

**No. 51741\***

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**United States of America  
and  
Thailand**

**Memorandum of Understanding between the U.S. Geological Survey of the Department of the Interior of the United States of America and the Geo-Informatics and Space Technology Development Agency of the Ministry of Science and Technology of Thailand concerning scientific and technical cooperation in the earth sciences (with annexes). Reston, 28 October 2005**

**Entry into force:** *28 October 2005 by signature, in accordance with article X*

**Authentic text:** *English*

**Registration with the Secretariat of the United Nations:** *United States of America, 4 March 2014*

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

**Mémoire d'accord entre l'Institut d'études géologiques des États-Unis du Département de l'intérieur des États-Unis d'Amérique et l'Agence de développement des technologies spatiales et de la géo-informatique du Ministère de la science et de la technologie de Thaïlande relatif à la coopération scientifique et technique dans le domaine des sciences terrestres (avec annexes). Reston, 28 octobre 2005**

**Entrée en vigueur :** *28 octobre 2005 par signature, conformément à l'article X*

**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  
U. S. GEOLOGICAL SURVEY  
OF THE DEPARTMENT OF THE INTERIOR  
OF THE UNITED STATES OF AMERICA  
AND  
THE GEO-INFORMATICS AND SPACE TECHNOLOGY DEVELOPMENT AGENCY  
OF THE MINISTRY OF SCIENCE AND TECHNOLOGY OF THAILAND  
CONCERNING  
SCIENTIFIC AND TECHNICAL COOPERATION  
IN THE EARTH SCIENCES

ARTICLE 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 Geo-Informatics and Space Technology Development Agency of the Ministry of Science and Technology of Thailand (hereinafter “GISTDA”) 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 between the USGS and GISTDA (hereinafter “Party” or “Parties”) in the field of the earth sciences, and to increase the scientific and technical capabilities of both Parties.

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 Thailand, 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; participation in training courses, conferences and symposia; the exchange of professional geoscientists in areas of mutual interest; and any other cooperation research consistent with 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 analysis and investigations;
- 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 of the Parties.

### ARTICLE 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. In accordance with Article IX 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.

### ARTICLE V. INTELLECTUAL PROPERTY

Provisions for the protection and allocation of intellectual property created or furnished in the course of cooperative activities under this Memorandum shall be governed by Annex I, which forms an integral part of this Memorandum.

#### ARTICLE VI. SECURITY OBLIGATIONS

Provisions for the protection of classified information and unclassified export-controlled information and equipment are set forth in Annex II, which forms an integral part of this Memorandum.

#### ARTICLE VII. 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 VIII. 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 IX. PROJECT ANNEXES

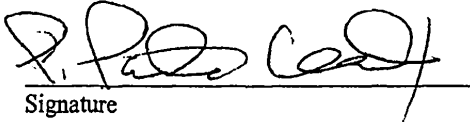
Any activity carried out under this Memorandum shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals is contemplated, such activity shall be described in an agreed Project Annex to this Memorandum, which shall set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

#### ARTICLE X. ENTRY INTO FORCE AND TERMINATION

This Memorandum shall enter into force upon the signature of both Parties and remain in force until terminated at any time by either Party upon (180) 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 are initiated prior to such termination.

DONE at Reston, Virginia, in duplicate, in the English language.

FOR THE U.S. GEOLOGICAL SURVEY  
OF THE DEPARTMENT OF THE INTERIOR  
OF THE UNITED STATES OF AMERICA:

  
Signature

P. Patrick Leahy  
Name

Acting Director  
Title

Oct. 28, 2005  
Date

FOR THE GEO-INFORMATICS AND  
SPACE TECHNOLOGY DEVELOPMENT  
AGENCY OF THE MINISTRY OF  
SCIENCE AND TECHNOLOGY  
OF THAILAND:

  
Signature

Tongchai Charupatt  
Name

Director  
Title

Oct. 28, 2005  
Date