

No. 18136

**UNITED STATES OF AMERICA
and
FEDERAL REPUBLIC OF GERMANY**

Memorandum of Understanding on the participation of the Federal Republic of Germany in phase III of the Deep Sea Drilling Project. Signed at Bonn-Bad Godesberg on 18 July 1974

Amendment to the above-mentioned Memorandum of Understanding. Signed at Bonn-Bad Godesberg on 14 February 1978 and at Washington on 24 February 1978

Authentic texts: English and German.

Registered by the United States of America on 5 December 1979.

**ÉTATS-UNIS D'AMÉRIQUE
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

Mémorandum d'accord relatif à la participation de la République fédérale d'Allemagne à la phase III du Projet de forage à grande profondeur. Signé à Bonn-Bad Godesberg le 18 juillet 1974

Amendement au Mémorandum d'accord susmentionné. Signé à Bonn-Bad Godesberg le 14 février 1978 et à Washington le 24 février 1978

Textes authentiques : anglais et allemand.

Enregistrés par les États-Unis d'Amérique le 5 décembre 1979.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE U.S. NATIONAL SCIENCE FOUNDATION IN WASHINGTON, D.C., AND THE DEUTSCHE FORSCHUNGSGEMEINSCHAFT IN BONN-BAD GODESBERG ON THE PARTICIPATION OF THE FEDERAL REPUBLIC OF GERMANY IN PHASE III OF THE DEEP SEA DRILLING PROJECT

The U.S. National Science Foundation (NSF) and the Deutsche Forschungsgemeinschaft (DFG) agree to cooperate under the conditions and work plans stated as follows:

1. The DFG will support Phase III of the Deep Sea Drilling Project (DSDP) with a financial contribution of one million U.S. dollars to be paid to the NSF upon signature of this Memorandum for 1974 and 0.75 million U.S. dollars to be paid on January 1, 1975. The financial contributions of all participants in the DSDP will be commingled to support the total program costs. Should the DSDP be terminated at any time prior to the end of this Memorandum, one twelfth of the contribution of the DFG for the year in which such termination occurs will be refunded for each month remaining in such year.

2. In order to achieve maximum effect from the German contribution to the project, the DFG will coordinate German efforts to:

- (a) Increase the German capacity in the scientific and technical areas appropriate to the DSDP;
- (b) Ensure further research work in the Federal Republic of Germany (FRG) on DSDP materials;
- (c) Conduct geophysical site surveys, as German ships are available, in order to facilitate selection of specific sites to be drilled during Phase III.

3. The DFG will coordinate the research efforts within the FRG in co-operation with other relevant institutes and institutions within the FRG. The DFG, via a German institution, nominated by the DFG, which is now the Bundesanstalt für Bodenforschung (BfB), is now and will be a member of the DSDP-scientific advisory committee, constituted to provide scientific advice to the Scripps Institution of Oceanography, the manager of the DSDP. All members of the DSDP-scientific advisory committee will have an equal voice in the advisory committee deliberations.

The research efforts of the FRG will include:

- (a) Making proposals to the Scripps Institution of Oceanography of scientific projects or objectives of special interest to the FRG (for example, deep sea drilling in the Mediterranean Sea, North Atlantic Ocean and off the coast of West Africa);
- (b) Geophysical site surveying;
- (c) Appropriate participation of scientific, technical, and/or drilling parties in Phase III scientific cruises of *Glomar Challenger*;

¹ Came into force on 18 July 1974 by signature.

- (d) Analyses of core samples from DSDP scientific cruises required for publication of the *Initial Reports of the Deep Sea Drilling Project*, as understood between the Scripps Institution of Oceanography and the DFG or its nominee. (The preparation of *Initial Reports* will be directed and coordinated by the Scripps Institution of Oceanography);
- (e) More comprehensive long-range research projects for evaluating DSDP core samples, beyond those analyses necessary for the *Initial Reports*.

4. The Scripps Institution of Oceanography selects the scientific team for each cruise. Because of the limited space for shipboard scientists aboard *Glomar Challenger* and in order to ensure equitable treatment for all non-U.S. nation participants, space, on the average, will be available for one to two FRG scientists on each cruise of *Glomar Challenger* during Phase III of the DSDP. It is recognized that some cruises may be of special scientific interest to FRG scientists and more FRG participation may be appropriate. It is expected that an FRG scientist will be invited to serve as co-chief scientist during some of the Phase III cruises. Questions regarding accident and liability insurance are dealt with by separate correspondence between the NSF and the DFG.

5. The DFG, or its nominee, representing cooperating German scientists will have access to DSDP data and core samples, equivalent to that of the other participants.

