

SCIENTIFIC AND TECHNICAL COOPERATION

Memorandum of Agreement Between the UNITED STATES OF AMERICA and PERU

Signed at Lima July 26, 2021 and August 12, 2021

Entered into force August 11, 2022

Effective from August 12, 2021

With Exchange of Letters



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.”

MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND THE
NATIONAL COMMISSION FOR AEROSPACE RESEARCH AND DEVELOPMENT OF
THE REPUBLIC OF PERU
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 National Commission For Aerospace Research and Development of the Republic of Peru (hereinafter "CONIDA") hereby agree to pursue scientific and technical cooperation in the earth sciences in accordance with this Memorandum of Agreement (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 the CONIDA (hereinafter "Party" or "Parties") with respect to the earth sciences.

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. Energy and mineral resources;
 - B. Natural hazards;
 - C. Land resources;
 - D. Ecosystems;
 - E. Informatics and data integration.

2. Activities under this Memorandum shall be undertaken in accordance with the laws, regulations, and procedures of each Party's country.
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 two Parties.
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 Peru, 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. In accordance with Article IX below, the Parties shall agree in writing upon specific Project Annexes before the commencement of any activity pursuant to this Memorandum.

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 Memorandum.

ARTICLE V. INTELLECTUAL PROPERTY

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 Annex I, which forms an integral part of this Memorandum.

ARTICLE VI. SECURITY OBLIGATIONS

Provisions for the protection of classified information and unclassified export-controlled information and equipment are set forth in Annex II, which forms an integral part of this Memorandum.

ARTICLE VII. 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 VIII. 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 to review the activities under this Memorandum and develop proposals for future activities, as appropriate. In case of modification of the program, each Party may inform the other of its decisions and of its intentions regarding the continuation of operations.

ARTICLE IX. 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 X. ENTRY INTO FORCE, TERMINATION, AND AMENDMENT

This Memorandum shall enter into force on the date of the last signature of the Parties and remain in force for 10 years. This Memorandum can only be amended by mutual written agreement 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 this Memorandum, whether by expiration or by notice of termination by 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, Virginia, and Lima, Peru in duplicate in the English language.

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



Signature

David Applegate

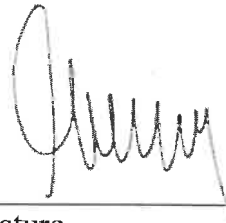
Name

Associate Director for Natural Hazards
Exercising the Delegated Authority of the
Director, U.S. Geological Survey

July 26, 2021

Date

FOR THE NATIONAL COMMISSION
FOR AEROSPACE RESEARCH AND
DEVELOPMENT OF THE REPUBLIC OF
PERU:



Signature

José A. García Morgan

Name

Chief Executive Officer

August 12, 2021

Date

ANNEX I
INTELLECTUAL PROPERTY RIGHTS

I. General Obligation

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

- A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.
- B. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.
- C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its participants, which shall be determined by that Party's laws and practices.
- D. Except as otherwise provided in this Agreement, disputes concerning intellectual property arising under this Agreement shall 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 UNCITRAL shall govern.
- E. Termination or expiration of this Agreement shall not affect the rights or obligations under this Annex.

III. Allocation of Rights

- A. Each Party shall be entitled to a worldwide, non-exclusive, irrevocable, royalty-free license to translate, reproduce, and publicly distribute monographs, scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All

publicly distributed copies of a copyrighted work prepared under this Agreement 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 paragraph III.A above, shall be allocated as follows:

(1) Visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution in effect/applicable to its researchers. In addition, each creator is entitled to a share of the intellectual property licensing royalties that the host institution receives. For purposes of this Agreement, a visiting researcher is a researcher visiting an institution of the other Party (host institution) and engaged in work planned solely by the host institution.

(2) (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by Paragraph III.(B)(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses, rights and royalties in accordance with the applicable policies of the institution employing or sponsoring that creator.

- With regard to intellectual property rights arising during a joint research, for example in the event that the two Parties, the participating institutions, or the persons involved have agreed on the scope of work in advance, each of the two Parties is entitled to obtain all the rights and interests within its territory. Rights and interests in any third country are determined by implementing arrangements. If the research is not named as a joint research in the implementation arrangements, the intellectual property rights arising from it shall be allocated in accordance with Paragraph III.(B)(1). In addition, every creator is entitled to a share of the royalties earned by any of the participating institutions in return for licensing the intellectual property.

