MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GEOLOGICAL SURVEY OF CANADA OF THE DEPARTMENT OF NATURAL RESOURCES CANADA

AND

THE CONSEJO DE RECURSOS MINERALES OF THE UNITED MEXICAN STATES

FOR SCIENTIFIC AND TECHNICAL COOPERATION

IN GEOSCIENCE AND CARTOGRAPHY

THE GEOLOGICAL SURVEY OF CANADA AND THE CONSEJO DE RECURSOS MINERALES OF THE UNITED MEXICAN STATES, hereinafter referred to as "the Parties",

DESIRING to strengthen the cordial friendly relations and cooperation between the Parties,

HAVE COME to the following understanding:

ARTICLE I

Objectives

1. The purpose of this MOU is to establish a reference point for the interchange of scientific and technical knowledge between the Parties in the fields of geological sciences and cartography in order to conduct geoscientific and geotechnical research, as well as to introduce and adapt new technologies with the goal of improving exploration, development, and the utilization of mineral resources in their respective countries.

ARTICLE II

Cooperative Activities

1. Cooperation as referred to in this MOU may consist of the interchange of technical information, visits and research, collaboration on particular research problems of mutual interest, and the training of scientists through participation in joint projects. Specific fields of cooperation that may be of mutual interest could include:

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- (a) Mineral resources (metallurgical and industrial);
- (b) Geothermics;
- (c) Production of regional geological maps;
- (d) Marine geology;
- (e) Geochemistry;

- (f) Geophysics;
- (g) Environmental geoscience;
- (h) Remote sensing;
- (i) Production of topographic maps and surveys;
- (j) Publications, libraries and information systems;
- (k) Other topics as agreed by both parties.
- 2. For cooperative activities where expertise lies with other bodies, the Parties may establish the necessary coordination to include this expertise.
- 3. Either Party, having obtained the previous consent of the other, and in accordance with its own legislation, may invite other national organizations to participate and initiate activities that could strengthen this MOU.

ARTICLE III

Financing

The execution of cooperative activities under this MOU will be subject to the availability of funds and personnel. The Parties will establish the conditions of financing for each activity prior to the commencement of the said activity.

ARTICLE IV

Personnel

The conditions regarding personnel sent by one Party to work with the other will be established for each specific project and/or program under the terms of this MOU.

ARTICLE V

INTELLECTUAL PROPERTY

The arrangements for the protection and distribution of intellectual properties that are obtained or developed during cooperative activities pursuant to the MOU will be agreed to by the Parties subject to the provisions of their domestic legislation.

ARTICLE VI

Responsibility

Information sent by one Party to the other under this MOU will be as accurate as possible. However, the sender does not guarantee the appropriateness of the information for any specific use or application for either the receiver or a third party.

ARTICLE VII

Planning and Review of Activities

The Parties will designate representatives who will meet at mutually agreed times to review activities that take place under the auspices of this MOU.

ARTICLE VIII

Project Annexes

- 1. The Parties understand that any activity carried out under this MOU will be subject to the laws and regulations of Canada and the United Mexican States. Any activity not limited to the exchange of information or to visits, will be described in an Annex to be negotiated later and which will form part of this MOU. The Annexes should establish a work plan, personnel requirements, cost calculations, the source of financing and other assignments or conditions not incorporated in this MOU.
- 2. In the case of incompatibility between the Terms of the MOU and the Terms of the Project Annex, the Terms of the MOU will prevail unless the Terms of the Project specifically make the distinction that its Terms will prevail.

ARTICLE IX

Dispute Resolution

The differences that may arise from the interpretation or application of this MOU shall be resolved by mutual agreement.

ARTICLE X

Entry Into Effect, Amendment, Termination

- 1. This MOU will come into effect on the signing date below and will remain in effect until either party decides to terminate this MOU by giving written notice to the other Party ninety (90) days in advance.
- 2. This MOU can be amended by mutual consent in writing.
- 3. The termination of this MOU will affect neither the validity nor the duration of projects already started under this MOU.

SIGNED at Ottawa on June 11, 1996 in duplicate in the English and Spanish languages, both texts being equally valid.

FOR THE GEOLOGICAL SURVEY OF CANADA

FOR THE CONSEJO DE RECURSOS MINERALES OF THE UNITED MEXICAN STATES

M-D. Everell Assistant Deputy Minister Earth Sciences Sector

Luis Chavez Martinez Director

FOR THE DEPARTMENT OF NATURAL RESOURCES CANADA

FOR LA SECRETARIA DE COMERCIO Y FOMENTO INDUSTRIAL DE LOS ESTADOS UNIDOS MEXICANOS

A. Anne McLellan Minister

Herminio Blanco Mendoza Secretario