

**Memorandum of Understanding**

**between the**

**National Oceanic and Atmospheric Administration  
U.S. Department of Commerce  
United States of America**

**and the**

**Department of the Environment  
Canada**

**For Collaboration on Weather, Climate and Other Earth Systems  
for the Enhancement of Health, Safety and Economic Prosperity**



## **PREAMBLE**

This document constitutes a Memorandum of Understanding (MoU) to outline the responsibilities of the National Oceanic and Atmospheric Administration (NOAA) of the Department of Commerce of the United States of America and the Department of the Environment (EC) of Canada (hereinafter referred to as the "Participant" or "Participants").

This agreement replaces the NOAA and Meteorological Service of Canada (MSC) Memorandum of Understanding (MoU) on Cooperation in Environmental Data Acquisition and Utilization signed April 22, 2003 and the NOAA National Weather Service and MSC MoU on Hydrology and Climate Forecast Services and Programs, signed June 13, 2002. The two existing Annexes of the Agreement on Cooperation in Environmental Data Acquisition and Utilization may be transferred to this agreement subject to approval by the Cooperation Steering Committee (CSC).

While the Participants intend to respect these responsibilities, this MoU is not legally binding in either domestic or international law.

### **Paragraph I** **PURPOSE**

The purpose of this MoU is to recognize the long-standing cooperation between the Participants; facilitate the exchange of information, technology, and management practices; and to supply a mechanism through which future efforts can be coordinated. This improved cooperation is desirable to:

1. Enhance and maximize the program capabilities of both Participants;
2. Encourage joint efforts to resolve common problems;
3. Avoid unplanned duplication of effort;
4. Promote compatibility in the collection, analysis, archival, and dissemination of data so that the data and results can be readily accessed, analyzed, integrated, compared, and pooled as desired; and
5. Contribute to Earth observations and assessments.

### **PARAGRAPH II** **SCOPE OF ACTIVITIES**

Pursuant to this MoU, the Participants have mutual interest in pursuing the activities that promote:

1. Improvement of meteorological and hydrological forecasts, which define their economic value;

2. Hazard preparedness through emergency management and all-hazards dissemination systems;
3. Greater awareness of the role of regional meteorology on hemispheric and global weather and climate conditions;
4. Improved understanding of and ability to manage and protect the world's oceans and polar regions;
5. Joint sharing of environmental data and products; data collection, management, archival and retrieval processes; data analyses and dissemination;
6. Collaboration in meteorological, hydrologic, oceanographic, and climate research, observations, and applications development;
7. Joint sharing of equipment, facilities, and logistics;
8. Meteorological, hydrologic, oceanographic, and climate education, training, and outreach;
9. Effective meetings, workshops, and conferences for the mutual exchange of scientific and technical knowledge and ideas;
10. International objectives as identified in international for a in which NOAA and EC and cooperating entities participate;
11. Improved services that contribute toward human health, economic well-being, and the protection of the environment; and
12. Other forms of cooperation that may be identified by the Participants.

### **PARAGRAPH III** **RESPONSIBILITIES OF THE PARTICIPANTS**

3.1. To achieve the realization of cooperation under the MoU, the Participants will coordinate their activities and cooperation with other engaged partners in their countries.

3.2. Each Participant will provide personnel, facilities, and other support required for implementation of activities as mutually determined by the Participants. Such support will be provided subject to the availability of appropriated funds and personnel and in accordance with the legislation and legal regulations applicable to the Participant which provides the support.

3.3 All the activities under this MoU, including exchange of technical information and equipment, exchange of specialists, scientists and technical experts, and also implementation of other forms of cooperation, will be conducted in accordance with national laws, regulations, procedures and international obligations of the countries of the Participants, and in compliance with international agreements in which Canada and the United States of America are the Parties.

3.4 Oversight of the activities will be the responsibility of the Cooperation Steering Committee (CSC) established under the auspices of this MoU. The CSC is to be composed of an equal number of representatives from each Participant, with specific membership to be designated by each Participant. Further details on processes are contained in Appendix One.

**PARAGRAPH IV**  
**FINANCIAL ARRANGEMENTS**

**4.1 Funding**

The Participants are responsible for funding their respective activities under this MoU, unless otherwise agreed in writing by the Participants. The responsibilities of the Participants under this MoU and any Annexes are subject to the availability of appropriated funds.

**4.2 Contracts or Other Exchange of Funds**

Funding arrangements for the majority of activities under this MoU should follow the provisions of Paragraph 4.1. In the event that any exchange of funds is required for activities conducted pursuant to this MoU, the Participants will conclude separate arrangements or agreements, consistent with their respective national legislation and procedures for that purpose.

**PARAGRAPH V**  
**TRANSFER OF TECHNICAL DATA, INFORMATION, AND GOODS**

The Participants expect to transfer only the technical data (including software), information, and goods necessary to fulfill their respective responsibilities under this MoU, as provided in this Paragraph. The Participants should endeavor to facilitate the licensing for export, as required, all technical data (including software), information, and goods necessary to fulfill their respective responsibilities under this MoU, in accordance with the following provisions:

**5.1.1 Purpose of Transfer and Marketing of Data and Goods**

The transfer of technical data and information for the purpose of discharging the Participants' responsibilities with regard to interface, integration, and safety will normally be made without restriction, except as required by national laws and regulations relating to export control, or the control of classified data. If design, manufacturing, and processing data and associated software, which is proprietary but not export controlled, is necessary for interface, integration, or safety purposes, the transferred data or information and associated software should be appropriately marked.

