

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

between the

SISTEMA NACIONAL DE COORDINACIÓN DE INFORMACIÓN TERRITORIAL,
Ministerio de Bienes Nacionales, Republic of Chile
(hereinafter referred to as "SNIT")

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, are mutually interested in developing and reinforcing cooperation in the field of geomatics and spatial information;

WHEREAS this MOU establishes a framework for cooperation in joint research and scientific exchanges in the field of geomatics and spatial information, on subjects of mutual interest; and

WHEREAS this MOU is aimed at improving cooperation between Canada and the Republic of Chile through participation in this MOU, while reinforcing and strengthening links between the two countries,

The Participants, therefore, have reached the following understanding:

1. PURPOSE

The purpose of this MOU is to establish a working relationship in the field of geomatics and spatial information between the Participants, on the basis of equality, reciprocity and mutual benefit.

2. PROJECT ANNEXES

This MOU is general in nature and is neither comprehensive nor exhaustive. When the Participants decide to undertake a form of cooperation as described in this MOU, the Participants will execute a Project Annex (hereinafter "Annex") that will set forth the timing and scope of the specific form of cooperation as well as any other matters with respect to which consent may be desirable.

3. FORMS OF COOPERATION

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 participate in projects;
- b) exchange of scientific and/or technical information including standards;
- c) collaboration on individual research problems of mutual interest, and in the study of techniques and methods;
- d) liaison and coordination with industrial, academic, professional and other organizations, where appropriate;
- e) development of contacts in the industrial sectors and academia in both countries, where appropriate, and
- f) other forms of cooperation as mutually decided upon by the Participants.

4. AREAS OF POTENTIAL COOPERATION

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

- a) geospatial information and spatial data infrastructure development;
- b) spatial data integration and dissemination;
- c) remote sensing applications; techniques and processes;
- d) other areas of mutual interest to be decided upon by the Participants

5. PROPERTY & EQUIPMENT

Unless otherwise consented to under an Annex, any and all property or equipment of whatever nature or kind furnished by either Participant in connection with work under this MOU is and will remain the property of the Participant furnishing such property or equipment.

6. CONFIDENTIALITY OF INFORMATION

The information provided by the Participants for the purposes of carrying out cooperative activities under this MOU as well as the scientific and/or technical results obtained from those activities will be shared and published or held in confidence in accordance with the specific terms identified in the associated Annexes.

7. DESIGNATED REPRESENTATIVES

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

8. FINANCIAL CONSIDERATIONS

No cost incurred by one Participant will be assumed by the second Participant unless otherwise accepted in writing under an Annex pursuant to this MOU. All expenses or estimated costs will be detailed in the Annexes.

9. RESOLUTION OF DIFFERENCES

Any differences regarding the interpretation or implementation of this MOU will be resolved amicably by consultation among the Participants and will not be referred to a third party for settlement.

10. GOVERNING LAW

All activities related to this MOU conducted in Canada will be carried out in accordance with the applicable laws, statutes and regulations in force in Canada. Activities related to this MOU conducted in the Republic of Chile will be carried out in accordance with the applicable laws, statutes and regulations in force in the Republic of Chile.

11. PERIOD OF VALIDITY AND TERMINATION

This MOU will become effective upon signature by the Participants and will remain in effect for five (5) years, unless extended or terminated. This MOU may be amended or extended by mutual written notification and may be terminated at any time by either Participant upon ninety (90) days written notice to the other Participant.

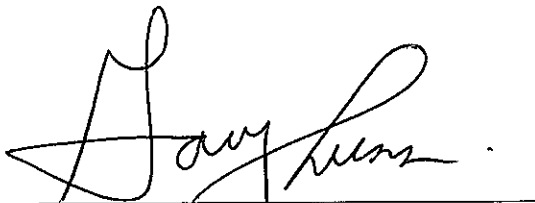
Termination of this MOU does not affect the implementation of any existing Annex between the Participants. Termination or amendment of the Annexes will be in accordance with the provisions of each specific Annex.

12. LEGAL OBLIGATIONS

This MOU does not create any legal obligations between the Participants, and is not binding under international law.

Signed in duplicate at Santiago of Chile, on the 26 day of July, 2007, in the English, French and Spanish languages, each version being equally valid.

ACCEPTED ON BEHALF OF ESS BY:



The Honourable Gary Lunn
Minister of Natural Resources
Department of Natural Resources Canada
Government of Canada

ACCEPTED ON BEHALF OF SNIT BY:



Romy Schmidt
Ministra de Bienes Nacionales
President Sistema Nacional de Coordinación
de Información Territorial
Republic of Chile