

Acuerdos Bilaterales

Clasificación: 29-2003

Fecha de Ingreso: 20 de mayo de 2003

Nombre de Acuerdo: Memorandum of Understanding concerning Scientific and Technical Cooperation in the Earth Sciences

Materia: Medio Ambiente

Partes: SG/OEA & U.S. Geological Survey of the Department of the Interior of the United States of America

Referencia: USGS (Department of the Interior of the United States of America)

Fecha de Firma: 23 de abril de 2003

Fecha de Inicio: 23 de abril de 2003

Fecha de Terminación:

Lugar de Firma: Reston, Virginia / Washington, D.C

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND THE
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE EARTH SCIENCES

The Participants to this Memorandum of Understanding ("MOU"), the U.S. Geological Survey ("USGS") of the Department of the Interior of the United States of America, and the General Secretariat of the Organization of American States ("GS/OAS").

Considering that the Participants have decided to pursue cooperation in activities of mutual interest including providing training and technical assistance for resource management personnel in Latin America and the Caribbean and technical cooperation in the earth sciences in accordance with this non-binding MOU.

Recognizing that the General Secretariat ("GS/OAS") is the central and permanent organ of the Organization of American States.

Now, wherefore have reached the following understanding:

ARTICLE I. OBJECTIVES

1.1 The purpose of this MOU is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the Participants with respect to the earth sciences.

ARTICLE II. COOPERATIVE ACTIVITIES

2.1 Forms of cooperation under this MOU should consist, without limitation, of exchange of technical information, visits, training, and cooperative research consistent with ongoing programs of the Participants. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

- A. Earth science investigations, including hazards, resources and environment;
- B. Biology, biological investigations and technical developments;

- C. Geospatial data applications;
- D. Water resources and other hydrologic investigations; and
- E. Information systems.

2.2 To the extent permitted by the applicable policies, laws, and other rules of the Participants, each may invite other governmental and non-governmental entities to participate in activities undertaken pursuant to this MOU.

2.3 Each Participant should undertake the activities under this MOU in accordance with its respective rules, practices, and procedures.

2.4 The information and data exchange between the Participants will be of a non-proprietary nature. In the unlikely event of a change in the status of information and data exchanged, the Participants should immediately consult with each other concerning the change.

ARTICLE III. AVAILABILITY OF RESOURCES

3.1 Cooperative activities under this MOU are subject to the availability of personnel, resources, and funds.

3.2 By itself, this MOU does not obligate any particular expenditure or commitment of resources or personnel. Prior to commencing any cooperative activity other than the exchange of technical information or visits of individuals under this MOU involving the direct expenditure of resources, the Participants should enter into a Project Annex (PA) in accordance with Article VI below. Each PA should set out any financial and other binding obligations with respect to the activity.

ARTICLE IV. DISPUTES

4.1 All written disputes between the Participants arising out of, or in connection with the MOU or the breach thereof, should be settled primarily by mutual decision.

4.2 Nothing in this MOU constitutes a waiver, express or implied, of the privileges and immunities of the Participants under law.

ARTICLE V. DISCLAIMER ON INFORMATION EXCHANGED

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

ARTICLE VI. PROJECT ANNEXES

6.1 Whenever more than the exchange of technical information or visits of individuals is contemplated, such activity should be described in an agreed Project Annex to this MOU, which sets out, in terms appropriate to the activity, a Principal Representative, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this MOU.

6.2 In the case of any inconsistency between the terms of this MOU and the terms of a Project Annex, the terms of this MOU should control.

ARTICLE VII. OTHER GENERAL CONDITIONS

7.1 This MOU commences upon the date it is signed by the last of the Participants to sign it, and the activities provided for hereunder may commence immediately thereafter.

7.2 Unless otherwise provided in a specific Project Annex, either Participant, upon prior written notice to the other, may discontinue any activity provided for under this MOU. Such notice must be given with a reasonable time, in light of all the circumstances.

7.3 Either Participant may terminate this MOU with sixty days' advanced written notice to the other. Unless otherwise provided in the corresponding Project Annex, such termination should not affect the validity or duration of projects under this MOU that have been initiated prior to such termination.

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



Signature

Charles G. Groat
Director

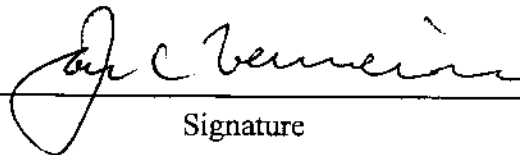
APRIL 23, 2003

Date

RESTON, VA

Place

FOR THE GENERAL SECRETARIAT
OF THE ORGANIZATION OF
AMERICAN STATES:



Signature

Richard Meganck
Director
Unit for Sustainable Development and
Environment

March 17, 2003

Date

Washington, D.C.

Place