

MEMORANDUM OF UNDERSTANDING

between

THE ILLINOIS STATE GEOLOGICAL SURVEY
(hereinafter referred to as the ISGS)

OF THE

ILLINOIS DEPARTMENT OF NATURAL RESOURCES
OF THE
STATE OF ILLINOIS
OF THE UNITED STATES OF AMERICA

and

THE GEOLOGICAL SURVEY OF CANADA
(hereinafter referred to as the GSC)

OF

THE EARTH SCIENCES SECTOR
(hereinafter referred to as the ESS)

OF THE

DEPARTMENT OF NATURAL RESOURCES
OF THE
GOVERNMENT OF CANADA

ON

COOPERATION IN THE EARTH SCIENCES

Article I. Scope and Objectives

In recognition of the special capabilities and expertise resident within their organizations and the mutual benefits that may be derived from collaborative research efforts, the ISGS and the ESS (hereinafter referred to as the Participants) hereby state their intention to pursue scientific and technical cooperation in the earth sciences in accordance with this Memorandum of Understanding (MOU).

ISGS is one of four closely linked Illinois Scientific Surveys and a State Museum that constitute a research center of over 800 employees. ISGS alone is the largest State Geological Survey in the United States of America.

The Earth Sciences Sector (ESS) resulted from the amalgamation of some of the administrative tasks of the Geological Survey of Canada (GSC), Geomatics Canada (GC) and the Polar Continental Shelf Project (PCSP) within the Federal Department of Natural Resources Canada (NRCan). However, within the ESS, the GSC, GC, and PCSP retain their separate identities.

Article II. Purpose

The purpose of this MOU is to establish a framework acceptable to both parties for the sharing of ideas and technical procedures that can serve to bring one organization to the same level of expertise and proficiency as the other without the necessity of major expenditures of the money, time, or effort that would be required if the organizations were operating in isolation. This cooperative endeavor, commonly referred to as “benchmarking,” will be achieved through the execution of further implementing arrangements for the exchange of scientific and technical knowledge and augmentation of scientific and technical capabilities of the ESS and the ISGS.

Article III. Implementing Arrangements and Project Annexes

All activities under this MOU will be conducted in accordance with the applicable laws, executive orders, regulations and policies of Canada, the State of Illinois and the United States of America. The activities governed by this MOU will be based upon individual written and approved project implementing arrangements between the Participants that will be considered to be Annexes to this MOU and will be prepared using a standard project description format. These Annexes should include the names, addresses and contact information of ISGS and ESS “Identified Correspondents” responsible for implementation, and of “Senior Managers” responsible for project oversight. These Annexes should also include a title, detailed schedules with a start and end date, milestones, funding, expected products, directions for such matters as technical skills, the retention, protection, exchange and use of proprietary information (for example, business confidential information), intellectual property and technology transfer and other relevant project information. This MOU does not create any legally binding obligations between the Participants.

Article IV. Cooperative Activities

Forms of cooperative activities under this MOU are subject to and dependent upon the availability of funds and personnel and may consist of:

1. exchange visits of scientists, engineers and technical personnel;
2. exchanges of earth science and associated technical information within the scope of the programs of the Participants;
3. cooperative research between scientists, engineers and technicians of the

Participants engaged in research and data exchange on problems of mutual interest in the fields of earth sciences, which includes the geosciences, topographical and thematic mapping, geoscience information systems, remote sensing and related subjects and the application of these to state, national and global issues, such as the environment;

4. other forms of earth-sciences related cooperative activities as may be mutually agreed between the Participants.

Article V. Other Participants

For cooperation requested by one Participant that extends into subjects outside the scope of the other Participant, upon mutual agreement, the Participants may endeavor to include the participation of other organizations into activities under this MOU.

Article VI. Specific Activities of Interest

Areas identified as having potential for cooperative projects, in no particular order of priority, may include but are not limited to:

1. joint development of standards related to environmental concerns, analytical techniques, and map quality, all of which require data resulting from activities conducted under earth sciences research;
2. joint studies of techniques and rationale for large scale geologic mapping and publication of maps;
3. coordination, exchange or merging of existing earth sciences data bases, particularly in the fields of hydrogeology, geology for urban planning, coal technology, Geoscience Information Systems (GIS) strategies and expertise, high resolution geophysical studies, both onshore and marine;
4. joint study of uses and production of industrial minerals and associated economic and environmental impacts;
5. joint training of young scientists in environmental mapping and mapping in urban areas; training of young scientists in mapping glacial terrains and exposure to processes at actual glaciers;
6. joint review and development of such topics as a plan of public awareness for the role and application of earth science information, a methodology for program evaluation, cost-benefits and impact analysis, a means of improving program delivery and Science and Technology management; exchange of expertise in marketing research products for public economic and environmental well being;
7. continuation of links already established between individual scientists;
8. other forms of cooperation that may be identified at a later date.