(b) Unless otherwise agreed in an implementing or other arrangement, each Party shall have within its territory the right to exploit and allow others to exploit intellectual property created in the course of the cooperative activities. The rights of a Party outside its territory shall be determined by mutual agreement, unless otherwise agreed upon under an implementing or other arrangement

(d) Notwithstanding paragraphs III.B, (2)(a) and (b) above, if either Party believes that a particular project is likely to lead to or has led to the creation of intellectual property not protected by the laws of the other Party, the Parties shall immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date of the initiation of the discussions, cooperation on the project in question shall be terminated at the request of either Party. Creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).

(e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the invention promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

ANNEX II

SECURITY OBLIGATIONS

I. Protection of Sensitive Technology

Both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations 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 shall consult to identify appropriate security measures to be agreed upon by 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 Project Annexes. Export controlled information shall be marked to identify it as export controlled and identify any restrictions on further use or transfer.



United States Department of the Interior
U.S. Geological Survey
Office of the Director
Reston, Virginia 20192

JUL 19 2022

Major General José A. García Morgan
Chief Executive Officer
National Commission for Aerospace Research
and Development of the Republic of Peru

SUBJECT: Letter of Rectification

Dear Major General Garcia:

The U.S. Geological Survey (USGS) of the Department of the Interior of the United States of America refers to the Memorandum of Agreement between the U.S. Geological Survey of the Department of the Interior of the United States of America and the National Commission for Aerospace Research and Development of the Republic of Peru (CONIDA) concerning Scientific and Technical Cooperation in the Earth Sciences (the "STC Agreement").

The USGS notes that when the Parties originally tried to conclude the STC Agreement, the USGS signed a version of the STC Agreement on July 26, 2021, and the CONIDA affixed an electronic signature on that same text on August 12, 2021. After being informed by the U.S. Department of State Office of Treaty Affairs ("Treaty Affairs"), that the United States does not accept electronic signature on international agreements and, therefore, the STC Agreement could not be considered to have entered into force, the STC Agreement was then signed and dated by the USGS using the July 26th date and by CONIDA using the August 12th date. However, these dates were not reflective of the actual dates of signature by the two agencies and both agencies did not sign the same document with original, wet ink signature. As a result, Treaty Affairs advised the USGS that the STC Agreement was not properly brought into force.

Consequently, the USGS proposes, that, notwithstanding Article 10 of the Agreement, that the USGS and CONIDA agree to bring the STC Agreement into force through an exchange of letters. If CONIDA agrees with this proposal, this letter, and an affirmative letter in reply from CONIDA shall constitute an agreement between the USGS and CONIDA that the STC Agreement enters into force on the date of CONIDA's letter in reply with effect from August 12, 2021.

Sincerely,

David Applegate
Associate Director for Natural Hazards
Exercising the Delegated Authority of the Director
U.S. Geological Survey



PERÚ

Ministerio
de DefensaAgencia Especial del
Perú CONIDA

Jefatura Institucional

"Decenio de la Igualdad de Oportunidades para Mujeres y Hombres"
"Año del Fortalecimiento de la Soberanía Nacional"
"Año del Bicentenario del Congreso de la República del Perú"


Lima, August 11th of 2022**LETTER N°0044-2022-CONIDA-JEINS/GERGE/OFCOR**

Doctor


David ApplegateAssociate Director of Natural Hazards
UNITED STATES GEOLOGICAL SERVICE

SUBJECT : Letter of rectification

REFERENCE : Letter of USGS from 19 July 2022



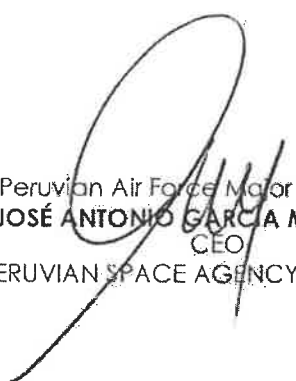
The National Commission for Aerospace Research and Development of the Republic of Peru (CONIDA) writes in reference to the U.S. Geological Survey of the Department of the Interior of the United States of America (USGS) letter dated 19 July 2022, referring to the Memorandum of Agreement between the U.S. Geological Survey of the Department of the Interior of the United States of America and the National Commission for Aerospace Research and Development of the Republic of Peru concerning Scientific and Technical Cooperation in the Earth Sciences (the "STC Agreement").



CONIDA agrees with USGS's proposal to bring the STC Agreement into force through an exchange of letter notwithstanding Article 10 of the STC Agreement. Consequently, USGS's letter and this letter in reply shall constitute an agreement that the STC Agreement enters into force on the date of this letter with effect from August 12, 2021.

I avail myself of this opportunity to express my highest consideration.

Respectfully,



Peruvian Air Force Major General
JOSÉ ANTONIO GARCÍA MORGAN
CEO
PERUVIAN SPACE AGENCY- CONIDA

RMC/GHC

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**Siempre
con el pueblo**

**BICENTENARIO
DEL PERÚ
2021 - 2024**