

PROTOCOL
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND
INSTITUTE OF SPACE AND EARTH INFORMATION SCIENCE
OF
THE CHINESE UNIVERSITY OF HONG KONG
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN EARTH SCIENCES

ARTICLE I. PARTIES

The Parties to this Protocol are the U.S. Geological Survey (USGS) of the Department of the Interior of the United States of America and the Institute of Space and Earth Information Science (ISEIS) of The Chinese University of Hong Kong of the Hong Kong Special Administrative Region of the People's Republic of China. The USGS and ISEIS ("Party" or "Parties") hereby agree to pursue scientific and technical cooperation in the Earth sciences in accordance with this Protocol.

ARTICLE II. BACKGROUND

The Parties share common interests in geographic information science, technology development, and other Earth science topics. Under the auspices of this Protocol, both Parties can enhance cooperation in remotely sensed data acquisition and management, conduct Earth and environmental science research and application, and implement other common responsibilities and exchanges.

ARTICLE III. SCOPE AND OBJECTIVES

1. The purpose of this Protocol is to provide the authority and framework for collaborative activities between the Parties in the areas of remote sensing, geographic information systems (GIS), information technology (IT), and data archive and management.

2. This Protocol is subject to and governed by the Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology signed in Washington, D.C. on January 31, 1979, as amended and extended (hereinafter "S&T Agreement").

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

4. 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 China, 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 Protocol, subject to such terms and conditions as the Parties may specify.

ARTICLE IV. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Protocol may consist of 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 follows:

- a. Geographic and geospatial data applications;
- b. Information systems;
- c. Earth science investigations, such as those that relate to hazards, resources, and the environment;
- d. Biology and biological investigations and technical developments;
- e. Mineral and energy resources activities; and
- f. Water resources and other hydrologic investigations.

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

ARTICLE V. PROJECT ANNEXES

Any activity carried out under this Protocol shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals are planned, such activity shall be described in a Project Annex agreed upon by both Parties to this Protocol, which shall set forth, in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding source, and other undertakings, obligations, or conditions not included in this Protocol. In case of inconsistency between the terms of this Protocol and the terms of a Project Annex, the terms of this Protocol shall control.

ARTICLE VI. 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 with the other Party's representatives to review the activities under this Protocol and develop proposals for future activities, as appropriate.

ARTICLE VII. AVAILABILITY OF RESOURCES

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

ARTICLE VIII. 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:

1. All transfer, ownership, construction, renovation or maintenance of facilities or property by or on behalf of the other Party to implement this Protocol.
2. 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 Protocol; and
3. Personal property of personnel of the other Party or entities of that Party implementing provisions of this Protocol.

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 IX. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Protocol shall be governed by the provisions of Annex I of the S&T Agreement.

ARTICLE X. DISCLAIMER

Information transmitted by one Party to the other Party under this Protocol 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 XI. ENTRY INTO FORCE AND TERMINATION

This Protocol shall enter into force upon signature by both Parties and remain in force for ten (10) years. This Protocol may be amended or extended by written agreement of the Parties. Either Party may terminate this Protocol upon ninety (90) days' written notice, through diplomatic channels, to the other Party. Unless otherwise agreed, the termination of this Protocol shall not affect the validity or duration of projects under this Protocol that are initiated prior to such termination.

Done at Hong Kong in duplicate, in the English and Chinese languages, each text being equally authentic.

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

FOR INSTITUTE OF SPACE AND EARTH
INFORMATION SCIENCE OF THE
CHINESE UNIVERSITY OF HONG KONG
OF THE PEOPLE'S REPUBLIC OF
CHINA:



Signature



Signature

Bryant Cramer

Name

Lawrence J. Lau

Name

Associate Director for Geography

Title

President and Vice-Chancellor

Title

9 NOVEMBER 2009

Date

9 NOVEMBER 2009

Date

I certify that this is a true copy of the original Memorandum of Understanding.

D. A. Poole
International Program Specialist
U.S. Geological Survey
Office of International Programs

Date