**PARAGRAPH VI**  
**INTELLECTUAL PROPERTY RIGHTS**

Nothing in this MoU is intended to be construed as granting or implying any rights to, or interest in, patents or inventions of the Participants, institutions acting on their behalf, or their

contractors or subcontractors for activities conducted pursuant to the MoU. In the event of joint undertakings conducted pursuant to this MoU that result in inventions or patents, the Participants intend to conclude separate arrangements to provide for appropriate and equitable protection of intellectual property rights.

**PARAGRAPH VII**  
**DATA ACCESS**

The Participants recognize data sharing is an integral component of any data acquisition activity. Subject to applicable laws and confidentiality requirements, the Participants intend to exchange data on a full and open basis in support of the activities under this MoU seeking to secure the broadest possible access by interested parties. For the purpose of this MoU, this means data are to be exchanged between Participants without charge except as agreed to cover the costs of reproduction and delivery.

**PARAGRAPH VIII**  
**SETTLEMENT OF DISPUTES**

Should disagreements arise on the interpretation of the provision of this MoU that cannot be resolved at the operating level, the area(s) of disagreement should be stated in writing by each Party and submitted to officials of both Parties at an appropriate level for consideration and resolution.

**PARAGRAPH IX**  
**TERMS AND CONDITIONS**

**9.1 Entry into Force**

This MoU will come into effect as of the date of the last signature to this MoU and will remain in effect for ten (10) years. The Parties will review this agreement at least once every three years to determine whether it should be revised, renewed, or terminated.

**9.2 Amendments**

This MoU may be amended or renewed at any time by written consent of both Participants.

**9.3 Termination**

This MoU may be terminated by either Participant providing 180 days written notice to the other Participant or by mutual consent.

**PARAGRAPH X**  
**SIGNATURES**

Signed in Ottawa, Canada, on January 18, 2008, in duplicate, each in the English and French languages, each language version being equally valid.

FOR CANADA  
THE DEPARTMENT OF THE ENVIRONMENT

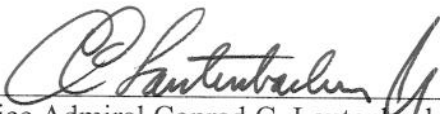


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Michael Horgan, Deputy Minister

Signed in New Orleans, United States of America, on January 21, 2008, in duplicate, each in the English and French languages, each language version being equally valid.

FOR THE UNITED STATES  
DEPARTMENT OF COMMERCE  
NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION



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Vice Admiral Conrad C. Lautenbacher, Jr., U.S. Navy (Ret.)  
Under Secretary of Commerce for Oceans and Atmosphere

# Appendix One

## Governance and Procedures

### 1. Cooperation Steering Committee

The Cooperation Steering Committee (CSC) is responsible for the oversight and coordination of the activities under the MoU and shall provide guidance to the Participants in order to maximize its benefits.

#### 1.1. Membership:

The CSC shall be Co-Chaired by one representative from each of the Participants and consist of an equal number of representatives from each Participant not to exceed five. Members of the CSC shall be nominated by each Co-Chair for consideration by the other Co-Chair and remain members until termination is mutually agreed.

#### 1.2 Function:

The function of the CSC is to provide guidance to the Participants in order to maximize the benefits of the MoU. The CSC will:

- seek common, cooperative solutions to common problems;
- promote interoperability in the collection, analysis, archive, and dissemination of data and products;
- enhance current efforts and to identify opportunities for new cooperative activities; and
- suggest mechanisms through which cooperative efforts can be facilitated, including the participation of other organizations.

To perform its functions, the CSC shall:

- Review the progress of ongoing activities and make recommendations for enhancing their benefit;
- Approve new Annexes, which will be signed by representatives of both organizations implementing the activities;
- Identify gaps and recommend the development of new cooperative activities;
- Recommend appropriate institutions that may contribute to the implementation of joint activities;
- Recommend termination of activities that are no longer considered relevant or beneficial; and
- Assist in resolving disputes between Participants.

### **1.3 Meetings:**

The Participants will conduct regular formal meetings to review the results of joint activities and determine future plans of cooperation.

The formal meetings will be held regularly and alternate between Canada and the United States of America. The date and venue of a meeting will be determined upon mutual consent of the Participants. The costs of organizing the meetings in Canada and the USA will be borne by the hosting Participant.

Two representatives from each Participant will constitute a quorum for a CSC meeting. Minutes of the meeting of the CSC are to be recorded. At a minimum, the minutes will record the approval or termination of activities and any recommendations to activity leaders.

### **2. Annexes**

The terms and conditions for specific activities identified by the Participants will be described in an Annex, which will be appended to this MoU. Annexes are expected to provide the CSC with information on the:

- (1) Specific detail on the nature and scope of activities to be undertaken;
- (2) Individual and joint responsibilities of the Participants and their partners; and
- (3) Coordination mechanism which identifies the administrative, technical or scientific points of contact from each Participant responsible for reporting to the CSC.

All changes to the Annexes are to be documented in writing to the CSC.