

SCIENTIFIC COOPERATION

**Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and NICARAGUA**

Signed at Reston and Managua
March 4 and 10, 1999

with

Annexes

and

Agreement Amending and Extending the
Memorandum of Understanding

Signed at Reston and Managua
May 24 and June 25, 2004



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

NICARAGUA

Scientific Cooperation

*Memorandum of understanding signed at
Reston and Managua March 4 and 10, 1999;
Entered into force March 10, 1999.
With annexes.
And agreement amending and extending the
memorandum of understanding.
Signed at Reston and Managua
May 24 and June 25, 2004;
Entered into force June 25, 2004.*

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND THE
NICARAGUAN INSTITUTE OF TERRITORIAL
STUDIES OF NICARAGUA
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE EARTH AND MAPPING 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 referred to as the "USGS") and the Nicaraguan Institute of Territorial Studies (hereinafter referred to as the "INETER") hereby agree to pursue scientific and technical cooperation with respect to earth sciences in accordance with this Memorandum of Understanding (hereinafter referred to as the "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 the INETER (hereinafter referred to as the "Parties") with respect to the geological, geophysical, seismological, hydrogeological, disaster preparedness and mitigation, and mapping sciences.

3. For cooperation requested by the INETER that extends into subjects outside the authority of the USGS, the USGS may, with the consent of the INETER and to the extent permitted by United States laws and policies, endeavor to include the participation of other United States entities in the development and undertaking of activities within the scope of this Memorandum.

4. For cooperation requested by the USGS that extends into subjects outside the authority of the INETER, the INETER may, with the consent of the USGS and to the extent permitted by Nicaraguan laws and policies, endeavor to include the participation of other Nicaraguan entities in the development and undertaking of activities within the scope of 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 ongoing programs of the Parties. Specific areas of cooperation include, but are not limited to, such areas of mutual interest as:

- A. Assessment and mitigation of geologic hazards and risks (volcanoes, earthquakes, landslides, and tsunami);
- B. Geologic mapping;
- C. Disaster preparedness and mitigation studies;
- D. The environment;
- E. Remote sensing;
- F. Water resources and other hydrologic investigations;
- G. Biology and biological technical developments; and
- H. Publications, libraries, and information systems.

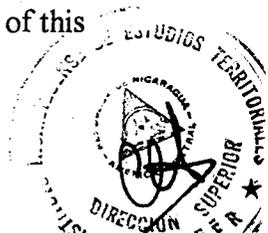
2. Activities under this Memorandum shall be undertaken in accordance with the laws, regulations, and procedures of each country.

ARTICLE III. SOURCE OF FUNDING

Cooperative activities under this Memorandum shall be subject to the availability of appropriated funds, resources, and personnel to each Party. Financial arrangements shall be agreed upon by the Parties in writing before the commencement of each activity.

ARTICLE IV. TAX EXEMPTION

The Parties pledge to seek from the respective Governments the exoneration of all fees and taxes, including taxes on services rendered, levied on the following items, within the scope of this Memorandum.



- A. Personal effects being used by and belonging to USGS personnel;
- B. Imported scientific and technical material and equipment that belongs to the U.S. Government and would remain its property until the end of the project; and
- C. All contracts for construction of facilities necessary to implement this Memorandum.

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 the provisions of Annex I of the Memorandum. Provisions for the protection of classified information and unclassified export-controlled information and equipment are set forth in Annex II of this Memorandum. Annexes I and II constitute an integral part 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

The Parties shall designate representatives who, at such times as the Parties may agree, shall 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 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 source, and other undertakings, obligations, or conditions not included in this Memorandum. In case of inconsistency between the terms of this Memorandum and the terms of a Project Annex, the terms of this Memorandum shall be controlling.

ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

This Memorandum shall enter into force upon signature by both Parties and remain in force for five (5) years. It may be amended or extended by mutual written agreement, and may be terminated at any time by either Party upon ninety (90) days 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 are initiated prior to such termination.

