

SCIENTIFIC COOPERATION

Earth Sciences

**Memorandum of Understanding between the
UNITED STATES OF AMERICA
and the REPUBLIC OF KOREA**

Signed at Seoul and Reston February 14 and March 5, 2002

Amended and Extended May 15 and 19, 2006



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.”

REPUBLIC OF KOREA

Scientific Cooperation

*Memorandum of Understanding signed at Seoul and Reston
February 14 and March 5, 2002;
Entered into force March 5, 2002;
Amended and extended May 15 and 19, 2006.*

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND THE
KOREA INSTITUTE OF GEOSCIENCE AND MINERAL RESOURCES
OF THE
OFFICE OF THE PRIME MINISTER
OF THE
REPUBLIC OF KOREA
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") and the Korea Institute of Geoscience and Mineral Resources of the Office of the Prime Minister of the Republic of Korea (hereinafter "KIGAM") 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 KIGAM (hereinafter "Party" or "Parties") with respect to the earth sciences.

3. This Memorandum is subject to the Agreement Relating to Scientific and Technical Cooperation between the Government of the United States of America and the Government of the Republic of Korea signed July 2, 1999, (hereinafter "Agreement"), which entered into force retroactively on April 29, 1999, for five years.

4. Each Party may, with the consent of the other Party and to the extent permitted by laws and policies of each Government, invite other entities of the United States and Korean governments to participate in activities undertaken pursuant to this Memorandum.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under the Memorandum may consist, without limitation, of exchanges of technical information, visits, training, 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:

- A. Earth-science investigations-hazards, resources and environment;
- B. Biology and biological investigations and technical developments;
- C. Geospatial data applications;
- 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.

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. The Parties shall agree in accordance with Article VIII below upon specific Project Annexes in writing before the commencement of each activity hereunder.

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. 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 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, and provisions for the protection of classified information and unclassified export-controlled information and equipment, shall be governed by the provisions of the Agreement between the Government of the United States of America and the Government of the Republic of Korea and any successor agreements thereto.

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 applications 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 are mutually agreed upon by the Parties, shall meet with the other representative 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 is contemplated, such activity shall be described in a Project Annex to this Memorandum agreed upon by both Parties, 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 case of any inconsistency between the terms of this Memorandum and the terms of the 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 until the termination of the Agreement. This Memorandum can only be amended by mutual written agreement after appropriate approvals, and may be terminated at any time by either Party upon ninety (90) days prior written notice to the other Party. Unless otherwise agreed, the termination of the Memorandum, whether by expiration or by notice of a Party, shall not affect the validity or duration of projects under this Memorandum that have been initiated prior to such termination.

DONE at Reston and Seoul, 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 KOREA INSTITUTE OF
GEOSCIENCE AND MINERAL
RESOURCES OF THE OFFICE
OF THE PRIME MINISTER OF
THE REPUBLIC OF KOREA:

Signature

Signature

Charles G. Groat

Name

Director

Title

Date

Date

MARCH 5, 2002

Y. H. Kwak
YOUNG-HOON KWAK
president
Feb. 14, 2002

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
KOREA INSTITUTE OF GEOSCIENCE AND MINERAL RESOURCES
OF THE
MINISTRY OF SCIENCE AND TECHNOLOGY
OF THE REPUBLIC OF KOREA
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE EARTH 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 Korean Institute of Geoscience and Mineral Resources of The Ministry of Science and Technology of the Republic of Korea (hereinafter "KIGAM") (hereinafter "Party" or "Parties") Concerning Scientific and Technical Cooperation in the Earth Sciences signed by the USGS on March 5, 2002, and KIGAM on February 14, 2002, is hereby amended and extended as follows:

1. Article I. paragraph 4: Delete in its entirety and substitute the following:

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 countries.

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 Korea, 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.

2. Entry into Force and Termination:

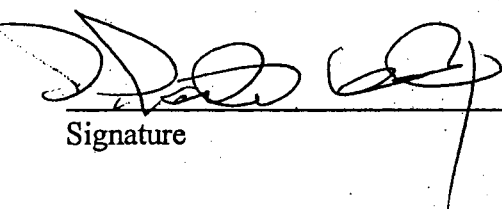
This Agreement shall enter into force upon signature and shall be retroactive from April 29, 2004. It will remain in force for the duration of the Agreement Relating to Scientific and Technical Cooperation Between the Government of the United States of America and the Government of the Republic of Korea, amended by Diplomatic Note June 25, 2004, as extended. Either Party may terminate this Agreement 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.

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

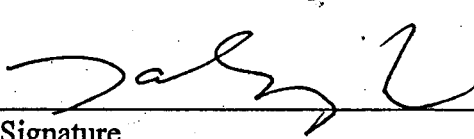
Done in Reston and Seoul, in duplicate, in the English language.

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

FOR THE KOREA INSTITUTE OF
GEOSCIENCE AND MINERAL
RESOURCES OF THE MINISTRY OF
SCIENCE AND TECHNOLOGY OF
THE REPUBLIC OF KOREA



Signature



Signature

P. Patrick Leahy

Tai Sup Lee

Acting Director

President

Title

Title

Date

Date

May 19, 2006

May 15, 2006