

SCIENTIFIC COOPERATION

Earth Sciences

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

Signed at Reston and Thailand
November 10, 2014 and February 4, 2015



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.”

THAILAND

Scientific Cooperation: Earth Sciences

*Memorandum of understanding signed at
Reston and Thailand November 10, 2014 and
February 4, 2015;
Entered into force February 4, 2015.*

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE
UNITED STATES OF AMERICA
AND THE
DEPARTMENT OF GROUNDWATER RESOURCES
OF THE
MINISTRY OF NATURAL RESOURCES AND ENVIRONMENT
OF THE
KINGDOM OF THAILAND
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"), on one side, and the Department of Groundwater Resources (hereinafter "DGR") of the Ministry of Natural Resources and Environment of the Kingdom of Thailand, on the other side, (hereinafter "Party" or "Parties") hereby agree to pursue scientific and technical cooperation in the Earth sciences as specified herein.

2. This Memorandum is subject to and governed by the Agreement between the Government of the United States of America and the Government of the Kingdom of Thailand for Scientific and Technical Cooperation (hereinafter the "S&T Agreement") signed in Bangkok on August 6, 2013.

3. The purpose of this Memorandum of Understanding (MOU) 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 DGR with respect to the Earth sciences.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this MOU may consist of exchanges of technical information, visit, training, and cooperative research consistent with the ongoing programs of the Parties. Specific areas of cooperation may include such areas of mutual interest as:

- A. Geologic and geophysical investigations of geothermal resources.
- B. Groundwater quality assessment, monitoring, and remediation.
- C. Geophysical investigation of groundwater systems.
- D. Groundwater modeling and conceptual site model.
- E. Land subsidence assessment and monitoring.
- F. Information technology and database management.

- G. Land cover and environmental conditions.
- H. Joint training and staff exchange assignments.
- I. Other areas of cooperation of mutual interest to the Parties.

2. Activities under this MOU shall be undertaken consistent with the applicable national laws and regulations of each Party.

3. 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 United States and Thailand.

4. 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 and Thailand, 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 MOU, subject to such terms and conditions as the Parties may specify.

ARTICLE III. AVAILABILITY OF RESOURCES

All 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.

ARTICLE IV. FEE AND TAX EXEMPTION

Consistent 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 the import, export, purchase, ownership, use, or disposition of goods (including personal property) and services by or on behalf of the other Party in support of activities under this MOU.

ARTICLE V. INTELLECTUAL PROPERTY

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

ARTICLE VI. SECURITY OBLIGATIONS

Provisions for the protection of classified information and unclassified export-controlled information and equipment are set forth in Annex II of the S&T Agreement.

ARTICLE VII. 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 VIII. PLANNING AND REVIEW OF ACTIVITIES

Each Party shall designate a principal representative who, at such times as the Parties shall mutually agree, shall review the activities conducted under this MOU and develop proposals for future activities, as appropriate.

ARTICLE IX. DATA EXCHANGE

The Parties acknowledge the value of exchange of scientific data and agree to promote the open exchange data within their national structures in order to provide maximum social and scientific benefits of such data.

ARTICLE X. 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 are contemplated, such activity shall be described in an agreed Project Annex (PA) 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 PA, the terms of this MOU shall control.

ARTICLE XI. ENTRY INTO FORCE, TERMINATION, AND AMENDMENT

1. This MOU shall enter into force upon signature and shall remain in force for ten (10) years and shall be automatically extended thereafter for successive periods of ten (10) years so long as the S&T Agreement is in force.

2. Either Party may terminate this MOU by providing ninety (90) days' prior written notice to the other Party. Unless otherwise agreed, the termination of this MOU shall not affect the validity or duration of activities under this MOU that have been initiated prior to such termination. The terms of this MOU shall continue to apply to such projects until they are discontinued.

3. This MOU may be amended by mutual written agreement of the Parties.

Signed at Reston, Virginia, and Thailand, in duplicate, in the English language.

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

Suzette M Kimball
Signature

Suzette M. Kimball
Name

Acting Director
Title

10 November 2014
Date

FOR THE DEPARTMENT OF
GROUNDWATER RESOURCES OF
THE MINISTRY OF NATURAL
RESOURCES AND ENVIRONMENT
OF THE KINGDOM OF THAILAND:

Praneet Roibang
Signature

Praneet Roibang
Name

Director General
Title

14 February 2015
Date