

**No. 51172\***

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**United States of America  
and  
Spain**

**Memorandum of Understanding between the U.S. Geological Survey of the Department of the Interior of the United States of America and the Geological and Mining Institute of Spain concerning scientific and technical cooperation in the earth sciences. Reston, 20 February 2004 and Madrid, 5 March 2004**

**Entry into force:** *5 March 2004 by signature, in accordance with article IX*

**Authentic texts:** *English and Spanish*

**Registration with the Secretariat of the United Nations:** *United States of America, 20 August 2013*

*\*No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.*

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**États-Unis d'Amérique  
et  
Espagne**

**Mémorandum d'accord entre l'Institut d'études géologiques des États-Unis du Département de l'intérieur des États-Unis d'Amérique et l'Institut géologique et minier d'Espagne relatif à la coopération scientifique et technique dans le domaine des sciences de la terre. Reston, 20 février 2004 et Madrid, 5 mars 2004**

**Entrée en vigueur :** *5 mars 2004 par signature, conformément à l'article IX*

**Textes authentiques :** *anglais et espagnol*

**Enregistrement auprès du Secrétariat des Nations Unies :** *États-Unis d'Amérique, 20 août 2013*

*\* Numéro de volume RTNU n'a pas encore été établie pour ce dossier. Les textes reproduits ci-dessous, s'ils sont disponibles, sont les textes authentiques de l'accord/pièce jointe d'action tel que soumises pour l'enregistrement et publication au Secrétariat. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Les traductions, s'ils sont inclus, ne sont pas en form finale et sont fournies uniquement à titre d'information.*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

SP-02.0000

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE U.S. GEOLOGICAL SURVEY OF THE  
DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA  
AND THE  
GEOLOGICAL AND MINING INSTITUTE OF SPAIN  
CONCERNING  
SCIENTIFIC AND TECHNICAL COOPERATION IN THE EARTH SCIENCES

I. SCOPE AND OBJECTIVES

1. The U.S. Geological Survey of the Department of the Interior of the United States of America (hereinafter "USGS") and the Geological and Mining Institute of Spain (hereinafter "IGME") hereby agree to pursue scientific and technical cooperation in the earth sciences in accordance with this Memorandum of Understanding (hereinafter "Memorandum").
2. The purpose of this Memorandum is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the USGS and the IGME (hereinafter "Party" or "Parties") with respect to the earth sciences.
3. This Memorandum is subject to the Agreement on Scientific and Technological Cooperation between the Government of the United States of America and the Kingdom of Spain (hereinafter "Agreement"), signed June 10, 1994. The Agreement entered into force January 18, 1996, for a five-year period, and is automatically renewable for five-year periods.
4. Each Party may, with the consent of the other Party and to the extent permitted by laws and policies of each Government, invite other government entities to participate in activities undertaken pursuant to this Memorandum.

II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Memorandum may consist of exchanges of technical information, visits, and cooperative research consistent with ongoing programs of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:
  - A. Earth-science investigations, including hazards, resources and environment;
  - B. Biology, biological investigations and technical developments;
  - C. Geospatial data applications;

D. Water resources and other hydrologic investigations; and

E. Information systems.

2. Activities under this Memorandum shall be undertaken in accordance with the laws, regulations, and procedures of each country.

### III. AVAILABILITY OF RESOURCES

Cooperative activities under this Memorandum shall be subject to the availability of personnel, resources, and funds. This Memorandum shall not be construed to obligate any particular expenditure or commitment of resources or personnel. The Parties shall agree in accordance with Article VIII, below, upon specific Project Annexes in writing before the commencement of each activity hereunder.

### IV. FEE AND TAX EXEMPTION

In accordance with its laws and regulations, each Party shall work toward obtaining on behalf of the other Party relief from taxes, fees, customs duties, and other charges (excluding fees for specific services rendered) levied with respect to:

- A. All transfer, ownership, construction, renovation or maintenance of facilities or property by or on behalf of the other Party to implement this Memorandum;
- B. The import, purchase, ownership, use or disposition (including export) of goods and services by or on behalf of the other party in support of activities under this Memorandum; and
- C. Personal property of personnel of the other Party or entities of that Party implementing provisions of this Memorandum.

### V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum, shall be governed by the Intellectual Property Annex of the Agreement on Scientific and Technological Cooperation between the United States of America and the Kingdom of Spain signed June 10, 1994.

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.

VII. PLANNING AND REVIEW OF ACTIVITIES

Each Party shall designate a principal representative who, at such times as are mutually agreed upon by the Parties, shall meet to review the activities under this Memorandum and develop proposals for future activities, as appropriate.

VIII. PROJECT ANNEXES

Any activity carried out under this Memorandum shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals is contemplated, such activity shall be described in an agreed Project Annex to this Memorandum, which shall set forth in terms appropriate to the activity, 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 a Project Annex, the terms of this Memorandum shall be controlling.

IX. INITIATION AND FINALIZATION

This Memorandum shall begin upon signature by both Parties and remains in force for the duration of the Agreement. It may be amended by mutual written agreement after appropriate approvals, and may be terminated at any time by either Party upon ninety (90) days prior written notice to the other Party. Unless otherwise agreed, the finalization of this Memorandum, whether by expiration or by notice of a Party, shall not affect the validity or duration of projects under this Memorandum that have been initiated prior to such termination.