

No. 30299

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**UNITED STATES OF AMERICA  
and  
ICELAND**

**Memorandum of Understanding for scientific and technical  
cooperation in earth sciences. Signed at Reykjavik on  
28 January 1982 and at Reston on 9 April 1982**

*Authentic text: English.*

*Registered by the United States of America on 28 September 1993.*

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

**Mémorandum d'accord relatif à la coopération scientifique  
et technique dans le domaine des sciences terrestres.  
Signé à Reykjavik le 28 janvier 1982 et à Reston le 9 avril  
1982**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 28 septembre 1993.*

MEMORANDUM<sup>1</sup> OF UNDERSTANDING BETWEEN GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA AND NATIONAL RESEARCH COUNCIL (RANNSOKNARAD RIKISINS) OF ICELAND (ISLAND) UNDER THE MINISTRY OF EDUCATION (MENNTAMALARADUNEYTIÐ) FOR SCIENTIFIC AND TECHNICAL COOPERATION IN EARTH SCIENCES

ARTICLE I. Scope and Objectives

The Geological Survey of the United States Department of the Interior (hereinafter referred to as USGS), and the National Research Council of Iceland (Rannsóknarad Ríkisins), under the Ministry of Education (Menntamálaráðuneytið) (hereinafter referred to as RR), have agreed to a mechanism of technical cooperation concerning Earth resources and geological, geophysical, and hydrological phenomena in accordance with the terms contained in this Memorandum of Understanding (hereinafter referred to as Memorandum), which establishes the procedures for cooperation.

Any activity carried out under Annexes to this Memorandum shall be subject to the laws and regulations of each country.

The purpose of this memorandum is to establish a framework for the exchange of technical knowledge and augmentation of technical capabilities of the USGS and RR in the areas of Earth resources and geological, geophysical, and hydrological phenomena. The cooperation may include exchanges of information and expertise, and joint studies of mutual interest in such areas.

The USGS may enlist the participation of other United States entities to support an activity covered by an Annex executed by the Parties under this Memorandum. Such participation shall be in accordance with existing United States laws, executive orders, regulations and policies.

The RR may, with the consent of the USGS, include the participation of other organizations in Iceland, 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

<sup>1</sup> Came into force on 9 April 1982 by signature, in accordance with article VIII.

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, such areas of mutual interest as geothermal, volcanology, seismology, structural geology and tectonics of a rift zone, glaciology, sea ice, hydrology, geologic hazards, geochemistry, geophysics, astrogeology, petrology and mineralogy, paleomagnetism and magnetism, gravity, aerial and satellite remote sensing, geography, and cartography. All activities are subject to applicable laws, and regulations of the Parties.

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 Intellectual Property

1. "Intellectual property" shall mean inventions, inventor's certificates, patents, copyrights, technical data, and other information or know-how subject to proprietary interest and protectable under the laws of either country.
2. Except as provided in this Article, all scientific and technical information used in or derived from cooperative activities under this Memorandum shall be freely exchanged between the Parties, and either Party, after consulting with the other Party, may publish such information. If one Party objects to publication for reasons of national security or national interest, or to protect its intellectual property, then such excepted information shall be held confidential by the other Party unless the protected Party gives written permission for its dissemination. Unless the Parties agree to the contrary, nothing developed in the course of cooperative activities shall be subject to copyright protection in the United States.
3. Intellectual property developed prior to or outside of cooperative activities, under this Memorandum, although used in the work or contained in the results of such activities, shall be fully protected in accordance with applicable law of the source country. As to such property owned by one Party and needed for the cooperative activities, each Party agrees only to permit the other Party to use that property in and during those cooperative activities.

4. Intellectual property arising out of cooperative activities shall be allocated as follows:
- a) If the work is funded by one Party, that Party shall determine the allocation of all rights to such property except as this Memorandum provides otherwise.
  - b) If the work is funded jointly, then each Party shall determine the allocation of rights in its own country, except as this Memorandum provides otherwise. The Parties shall agree on the allocation of rights in third countries.
  - c) In all cases, each Party shall have the right to use such intellectual property for its governmental purposes. This right to use does not include the right to exploit commercially.
  - d) Each Party who owns or whose employees or nationals own rights in such intellectual property shall cause to be conveyed to the other Party those rights promised in this Article.
5. The Parties may agree to supplement or to modify this Article as it applies to particular projects. Such changes shall be included in any project annexes.

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, prepare progress reports required by the RR and the USGS, and make plans for future activities.

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, the details concerning financial

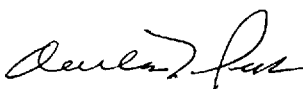
arrangements shall be confirmed in writing between the Parties. Any activity involving other than the exchange of technical information and exchange visits of individuals shall be described in an Annex to this Memorandum which shall set forth a work plan, staffing requirements, cost estimates, funding sources, and any other undertakings, obligations, or conditions not included in this Memorandum. In the case of any inconsistency between the terms of this Memorandum and the terms of an Annex hereto, the terms of this Memorandum shall govern.

The RR may, with the consent of the USGS, delegate to other Icelandic geoscience organizations noted in Article I of this Memorandum or to other Icelandic organizations, the authority to enter into annexes under this Memorandum.

ARTICLE VIII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both Parties and remain in force for eight (8) 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.

For the Geological Survey of the U.S.  
Department of the Interior of the  
United States of America:

By: 

Name: DALLAS L. PECK

Title: Director, USGS

Date: April 9, 1982

For the National Research Council  
(Ramsoknarad Ríkisins) under the  
Ministry of Education (Mennta-  
málaráðuneyti) of Iceland:

By: 

Name: VILHJÁLMUR LÚDVÍKSSON

Title: Director

Date: January 28, 1982