No. 16578

UNITED STATES OF AMERICA and JAPAN

Memorandum of Understanding on participation and cooperation of Japan in the International Phase of Ocean Drilling of the Deep Sea Drilling Project. Signed at Tokyo on 18 July 1975

Authentic text: English.

Registered by the United States of America on 27 April 1978.

ÉTATS-UNIS D'AMÉRIQUE et JAPON

Mémorandum d'accord en ce qui concerne la participation et la coopération du Japon à la Phase internationale de forage des océans relevant du Projet de forage à grande profondeur. Signé à Tokyo le 18 juillet 1975

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 27 avril 1978.

MEMORANDUM OF UNDERSTANDING BETWEEN THE OCEAN RESEARCH INSTITUTE OF THE UNIVERSITY OF TOKYO AND THE U.S. NATIONAL SCIENCE FOUNDATION ON PARTICIPATION AND COOPERATION OF JAPAN IN THE INTERNATIONAL PHASE OF OCEAN DRILLING OF THE DEEP SEA DRILLING PROJECT

The Ocean Research Institute (ORI) of the University of Tokyo and the U.S. National Science Foundation (NSF) agree to cooperate in NSF's program of ocean drilling, the International Phase of Ocean Drilling (IPOD) of the Deep Sea Drilling Project (DSDP), under the conditions and work plans stated as follows:

- 1. (A) The Ocean Research Institute of the University of Tokyo agrees to participate in the International Phase of Ocean Drilling of the Deep Sea Drilling Project beginning on August 1, 1975. The Ocean Research Institute of the University of Tokyo will contribute, within the budgetary appropriation, one million U.S. dollars per annum to NSF. As for the period from August 1, 1975, to March 31, 1976, the Ocean Research Institute of the University of Tokyo will pay eight-twelfths of one million dollars.
- (B) Should the IPOD be suspended by the National Science Foundation, the sum of one-twelfth of the contribution of Japan for that 12-month period for which the contribution was given multiplied by the number of months remaining in that 12-month period will be refunded by NSF to the Ocean Research Institute of the University of Tokyo.
- (C) The financial contributions of all participating countries in the IPOD will be commingled to support the total program costs.
- 2. The representative of the Ocean Research Institute of the University of Tokyo will be a member of the Executive Committee of the IPOD scientific advisory system constituted to provide scientific advice to the Scripps Institution of Ocean-ography, which executes the IPOD in accordance with a contract between the National Science Foundation and the University of California. The representative will recommend to the Scripps Institution of Oceanography the names of qualified Japanese scientists for membership on the planning committee and panels of the scientific advisory system.

All members of the scientific advisory system will have an equal voice in deliberations of its executive committee, planning committee and panels.

3. (A) The Scripps Institution of Oceanography has the right to form the scientific team and select its members for each cruise. NSF will ensure that the Scripps Institution of Oceanography will make available space, on the average, for one to two Japanese scientists on each cruise of the D/V Glomar Challenger or other ship assigned to perform the same functions during the IPOD, taking into consideration the limited space for shipboard scientists aboard the D/V Glomar Challenger or other ship and the need for equitable treatment for all non-U.S.

¹ Came into force on 18 July 1975 by signature, with effect from 1 August 1975, in accordance with section 11 (A).

participating countries. NSF recognizes that the participation of more than two Japanese scientists may be appropriate in some cruises that may be of special scientific interest to Japanese scientists.

- (B) The Ocean Research Institute of the University of Tokyo will recommend to the Scripps Institution of Oceanography the names of highly qualified Japanese scientists as cruise scientists. It will also recommend to the Scripps Institution of Oceanography the names of highly qualified technicians to participate in cruises as members of the drilling party.
- (C) The Ocean Research Institute of the University of Tokyo will be able to propose to the Scripps Institution of Oceanography that a Japanese scientist serve as co-chief scientist during some of the cruises of the D/V Glomar Challenger.
- (D) Questions regarding health, accident and liability insurance will be dealt with by separate correspondence between the NSF and the Ocean Research Institute of the University of Tokyo.
- 4. The following costs incurred by Japanese participants in IPOD will be paid by the Scripps Institution of Oceanography which executes the IPOD of the DSDP:
- (A) The cost of internal U.S. travel and per diem of the members or their alternates designated by the Ocean Research Institute of the University of Tokyo to participate in working sessions of the executive committee, planning committee, and panels of the scientific advisory system;
- (B) The cost of per diem for Japanese scientists and technicians on board the D/V Glomar Challenger or other ship assigned to perform the same functions;
- (C) The cost of internal U.S. travel and per diem for post-cruise conferences required for the preparation of the *Initial Reports of the Deep Sea Drilling Project* or equivalent publication.

