

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE DEPARTMENT OF TRANSPORTATION OF THE  
UNITED STATES OF AMERICA**

**AND**

**THE DEPARTMENT OF TRANSPORT OF CANADA**

**CONCERNING COOPERATION IN TRANSPORTATION  
RESEARCH AND DEVELOPMENT**

**ADDENDUM NUMBER: 9**

**Addendum**  
**to the**  
**Memorandum of Understanding**  
**between the**  
**Department of Transportation of the United States of America**  
**and the**  
**Ministry of Transport of Canada**

I. This Addendum to the Memorandum of Understanding between the Department of Transportation of the United States of America (hereinafter referred to as "DOT") and the Ministry of Transport of Canada (hereinafter referred to as "Transport Canada"), entered into on June 18, 1970, sets forth terms under which DOT and Transport Canada will conduct cooperative activities in transportation research and development.

II. The purpose of this Addendum is to promote mutually beneficial cooperation in the field of transportation research and development including the exchange of data and statistics.

III. Cooperative activities authorized by the Memorandum of Understanding and this Addendum will be carried out for DOT by the Transportation Systems Center (TSC) and for Transport Canada by the Transportation Development Centre (TDC).

IV. In order to realize the benefits of cooperation pursuant to this Addendum, it is agreed that:

- A. DOT and Transport Canada will exchange information and experience and will conduct joint cooperative activities in the particular areas identified in paragraph V below and in such additional areas as may subsequently be agreed in writing.
  
- B. Cooperative activities may include exchanges of information and data, joint seminars and workshops, collaborative research, sharing of research data and research results, or other activities as the Coordinators determine.
  
- C. Exchanges of information in the identified areas will proceed on the basis of this Addendum. However, upon agreement by both DOT and Transport Canada, and in any case where cooperative activity involves cost-sharing or task-sharing, written project agreements will be concluded. These agreements will describe the respective commitment of DOT and Transport Canada with regard to the information to be exchanged, the particulars and approximate schedules of work to be accomplished, and the details of any cost-sharing or task-sharing. The nature and timing of any reports arising from cost-sharing and task-sharing projects will be provided for in the relevant project agreements.

D. DOT and Transport Canada designate Program Coordinators for the purpose of this Addendum as follows:

FOR DOT: Director, Transportation Systems Center

FOR TRANSPORT CANADA: Executive Director

Transportation Development Centre

The Coordinators shall arrange to review the status of the program established by this Addendum at least once each year and to agree upon an agenda of cooperative activities for the upcoming year. A joint memorandum shall be prepared at the conclusion of each meeting which describes the cooperative activities to be undertaken, the responsibilities of each Center and the schedule for presentation of results.

The location of review meetings shall alternate between the Transportation Systems Center, Cambridge, Massachusetts, U.S.A., and the Transportation Development Centre, Ottawa, Ontario, Canada.

E. Except as may be provided in supplemental project arrangements, DOT and Transport Canada will each bear the direct costs of its participation in cooperative

activity pursuant to this Addendum. It is understood that all activities conducted pursuant to this memorandum are subject to the laws and regulations of the Parties and to the availability of appropriated funds and personnel resources.

- F. In connection with exchanges of technical data between DOT and Transport Canada, any conditions or limitations placed upon further dissemination of the data by the side providing it will be respected by the recipient.
- G. Both Parties will have the opportunity to review and comment on reports of results of cooperative activities prior to their publication. Dissenting views of either Party will be included in final reports, and final reports may not be published without the concurrence of both Parties.
- H. DOT and Transport Canada will seek to assure the accuracy of all data and information exchanged pursuant to this Addendum; but the accuracy of such data and information is not guaranteed, and neither agency will hold the other responsible with respect thereto.

V. Cooperative activities may address the following areas of mutual interest for the purpose of this Addendum: air, ground, marine, and pipeline transportation systems and technologies; and may include consideration of issues such as safety, security of persons, property and information, communications, management of transportation data, and other matters as may subsequently be agreed.

VI. This Addendum will come into effect upon the date of signature set forth below and will remain in effect, until terminated by either Party upon six months' written notice to the other. Task-sharing or cost-sharing projects ongoing at the time of termination will be completed in accordance with the agreed terms and schedules contained in project agreements.

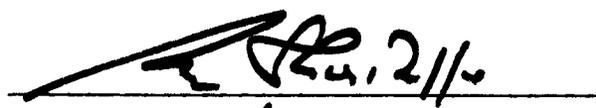
VII. This Addendum may be amended by mutual agreement in writing.

For the Department of  
Transportation of the United  
States of America

  
Date: June 23, 1988

/s/ Mimi Dawson

For the Ministry of Transport  
of Canada

  
Date: June 23, 1988

/s/ Glen Shortliffe