

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

between the

**GEO-INFORMATICS AND SPACE TECHNOLOGY
DEVELOPMENT AGENCY,**
Ministry of Science and Technology,
Kingdom of Thailand
(hereinafter referred to as "GISTDA")

and the

EARTH SCIENCES SECTOR,
Department of Natural Resources, Canada
(hereinafter referred to as "ESS")

(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 and spatial information;

WHEREAS this MOU establishes a framework for this cooperation concerning the field of geomatics and spatial information, 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 Kingdom of Thailand 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 base development;
- 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) 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) liaison and coordination with industrial, academic, professional and other organizations, where appropriate;
- e) encouragement of cooperation in geomatics with the industrial sector and academia in both countries, where appropriate; and
- f) 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. All costs or estimated costs will be detailed in the Implementing Arrangements.

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 Kingdom of Thailand shall be carried out in accordance with the applicable laws and regulations in force in the Kingdom of Thailand.

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 at Bangkok on the 18th day of November, 2003.

Accepted on behalf of ESS by:

Accepted on behalf of GISTDA by:

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

Suvit Vibulsresth
Director-General
Geo-Informatics and Space Technology
Development Agency
Ministry of Science and Technology
Kingdom of Thailand