

No. 50889

**United States of America
and
Algeria**

Memorandum of Understanding between the U.S. Geological Survey of the U.S. Department of the Interior of the United States of America and the Office National de la Recherche Géologique et Minière of the Ministry of Energy and Mines of the Democratic and Popular Republic of Algeria concerning scientific and technical cooperation in the earth sciences (with annexes). Algiers, 21 February 2000

Entry into force: *21 February 2000 by signature, in accordance with article XI*

Authentic texts: *English and French*

Registration with the Secretariat of the United Nations: *United States of America, 18 June 2013*

**États-Unis d'Amérique
et
Algérie**

Protocole d'accord entre l'U.S. Geological Survey du Département de l'intérieur des États-Unis d'Amérique et l'Office national de la recherche géologique et minière du Ministère de l'énergie et des mines de la République algérienne démocratique et populaire concernant la coopération scientifique et technique dans le domaine des sciences de la terre (avec annexes). Alger, 21 février 2000

Entrée en vigueur : *21 février 2000 par signature, conformément à l'article XI*

Textes authentiques : *anglais et français*

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : *États-Unis d'Amérique, 18 juin 2013*

[ENGLISH TEXT – TEXTE ANGLAIS]

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. GEOLOGICAL SURVEY
OF THE
U.S. DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND THE
OFFICE NATIONAL DE LA RECHERCHE
GEOLOGIQUE ET MINIERE
OF THE
MINISTRY OF ENERGY AND MINES
OF THE
DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE EARTH SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The U.S. Geological Survey of the U.S. Department of the Interior (hereinafter referred to as the "USGS") of the United States of America and the Office National de la Recherche Geologique et Miniere of the Ministry of Energy and Mines of the Democratic and Popular Republic of Algeria (hereinafter referred to as the "ORGM") hereby agree to pursue scientific and technical cooperation in the earth 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 U.S. Geological Survey (USGS) and the Office of National de la Recherche Geologique et Miniere (ORGM) with respect to the earth sciences.

3. Each Party may, with the consent of the other Party, invite agencies of its government to participate in activities undertaken pursuant to this Memorandum.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Memorandum may consist of exchanges of technical information, visits, and cooperative 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-hazards, resources and environment;

- B. Biology and 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 where they are implemented.

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. The implementing agencies shall agree in accordance with Article VIII, below, upon specific Project Annexes in writing before the commencement of each activity hereunder.

ARTICLE IV. FEE AND TAX EXEMPTION

The implementing agencies shall make best efforts to obtain from their respective Governments the exoneration of all fees and taxes, including taxes on services rendered, levied on the following items, related to or used in furtherance of activities under this Memorandum provided that such exemptions are provided for in the applicable law:

- A. Personal effects being used by and belonging to USGS personnel.
- B. Imported scientific and technical material and equipment that belong to the U.S. Government and that would remain U.S. Government property.
- C. All contracts for construction of facilities and goods and services in support of these activities necessary to implement this Memorandum.

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.

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 information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE VII. PLANNING AND REVIEW OF ACTIVITIES

The USGS and ORGM shall each designate a principal representative who, at such times 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 USGS and ORGM 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 sources, 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.

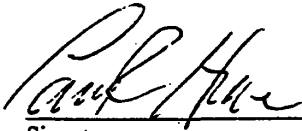
ARTICLE XI. ENTRY INTO FORCE AND TERMINATION

This Memorandum shall enter into force upon signature by both Parties and remain in force until terminated by the Parties. It may be amended or extended 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 have been initiated prior to such termination.

Done at Reston and Algiers, in duplicate, in the English and French languages, both texts being equally authentic.

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



Signature

Cameron Hume

Name

Ambassador

Title

21 February 2000

Date

FOR THE OFFICE NATIONAL DE LA
RECHERCHE GEOLOGIQUE ET
MINIERE OF THE DEMOCRATIC AND
POPULAR REPUBLIC OF ALGERIA:



Signature

M. T. Bouarroudj

Name

Director of ORGM

Title

21 February 2000

Date