

No. 21105

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**UNITED STATES OF AMERICA  
and  
MEXICO**

**Memorandum of Understanding covering scientific co-  
operation in earth resources. Signed at Washington on  
19 January 1981**

*Authentic texts: English and Spanish.*

*Registered by the United States of America on 22 June 1982.*

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

**Mémoire d'accord relatif à la coopération scientifique  
dans le domaine des ressources géologiques. Signé à  
Washington le 19 janvier 1981**

*Textes authentiques : anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 22 juin 1982.*

# MEMORANDUM OF UNDERSTANDING<sup>1</sup> BETWEEN THE GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA AND CONSEJO DE RECURSOS MINERALES OF THE MINISTRY OF PATRIMONIO Y FOMENTO INDUSTRIAL OF THE ESTADOS UNIDOS MEXICANOS COVERING SCIENTIFIC COOPERATION IN EARTH RESOURCES

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## *Article I. SCOPE AND OBJECTIVES*

The Geological Survey of the Department of the Interior of the United States of America (hereinafter referred to as the "USGS") and the Consejo de Recursos Minerales of the Ministry of Patrimonio y Fomento Industrial of the Estados Unidos Mexicanos (hereinafter referred to as the "CRM") have agreed to enter into a program of technical cooperation concerning earth resources and geological phenomena in accordance with this Memorandum of Understanding (hereinafter referred to as Memorandum), which establishes the procedures for cooperation.

This Memorandum will be carried out pursuant to the terms of the Agreement for scientific and technological cooperation between the United States of America and Mexico, effected by exchange of notes signed at Washington on June 15, 1972,<sup>2</sup> and any amendments thereto; and subject to the laws and regulations in each country.

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 the USGS and CRM (hereinafter sometimes referred to as the "Parties") with respect to earth resources and geological phenomena.

For cooperation requested by the CRM that extends into subjects outside the scope of the USGS, the USGS may, with the consent of the CRM and when compatible with existing United States laws, executive orders, regulations and policies, endeavor to enlist the participation of other United States entities.

The CRM may, with the consent of the USGS, include the participation of other organizations of Mexico in the development of activities contained in the scope of this Memorandum.

## *Article II. COOPERATIVE ACTIVITIES*

Forms of cooperative activities under this Memorandum may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research disciplines of mutual interest within the scope of programs of the Parties, and other forms of cooperative activities as are mutually agreed. Specific areas of cooperation may include, but are not limited to, regional geologic studies, mineral resource assessments, stratigraphic and structural studies, tectonic analyses, data systems, paleontology, mineral exploration methodology, metallogenesis, and geochronology. All activities are

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<sup>1</sup> Came into force on 19 January 1981 by signature, in accordance with article VIII.

<sup>2</sup> United Nations, *Treaty Series*, vol. 837, p. 145.

subject to applicable laws, and regulations of Mexico and the United States of America.

### *Article III. SOURCES OF FINANCING*

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. The terms of financing will be agreed upon by the Parties before the commencement of activities.

### *Article IV. RIGHTS IN INFORMATION, DATA, AND INNOVATIONS*

All scientific, technical, and development information and data used in or derived from work performed pursuant to this Memorandum or any annex hereto (hereinafter referred to as the "subject work") shall be freely exchanged between the Parties, and except for such information and data that is identified by a Party as requiring protection for its national security or interest, or is otherwise susceptible to protection as its proprietary data, either Party, after consultation with the other Party, may at its discretion and subject to its national laws, publish the information and data. Any excepted information and data of a Party shall be held confidential by the other Party, but with the written permission of the protected Party, may be made available by the other Party in accordance with its national laws. Unless the Parties mutually agree to the contrary, no information and data shall be subject to copyright protection in the United States of America.

### *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. 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, shall be confirmed in writing between the Parties. Any activity involving more 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 an annex hereto, the terms of this Memorandum shall govern.

### *Article VIII. ENTRY INTO FORCE AND TERMINATION*

This Memorandum shall enter into force upon signature by both Parties and remain in force for three (3) years. It may be modified or extended by mutual agreement, and 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.

DONE at Washington, D.C., in duplicate in the English and Spanish languages, both equally authentic.

Geological Survey of the Department of the Interior of the United States of America:

Consejo de Recursos Minerales, Ministry of Patrimonio y Fomento Industrial of the Estados Unidos Mexicanos<sup>1</sup>

*Signature:* [Signed]

*Name:* H. W. MENARD

*Title:* Director

*Date:* January 19, 1981

*Signature:* [Signed]

*Name:* G. P. SALAS

*Title:* Director General

*Date:* January 19, 1981

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<sup>1</sup> Council for Mineral Resources of the Ministry for the Patrimony and the Industrial Development of the United Mexican States.