

No. 51729*

**United States of America
and
Grenada**

Memorandum of Understanding between the United States Geological Survey of the Department of the Interior of the United States of America and the National Disaster Management Agency of the Office of the Prime Minister of Grenada concerning scientific and technical cooperation in the earth sciences (with annexes). Reston, 9 December 2005, and St. George's, 9 December 2005

Entry into force: *9 December 2005 by signature, in accordance with article IX*

Authentic text: *English*

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**États-Unis d'Amérique
et
Grenade**

Mémorandum d'accord entre l'Institut d'études géologiques des États-Unis du Département de l'intérieur des États-Unis d'Amérique et l'Agence nationale de gestion des catastrophes du Cabinet du Premier ministre de Grenade concernant la coopération scientifique et technique dans le domaine des sciences terrestres (avec annexes). Reston, 9 décembre 2005, et Saint-Georges, 9 décembre 2005

Entrée en vigueur : *9 décembre 2005 par signature, conformément à l'article IX*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *États-Unis d'Amérique, 4 mars 2014*

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[ENGLISH TEXT – TEXTE ANGLAIS]

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE
UNITED STATES OF AMERICA
AND THE
NATIONAL DISASTER MANAGEMENT AGENCY
OF THE
OFFICE OF THE PRIME MINISTER
OF
GRENADA
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE EARTH SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The United States Geological Survey of the Department of the Interior of the United States of America (hereinafter “USGS”) and the National Disaster Management Agency of the Office of the Prime Minister of Grenada (hereinafter “NADMA”), 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 NADMA (hereinafter “Party” or “Parties”) with respect to the earth sciences.

3. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation among government agencies, universities, research centers, institutions, private sector companies, and other entities of the two countries.

Each Party may, with the consent of the other Party and to the extent permitted by the laws and policies of each Party’s government, invite other government entities or agencies of the United States and Grenada, and other entities, including scientists, technical experts, governmental agencies, and institutions of third countries or international organizations, to participate in activities undertaken pursuant to this Memorandum, subject to such terms and conditions as the Parties may specify.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Memorandum may consist of exchanges of technical information, visits, training, 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 the environment;
- B. Biology, biological investigations and technical developments;
- C. Geographic and 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.

ARTICLE III. AVAILABILITY OF RESOURCES

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

ARTICLE 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.

In the event that any such taxes, fees, customs, duties, or other charges are nonetheless levied on such activities, facilities, property, equipment and related goods or services, such taxes, fees and customs duties shall be borne by the levying Party.

ARTICLE 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 Annex I of this Memorandum. Provisions for the protection of classified information and unclassified export-controlled information and equipment are set forth in Annex II of this Memorandum. Both Annex I and Annex II constitute integral parts of 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, 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.

ARTICLE 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.

ARTICLE 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 ("PA") 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 PA, the terms of this Memorandum shall control.

ARTICLE IX. ENTRY INTO FORCE AND TERMINATION


This Memorandum shall enter into force upon the signatures of both Parties and remain in force until terminated at any time by either Party upon ninety (90) days' prior written notice to the other Party. Unless otherwise agreed, the termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum that have been initiated prior to such termination. This Memorandum may be amended by written agreement of the Parties.

Done at Reston and St. George's, in duplicate, in the English language.

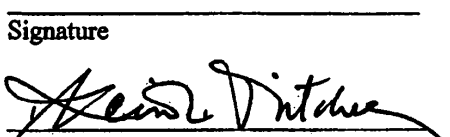
FOR THE UNITED STATES GEOLOGICAL
SURVEY OF THE DEPARTMENT OF THE
INTERIOR OF THE UNITED STATES
OF AMERICA:

FOR THE NATIONAL DISASTER
MANAGEMENT AGENCY OF
THE OFFICE OF THE PRIME
MINISTER OF GRENADA:

Signature


Mary Kramer

Signature


Keith C. Mitchell

Ambassador

December 9, 2005

Date

Prime Minister

December 9, 2005

Date