

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE
UNITED STATES OF AMERICA
AND THE
BOGAZICI UNIVERSITY - KANDILLI OBSERVATORY AND EARTHQUAKE RESEARCH
INSTITUTE, ISTANBUL, TURKEY
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE EARTH SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The United States Geological Survey of the Department of the Interior of the Government of the United States of America (hereinafter "USGS") and the Bogazici University - Kandilli Observatory and Earthquake Research Institute of Bogazici University, Istanbul, Turkey (hereinafter "KOERI") 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 KOERI (hereinafter "Party" or "Parties") with respect to the Earth sciences.

3. This Memorandum is subject to and governed by the Agreement on Scientific and Technological Cooperation between the Government of the United States of America and the Government of the Republic of Turkey (hereinafter the "S&T Agreement"), signed at Washington, October 20, 2010.

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 the programs of the Parties.

2. 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 the 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.

3. Activities under this Memorandum shall be undertaken in accordance with the national laws, regulations, and procedures of the two Parties.

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 Parties.

5. Each Party may, with the consent of the other Party and to the extent permitted by the laws and policies of each Party's Government, invite other government entities or agencies of the United States of America and Turkey, 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 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.

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.

ARTICLE V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum shall be governed by the provisions of Annex I of the S&T Agreement. The protection of classified information and unclassified export-controlled information and equipment shall be governed by the provisions of Annex II of the S&T 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 who, at such times as the Parties shall mutually agree, 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 are planned, 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, TERMINATION, AND AMENDMENT

This Memorandum shall enter into force upon signature by both Parties and remain in force until terminated 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, and this Memorandum shall continue to apply to such projects until they are discontinued. This Memorandum may be amended by mutual written agreement of the Parties.

Done at Reston and Ankara, in duplicate, in the English and Turkish languages, both texts being equally authentic.

FOR THE UNITED STATES GEOLOGICAL
SURVEY OF THE DEPARTMENT OF
THE INTERIOR OF THE UNITED STATES
OF AMERICA:

FOR THE BOGAZICI UNIVERSITY
-KANDILLI OBSERVATORY AND
EARTHQUAKE RESEARCH
INSTITUTE:

Marcia McNutt
Signature

Prof. Dr. Kadri Ozcaldiran
Signature

Marcia McNutt

Prof. Dr. Kadri Ozcaldiran

Director

Rector, Bogazici University

2/18/11
Date

1/26/11
Date

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

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

2/23/11
Date