

**No. 51036**

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**United States of America  
and  
Tuvalu**

**Memorandum of Understanding between the U.S. Geological Survey of the Department of the Interior of the United States of America and the Meteorological Department of the Ministry for Works and Communications of the Tuvalu Government concerning scientific and technical cooperation in the earth sciences (with annexes). Reston, 3 August 2001, and Funafuti, 26 October 2001**

**Entry into force:** *26 October 2001 by signature, in accordance with article IX*

**Authentic text:** *English*

**Registration with the Secretariat of the United Nations:** *United States of America, 15 July 2013*

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

**Mémoire d'accord entre le Service de prospection géologique du Département de l'intérieur des États-Unis d'Amérique et le Service météorologique du Ministère des travaux et des communications du Gouvernement de Tuvalu relatif à la coopération scientifique et technique dans le domaine des sciences de la Terre (avec annexes). Reston, 3 août 2001, et Funafuti, 26 octobre 2001**

**Entrée en vigueur :** *26 octobre 2001 par signature, conformément à l'article IX*

**Texte authentique :** *anglais*

**Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies :** *États-Unis d'Amérique, 15 juillet 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  
METEOROLOGICAL DEPARTMENT  
OF THE  
MINISTRY FOR WORKS AND COMMUNICATIONS  
OF THE  
TUVALU GOVERNMENT  
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 Meteorological Department of the Ministry for Works and Communications of the Tuvalu Government (hereinafter “Met. Dept.”) 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 the Met. Dept. (hereinafter “Party” or “Parties”) with respect to the earth and biological sciences.
3. Each Party may, with the consent of the other Party and to the extent permitted by the laws and policies of each Government, invite other government entities to participate in activities undertaken pursuant to this Memorandum.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under the Memorandum may consist of, but are not limited to, exchanges of scientific and technical knowledge, equipment and expertise, 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 environment;
  - B. Biology, 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.

### 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 Parties shall agree in accordance with Article VIII, below, upon specific Project Annexes in writing 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.

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 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 the case of any 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 until terminated at any time by either Party upon ninety (90) days prior written notice to the other Party. This Memorandum may be amended by mutual written agreement after appropriate approvals of the Parties. Unless otherwise agreed, the termination of the 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 Funa-futi, 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

Charles G. Groat

Director

Date

FOR THE METEOROLOGICAL  
DEPARTMENT OF THE MINISTRY FOR  
WORKS AND COMMUNICATIONS OF  
THE TUVALU GOVERNMENT:

Signature

Name

Minister of Works, Communication & Transport  
Title

Date