
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MEKONG RIVER COMMISSION

AND

**THE CANADIAN SPACE AGENCY,
OF THE GOVERNMENT OF CANADA**

AND

**NATURAL RESOURCES CANADA,
OF THE GOVERNMENT OF CANADA**

**CONCERNING COOPERATION IN ADVANCED EARTH
OBSERVATION AND GEOMATICS**

MEMORANDUM OF UNDERSTANDING

BETWEEN

The Mekong River Commission (MRC)

AND

**The Canadian Space Agency
of the Government of Canada**

AND

**Natural Resources Canada
of the Government of Canada,
Represented by the Earth Sciences Sector**

(hereinafter collectively referred to as the 'Parties')

concerning

COOPERATION IN ADVANCED EARTH OBSERVATION AND GEOMATICS

WHEREAS the Mekong River Commission was established by the Agreement on the Cooperation for The Sustainable Development of the Mekong River Basin, entered on April 5, 1995 between the Governments of the Kingdom of Cambodia, the Lao People's Democratic Republic, the Kingdom of Thailand and the Socialist Republic of Vietnam;

WHEREAS the Canadian Space Agency, an agency of the Government of Canada, has been established for the purposes of promoting the peaceful use of space, of advancing the knowledge of space through science and of ensuring that space science and technology provide social and economic benefits to Canadians;

WHEREAS Natural Resources Canada (NRCan) is the Canadian federal government department specializing in the sustainable development and use of natural resources, energy, minerals and metals, forests and earth sciences.

WHEREAS the Parties recognize the importance of furthering international cooperation for peaceful use of space;

WHEREAS the Parties wish to promote the development of cooperation in the field of Earth Observation and geomatics amongst themselves, with a view to reinforcing economic development and scientific ties between Canada and the Mekong River Commission; and

WHEREAS the Parties recognize the benefits to all Parties that would result from such cooperation;

The Parties, therefore, have reached the following understanding:

Article 1

The purpose of this Memorandum of Understanding (hereinafter referred to as the "Memorandum") is to establish a framework for cooperation in the field of Earth Observation and geomatics among the Parties on the basis of equality, benefits to all Parties, and reciprocity.

Article 2

Cooperation among the Parties under this Memorandum may include, but is not limited to, the following areas of interest:

1. Advanced Earth Observation and geomatics technology and applications;
2. Human resources development in the area of Earth Observation and geomatic technology and applications; and
3. Other areas of interest to be mutually agreed upon by the Parties.

For cooperation requested by any Party that extends to subjects outside the special expertise of the Parties, upon mutual consent, the Parties may endeavour to include the participation of other appropriate organizations in the development of and participation in activities within the scope of this Memorandum.

Article 3

The cooperation in the areas listed under Article 2 of this Memorandum may take the following forms:

1. Promotion of the Canadian private sector knowledge, expertise and services in the field of Earth observation and geomatics to support the mandate of the different units of the Mekong River Commission;
2. Improved access of Canadian advanced Earth observation and geomatics technologies and products to the Mekong River Commission;
3. Joint research, technology projects and activities;
4. Exchange of scientists, engineers and other experts;
5. Liaison with industrial, academic, professional and other organizations;
6. Exchange of scientific information, data and experimental results;
7. Organization of symposia, seminars, conferences, meetings and special events;
8. Education and training; and
9. Other forms of cooperation that may be agreed upon among the Parties.

Article 4

1. In order to implement cooperation under this Memorandum, the Parties will appoint representatives to identify cooperative activities and to discuss the relevant implementation details.
2. The said representatives will develop and maintain a dialog in order to discuss and review the cooperative opportunities.
3. The Parties will consult each other on public announcements concerning cooperation under this Memorandum.

Article 5

1. Specific cooperative projects undertaken under this Memorandum will be the subject of Implementation Arrangements signed by the concerned Parties.
2. The Parties to each Implementation Arrangement will define the specific technical aspects of their cooperation.
3. In the case of an Implementation Arrangement requiring common research, the Implementation Arrangement will specify the particular rules that will apply regarding intellectual property.
4. The export of any goods or technologies from Canada to the MRC or from the MRC to Canada will be subject to the laws of the respective countries involved.

Article 6

Subject to any applicable laws and regulations of the countries of the MRC, and of Canada, the Parties will not disclose information that is marked or designated as confidential by the disclosing Party at the time of disclosure. In the case of information that is so designated orally, the disclosing Party will insure that such designation is confirmed in writing. Any subsequent waiver of confidentiality must be confirmed by the disclosing Party in writing.

Article 7

1. It is understood that the ability of each Party to cooperate under this Memorandum is subject to the availability of funds and resources. No cost incurred by one Party shall be assumed by another Party unless otherwise agreed to in writing under an Implementation Arrangement.
2. Any and all property and equipment of whatever nature or kind furnished by any Party in connection with work under this Memorandum is and will remain the property of the Party furnishing such property or equipment unless otherwise agreed to in writing.

Article 8

1. This Memorandum may be terminated at any time by any Party upon a three (3) months written notice to that effect to the other Parties.
2. This Memorandum may be extended or amended by the mutual written agreement of the Parties.

Article 9

1. This Memorandum will enter into effect on the date of the last signature by the Parties and will remain in effect for a period of five (5) years, unless terminated earlier pursuant to Article 8 above.
2. Expiration or termination of this Memorandum will not affect the implementation of any existing Implementing Arrangements among the Parties. Termination or amendment of the Implementing Arrangements will be in accordance with the provisions of each specific Implementing Arrangement.

Article 10

This Memorandum does not create any legally binding obligations between the Parties.

Done in triplicate and accepted on behalf of the Parties by:

For the Mekong River Commission

Joern Kristensen
Chief Executive Officer

Date

27/11/02

For the Canadian Space Agency of
the Government of Canada

For Natural Resources Canada of the
Government of Canada

Marc Garneau
President

Irwin Itzkovitch
Assistant Deputy Minister
Earth Sciences Sector

Nov 5/2002
Date

Nov 5/2002
Date