

ENVIRONMENTAL COOPERATION

GLOBE Program

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

Signed at Muscat December 8, 2009



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.”

OMAN

Environmental Cooperation: GLOBE Program

*Memorandum of understanding signed at
Muscat December 8, 2009;
Entered into force December 8, 2009.*

**Memorandum of Understanding
between
the National Aeronautics and Space
Administration (NASA)
of the United States of America and
the Ministry of Education of the
Sultanate of Oman

for Cooperation in the GLOBE
Program**

**Memorandum of Understanding between
the National Aeronautics and Space Administration
(NASA)
of the United States of America and
the Ministry of Education of the Sultanate of Oman
for Cooperation in the GLOBE Program**

PREAMBLE

The GLOBE Program is an international environmental science and education program that brings students, teachers, and scientists together to study the global environment. GLOBE has created an international network of students at primary, middle and secondary school levels studying environmental issues, making environmental measurements, and sharing useful environmental data with one another and the international science community.

The National Aeronautics and Space Administration (NASA) of the United States of America, and the Ministry of Education of the Sultanate of Oman (hereinafter referred to as "the Parties"):

Intending to increase the awareness of students throughout the world about the global environment;

Seeking to contribute to increased scientific understanding of the Earth; and

Desiring to support improved student achievement in science and mathematics;

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[Signature]

Have agreed to cooperate in the Global Learning and Observations to Benefit the Environment (GLOBE Program) as follows:

ARTICLE I RESPECTIVE RESPONSIBILITIES

A. NASA will be responsible for providing the following:

1. Coordinate U.S. Government participation in the GLOBE Program, on behalf of relevant U.S. Government Agencies;
2. Identify U.S. schools that will participate in the GLOBE Program;
3. Select, in consultation with international scientists and educators, the GLOBE environmental measurements and define specifications for measurement equipment;
4. Coordinate with the National Science Foundation (NSF) all activities related to GLOBE environmental measurements;
5. Develop, in consultation with international scientists and educators, GLOBE educational materials;
6. Translate GLOBE instructional materials related to measurement procedures and data reporting protocols into the six United Nations languages, and provide a copy of these plus all broader GLOBE educational materials to the Omani Party for further re-copying as necessary;
7. Conduct regional training sessions for GLOBE Country Coordinators and GLOBE teachers who will serve as trainers for additional GLOBE teachers in Oman;
8. Design, develop, operate, and maintain GLOBE data processing capabilities and other necessary technology and equipment;
9. Provide GLOBE software, as necessary, for use on Omani GLOBE school computers (To the extent possible, textual material appearing on computer screens will be accessible in the student's choice among the six United Nations languages.);

10. Accept environmental data reported from GLOBE schools around the world, and develop and provide resultant global environmental images to the Omani Party; and
11. Evaluate the overall GLOBE Program periodically, in consultation with international GLOBE Country Coordinators, and modify the overall program as appropriate.

B. The Ministry of Education of the Sultanate of Oman will be responsible for providing the following:

1. Identify Omani schools that will participate in the GLOBE Program and provide an updated list of Omani GLOBE schools to the U.S. Party at the beginning of each school year;
2. Ensure that Omani GLOBE schools conduct the fundamental activities of GLOBE schools (take GLOBE environmental measurements, report data, and receive and use resultant global environmental images, using GLOBE educational materials under the guidance of teachers trained to conduct the GLOBE Program);
3. Name an Omani Government Point of Contact responsible for policy-level communications with the Director of the GLOBE Program;
4. Name a Country Coordinator responsible for day-to-day management, oversight, and facilitation of the GLOBE Program in Oman;
5. Ensure that the Country Coordinator and some GLOBE teachers attend GLOBE regional training and in turn provide GLOBE training to at least one teacher in each Omani GLOBE school;
6. Ensure that GLOBE instructional materials related to measurement procedures and data reporting protocols are utilized in Omani GLOBE schools, and that broader GLOBE educational materials are appropriately translated, adapted, reproduced, and distributed to all Omani GLOBE schools;
7. Ensure that the measurement equipment used by Omani GLOBE schools to take GLOBE environmental measurements meets GLOBE specifications;
8. Ensure that teachers and students at Omani GLOBE schools calibrate GLOBE measurement equipment according to procedures provided in GLOBE instructional materials;
9. Ensure that Omani GLOBE schools have the necessary computer and communications systems to allow Internet/World Wide Web

