



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF NATURAL RESOURCES OF CANADA
AND THE MINISTRY OF ENERGY AND MINING OF THE ARGENTINE REPUBLIC
ON COLLABORATION FOR SUSTAINABLE
MINERAL RESOURCES DEVELOPMENT**

**THE DEPARTMENT OF NATURAL RESOURCES OF CANADA (“NRCAN”) AND THE
MINISTRY OF ENERGY AND MINING OF THE ARGENTINE REPUBLIC (“MINEM”),
hereinafter referred to as the “Participants”,**

RECOGNIZING that Canada and the Argentine Republic derive substantial socio-economic benefits from natural resource development;

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

SEEKING to generate economic growth, prosperity for communities and ensure environmental stewardship in the sustainable development of mineral resources;

SHARING a commitment to promote responsible industry practices along the complete mining value chain;

BUILDING on a renewed commitment to collaborate in earth sciences between the respective geological surveys and to strengthen cooperation in mineral policy, science and technology and cooperation in multilateral fora;

SEEKING to foster constructive multi-stakeholder dialogue and public-private collaboration on mining policy and sustainable resource governance;

HAVE REACHED the following understanding:

1. OBJECTIVES

The objective of this Memorandum of Understanding (MOU) is to establish a framework for cooperation between the Participants, through, *inter alia*:

- (i) the exchange of information, knowledge and technical expertise;

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- (ii) meetings of officials;
- (iii) workshops, seminars and other mechanisms in areas of mutual interest;
- (iv) meetings with industry, academia and other stakeholder groups; and,
- (v) public-private initiatives.

2. AREAS OF COOPERATION

The Participants understand that their cooperation may include the following areas:

- (i) sustainable mineral resource governance;
- (ii) environmental stewardship;
- (iii) corporate social responsibility and responsible industry practices, including the Guiding Principles on Business and Human Rights of the United Nations and the Voluntary Principles of Security and Human Rights;
- (iv) technologies in support of mining industry environmental best practices;
- (v) strengthening industry competitiveness;
- (vi) cooperation in regional and multilateral fora of mutual interest;
- (vii) promote the development of mining supply chains;
- (viii) sustainable community development;
- (ix) exchange of data and information about the private sector, mining projects and relevant aspects of mining for public policy design;
- (x) information management technologies; and,
- (xi) public participation and prior, free and informed consultation processes with Indigenous peoples and/or local communities affected by mineral development projects.

3. CONTACT PERSONS AND COMMUNICATIONS

- (a) The Participants designate the Lands and Minerals Sector of NRCan and the Undersecretariat of Sustainable Mining of MINEM, to ensure the execution of cooperation activities carried out under this MOU.



- (b) The Participants understand that their communications in relation to cooperation activities carried out under this MOU will be in writing, through officials they respectively appoint for the purpose of coordinating such activities.

4. PERSONNEL AND COSTS

- (a) The Participants understand that all cooperation activities carried out under this MOU are subject to the availability of their respective resources.
- (b) Unless they mutually decide otherwise in writing, the Participants will pay for the costs they each incur in conducting cooperation activities under this MOU.
- (c) The Participants understand that the personnel they designate for the execution of this MOU will continue to work under their respective mandates. Their activities are not intended to create an employment relationship with any other organization or institution.

5. COMPLIANCE WITH APPLICABLE LAW

The Participants will carry out their activities under this MOU in accordance with the applicable law of their respective country. The Participants understand that personnel visiting the other Participant to participate in a cooperation activity carried out under this MOU may not participate in any activity outside their duties.

6. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- (a) The Participants recognize that cooperation activities carried out pursuant to this MOU will be applied in accordance with the Participants' respective applicable laws, statutes, regulations and other independent regulatory requirements.
- (b) Each Participant will treat as confidential, to the extent permitted under its national laws, information provided by the other Participant in connection with cooperation under this MOU with a request for confidential treatment of that information.
- (c) The Participants understand that all information and experience obtained or generated pursuant to this MOU will remain the property of the Participant that provided it but will be available for use by the receiving Participant.
- (d) Neither Participant will divulge to any third parties any confidential nor proprietary information received under this MOU from the other Participant, without the other Participant's prior written consent.



- (e) The Participants understand that they may be involved with various third parties, either directly and 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, which will be regulated in accordance with their respective national laws.
- (f) The Participants understand that nothing in this MOU will be construed as requiring them to disclose to one another any confidential information that is proprietary to them or a third party.

7. MEETINGS AND WORK PROGRAM

- (a) To plan and implement the cooperative activities under this MOU, the Participants will jointly develop annual work plans, including objectives, deliverables, expected outcomes, time frames and an analysis of the necessary resources to accomplish them.
- (b) The Participants will meet regularly, but at least once a year, in person or virtually, to review progress and to define elements of the future work program.

8. INTERPRETATION AND APPLICATION

The Participants may consult each other, at any time, in order to address any issue regarding the interpretation or application of this MOU.

9. LEGAL STATUTE

The Participants acknowledge that this MOU is not an international agreement and does not create any legally binding obligations under international law.

10. FINAL DISPOSITIONS

- (a) This MOU will come into effect on the date of the last signature by the Participants and will remain in effect for five (5) years. The Participants may extend this MOU upon their mutual written consent.
- (b) The Participants may amend this MOU upon their mutual written consent. Any amendment will be made in writing, specifying its effective date.
- (c) Either Participant may terminate this MOU by giving a thirty (30) days written note to the other Participant.



- (d) The Participants understand that, unless they mutually decide otherwise in writing, the termination of this MOU will not affect the conclusion of any cooperative activities carried out under this MOU.

SIGNED in duplicate at *Banloche* on the *14* day of *June* 2018,
in the English, French, and Spanish languages, each version being equally valid.



**FOR THE DEPARTMENT OF
NATURAL RESOURCES
OF CANADA**



**FOR THE MINISTRY OF ENERGY
AND MINING OF
THE ARGENTINE REPUBLIC**