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**United States of America
and
Mongolia**

Memorandum of Understanding between the U.S. Geological Survey of the Department of the Interior of the United States of America and the Mongolian Academy of Sciences of Mongolia concerning scientific and technical cooperation in the earth sciences (with annexes). Reston, 2 April 2003 and Ulaanbaatar, 26 June 2003

Entry into force: *26 June 2003 by signature, in accordance with article IX*

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**États-Unis d'Amérique
et
Mongolie**

Mémoire d'accord entre l'Institut d'études géologiques des États-Unis du Département de l'intérieur des États-Unis d'Amérique et l'Académie mongole des sciences de la Mongolie relatif à la coopération scientifique et technique dans le domaine des sciences de la terre (avec annexes). Reston, 2 avril 2003 et Oulan-Bator, 26 juin 2003

Entrée en vigueur : *26 juin 2003 par signature, conformément à l'article IX*

Texte authentique : *anglais*

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

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[ENGLISH TEXT – TEXTE ANGLAIS]

MG-03.0000

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND THE
MONGOLIAN ACADEMY OF SCIENCES
OF
MONGOLIA
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 Mongolian Academy of Sciences of Mongolia (hereinafter “MAS”) 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 MAS (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 to participate in activities undertaken pursuant to 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 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. Any assignment of Executive Branch personnel in Mongolia under this proposed Memorandum will be governed by NSDD38 procedures.

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 control.

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 (90) days prior written notice to the Party. Unless otherwise agreed, the termination of the MOU shall not affect the validity or duration of activities/projects under this MOU or the previous MOU between the USGS and the MAS. This Memorandum may be amended by written agreement of the Parties.