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- access in order to report GLOBE environmental measurements and to receive and use GLOBE environmental images; if such computer and communications systems are not available in Omani schools, make agreed alternative arrangements for such reporting and receipt (At a minimum, the Oman Country Coordinator will need access to the Internet so that all measurement data from Omani GLOBE schools will be reported via Internet.); and
10. Evaluate GLOBE operations in Oman periodically and assist the U.S. Party in conducting periodic evaluation of the overall GLOBE Program.

ARTICLE 2

FINANCIAL ARRANGEMENTS

The Parties will bear the costs of fulfilling their respective responsibilities under this Memorandum of Understanding. Obligations of the Parties pursuant to this Memorandum of Understanding are subject to their respective funding procedures and the availability of appropriated funds.

The conduct of activities under this Memorandum of Understanding will be consistent with the relevant laws and regulations of the United States and Oman.

ARTICLE 3

EXCHANGE OF DATA AND GOODS

GLOBE environmental measurement data, global environmental images, educational materials, and to the extent possible, software, will be available worldwide without restriction as to their use or redistribution.

ARTICLE 4

RELEASE OF INFORMATION ABOUT THE GLOBE PROGRAM

The Parties may freely release information on the GLOBE Program as deemed appropriate without prior consultation.

ARTICLE 5

CUSTOMS AND IMMIGRATION

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[Signature]

In accordance with its laws and regulations, each party shall facilitate free customs clearance and waiver of all applicable customs duties and taxes for equipment and related goods necessary for the implementation of this Memorandum of Understanding. In the event that any customs duties or taxes of any kind are nonetheless levied on such equipment and related goods, such customs duties or taxes shall be borne by the Party of the country levying such customs duties or taxes. The Parties' obligation to ensure duty-free entry and exit of equipment and related goods is fully reciprocal. Also, each of the Parties shall facilitate the movement of persons necessary to comply with this Memorandum of Understanding into and out of its territories, subject to laws and regulations.

ARTICLE 6 INVENTION AND PATENT RIGHTS

Nothing in the Memorandum of Understanding will be construed as granting or implying any rights to, or interest in, patents or inventions of the Parties or their contractors or subcontractors.

ARTICLE 7 CONSULTATIONS

The Parties will consult promptly with each other on all issues involving interpretation or implementation of this Memorandum of Understanding.

ARTICLE 8 LIABILITY

Neither Party will make any claim against the other, its employees, a related entity of the other, or employees of the other's related entities for injury to or death of its own employees or employees of its related entities, or for damage of any kind to or loss of its own property or that of its related entities arising out of activities under this Memorandum of Understanding whether such injury death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

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[Signature]

ARTICLE 9

DURATION, TERMINATION AND AMENDMENT

This Memorandum of Understanding will enter into force upon the date of signature and will remain in force for five years. It will be automatically extended for further five-year periods. This Memorandum of Understanding may be terminated at any time by either of the Parties upon at Least three months written notice to the other of intent to terminate. This Memorandum of Understanding may be amended at any time by written agreement of the Parties.

This Memorandum of Understanding Signed in Three original duplicate at Muscat on the 8th of December 2009 in the English and Arabic languages, both texts being equally authentic.

**For the Ministry of Education
of the Sultanate of Oman:**

Her Excellency Dr. Muna bint
Salim Al-Jardania
The Undersecretary for Education
and Curricula



**For the National Aeronautics and
Space Administration (NASA):**

Mr. Michael O'Brien
Assistant Administrator for
External Relations