All other costs of participation will be paid by the Ocean Research Institute of the University of Tokyo.

- 5. (A) In the selection of cruise areas, due consideration will be given to reflect adequately the interest of the Japanese scientists.
- (B) The Ocean Research Institute of the University of Tokyo will make efforts to conduct geophysical site surveys of drilling sites using Japanese ships as available, in order to facilitate selection of specific sites to be drilled. These site surveys will be discussed between the Ocean Research Institute of the University of Tokyo and the Scripps Institution of Oceanography.
- 6. (A) NSF will ensure that the Ocean Research Institute of the University of Tokyo will have access equivalent to that of other participating countries to IPOD data and core samples without undue delay.
- (B) The Ocean Research Institute of the University of Tokyo will coordinate the various research activities of Japanese scientists on IPOD data and core samples.
- (C) The Ocean Research Institute of the University of Tokyo will endeavor to ensure that the scientific data resulting from the analysis of core samples and data will be provided to the Scripps Institution of Oceanography without undue delay for preparation of the *Initial Reports of the Deep Sea Drilling Project* or their equivalent.

- 7. (A) NSF will provide the Ocean Research Institute of the University of Tokyo with 100 copies of each volume of the *Initial Reports of the Deep Sea Drilling Project* or their equivalent, beginning with volume 30 of the DSDP, and an appropriate number of Initial Core Descriptions without undue delay.
- (B) The Japanese side may translate those volumes of the *Initial Reports of the Deep Sea Drilling Project*, or equivalent, distributed by NSF to the Ocean Research Institute of the University of Tokyo, into the Japanese language and may publish them in Japan, in full or part, without payment to or additional agreements with NSF.
- (C) The Ocean Research Institute of the University of Tokyo will provide NSF with copies of as many Japanese publications as possible that are based on IPOD materials. The American side may translate copies of those publications of which the Ocean Research Institute of the University of Tokyo is the copyright holder into English and publish them in the United States, in full or in part, without payment to or additional agreements with the Ocean Research Institute.
- 8. NSF will seek to facilitate without undue delay, to the extent feasible, through collaboration with the appropriate authorites, the granting of visas and other forms of official permission for entry to and exit from the United States of personnel, equipment and supplies when required for participation or utilization in the IPOD.
- 9. (A) Matters of mutual interest in the IPOD will be considered, as appropriate, by representatives of the Ocean Research Institute of the University of Tokyo and the NSF.
- (B) Representatives of the NSF and the ORI will meet once a year, as mutually agreed, for an Annual IPOD Program Review including a financial discussion, a review of scientific and technical achievements for the past year and plans for the coming year. Additional meetings may be held at the request of either party to discuss the terms and conditions of this Memorandum and other matters of mutual interest.
- 10. Details which are not prescribed in this Memorandum shall be decided separately between the Ocean Research Institute of the University of Tokyo and the NSF.
- 11. (A) This Memorandum of Understanding will take effect on August 1, 1975.
- (B) This Memorandum of Understanding may be terminated by either party giving the other party advance notice of at least two months.

DONE in Tokyo on the eighteenth of July, 1975, in duplicate, in English and Japanese languages, both texts being equally authentic.

For the National Science

Foundation:

[Signed]

THOMAS O. JONES

Deputy Assistant Director

for National and International Programs

U.S. National Science Foundation

For the Ocean Research

Institute:

[Signed]

SEIITIRO UTIDA

Director

The Ocean Research Institute of the University of Tokyo, Japan

¹ Done in English only. (Information provided by the Government of the United States of America.)