

SCIENTIFIC COOPERATION

Earth Sciences

**Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and AUSTRALIA**

Signed at Reston and Sydney
February 2 and 25, 2009



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

AUSTRALIA

Scientific Cooperation: Earth Sciences

*Memorandum of understanding signed
at Reston and Sydney February 2 and 25, 2009;
Entered into force February 25, 2009.*

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. GEOLOGICAL SURVEY OF THE
DEPARTMENT OF THE INTERIOR
OF THE
UNITED STATES OF AMERICA
AND THE
COMMONWEALTH OF AUSTRALIA
AS REPRESENTED BY ITS BUREAU OF METEOROLOGY
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE EARTH SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The U.S. Geological Survey of the Department of the Interior of the United States of America (hereinafter "USGS"), and the Commonwealth of Australia as represented by its Bureau of Meteorology (hereinafter "BOM") hereby arrange to pursue scientific and technical cooperation in the earth sciences in accordance with this Memorandum of Understanding (hereinafter "Memorandum").
2. The purpose of this Memorandum is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical knowledge between the USGS and BOM (hereinafter "Party" or "Parties") with respect to the earth sciences.
3. This Memorandum is subject to the Agreement Relating to Scientific and Technical Cooperation between the Government of the United States of America and the Government of Australia (hereinafter "S&T Agreement"), signed February 28, 2006.
4. The Parties will encourage and facilitate, where appropriate, the development of direct contacts and cooperation among government agencies, universities, research centers, institutions, private sector companies and other entities of the Parties.
5. Each Party may, with the consent of the other Party and to the extent permitted by the laws and policies of each Party's Government, invite other government entities or agencies of the United States of America and Australia, and other entities, including scientists, technical experts, governmental agencies and institutions of third countries or international organizations, to participate in activities undertaken pursuant to this Memorandum, subject to such terms and conditions as the Parties may specify.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Memorandum may consist of exchanges of technical information, visits, participation in training courses, conferences and symposia; the exchange of professional geoscientists in areas of mutual interest; and any other cooperative research consistent with ongoing programs of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

- A. Surface water studies;
- B. Ground water studies;
- C. Water quality studies;
- D. Water use studies;
- E. Hydrology;
- F. Water resources information;
- G. Water resources assessment;
- H. Water allocations;
- I. Water trading;
- J. Water accounting;
- K. Water related hazards;
- L. Land resource mapping;
- M. Information management, specifically information systems and development and application of databases;
- N. Geographic Information Systems (GIS);
- O. Water resources information awareness and education;
- P. Water resources and related mapping using advanced computer-assisted technologies;
- Q. Research in advance water resources survey and mapping processing, interpretations, and applications;
- R. Multi-disciplinary application and validation of remote sensing; and

S. Paleo-hydrological studies.

2. Activities under this Memorandum will be undertaken in accordance with the laws, regulations, and procedures of each country.

ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this Memorandum will be subject to the availability of personnel, resources, and funds. This Memorandum will not be construed to obligate any particular expenditure or commitment of resources or personnel. In accordance with Article VIII below, the Parties will agree in writing upon specific Project Annexes, before the commencement of each activity pursuant to this Memorandum.

ARTICLE IV. FEE AND TAX EXEMPTION

1. In accordance with its laws and regulations, each Party will work toward obtaining, on behalf of the other Party, relief from taxes, fees, customs duties, and other charges (excluding fees for specific services rendered) levied with respect to:

A. All transfer, ownership, construction, renovation, or maintenance of facilities or property by or on behalf of the other Party to implement this Memorandum;

B. The import, purchase, ownership, use, or disposition (including export) of goods and services by or on behalf of the other Party in support of activities under this Memorandum; and

C. Personal property of personnel of the other Party or entities of that Party implementing provisions of this Memorandum.

ARTICLE V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum will be governed by the provisions of Annex I of the S&T Agreement. Provisions for the protection of classified information and unclassified export-controlled information and equipment are set forth in Annex II of the S&T Agreement.

ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party under this Memorandum will be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE VII. PLANNING AND REVIEW OF ACTIVITIES

Each Party will designate a principal representative who, at such times as are mutually agreed upon by the Parties, will meet with the other Party's representatives to review the activities under this Memorandum and develop proposals for future activities, as appropriate.

ARTICLE VIII. PROJECT ANNEXES

Any activity carried out under this Memorandum will be arranged in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals is contemplated, such activity will be described in an arranged Project Annex to this Memorandum, which will set forth, in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and the terms of a Project Annex, the terms of this Memorandum will control.

ARTICLE IX. ENTRY INTO FORCE, AMENDMENT, AND TERMINATION

This Memorandum will enter into force upon signature of both Parties' and will remain in effect until terminated at any time by either Party upon ninety (90) days prior written notice to the other Party. Unless otherwise arranged, the termination of this Memorandum will not affect the validity or duration of projects under this Memorandum that are initiated prior to such termination. This Memorandum may only be amended by written agreement of the Parties.

Done in duplicate at Reston and Sydney in the English language.

FOR THE U.S. GEOLOGICAL SURVEY
OF THE DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA:

Suzette M. Kimball
Signature

Suzette M. Kimball
Name

Acting Director
Title

2 February 2009
Date

FOR THE COMMONWEALTH OF
AUSTRALIA AS REPRESENTED
BY ITS BUREAU OF METEOROLOGY:

Neville A. Smith
Signature

Neville Smith
Name

Acting Director
Title

25 FEBRUARY 2009
Date