

**No. 50031**

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**United States of America  
and  
Mexico**

**Memorandum of Understanding between the United States of America and Mexico concerning scientific and technical cooperation in the earth and mapping sciences (with annex). Mexico City, 7 May 1996**

**Entry into force:** *7 May 1996 by signature, in accordance with article VIII*

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

**Registration with the Secretariat of the United Nations:** *United States of America, 24 August 2012*

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

**Mémorandum d'accord entre les États-Unis d'Amérique et le Mexique relatif à la coopération scientifique et technique dans le domaine des sciences de la terre et de la cartographie (avec annexe). Mexico, 7 mai 1996**

**Entrée en vigueur :** *7 mai 1996 par signature, conformément à l'article VIII*

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

**Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies :** *États-Unis d'Amérique, 24 août 2012*

[ 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  
NATIONAL CENTER FOR THE PREVENTION OF DISASTERS  
OF THE  
UNITED MEXICAN STATES  
CONCERNING  
SCIENTIFIC AND TECHNICAL COOPERATION  
IN THE EARTH AND MAPPING 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 referred to as the "USGS") and the National Center for the Prevention of Disasters of the United Mexican States (hereinafter referred to as the "CENAPRED") hereby agree to pursue scientific and technical cooperation in the geological, geophysical, seismological, hydrogeological, disaster preparedness and mitigation, and mapping sciences in accordance with this Memorandum of Understanding (hereinafter referred to as the "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 CENAPRED (hereinafter referred to as the "Parties") with respect to the geological, geophysical, seismological, hydrogeological, disaster preparedness and mitigation, and mapping sciences.
3. This Memorandum will be subject to the terms of the Agreement for Scientific and Technical Cooperation between the United States of America and the United Mexican States, effected by exchange of Diplomatic Notes at Washington, D.C. on June 15, 1972, (as amended). In the event of an inconsistency between the Agreement and this MOU, the terms of the Agreement shall prevail.

4. For cooperation requested by the CENAPRED that may extend into subjects outside the authority of the USGS, the USGS may, with the consent of the CENAPRED and to the extent permitted by United States laws and policies, endeavor to include the participation of other United States entities in the development and undertaking of activities within the scope of this Memorandum.

5. For cooperation requested by the USGS that may extend into subjects outside the authority of the CENAPRED, the CENAPRED may, with the consent of the USGS and to the extent permitted by Mexican laws and policies, endeavor to include the participation of other Mexican entities in the development and undertaking of activities within the scope of this Memorandum.

## 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. Assessment and mitigation of geologic hazards and risks (volcanoes, earthquakes, landslides, and tsunami);
- b. Geologic mapping;
- c. Disaster preparedness and mitigation studies;
- d. The environment;
- e. Remote sensing;
- f. Water resources and other hydrologic investigations; and
- g. Publications, libraries, and information systems.

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

## ARTICLE III. SOURCE OF FUNDING

Cooperative activities under this Memorandum shall be subject to the availability of appropriated funds, resources and personnel of each Party. Financial arrangements shall be agreed upon by the Parties in writing before the commencement of each activity.

ARTICLE IV. 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 provisions of Annex I of the Agreement, as amended. Provisions for the protection of classified information and unclassified export-controlled information and equipment, are set forth in Annex I of this Memorandum which constitutes an integral part of this Memorandum.

ARTICLE V. 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 VI. PLANNING AND REVIEW OF ACTIVITIES

The Parties shall designate representatives who, at such times as the Parties may agree, shall review the activities under this Memorandum and develop proposals for future activities, as appropriate.

ARTICLE VII. 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 planned, 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 source, and other undertakings, obligations, or conditions not included in this Memorandum. In case of inconsistency between the terms of this Memorandum and the terms of a Project Annex, the terms of this Memorandum shall be controlling.

ARTICLE VIII. ENTRY INTO FORCE AND TERMINATION

This Memorandum shall enter into force upon signature by both Parties and remain in force until terminated. It may be amended by mutual written agreement, 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 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 Mexico City, in duplicate, in the English and Spanish languages, both texts being equally authentic.

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

FOR THE NATIONAL CENTER  
FOR THE PREVENTION OF  
DISASTERS OF THE  
UNITED MEXICAN STATES:

R D Krushensky

Signature

Richard D. Krushensky

Name

Staff Scientist for Latin America

Title

May 7, 1996

Date

Roberto Meli

Signature

Roberto Meli

Name

Director General

Title

May 7, 1996

Date