DONE at Reston and Managua, 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 NICARAGUAN INSTITUTE
OF TERRITORIAL STUDIES
(INETER):**

Charles G. Groat
Signature

Claudio Gutierrez Huete
Signature



Charles G. Groat
Name

Claudio Gutierrez Huete
Name

Director, U.S. Geological Survey
Title

Director General, INETER
Title

March 4, 1999
Date

March 10, 1999
Date

ANNEX I

INTELLECTUAL PROPERTY

Pursuant to Article V of the Memorandum of Understanding:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Memorandum and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Memorandum 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 Memorandum, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Memorandum, "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 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 Memorandum should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement 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 Memorandum shall not affect the rights or obligations under this Annex.



II. ALLOCATION OF RIGHTS

A. Each Party shall be entitled to a nonexclusive, 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 Memorandum. 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 implementing arrangements. If research is not designated as "joint research" in the relevant implementing arrangement, right 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 the Memorandum, 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 INFORMATION

Both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations of either Party and classified in accordance with its applicable national laws and regulations shall be provided under this Memorandum. 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 Memorandum, it shall be brought immediately to the attention of the appropriate officials and the Parties in writing and applied to this information and equipment and shall, if appropriate, amend this Memorandum 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 implementing arrangements. Export-controlled information shall be marked to identify it as export controlled and identify any restrictions on further use or transfer.



AGREEMENT
 TO AMEND AND EXTEND THE
 MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE U.S. GEOLOGICAL SURVEY
 OF
 THE DEPARTMENT OF THE INTERIOR
 OF
 THE UNITED STATES OF AMERICA
 AND THE
 NICARAGUAN INSTITUTE OF TERRITORIAL
 STUDIES OF NICARAGUA
 CONCERNING
 SCIENTIFIC AND TECHNICAL COOPERATION
 IN THE EARTH AND MAPPING SCIENCES

The Memorandum of Understanding (hereinafter "Memorandum") Between the U.S. Geological Survey (hereinafter "USGS") of the Department of the Interior of the United States of America and the Nicaraguan Institute of Territorial Studies of Nicaragua (hereinafter "INETER") (hereinafter "Party" or "Parties") Concerning Scientific and Technical Cooperation in the Earth and Mapping Sciences signed by the USGS on March 4, 1999, and INETER on March 10, 1999, is hereby amended and extended as follows:

1. Article II: Delete Article II in its entirety and substitute the following:

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 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.

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

2. Article IV: Delete article IV in its entirety and substitute the following:

ARTICLE IV. FEE AND TAX EXEMPTION

1. 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.

2. Commodities provided for under this Memorandum and acquired by the United States, its contractors, grantees, or by foreign governments or their agents where such commodities were financed with United States funds, shall be exempt from taxation, including value-added taxes (VAT) and customs duties. If such taxation is imposed, then INETER shall provide timely reimbursement to the Government of the United States or its agents. Commodities include any material, article, supplies, goods or equipment. These same rules apply to all funds provided for in this Memorandum, including grants, salaries and all monetary assistance.”

3. All other terms and conditions of the Memorandum remain unchanged.

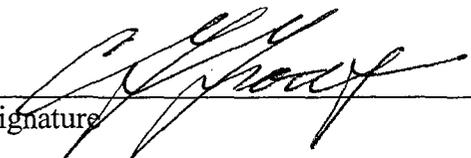
4. Entry into Force and Termination:

This Agreement shall enter into force upon signature and shall be effective from March 10, 2004. It remains in force until terminated by either Party upon ninety (90) days written notice to the other Party. The termination of this Agreement shall not affect the validity or duration of projects under this Agreement that are initiated prior to such termination.

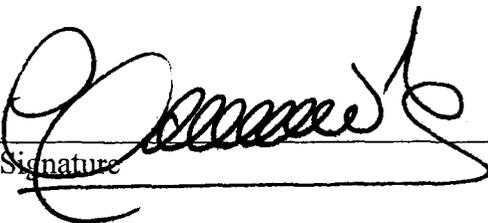
Done in Reston and Managua, in duplicate, in the English language.

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

FOR THE NICARAGUAN INSTITUTE
OF TERRITORIAL STUDIES
OF NICARAGUA:



Signature



Signature

Charles G. Groat

Name

Claudio Gutiérrez Huete

Name

Director

Title

Executive Director

Title

MAY 24, 2004

Date

JUNE 25, 2004

Date