

No. 26534

**UNITED STATES OF AMERICA
and
CANADA**

**Memorandum of Understanding concerning cooperation in
marine transportation technology and systems research
and development. Signed at Ottawa on 18 June 1981**

Authentic text: English.

Registered by the United States of America on 27 April 1989.

**ÉTATS-UNIS D'AMÉRIQUE
et
CANADA**

**Mémorandum d'accord concernant la coopération en ma-
tière de recherche-développement sur les techniques et
systèmes de transport maritime. Signé à Ottawa le
18 juin 1981**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 27 avril 1989.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE DEPARTMENT OF COMMERCE OF THE UNITED STATES OF AMERICA AND THE DEPARTMENT OF TRANSPORT OF CANADA CONCERNING COOPERATION IN MARINE TRANSPORTATION TECHNOLOGY AND SYSTEMS RESEARCH AND DEVELOPMENT

I. This Memorandum of Understanding (MOU) between the Department of Commerce of the United States of America and the Department of Transport of Canada outlines a program to undertake maximum practicable cooperation in the field of marine transportation research and development for the purpose of:

- (a) Pursuing scientific research and technological development in the field of marine transportation to meet the challenges of ever-increasing requirements facing the water transport mode;
- (b) Finding answers to common marine transportation problems that have not yet been solved;
- (c) Promoting a functional division of the activities related to research and development in the field of marine transportation to reduce the duplication of parallel national efforts to the end that such cooperation will advance marine transportation technologies and systems; and
- (d) Implementing the necessary port facilities and ship systems to serve developing marine markets for the mutual benefit of U.S. and Canadian citizens.

II. In view of the benefits accruing from this MOU, the Department of Commerce of the United States of America and the Department of Transport of Canada agree as follows:

(a) The two Departments will undertake to develop a program of research and development (R&D) cooperation in the field of marine transportation that will emphasize, but not be limited to, application to Arctic, inland and coastal waters.

(b) The aim of the research program will be to intensify cooperation between the marine transportation experts of the two countries and seek out additional opportunities for them to exchange ideas, skills, and techniques, to work together in new environments and to utilize special facilities, to attack problems of mutual interest and develop joint research arrangements related to projects and programs of the two Departments or of other organizations.

(c) To the extent agreed upon, the two Departments will exchange transportation experts, exchange information for the purpose of exploring specific areas of cooperation, and pursue joint research projects through task and cost-sharing. Specific terms of such cooperation will require the joint approval of both Departments and will be covered by a Joint Research Project Arrangement (JRPA) for each specific activity.

(d) It is understood that the nature and pace of the programs of cooperation will be subject to compliance with the applicable respective national laws and

¹ Came into force on 18 June 1981 by signature, in accordance with article V.

regulations of each country and will be contingent upon the availability of each Department's funds.

III. The cooperative activities covered by this MOU will be carried out for the Department of Commerce by the Maritime Administration (MarAd) and for the Department of Transport by the Canadian Marine Transportation Administration (CMTA).

IV. In order to realize the purpose set forth in Section II above, it is agreed that:

(a) MarAd and CMTA will exchange information and experiences and will undertake cooperative activities in specific areas as may subsequently be agreed in writing.

(b) Exchanges of information related to marine transportation technology and systems R&D will proceed on the basis of this MOU. However, at the request of either MarAd or CMTA, and in any case where cooperative activity may involve cost-sharing, joint research project arrangements will be concluded in writing. These arrangements will prescribe the respective commitments of MarAd and CMTA with regard to the information to be exchanged, the particulars and schedules of work to be accomplished, and the details of any cost-sharing.

(c) The U.S. Department of Commerce designates as Program Coordinator for purposes of this Memorandum of Understanding the Assistant Administrator for Research and Development, U.S. Maritime Administration. The Program Coordinator for Transport Canada will be Deputy Administrator, Marine Policy and Planning. The Program Coordinators are authorized, subject to their respective national laws and regulations, to:

- (i) Conclude project arrangements on behalf of MarAd or CMTA except contractual agreements;
- (ii) Designate project officers responsible for each of the areas of mutual interest as may be subsequently agreed; and
- (iii) Arrange for regular reviews of the status of the activities undertaken in accordance with this MOU.

(d) Except as may be provided in supplemental project arrangements, MarAd and CMTA, separately will each bear the direct costs of its participation in cooperative activity pursuant to this MOU. It is understood that all activities conducted pursuant to this MOU are subject to the availability of appropriated funds.

(e) In connection with exchanges of technical and economic data between MarAd and CMTA, any conditions or limitations placed upon further dissemination of the data by the agency providing it will, subject to domestic law, be strictly observed and enforced by the recipient party.

(f) The nature and timing of any reports arising from task-sharing and cost-sharing projects will be provided for in the relevant project arrangements. Any project participant will have an opportunity to review and comment upon the reports in draft form prior to their final publication. Dissenting views of project participants will be included in final reports if so requested.

(g) MarAd and CMTA will seek to assure the accuracy of all data and information exchanged pursuant to this MOU, but the accuracy of such data and

information is not guaranteed, and neither MarAd nor CMTA will hold the other responsible with respect thereto.

V. This MOU will come into effect upon signature by both Departments and will remain in effect subject to twelve months' written notice of termination by either signatory to the other, provided that such task-sharing or cost-sharing projects ongoing at the time of termination as may be the subject of separate project arrangements will be completed in accordance with their agreed terms and schedules.

VI. This MOU may be amended by mutual agreement in writing.

DONE at Ottawa, Ontario, this 18th day of June 1981.

For the Department of Commerce
of the United States of America:

[Signed — Signé]¹

Deputy Assistant Secretary
for Maritime Affairs
Department of Commerce

For the Department of Transport
of Canada:

[Signed — Signé]²

Administrator,
Marine Administration
Department of Transport

¹ Signed by Bruce A. McAllister — Signé par Bruce A. McAllister.

² Signed by G. M. Sinclair — Signé par G. M. Sinclair.