geological Museum.

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 a Project Annex 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

Both Participants will ensure adequate and effective protection and equitable distribution of Intellectual Property Rights (IPRs), including information, discoveries, inventions, writings, copyrights etc, created in the course of the cooperative research activities under this MOU in accordance with the laws and regulations of the respective countries, except if otherwise agreed to in writing between the Participants.

Article Four

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

- a) Environmental geology/geohazards;
- b) Climate change;
- c) Sustainable development of natural resources;
- d) Marine/coastal geology;
- e) Geoscience information systems, including databases, publications;
- f) Remote sensing, data fusion and interferometry for geohazards; and
- g) Other areas of interest to be mutually agreed upon by the Participants.

Article Five

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) liaison and coordination with industrial, academic, professional and other organizations, where appropriate; and
- d) other forms of cooperation as mutually agreed upon by the Participants.

Article Six

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 Seven

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 Project Annex.

Article Eight

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

Article Nine

No cost incurred by one Participant shall be assumed by the other Participant 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 Annex.

Article Ten

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 Japan shall be carried out in accordance with the applicable laws and regulations in force in Japan.

Article Eleven

Done in duplicate in English with each copy being authenticated by their duly authorized representatives.

Article Twelve

This MOU will become effective upon the signing of both copies by the 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 Project Annexes between the Participants. Termination or amendment of the Project Annexes will be in accordance with the provisions of each specific Project Annex.

Article Thirteen

Issues that arise between the Participants to a cooperative activity related to this MOU will be settled in good faith between the Participants.

Signed at Ottawa, Canada
on the 15th day of Jan, 2004.

Signed at Tsukuba, Japan
on the 9 day of Jan, 2004.

Accepted on behalf of the GSC by:

Accepted on behalf of the GSJ by:

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

Eikichi Tsukuda
Research Coordinator
Geological Survey of Japan, AIST
Japan