UNITED ARAB EMIRATES

G. H. Q. ARMED FORCES

وَوُلِهُ الْأُمَارُلِاتِ الْحَبَيِّ مِلَاجِيَ قَالَ اللَّمَارُلِاتِ الْمُعَامِدَةُ العَامِةُ للقوات المسلحة

MEMORANDUM OF UNDERSTANDING

(hereinafter referred to as "MOU")

between the

Military Survey Department of the United Arab Emirates

(hereinafter referred to as "MSD")

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 Fields of Surveying and Mapping

WHEREAS the Participants, on the basis of this MOU, are mutually interested in developing and reinforcing their cooperation in the fields of surveying and mapping;

WHEREAS this MOU establishes a framework for this cooperation in joint investigations and scientific exchanges concerning the fields of surveying and mapping, on subjects of mutual interest;

WHEREAS the Participants are participating in this MOU with a view to contributing to the development of scientific and commercial co-operation between the United Arab Emirates and Canada, reinforcing and strengthening the institutional and industrial links between the two countries.

The Participants, therefore, have reached the following understanding:

Article One

The objective of this MOU is to establish a framework for cooperation between the Participants on the basis of equality, overall reciprocity and mutual benefits.

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 intellectual property, liability, and dispute resolution.

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Article Three

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

- (1) digital mapping (topographic, thematic, etc.);
- (2) surveying (topographic and hydrographic);
- (3) spatial data base development;
- (4) development of data standards; and
- (5) any other areas of mutual interest to be agreed upon by the Participants.

Article Four

Cooperation under this MOU is subject to and depend upon the availability of funds and resources from each Participant, and may include the following forms:

- 1. exchange of experts and technical information;
- 2. technical assistance;
- education and training;
- 4. joint organization and support of technical seminars, symposia, conferences and workshops;
- 5. encouragement of cooperation in the fields of surveying and mapping with the industrial sector and academia in both countries, where appropriate; and
- 6. any other forms of cooperation mutually agreed upon by the Participants.

Article Five

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 Six

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

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Article Seven

No cost incurred by one Participant shall be borne 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 Eight

This MOU has been written in the English and Arabic languages and both versions shall be equally authentic.

Article Nine

This MOU will become effective upon signing by both Participants of both versions 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 any Implementing Arrangement will be in accordance with the terms provided for in that particular arrangement.

Article Ten

This MOU does not create any legally binding obligations between the Participants.

Signed at ABU-DHABI on the 21 day of may, 2001.

Accepted on behalf of ESS by:

Accepted on behalf of MSD by:

Dr. Irwin J. Itzkovitch Assistant Deputy Minister Earth Sciences Sector Khalifa Al Romaithi Head of MSD United Arab Emirates