

No. 30570

**UNITED STATES OF AMERICA
and
CHILE**

**Memorandum of Understanding for scientific cooperation in
the earth sciences. Signed at Reston on 2 August 1982
and at Santiago on 26 August 1982**

Authentic text: English.

Registered by the United States of America on 2 December 1993.

**ÉTATS-UNIS D'AMÉRIQUE
et
CHILI**

**Mémorandum d'accord pour la coopération scientifique et
technique dans le domaine des sciences de la terre. Signé
à Reston le 2 août 1982 et à Santiago le 26 août 1982**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 2 décembre 1993.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE GEOLOGICAL SURVEY OF THE U.S. DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA AND THE SERVICIO NACIONAL DE GEOLOGIA Y MINERIA, REPUBLIC OF CHILE, FOR SCIENTIFIC COOPERATION IN THE EARTH SCIENCES

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 Servicio Nacional de Geología y Minería of the Republic of Chile (hereinafter referred to as SERNAGEOMIN), have agreed to enter into a program of scientific 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 Technical Cooperation Understanding between the United States of America and Chile signed at Santiago on January 16, 1951,² and any amendments thereto;³ 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 SERNAGEOMIN (hereinafter sometimes referred to as the "Parties") with respect to earth resources and geological phenomena.

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

SERNAGEOMIN may, with the consent of the USGS, include the participation of other organizations of Chile in the development of activities contained in the scope of this Memorandum.

¹ Came into force on 26 August 1982 by signature, in accordance with article VIII.

² United Nations, *Treaty Series*, vol. 151, p. 147.

³ *Ibid.*, vol. 179, p. 265 and vol. 184, p. 376.

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, mineral resource assessments, stratigraphic and structural studies, data systems, mineral exploration methodology, remote sensing applications for geologic mapping and mineral resources studies, geothermal and related volcanic phenomena, marine geologic processes, and structure of the Pacific continental margin.

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 are identified by a Party as requiring protection for its national security or interest, or are 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 this Memorandum and 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 five (5) years. It may be modified or extended by the written agreement of the Parties, 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.

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

Servicio Nacional de Geología y Minería
of the Republic of Chile:

Signature

Dallas L. Peck
Name

Director, U.S. Geological Survey
Title

AUG 2 1982
Date

Signature

Maria Teresa Cañas Pinochet
Name

Directora Nacional Servicio Nacional de
Title Geología y Minería.

, Ago. 26, 1982
Date