

**No. 51057\***

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**United States of America  
and  
Gabon**

**Agreement among the U.S. Geological Survey of the Department of the Interior of the United States of America and the Ministry of the Superior Education and Scientific Research and the Ministry of Energy, Mines and Petroleum of the Gabonese Republic concerning scientific and technical cooperation in the earth sciences (with annexes). Reston, 26 September 2001, and Libreville, 22 April 2003 and 23 April 2003**

**Entry into force:** *23 April 2003 by signature, in accordance with article IX*

**Authentic text:** *English*

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

**Accord entre l'Institut d'études géologiques du Département de l'intérieur des États-Unis d'Amérique et le Ministère de l'enseignement supérieur et de la recherche scientifique et le Ministère de l'énergie, des mines et du pétrole de la République gabonaise relatif à la coopération scientifique et technique dans le domaine des sciences de la terre (avec annexes). Reston, 26 septembre 2001, et Libreville, 22 avril 2003 et 23 avril 2003**

**Entrée en vigueur :** *23 avril 2003 par signature, conformément à l'article IX*

**Texte authentique :** *anglais*

**Enregistrement auprès du Secrétariat des Nations Unies :** *États-Unis d'Amérique, 15 juillet 2013*

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[ ENGLISH TEXT – TEXTE ANGLAIS ]

AGREEMENT  
AMONG  
THE U.S. GEOLOGICAL SURVEY  
OF THE  
DEPARTMENT OF THE INTERIOR  
OF THE UNITED STATES OF AMERICA  
AND THE  
MINISTRY OF THE SUPERIOR EDUCATION AND SCIENTIFIC RESEARCH  
AND THE  
MINISTRY OF ENERGY, MINES AND PETROLEUM  
OF THE GABONESE REPUBLIC  
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 Ministry of the Superior Education and Scientific Research and the Ministry of Energy, Mines and Petroleum of the Gabonese Republic (hereinafter “Gabonese Party”) hereby agree to continue scientific and technical cooperation in the earth sciences in accordance with this Agreement.

2. The purpose of this Agreement is to continue 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 Gabonese Party (hereinafter “Party” or “Parties”) with respect to the earth 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 of the United States and the Gabonese Republic to participate in activities undertaken pursuant to this Agreement.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Agreement may consist of, but are not limited to, exchanges of technical information, training, visits, 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 Agreement shall be undertaken in accordance with the laws, regulations, and procedures of each country.

### ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this Agreement shall be subject to the availability of personnel, resources, and funds. This Agreement 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 Agreement.

### 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 Agreement;
- 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 Agreement; and
- C. Personal property of personnel of the other Party or entities of that Party implementing provisions of this Agreement.

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 Agreement shall be governed by Annex I of this Agreement. Provisions for the protection of classified information and unclassified export-controlled information and equipment are set forth in Annex II of this Agreement.

ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party under this Agreement 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 Agreement and develop proposals for future activities, as appropriate.

ARTICLE VIII. PROJECT ANNEXES

Any activity carried out under this Agreement 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 Agreement, 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 Agreement. In the case of any inconsistency between the terms of this Agreement and the terms of a Project Annex, the terms of this Agreement shall be controlling.

ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

This Agreement 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. Unless otherwise agreed, the termination of this Agreement, whether by expiration or by notice of a Party, shall not affect the validity or duration of activities/projects under this Agreement or the previous Memorandum of Understanding between the U.S. Geological Survey and the Gabonese Party.