



**MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE  
REPUBLIC OF CHILE AND THE GOVERNMENT OF CANADA REGARDING  
COOPERATION ON THE SUSTAINABLE DEVELOPMENT OF MINERALS AND  
METALS**

***THE GOVERNMENT OF THE REPUBLIC OF CHILE*** and ***THE GOVERNMENT OF CANADA***, hereinafter jointly referred to as the “Participants”,

***RECOGNIZING*** the mutual benefit of enhancing the relationship between the Participants and taking into account the Chile-Canada Partnership Framework;

***ACKNOWLEDGING*** that Chile and Canada are resource-based nations that derive substantial socioeconomic benefits from the sustainable development of their respective minerals and metals sectors and related industries;

***REAFFIRMING*** their commitment to sustainable development in the implementation of minerals and metals policies, science, and technology taking into account economic, social and environmental considerations;

***REALIZING*** the importance of a global economy and enhanced investment, trade and market access opportunities for minerals and metals and mining-related services and equipment;

***BUILDING*** on significant regional and multilateral cooperation within the Asia-Pacific Economic Cooperation (APEC), the Annual Mines Ministries of the Americas Conference (CAMMA), and the Multi-Andean Project (MAP);

***RECOGNIZING*** the intent of the Participants to continue the longstanding collaboration in geosciences, as provided for under the Memorandum of Understanding between the National Geological and Mining Service of Chile, part of the Ministry of Mines, of the Republic of Chile and the Geological Survey of Canada, Earth Sciences Sector, Department of Natural Resources, Government of Canada;

***CONSIDERING*** the strategic importance of developing common approaches in other international fora to promote market access and the sustainable development of minerals and metals;

***SEEKING*** to enhance mutual benefits from collaboration through public-private and government-to-government initiatives;

**SEEKING** to cooperate and create synergies in research and development, and knowledge transfer related to mining technology, mineral processing and metals and materials technology;

**HAVE REACHED** the following understanding:

**1. OBJECTIVES**

- (a) This Memorandum of Understanding (MOU) is intended to promote cooperation between the Participants, through, *inter alia*, information and knowledge sharing, technical capacity building, official-level discussions, collaboration on projects of mutual interest, joint consultations with industry, academia and other stakeholder groups, and/or public-private initiatives.
- (b) The Participants intend to carry out cooperative activities for the mutual benefit and support of both countries in the promotion of the sustainable development of their respective minerals and metals sectors and related industries.

**2. AREAS OF ACTIVITY**

Cooperation under this MOU may include activity in the following areas of mutual interest:

- (i) the exchange of experiences, knowledge transfer and consideration of joint research and development related to: mining; life cycle risk assessment of metals; ground stability and control; underground mine environment; mine mechanization and automation; process metallurgy; analytical methodologies; metals and the environment issues; mine rehabilitation; treatment of liquid effluents; stabilization of solid wastes; biotechnology applications; and consideration of other emerging advanced technologies;
- (ii) the exchange of information, knowledge and experiences fostering the sustainable development of minerals and metals, including respective laws, regulations and policies of the Participants governing the management of minerals and metals resources and products;

- (iii) the consideration of facilitating contacts among and between government organizations, industry leaders and associations, academics, scientific research organizations, non-governmental organizations, labour organizations and communities of Chile and Canada, with the intent to establish public-private and/or inter-governmental collaboration to exchange information and study mining-related issues of mutual interest;
- (iv) the promotion and advancement of common approaches for the sustainable development of minerals and metals in regional and international mining fora such as CAMMA and the APEC Ministers Responsible for Mining (MRM) meeting;
- (v) the exchange of experiences and information with a view to identifying shared concerns and possible responses to regional and international environment and trade issues which potentially may adversely affect the market access for, or trade and investment in, minerals and metals and mining-related equipment and services. In particular, this could include intergovernmental initiatives dealing with: non-tariff barriers to trade, the sound management of chemicals, sustainable materials management, the sustainable use of natural resources, waste management and recycling, and voluntary and regulatory environmental standards; and
- (vi) the promotion of socioeconomic contributions of sustainable development of minerals and metals to strategic regional and international intergovernmental organizations such as the Organization of American States, the Inter-American Development Bank, the United Nations, and the Organization for Economic Cooperation and Development.

### **3. *LEGALITY***

- (a) Cooperation under this MOU will be in accordance with the laws of each Participant.
- (b) This MOU does not imply nor impose any legal, financial, or contractual obligation or relationship by one Participant on the other Participant.

#### **4. COMMUNICATIONS**

Communications between the Participants related to activities carried out under this MOU will be made in writing, through officials appointed by each Participant for the purpose of coordinating such activities.

#### **5. CONFIDENTIALITY AND PROPRIETARY INFORMATION**

- (a) The Participants recognize and acknowledge that by the nature of their respective operations, they may be involved not only with each other, but also with various third parties, either directly or indirectly, in research and development and technology transfer in various areas, and that as a result of such involvement confidential information may be either generated or obtained from such third parties, and is understood to be regulated in accordance with the respective legislation of the Participants.
- (b) Nothing in this MOU will be construed as requiring the Participants to disclose to one another any confidential information that is proprietary to the Participants or a third party.

#### **6. MEETINGS AND WORK PROGRAM**

- (a) To plan and implement the projects and activities to be carried out under this MOU, the Participants will jointly develop biennial work plans, including objectives, deliverables, expected outcomes, time frames and an analysis of the necessary resources to accomplish these.
- (b) The Participants will meet annually to review progress and to define elements of future work programs. These meetings will alternate between Chile and Canada.

#### **7. COSTS**

- (a) The Participants understand that completion of activities is subject to the availability of necessary resources.
- (b) All costs related to activities carried out by each Participant pursuant to this MOU are to be paid by the Participant incurring such costs, unless otherwise determined by both Participants, in writing.

**8. *IMPLEMENTING ORGANIZATIONS***

The Participants designate as the implementing organizations under this MOU the Ministry of Mining of the Republic of Chile and the Minerals and Metals Sector of the Department of Natural Resources of Canada, respectively.

**9. *DURATION, AMENDMENTS AND TERMINATION***

- (a) This MOU will come into effect on June 9, 2008 upon the signature of a declaration to this effect by both Participants and will remain in effect for a period of five (5) years, renewable upon mutual acceptance of both Participants, expressed in writing.
- (b) This MOU may be amended by mutual written consent of the Participants.
- (c) This MOU may be terminated by either Participant, by providing six (6) months advance notice in writing to the other Participant. This will not affect projects in progress unless otherwise decided by the Participants.