

Implementing Arrangement #1

Title: Develop and Conduct a Workshop on Canada/Thailand Spatial Data Infrastructures (hereinafter referred to as the "Project")

Section 1.0 Authority:

This is an Implementing Arrangement (hereinafter referred to as "Annex") to the Memorandum of Understanding ("MOU") signed at Bangkok on November 18th, 2003, 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 "Parties". This Annex is developed in accordance with Article Two of the MOU.

Section 2.0 Project Coordination:

For ESS:

Responsible Senior Manager:
Director, International Division
Earth Sciences Sector, Natural Resources Canada

Correspondence:
615 Booth Street
Ottawa, ON
Canada K1A 0E9
Tel. + 1 + 613 + 996-7643; Fax. + 1 + 613 + 995-8737

For the GISTDA:

Responsible Senior Manager:
Director, Geo-Informatics Center
Geo-Informatics and Space Technology Development Agency

Correspondence:
196 Phahonyothin Road
Chatuchak, Bangkok 10900
Thailand
Tel. 662+940+6421; Fax. 662+561+3035

Section 3.0 Background:

Both Parties have expressed a desire to learn from one another their experiences in regards to developing National Spatial Data Infrastructures ("NSDI"). GISTDA, in particular, is interested in hearing about Canada's experience through the Canadian Geospatial Data Infrastructure (CGDI) and GeoConnections programs. Through this Project, ESS (in partnership with the Geomatics Industry Association of Canada and GeoConnections) has agreed to organize a three day workshop to highlight both Canada's and Thailand's NSDI experience. The focus from a Canadian perspective will be on the CGDI and GeoConnections programs.

Section 4.0 Work Plan:

The goals of this Project are as follows:

1. To introduce the Thailand participants to Canada's CGDI/GeoConnections program;
2. To introduce the Canadian participants to Thailand's NSDI experiences;
3. To explore interest in further exchanges of NSDI information, knowledge and technologies;
4. To identify further potential collaboration in regards to industry and government partnering opportunities.

A preliminary agenda for the workshop is attached as "Appendix A" to this Annex.

Section 5.0 Financial Arrangements:

- Unless otherwise indicated in this Annex, both Parties (as well as those other Canadian participants identified as workshop presenters in "Appendix A") will be responsible for their own expenses incurred as a result of this Project.
- GISTDA will pay all costs relating to local workshop organization in the Kingdom of Thailand (including workshop facilities, hand-out materials, audio-visual services, accommodation for the Canadian workshop presenters, and local transportation), excluding per-diem.
- Costs for "Hospitality Events" will be borne by the hosting Party as identified in "Appendix A".
- No cost incurred by one Party shall be assumed by the other Party unless otherwise agreed to in writing.

Section 6.0 Intellectual Property:

The Parties shall retain ownership of their existing Intellectual Property that they bring to the Project. For the purposes of this Project, Intellectual Property refers to all rights in any information including, without limitation, data, techniques, methods, processes, know-how, inventions, designs, formulae, photographs, drawings, plans, specifications, reports, studies, technical and procedural manuals and computer programs, and all patents, copyrights, trademarks, and industrial designs arising therefrom.

Section 7.0 Title to Property:

Any property or equipment of whatever nature or kind furnished by any Party in connection with work under this Project is and will remain the property of the Party furnishing such property or equipment.

Section 8.0 Indemnification and Liability:

- Both Parties shall indemnify and save harmless each other and their Ministers, officers, employees and agents from and against all claims, demands, losses, costs including lawyers fees, damages, actions, suits or proceedings, that are in any manner based upon, arising out of, or attributable to any acts or conduct of their employees and agents.
- The services provided by the Parties are provided on an "as is" basis and neither Party makes any guarantees, representations or warranties respecting these services, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy, or fitness for a particular purpose.
- Neither Party shall be liable in any way for loss of profits or contracts, or any other consequential loss of any kind relating to the Project.

Section 9.0 Dispute Resolution:

Any disputes regarding the interpretation or implementation of this Annex will be resolved only by consultation among the Parties and will not be referred to a national tribunal or other third party for settlement.

