

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND THE
NATURAL RESOURCES AUTHORITY
OF THE
MINISTRY OF ENERGY AND MINERAL RESOURCES
OF THE
HASHEMITE KINGDOM OF JORDAN
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 Natural Resources Authority of the Ministry of Energy and Mineral Resources of the Hashemite Kingdom of Jordan (hereinafter "NRA") hereby agree to continue scientific and technical cooperation in the earth sciences in accordance with this Memorandum of Understanding (hereinafter "MOU").
2. The purpose of this MOU 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 NRA (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 laws and policies of each Government, invite other government entities of the United States and Jordan to participate in activities undertaken pursuant to this MOU.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this MOU may consist of, but are not limited to, exchanges of technical information, 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. Geospatial data applications;

D. Information systems.

2. Activities under this MOU shall be undertaken in accordance with the laws, regulations, and procedures of each country.

ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this MOU shall be subject to the availability of personnel, resources, and funds. This MOU shall not be construed to obligate any particular expenditure or commitment of resources or personnel. The Parties shall agree in accordance with Article VII, below, upon specific Project Annexes in writing before the commencement of any activity pursuant to this MOU.

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 MOU.

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 MOU; and

C. Personal property of personnel of the other Party or entities of that Party implementing provisions of this MOU.

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

ARTICLE VI. DISCLAIMER

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

ARTICLE VIII. PROJECT ANNEXES

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

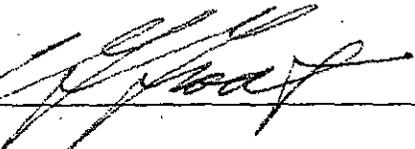
ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

This MOU shall enter into force upon signature by both Parties and remain in force for 5 years. This MOU can only be amended or extended by mutual written MOU after appropriate approvals, and may be 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 MOU, whether by expiration or by notice of a Party, shall not affect the validity or duration of projects under this MOU that have been initiated prior to such termination.

Done at Reston and Amman, in duplicate, in the English language.

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

FOR THE NATURAL RESOURCES
AUTHORITY OF THE MINISTRY OF
ENERGY AND MINERAL RESOURCES
OF THE HASHEMITE KINGDOM OF
JORDAN:



Signature



Signature

Charles G. Groat

Mohammad Gharaybeh
Name

Director

Director General
Title

DEC. 9, 2002
Date

26 / 8 / 2003
Date

ANNEX I

INTELLECTUAL PROPERTY

Preamble

Pursuant to Article V of this MOU:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this MOU and relevant Project Annexes. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this MOU and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

I. SCOPE

A. This Annex is applicable to all cooperative activities undertaken pursuant to this MOU, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this MOU, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

C. This Annex addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with the Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

D. Disputes concerning intellectual property arising under this MOU should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual MOU of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

E. Termination or expiration of this MOU shall not affect rights or obligations under this Annex.

II. ALLOCATION OF RIGHTS

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this MOU. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in Section II (A) above, shall be allocated as follows:

1. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.

2. (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own territory. Rights and interests in third countries will be determined in Project Annexes. If research is not designated as "joint research" in the relevant Project Annex, rights to intellectual property arising from the research will be allocated in accordance with paragraph II.B.1. In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.

(b) Notwithstanding paragraph II.B.2(a), if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to royalties as provided in paragraph II.B.2 (a).

III. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under this MOU, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

ANNEX II

SECURITY OBLIGATIONS

I. PROTECTION OF SENSITIVE TECHNOLOGY

Both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its applicable national laws and regulations shall be provided under this MOU. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities pursuant to this MOU, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information and equipment and shall, if appropriate, amend this MOU to incorporate such measures.

II. TECHNOLOGY TRANSFER

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or Project Annexes. Export controlled information shall be marked to identify it as export controlled and identify any restrictions on further use or transfer.