

**No. 50939**

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**United States of America  
and  
Nicaragua**

**Memorandum of Understanding between the U.S. Geological Survey of the Department of the Interior of the United States of America and the Nicaraguan Institute of Territorial Studies of Nicaragua concerning scientific and technical cooperation in the earth and mapping sciences (with annexes). Reston, 4 March 1999, and Managua, 10 March 1999**

**Entry into force:** *10 March 1999 by signature, in accordance with article IX*

**Authentic text:** *English*

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

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

**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 nicaraguayen des études territoriales du Nicaragua relatif à la coopération scientifique et technique dans le domaine des sciences de la terre et de la cartographie (avec annexes). Reston, 4 mars 1999, et Managua, 10 mars 1999**

**Entrée en vigueur :** *10 mars 1999 par signature, conformément à l'article IX*

**Texte authentique :** *anglais*

**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  
DEPARTMENT OF THE INTERIOR  
OF THE UNITED STATES OF AMERICA  
AND THE  
NICARAGUAN INSTITUTE OF TERRITORIAL  
STUDIES OF NICARAGUA  
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 Nicaraguan Institute of Territorial Studies (hereinafter referred to as the "INETER") hereby agree to pursue scientific and technical cooperation with respect to 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 USGS and the INETER (hereinafter referred to as the "Parties") with respect to the geological, geophysical, seismological, hydrogeological, disaster preparedness and mitigation, and mapping sciences.

3. For cooperation requested by the INETER that extends into subjects outside the authority of the USGS, the USGS may, with the consent of the INETER 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.

4. For cooperation requested by the USGS that extends into subjects outside the authority of the INETER, the INETER may, with the consent of the USGS and to the extent permitted by Nicaraguan laws and policies, endeavor to include the participation of other Nicaraguan 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 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;
- G. Biology and biological technical developments; and
- H. 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 to each Party. Financial arrangements shall be agreed upon by the Parties in writing before the commencement of each activity.

## **ARTICLE IV. TAX EXEMPTION**

The Parties pledge to seek from the respective Governments the exoneration of all fees and taxes, including taxes on services rendered, levied on the following items, within the scope of this Memorandum.

- A. Personal effects being used by and belonging to USGS personnel;
- B. Imported scientific and technical material and equipment that belongs to the U.S. Government and would remain its property until the end of the project; and
- C. All contracts for construction of facilities 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 the provisions of Annex I of the Memorandum. Provisions for the protection of classified information and unclassified export-controlled information and equipment are set forth in Annex II of this Memorandum. Annexes I and II constitute an integral part 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**

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 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 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 IX. ENTRY INTO FORCE AND TERMINATION**

This Memorandum shall enter into force upon signature by both Parties and remain in force for five (5) years. It may be amended or extended by mutual written agreement, and may be terminated at any time by either Party upon ninety (90) days 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 and Managua, in duplicate, in the English language.