The DFG will ensure that the scientific data resulting from site surveys and laboratory analyses will be provided to the Scripps Institution of Oceanography in due time for preparation of the *Initial Reports*. In view of the FRG contribution to the DSDP, 100 copies of each volume of the *Initial Reports of the Deep Sea Drilling Project*, beginning with volume 20, will be provided to the DFG for free distribution among German scientific establishments. The FRG side may translate these volumes into the German language and may publish them in the FRG, in full or in part, without payment to or additional agreements with the American side. The FRG, likewise, will provide the NSF copies of all FRG publications that are based on DSDP materials, insofar as copyrights allow. These copies may be translated into English and published in the United States, in full or in part, without payment to or additional agreements with the FRG side.

6. The DFG or its nominee will recommend to the Scripps Institution of Oceanography the names of interested and highly qualified FRG scientists for membership on the scientific advisory committee, its subcommittees and panels, and as cruise scientists.

7. The cost of the salaries of FRG scientists who participate in the DSDP will be paid by the FRG. The cost of internal U.S. travel and per diem of the members or alternative designates of the advisory committee (executive, planning and advisory functions) for working sessions of this committee will be paid by the DSDP. All other costs, including the cost of travel to and from the United States, will be paid by the FRG. The cost of participation in such meetings held outside the United States will be paid by each side for its own nationals. All other costs, including travel to and from *Glomar Challenger* will be paid by the FRG. The cost of internal U.S. travel and per diem for post cruise conferences required for the preparation of the *Initial Reports* will be paid by the DSDP.

8. The NSF will seek to facilitate, to the extent feasible, through collaboration with the appropriate authorities, 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 DSDP.

9. Other proposals of mutual interest for participation in Phase III of the Deep Sea Drilling Project, or any future phases, above and beyond routine participation activities, will be considered, as appropriate, by representatives of the NSF and the DFG.

10. Scientific and administrative representatives of the NSF and the DFG will meet at least once a year as mutually agreed to review the program of the Deep Sea Drilling Project, including an annual financial report, and the terms and conditions of this Memorandum.

11. In the event that the proposed international phase of ocean drilling shall be implemented, cooperation in and contributions to this phase may be negotiated.

12. This Memorandum shall extend from the date of execution to September 30, 1975. It may be terminated by either party giving the other party advance notice of at least six months.

13. DONE in Bonn-Bad Godesberg on July 18th, 1974, in duplicate, in the English and German languages, both texts being equally authentic.

[Signed]

Professor H. MAIER-LEIBNITZ
President

[Signed]

Dr. C. H. SCHIEL
Secretary General
Deutsche Forschungsgemeinschaft

[Signed]

H. GUYFORD STEVER
Director
U.S. National Science Foundation

Date: BN-Bad Godesberg, 18th July
1974

Date: BN-Bad Godesberg, 18th July
1974

AMENDMENT¹ TO MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. NATIONAL SCIENCE FOUNDATION IN WASHINGTON, D.C., AND THE DEUTSCHE FORSCHUNGSGEMEINSCHAFT IN BONN-BAD GODESBERG ON THE PARTICIPATION OF THE FEDERAL REPUBLIC OF GERMANY IN THE INTERNATIONAL PHASE OF OCEAN DRILLING OF THE DEEP SEA DRILLING PROJECT²

Drilling operations during IPOD have been extended through September 1979, an additional fourteen months from that planned when the Memorandum of Understanding was signed. IPOD is now scheduled to end on September 30, 1980. The Federal Republic of Germany through the DFG wishes to continue to participate in the project during its extension, and the NSF desires the continued participation of the DFG. Therefore the NSF and the DFG agree to amend the Memorandum of Understanding as follows:

1. Section 12 is revised by changing the date "August 11, 1978," to "September 30, 1980."

2. Section 1 is revised to read as follows:

"1. The DFG will support the International Phase of Ocean Drilling (IPOD) of the Deep Sea Drilling Project (DSDP) with a financial contribution of one million U.S. dollars for the years 1976, 1977, and 1978; and one million fifty thousand U.S. dollars for the year 1979. The latter figure covers drilling operations and other project costs from January 1, 1979, through September 1979 and reduced project costs from October 1, 1979, through September 30, 1980. The DFG will make this contribution in cash or in kind, as mutually agreed, to the U.S. National Science Foundation on a yearly basis beginning January 1, 1976. The financial contributions of all participants in the DSDP will be commingled to support the total program costs, estimated at 17 million dollars per year through September 1979 and 5 million for October 1, 1979–September 30, 1980. Should the DSDP drilling operations be terminated prior to September 30, 1979, a refund of \$83,333.00 will be made for each month of terminated drilling for which contributions have been made."

¹ Came into force on 24 February 1978 by signature.

² See p. 30 of this volume.

This amendment will be effective upon signature of both parties to this amendment which has been prepared in duplicate in the English and German languages, both texts being equally authentic.

For the Deutsche
Forschungsgemeinschaft:

[Signed]

Professor H. MAIER-LEIBNITZ
President

For the U.S. National
Science Foundation:

[Signed]

JOHN B. SLAUGHTER
Assistant Director
Astronomical, Atmospheric,
Earth, and Ocean Sciences

[Signed]

Dr. C. H. SCHIEL
Secretary General

Date: 14.2.1978

Date: 2/24/78