

No. 51160

**United States of America
and
Chile**

Memorandum of Understanding between the U.S. Geological Survey -- Department of the Interior of the United States of America and the Comisión Nacional de Investigación Científica y Tecnológica of the Republic of Chile concerning scientific and technical co-operation in the earth sciences. Washington, 16 January 2004 and 20 January 2004

Entry into force: *20 January 2004 by signature, in accordance with article IX*

Authentic texts: *English and Spanish*

Registration with the Secretariat of the United Nations: *United States of America, 20 August 2013*

**États-Unis d'Amérique
et
Chili**

Mémorandum d'accord entre le Service de prospection géologique du Département de l'intérieur des États-Unis d'Amérique et la Commission nationale de recherche scientifique et technologique de la République du Chili relatif à la coopération scientifique et technique dans le domaine des sciences de la Terre. Washington, 16 janvier 2004 et 20 janvier 2004

Entrée en vigueur : *20 janvier 2004 par signature, conformément à l'article IX*

Textes authentiques : *anglais et espagnol*

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : *États-Unis d'Amérique, 20 août 2013*

[ENGLISH TEXT – TEXTE ANGLAIS]

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. GEOLOGICAL SURVEY
DEPARTMENT OF THE INTERIOR
OF THE
UNITED STATES OF AMERICA
AND THE
COMISIÓN NACIONAL DE INVESTIGACIÓN
CIENTÍFICA Y TECNOLÓGICA
OF THE
REPUBLIC OF CHILE
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 Comisión Nacional de Investigación Científica y Tecnológica of the Republic of Chile (hereinafter “CONICYT”) 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 between the USGS and CONICYT (hereinafter “Party” or “Parties”) with respect to the earth sciences.

3. This Memorandum is subject to the Basic Agreement Relating to Scientific and Technological Cooperation between the Government of the United States of America and the Government of the Republic of Chile (hereinafter the “Science and Technology Agreement”), signed May 14, 1992, as extended.

4. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation among government agencies, universities, research centers, institutions, private sector companies and other entities of the two countries.

Each Party may, with the consent of the other Party and to the extent permitted by laws and policies of each Party’s Government, invite other government entities or agencies of the United States and Chile, and other entities, including scientists, technical experts, governmental agencies and institutions of third countries or international

organizations, to participate in activities undertaken pursuant to this Memorandum, subject to such terms and conditions as the Parties may specify.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Memorandum may consist of exchanges of technical information, visits, participation in training courses, conferences and symposia; the exchange of professional Geoscientists in areas of mutual interest; and any other 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, including hazards, resources and environment;
- B. Biology, biological investigations and technical developments;
- C. Geographic and geospatial analysis and investigations;
- 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

1. Each Party shall use its best efforts, to the extent permitted by its laws and regulations and as provided by the Science and Technology Agreement, to facilitate entry into and exit from its territory of personnel and equipment of the other country, engaged in or used in projects and programs under the Agreement.

2. Each Party shall endeavor to ensure that all participants in agreed cooperative activities under this Memorandum have access to facilities and personnel within its country as needed to carry out those activities.

ARTICLE V. INTELLECTUAL PROPERTY

The protection of intellectual property created or furnished in the course of activities under this Memorandum, the allocation of rights for such intellectual property, and business-confidential information obtained and/or exchanged pursuant to this Memorandum, shall be governed by the provisions of Annex I (Intellectual Property) of the Science and Technology Agreement.

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 to supervise activities under this Memorandum. The Principal Representatives shall consult by any mutually agreeable means to review the progress, problems, and effectiveness of activities under this Memorandum, and to 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 case of any inconsistency between the terms of this Memorandum and the terms of a Project Annex, the terms of this Memorandum shall control.

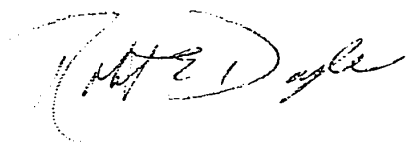
ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

This Memorandum shall enter into force upon signature and shall remain in force for as long as the Science and Technology Agreement shall remain in force. It may be amended or extended by written agreement of the Parties. Either Party may terminate this Memorandum upon ninety (90) days prior written notice, through diplomatic channels, to the other Party. Such termination shall be without prejudice to the rights that

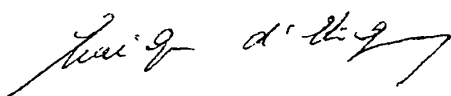
may have accrued to either Party under Annex I (Intellectual Property) to the Science and Technology Agreement. Unless otherwise agreed, the termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum that are initiated prior to such termination.

DONE at Washington this sixteenth and twentieth of January, 2004, in duplicate in the English and Spanish languages, both texts being equally authentic.

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

A handwritten signature in dark ink, appearing to read "M. E. 1" followed by a stylized surname, enclosed within a large, loopy circular flourish.

FOR THE COMISIÓN NACIONAL
DE INVESTIGACIÓN CIENTÍFICA Y
TECNOLÓGICA OF THE REPUBLIC
OF CHILE:

A handwritten signature in dark ink, appearing to read "Luis G. A. H. G." followed by a stylized surname, written in a cursive script.