

MEMORANDUM OF UNDERSTANDING

BETWEEN

GEOLOGICAL SURVEY OF BANGLADESH (GSB)

AND

URBAN DEVELOPMENT DIRECTORATE (UDD)

ARTICLE 1 - SCOPE AND OBJECTIVES OF MEMORANDUM

In order to provide an improved mechanism for scientific and technical cooperation and collaboration in the Earth sciences, the Geological Survey of Bangladesh (hereinafter referred to as the GSB) and the Urban Development Directorate (hereinafter referred to as the UDD) have agreed to areas of potential joint working, as defined in Article 3 below. Both the GSB and the UDD, being the national organization of Bangladesh, recognize the importance of the geosciences in urban planning and national sustainable development considering environmental protection, geo-hazard issues to enhance the quality of life.

The main purpose of this MoU is to enable a two-way sharing and transfer of skills, data, knowledge & information and the provision of advice and services as per agreed working areas.

ARTICLE 2 - BACKGROUND OF THE ORGANIZATION

GEOLOGICAL SURVEY OF BANGLADESH: GSB conducts geoscientific activities and systematic geological mapping within Bangladesh territory. GSB has been entrusted with the responsibilities of geological mapping, investigation and exploration of mineral resources (excepting oil and gas) and other geo-scientific research works. In addition to these activities, GSB conducts geological investigation in connection with various civil engineering constructions, water resources management, and various sorts of land use, geo-environmental studies, Geo-hazards and Engineering geological mapping. GSB advises the government, semi-government and private organizations on matters related to geology.

URBAN DEVELOPMENT DIRECTORATE (UDD): UDD is one of the largest public sector organizations in Bangladesh entrusted for policy making related to urbanization, land use and land development. UDD prepare and co-ordinates Urban, Rural Regional plans, master plans and detailed layout and site plans for the existing as well as the new urban centers excluding the area covered by the present town development authorities of Dhaka, Chattogram, Khulna, Rajshahi, Cox's Bazar and Gazipur. Another objectives of UDD's activities are to undertake socio-economic research and collection of data for determination of the location and pattern of future urban development. UDD act as a counterpart organization and focal point in the government for all internationally aided physical planning and human settlement programs in the country. UDD prepares programs for urban development execution by the sectoral agencies and secure approval of those from the National Council and assist the agencies in selection of sites for implementing of those programs.

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ARTICLE 3 – THE EMPHASIS FOR JOINT WORKING AREA WILL BE AS FOLLOWS:

- Exchange of information and expertise in the field of Geotechnical study, Geological information, urban, rural and regional planning and development
- Climate change and its impacts in the urban and rural areas of Bangladesh
- Analysis and evaluation of data for geo-hazard analysis and monitoring
- Transfer of know-how and technology on non-commercial basis
- Other areas, as may be agreed upon by the parties

This list of topics will be reviewed periodically and amended as necessary by an exchange of letters. Joint activities will be defined and governed by the principles of project-based management.

ARTICLE 4 - SOURCES OF FUNDS

No financial obligations or commitments are implied by this MoU. Under agreed collaborative activities each party will normally bear the cost of its own participation. Appropriate financial arrangements arising out of specific, agreed individual projects are not precluded. Where appropriate, UDD and GSB will seek funding from third parties, and advise each other, accordingly.

ARTICLE 5 - REPORTS, DOCUMENTS AND RELEASE OF INFORMATION

Subject to the applicable rules and regulations of the two parties, information, including data maps and reports arising from collaborative activities shared by both the parties may only be used in the concern of the public interest. Any intellectual property rights (IPR) applying to material produced by both parties will be properly acknowledged. Neither party can use the shared data, maps and reports in personal or commercial purpose. On the written consent of both parties shared information can be disseminated.

ARTICLE 6 - PROGRAMME REVIEW

It is anticipated that representatives of the two parties will, at mutually agreed intervals, review the progress of activities conducted under this MoU and make plans for future activities.

ARTICLE 7 - DISCLAIMER

Notwithstanding the best professional endeavors of both parties, each party totally disclaims any warranty with regard to the accuracy, validity, or fitness for any particular purpose of the information it supplies under this agreement.

ARTICLE 8 - PROJECT ANNEXES

If any activity agreed upon consequent to this MoU, which involves, in the view of both parties, a substantial amount of manpower and/or expenditure of funds, will be defined in a project description (plan), which will be considered as an annex to this MoU and subject to a separate agreement. The agreement will set forth project goals, context, work plan, milestones, staffing requirements, estimated costs, source of funds, and conditions of contract.





ARTICLE 9 - LIMITATION OF LIABILITY

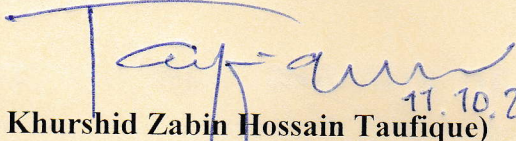
Neither party to this MoU will assert a claim against the other for damages arising from collaborative activities under this MoU. With respect to third parties, each party to this MoU will accept liability, to the extent authorized by its domestic laws, for damages arising only from its own negligence and willful misconduct, or that of its employees or agents, under this MoU.

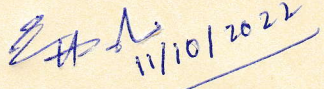
ARTICLE 10 - DISPUTE

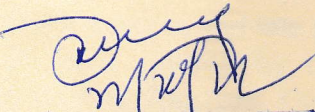
In the event of a dispute, controversy or claim between the parties arising out of or relating to this MoU or an agreement concerning any activity or project undertaken pursuant thereto, the Parties shall attempt to reach an amicable resolution in good faith. All collaborative joint efforts undertaken by GSB and UDD shall not conflict with the laws, regulations or operative directives of the country.

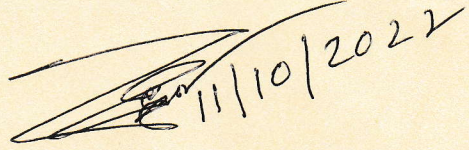
ARTICLE 11 - ENTRY INTO FORCE AND TERMINATION

This MoU shall enter into force upon signature by both parties and remain in force until next 05 (five) years and can be renewed upon the consent of both the parties. This MoU can be terminated by either party upon ninety (90) days written notice of termination to the other party.


(Dr. Khurshid Zabin Hossain Taufique)
Director
Urban Development Directorate (UDD)
Dhaka, Bangladesh


(Mohammad Elius Hossain)
Director General (Additional Charge)
Geological Survey of Bangladesh (GSB)
Dhaka, Bangladesh

Witness:

আব্দুল মালিক
উপ-পরিচালক (গবেষণা ও সমন্বয়)
অতিরিক্ত দায়িত্ব
নগর উন্নয়ন অধিদপ্তর, ঢাকা।


Witness: (MD. KAMAL HOSSAIN)
Director (Geology)
Geological Survey of Bangladesh
Ministry of Power, Energy and
Mineral Resources.