Section 10.0 Duration and Termination:

- This Annex will remain in effect until March 31st, 2004. It may be amended at any time with the mutual written consent of the Parties and may be terminated immediately upon the written consent of both Parties.
- Each Party shall immediately upon early termination, return the other Party's papers, materials, or other property held for the purpose of carrying out the Project.

Section 11.0 Responsible Authorities and Effective Date:

This Annex becomes effective upon the signing below by both designated responsible authorities representing the GISTDA and ESS.

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

Representing ESS:

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

Representing GISTDA:

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



Natural Resources Canada
Ressources naturelles Canada



Appendix A to Implementing Arrangement #1

CANADA-THAILAND SPATIAL DATA INFRASTRUCTURE WORKSHOP

DATE: November 17-19, 2003

LOCATION: Ambassador Bangkok Hotel, 171 Sukhumvit Road, Soi 11

ORGANISED BY:

**Geo-Informatics and Space Technology Development Agency (GISTDA)
Earth Sciences Sector, Natural Resources Canada (ESS-NRCan)
Canadian GeoProject Centre (CGPC)**

November 17

Opening Ceremony

- 9:00 – 9:05 Introduction of Opening Ceremony Speakers
Workshop Chair – Pak Chagarlamudi, Manager, Geomatics, Earth Sciences Sector, Natural Resources Canada
- 9:05 – 9:10 Welcome
Ed Kennedy, Managing Director, Canadian GeoProject Centre
- 9:10 – 9:40 Inaugural Address
Senior official from Geo-Informatics and Space Technology Development Agency
- 9:40 – 10:10 Inaugural Address
Dr. Irwin Itzkovitch, Assistant Deputy Minister, Earth Sciences Sector, Natural Resources Canada
- 10:10 – 11:00** Introduction and Demonstration of the GeoConnections/ Canadian Geospatial Data Infrastructure (CGDI) Program
Cameron Wilson, GeoAccess Division, Natural Resources Canada
- 11:00 – 11:30 ***Refreshments and Networking***

Technical Session 1

- 11:30 – 12:00 Introduction to Thailand's National Spatial Data Infrastructure (NSDI) Program
Senior official from GISTDA
- 12:00 – 12:30 An Overview of The Canadian SDI Approach
Ed Kennedy, Canadian GeoProject Centre
- 12:30 – 13:30 ***Lunch and Networking***

Technical Session 2

- 13:30 – 14:00 **Introduction to the Canadian Geospatial Information Industry**
Ed Kennedy, Managing Director, Canadian GeoProject Centre
- 14:00 – 14:40 **CARIS Software Components and Professional Services Supporting Spatial Data Infrastructures**
Greg Mulholland, Solutions Specialist, CARIS

- 14:40 – 15:20 **Geospatial Data for Thailand's Local Administrative Units**
Al Zaver, Vice President, Challenger Geomatics International Ltd.
- 15:20 – 15:50 **Refreshments and Networking**
- 15:50 – 16:30 **Inter-operable Geospatial Information Infrastructure**
Edric Keighan, President and CEO, CubeWerx inc.
- 16:30 – 17:10 CEONet: Enabling Technology for Connecting People, Spatial Data and Services
Mike Robson, Project Engineer, MacDonald Dettwiler and Associates Limited
- 18:00 – 20:00 **Reception and Dinner Hosted by Canada**

November 18

- 9:00 – 12:00 *Canadian team to participate in Opening Session of the Thailand National Surveying and Mapping Conference*
- 9:00 – 9:15 **Opening Ceremony**
- 9:15 – 9:45 **Special Presentation on “Mapping from High Resolution Imagery” by Professor Dr. Shunji Murai**
- 9:45 – 10:15 *Special presentation on (to be determined) by Dr. Irwin Itzkovitch, Assistant Deputy Minister for Earth Sciences Sector, Natural Resources Canada (NRCan)*
- 10:15 – 10:20** *MOU Signing Ceremony between GISTDA and NRCan*
- 10:20 – 10:50** *Refreshment break and exhibition*

Technical Session 3

- 13:00 – 14:00 **Summary of Day 1 of the Workshop**
(In adjacent room)
- 14:00 – 15:00 *Presentation on “Mapping and Development of the Canadian Spatial Data Infrastructure” by the Canadian Team (in main conference room)*
- 15:00 – 15:30 **Refreshments and Networking**