

No. 18644

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**UNITED STATES OF AMERICA  
and  
COLOMBIA**

**Memorandum of Understanding for scientific and technical  
co-operation in the earth sciences. Signed at Reston on  
12 December 1978, and at Bogotá on 30 January 1979**

*Authentic text: English.*

*Registered by the United States of America on 18 April 1980.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
COLOMBIE**

**Mémorandum d'accord relatif à la coopération scientifique  
et technique dans le domaine des sciences géologiques.  
Signé à Reston le 12 décembre 1978, et à Bogotá le  
30 janvier 1979**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 18 avril 1980.*

MEMORANDUM OF UNDERSTANDING<sup>1</sup> BETWEEN INSTITUTO NACIONAL DE INVESTIGACIONES MINERAS OF THE COLOMBIAN MINISTERIO DE MINAS Y PETROLEOS AND GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA FOR SCIENTIFIC AND TECHNICAL COOPERATION IN THE EARTH SCIENCES

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*Article I. SCOPE AND OBJECTIVES OF AGREEMENT*

In order to provide a mechanism for scientific and technical co-operation in the earth sciences, the Instituto Nacional de Investigaciones Mineras of the Colombian Ministerio de Minas y Energía (hereinafter referred to as the INGEOMINAS) and the Geological Survey of the United States Department of the Interior (hereinafter referred to as the USGS) have agreed to procedures for cooperation as defined in this Memorandum of Understanding (hereinafter referred to as Memorandum).

The purpose of the proposed cooperation is to exchange scientific and technical knowledge and to augment the technical capabilities of both parties. The cooperation is expected to include exchanges of information and expertise, and joint studies of geological phenomena and earth resources of mutual interest. For cooperation requested by the INGEOMINAS that extends into subjects outside the scope of the USGS, the USGS may, with the concurrence of the INGEOMINAS and when compatible with existing United States laws, executive orders, regulations and policies, endeavor to enlist the participation of other United States organizations.

*Article II. COOPERATIVE ACTIVITIES*

Cooperative activities under this Memorandum may consist of exchanges of scientific and technical information, and exchange visits by scientists of the two parties engaged in research projects of mutual interest within the scope of regularly authorized and funded programs of the INGEOMINAS and the USGS.

Such activities may include, but are not limited to, such areas of mutual interest as: development and use of computerized data systems for resource studies; application of satellite and airborne remote sensing techniques in geologic mapping and mineral deposit identification; application of geophysical and geochemical exploration techniques in tropical environments; interpretation and evaluation of data from geological and mineral surveys; planning of mineral projects; and development of geotechnical laboratory capacity.

*Article III. SOURCES OF FINANCIAL SUPPORT*

The activities carried out under this Memorandum will be subject to and dependent upon the funds and manpower available to INGEOMINAS and the USGS. Each party will cover its own costs, except in cases where special financing is available for selected activities; in such cases, the terms of financing will be agreed upon by the parties before the commencement of activities.

<sup>1</sup> Came into force on 30 January 1979 by signature, in accordance with article IX.

*Article IV.* REPORTS, DOCUMENTS AND RELEASE OF INFORMATION

Subject to the applicable laws and regulations of the two parties, information, data and reports of cooperative activities undertaken under this Memorandum may only be released after mutual written consent.

The commitment of the USGS to preserve the confidentiality of information is subject to the provisions of the Freedom of Information Act and other applicable United States laws and regulations.

*Article V.* REPRESENTATION AND REVIEW OF ACTIVITIES

The signatory parties to this Memorandum, and to the annexes thereto, will designate representatives who, at times mutually established by the parties, will review the activities jointly developed, will prepare progress reports required by the INGEOMINAS and the USGS, and will make plans for future activities.

*Article VI.* WARRANTY

Information transmitted by one party to the other party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting party; 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. Information developed jointly by the parties shall be accurate to the best knowledge and belief of both parties. Neither party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either party or by any third party.

*Article VII.* ANNEXES

Any activity agreed upon within the terms of this Memorandum which involves, in the view of both parties, a substantial amount of manpower or an expenditure of funds, must be described in a project description attached as an annex to this Memorandum. Such an annex will set forth a work plan, staffing requirements, cost estimates, funding sources, and any other special conditions not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and the terms of an annex, the terms of this Memorandum shall be controlling.

*Article VIII.* LIMITATION OF LIABILITY

Neither party to this Memorandum will assert a claim against the other for damages arising from activities under this Memorandum. With respect to third parties, each party to this Memorandum will accept liability to the extent authorized by its national laws, for damages arising only from its own conduct, or that of its employees or agents under this Memorandum.

*Article IX.* ENTRY INTO FORCE AND TERMINATION

This Memorandum shall enter into force upon signature by both parties and remain in force for five (5) years, unless extended by mutual agreement. This Memorandum may be terminated by either party upon ninety (90) days written notice.

Upon termination of this Memorandum, projects already initiated under the same may continue under the terms of the annexes.

Instituto Nacional de Investigaciones  
Mineras of the Colombian Ministerio  
de Minas y Energía:

*By:* MICHEL HERMELIN

*Date:* 30 enero 1979<sup>1</sup>

Geological Survey of the U.S.  
Department of the Interior:

*By:* J. R. BALSLEY  
Acting Director

*Date:* 12 December 1978

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<sup>1</sup> 30 January 1979.