### No. 19699

## UNITED STATES OF AMERICA and UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

### Memorandum of Understanding on co-operation in earth sciences and environmental studies. Signed at Reston on 21 September 1979 and at London on 26 September 1979

Authentic text: English. Registered by the United States of America on 27 March 1981.

# ÉTATS-UNIS D'AMÉRIQUE et ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD

### Mémorandum d'accord pour une coopération portant sur les sciences de la Terre et sur des études d'environnement. Signé à Reston le 21 septembre 1979 et à Londres le 26 septembre 1979

Texte authentique : anglais. Enregistré par les États-Unis d'Amérique le 27 mars 1981.

### MEMORANDUM OF UNDERSTANDING<sup>1</sup> BETWEEN GEOLOG-ICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA AND THE NATURAL ENVIRONMENT RESEARCH COUNCIL OF THE UNITED KINGDOM ON COOPERATION IN EARTH SCIENCES AND ENVIRONMENTAL STUDIES

#### Article I. SCOPE AND OBJECTIVES

The Geological Survey of the United States Department of the Interior (hereinafter referred to as "USGS") and the Natural Environment Research Council of the United Kingdom (hereinafter referred to as "NERC"), hereby agree to pursue scientific and technical cooperation in the earth sciences and environmental studies in accordance with this Memorandum of Understanding (hereinafter referred to as "Memorandum"), which establishes the procedure for cooperation.

The purpose of this Memorandum is to establish a framework for the exchange of scientific and technical knowledge and augmentation of scientific and technical capabilities of USGS and NERC (hereinafter sometimes referred to as the "Parties") with respect to earth sciences and environmental studies. Cooperative activities in these fields may include, but are not limited to, exchanges of technical information, joint studies of mutual interest, and exchange visits of individuals sponsored by either Party who are engaged in research projects of mutual interest within the scope of regular programs of USGS and NERC.

For cooperation requested by NERC that extends into subjects outside the scope of USGS, USGS may, with the consent of NERC, and compatible with existing United States laws, executive orders, regulations, and policies, endeavor to enlist the participation of other United States entities. The NERC may, with the consent of USGS, include the participation of other organizations of the United Kingdom in the development of activities contained in the scope of this Memorandum.

#### Article II. COOPERATIVE ACTIVITIES

Cooperative activities under this Memorandum may include, but are not limited to, activities in the following areas of mutual interest: geology, geophysics and oceanography.

#### Article III. SOURCE OF FUNDING

The activities carried out under this Memorandum and any annexes thereto, will be subject to and dependent upon the funds and manpower available to USGS and NERC. 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 both Parties before the commencement of activities.

Article IV. REPORTS, DOCUMENTS AND RELEASE OF INFORMATION

Subject to the applicable laws and regulations of the respective countries, information, data and reports of cooperative activities undertaken under this

Vol. 1221, 1-19699

<sup>&</sup>lt;sup>1</sup> Came into force on 26 September 1979 by signature, in accordance with article VIII.

Memorandum may be released by either party at its own discretion after consultation with the other party, or as otherwise may be required by conditions and circumstances in connection with any annex executed pursuant to Article VIII herein.

Any commitment of USGS to preserve the confidentiality of information is subject to applicable United States laws and regulations.

#### Article V. REVIEW OF ACTIVITIES

The Parties will designate representatives who, at times mutually agreed by the Parties, will review the activities under this Memorandum.

#### Article VI. DISCLAIMER

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, 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. PROJECT ANNEXES

The specifics of any activity agreed upon within the terms of this Memorandum, including as appropriate, details concerning financial arrangements and the allocation and protection of property rights, shall be confirmed in writing between the Parties. Any activity involving other than the exchange of technical information or exchange visits of individuals shall be described in an annex to this Memorandum which shall set forth 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 an annex hereto, the terms of this Memorandum shall be controlling.

#### Article VIII. 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 at any time by either Party upon ninety (90) days written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum which are initiated prior to such termination.

Geological Survey of the Department of the Interior, United States of America:		Natural Environment Council of the United Kingdom:	
Name: [Signed]		Name: [Signed]	
	Henry W. Coulter		R. J. H. BEVERTON
Title:	Assistant Director	Title:	Secretary to Council
Date:	Sep. 21, 1979	Date:	26 Sep. 79