Article VII. Source of Funding

The terms of financing will be established by the Participants before the commencement of each activity and be included in the Annex for that activity.

Article VIII. Intellectual Property

The treatment of intellectual property (IP) will be governed by the Diplomatic notes dated February 4, 1997 that were exchanged between the Charge d'Affaires, a.i. of the Embassy of the United States of America in Ottawa [Note No. 430] and the Minister of Foreign Affairs of the Government of Canada [Note No. JLAB-0334]. The right, if any, to disseminate information regarding such IP, the sharing of the same, the manner in which this shall be done, to what parties, the timing of any such release, and any other matters in relation to such IP, if they should have any variations from the Canada-United States Agreement on Intellectual Property referred to in the preceding diplomatic notes, shall also be clearly stated in each implementing arrangement made under the umbrella of this MOU.

Article IX. Review of Activities

The parties will designate representatives who, at times mutually established by the Participants, will review the activities under this MOU. Initially it is intended to conduct a full review at least once per annum.

Article X. Entry into Force and Termination

This MOU will come into effect upon signature by both Participants. This MOU will remain in effect for five (5) years and will be subject to yearly extensions thereafter. This MOU will be automatically renewed for consecutive periods of one year unless either Participant gives at least ninety (90) days written notice to the other Participant of its intention not to renew. This MOU may be terminated at any time by either Participant upon ninety (90) days written notice to the other Participant. The termination of this MOU will not affect the validity or duration of projects which have been initiated under this MOU prior to such termination.

Done at **OTTAWA (CANADA)**

in the English and French languages,
each text being equally authentic.

this 24th day of January, 2000
(DATE) (MONTH)

For:

The Illinois State Geological Survey
of The Department of Natural Resources
of the State of Illinois

For:

The Earth Sciences Sector of the
The Department of Natural Resources
Canada, of the Government of Canada

By

(Signature)

Name: William W. Shilts
Title: Chief

(Signature)

Name: Marc-Denis Everell
Title: Assistant Deputy Minister

**ANNEX TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EARTH SCIENCES SECTOR OF NATURAL RESOURCES CANADA
AND
THE ILLINOIS STATE GEOLOGICAL SURVEY**

ANNEX NO. 2000 -001 (EXAMPLE ANNEX)

**TITLE:
IDENTIFIED CORRESPONDENTS**

ESS (GSC)

ISGS

Name: _____ GSC.....Division

Name: **W.W. SHILTS**

Address: _____

Illinois State Geological Survey

City: _____

Address: **615 E. Peabody Drive**

Champaign, IL 61820-6964

TEL: () _____

United States of America

FAX: () _____

(217) 333-5111

E-MAIL: _____

(217) 244-7004

shilts@isgs.uiuc.edu

ACTIVITY SUMMARY

PURPOSE: The ISGS and GSC are concerned with

SCHEDULE (details below): Start Date:..... End Date:.....

FUNDING ARRANGEMENTS:

Participants to pay own expenses

TOTAL (Estimated)

\$ CDN

\$ US

ACTIVITY - DETAILED DESCRIPTION

(PLEASE TYPE OR PRINT CLEARLY)

PART I (Description)

A) (Describe succinctly what is the proposed activity.)

B) (Provide full names and complete addresses of other organizations and individuals involved in the proposed activity.)

C) (Indicate a timetable for the proposed activity.)

PART II (Objectives)

A) (Explain how the activity supports efforts to identify, promote or establish joint research and technology development project(s).)

B) (Indicate how the project could lead to mutually beneficial scientific or technological progress of industrial or economic benefit and potential applications.)

C) (Indicate how the proposal relates to an area of bilateral cooperative interest.)

PART III (Reporting): A report is to be submitted at the end of the proposed activity on the fulfillment of the objectives.

Identified Correspondents:

ESS: _____ **DATE:** _____

ISGS: _____ **DATE:** _____

W.W. Shilts

APPROVAL

Responsible Senior Managers:

ESS: _____ **DATE:** _____

ISGS: _____ **DATE:** _____

W.W. Shilts