

No. 51129*

**United States of America
and
Turkey**

Memorandum of Understanding between the U.S. Geological Survey of the Department of the Interior of the United States of America and the Ministry of Public Works and Settlement of the Republic of Turkey concerning scientific and technical cooperation in the earth sciences (with annexes). Reston, 7 February 2002, and Ankara, 10 April 2002

Entry into force: *10 April 2002 by signature, in accordance with article IX*

Authentic texts: *English and Turkish*

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**États-Unis d'Amérique
et
Turquie**

Mémorandum d'accord entre l'Institut d'études géologiques des États-Unis du Département de l'intérieur des États-Unis d'Amérique et le Ministère des travaux publics et de l'habitat de la République turque relatif à la coopération scientifique et technique dans le domaine des sciences de la terre (avec annexes). Reston, 7 février 2002, et Ankara, 10 avril 2002

Entrée en vigueur : *10 avril 2002 par signature, conformément à l'article IX*

Textes authentiques : *anglais et turc*

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

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[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
MINISTRY OF PUBLIC WORKS AND SETTLEMENT
OF THE
REPUBLIC OF TURKEY
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 Public Works and Settlement of the Republic of Turkey (hereinafter “MPWS”) 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 MPWS (hereinafter “Parties”) with respect to the earth sciences.

3. Each Party may, with the consent of the other Party and to the extent permitted by laws and policies of each Government, invite other government entities of the United States and the Republic of Turkey to participate in activities undertaken pursuant to this Memorandum.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Memorandum may consist of but are not limited to the 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 the following:

A. Earth-science investigations, including hazards, resources and environment, and research on earthquake monitoring and prediction;

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 customs duties, and other charges 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 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 the 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 remains 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 Memorandum, shall not affect the validity or duration of projects under this Memorandum that have been initiated prior to such termination. This Memorandum may be amended by mutual written agreement by the Parties.

Done at Reston and Ankara, in duplicate, in the English and Turkish 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 

Charles G. Groat

Director

Date FEBRUARY 7, 2002

FOR THE MINISTRY OF PUBLIC
WORKS AND SETTLEMENT OF THE
REPUBLIC OF TURKEY:

Signature 

Name Mustafa TAYMAZ

Title General Director

Date APRIL 10, 2002