

No. 20829

**UNITED STATES OF AMERICA
and
JAPAN**

Memorandum of Understanding on participation and co-operation of Japan in the International Phase of Ocean Drilling of the Deep Sea Drilling Project. Signed at Tokyo and Washington on 5 August 1980

Authentic texts: English and Japanese.

Registered by the United States of America on 1 March 1982.

**ÉTATS-UNIS D'AMÉRIQUE
et
JAPON**

Mémorandum d'accord concernant la participation et la coopération du Japon à la Phase internationale de forage océanographique du Projet de forage en haute mer. Signé à Washington le 5 août 1980

Textes authentiques : anglais et japonais.

Enregistré par les États-Unis d'Amérique le 1^{er} mars 1982.

MEMORANDUM OF UNDERSTANDING¹ 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 (ORI) of the University of Tokyo agrees to participate in the International Phase of Ocean Drilling of the Deep Sea Drilling Project for two years beginning on October 1, 1980, by using D/V *Glomar Challenger*. ORI will contribute, within the budgetary appropriation, one million two hundred and fifty thousand U.S. dollars per annum to NSF. As for the period from October 1, 1980, to March 31, 1981, ORI will pay six twelfths of one million two hundred and fifty thousand dollars.

(B) Should IPOD drilling operations be suspended prior to the currently scheduled date as agreed to by Japan and other IPOD countries, the contribution of Japan for the two-year period covered by this agreement will be reduced, and refunded by NSF to ORI, at the rate of \$104,167 for each month prior to that date that drilling is suspended.

(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 ORI will be a member of the executive committee of the IPOD scientific advisory system constituted to provide scientific advice to the Scripps Institution of Oceanography, which operates the IPOD in accordance with a contract with NSF 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. 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.

¹ Came into force on 5 August 1980 by signature, with effect from 1 October 1980, in accordance with its provisions.

(B) ORI 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) ORI 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 ORI.

4. The following costs incurred by Japanese participants in IPOD will be paid either by Joint Oceanographic Institutions, Incorporated (JOI, Inc.) or by the Scripps Institution of Oceanography, in the following manner:

(A) The Joint Oceanographic Institutions, Inc., will furnish the cost of internal U.S. travel and per diem of the members or their alternates designated by the ORI to participate in working sessions of the executive committee, planning committee, and panels of the scientific advisory system.

(B) The Scripps Institution of Oceanography will pay for 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 Scripps Institution of Oceanography will also pay for 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 ORI.

5. (A) In the selection of cruise areas, due consideration will be given to reflect adequately the interest of the Japanese scientists.

(B) ORI 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 ORI and the Scripps Institution of Oceanography.

6. (A) NSF will ensure that the ORI will have access equivalent to that of other participating countries to IPOD data and core samples without undue delay.

(B) ORI will coordinate the various research activities of Japanese scientists on IPOD data and core samples.

(C) ORI 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 ORI with 100 copies of each volume of the *Initial Reports of the Deep Sea Drilling Project* or their equivalent, 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 ORI, into the Japanese language and may publish them in Japan, in full or part, without payment to or additional agreements with NSF.

(C) ORI 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 ORI is the copyright holder into English and

publish them in the United States of America, in full or in part, without payment to or additional agreements with the ORI.

8. NSF will seek to facilitate without undue delay, to the extent feasible, through collaboration with the appropriate authorities, the granting of visas and other forms of official documents for entry to and exit from the United States of America 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 ORI and NSF.

(B) Representatives of NSF and 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 ORI and NSF.

11. (A) This Memorandum of Understanding will take effect on October 1, 1980.

(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 and Washington, D.C., on August 5, 1980, in duplicate, in English and Japanese languages, both texts being equally authentic.

For the National Science Foundation:

[Signed]

FRANCIS S. JOHNSON
Assistant Director
Astronomical, Atmospheric,
Earth and Ocean Sciences

For the Ocean Research Institute:

[Signed]

NORIYUKI NASU
Director
The Ocean Research Institute
of the University of Tokyo

August 5, 1980
