

SCIENTIFIC COOPERATION

Earth Sciences

Memorandum of Understanding between the UNITED STATES OF AMERICA and the PHILIPPINES

Signed at Taguig March 7, 2007



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.”

PHILIPPINES

Scientific Cooperation: Earth Sciences

*Memorandum of understanding signed at
Taguig March 7, 2007;
Entered into force March 7, 2007.*

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

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

AND THE

**PHILIPPINE DEPARTMENT OF ENERGY
OF THE
REPUBLIC OF THE PHILIPPINES**

**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 Philippine Department of Energy of the Republic of the Philippines (hereinafter "PhDOE") 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 knowledge between the USGS and PhDOE (hereinafter "Party" or "Parties") with respect to the earth sciences.

3. This Memorandum is subject to the Agreement on Cooperation in Science and Technology between the Government of the United States of America and the Government of the Republic of the Philippines (hereinafter "S&T Agreement"), signed May 20, 2003.

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.

5. 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 the Philippines, 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 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.

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 any activity pursuant to this Memorandum.

ARTICLE IV. FEE AND TAX EXEMPTION

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. The Parties do not foresee the provision of foreign assistance under this Agreement. If they decide otherwise with respect to a particular activity, the Project Annex or other relevant implementing arrangement would need to be consistent with the requirements of laws of the United States and the Philippines that regulate activities related to foreign assistance.

ARTICLE V. INTELLECTUAL PROPERTY

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 the Annex to the S&T Agreement.

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

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.

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 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 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 IX: ENTRY INTO FORCE, AMENDMENT, AND TERMINATION

This Memorandum shall enter into force upon signature of both Parties and shall remain in force until 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 shall not affect the validity or duration of projects under this Memorandum that are initiated prior to such termination. This Memorandum may only be amended by written agreement of the Parties.

Done in the City of Taguig, Philippines, in the English language, on 7 March 2007.

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



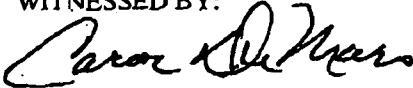
H. E. KRISTIE A. KENNEY
United States Ambassador to the
Philippines

FOR THE PHILIPPINE DEPARTMENT
OF ENERGY OF THE REPUBLIC
OF THE PHILIPPINES:

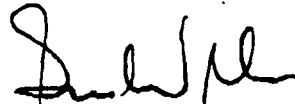


H. E. RAPHAEL P. M. LOTILLA
Secretary, Department of Energy

WITNESSED BY:



Ms. CARON MARYLA JEAN DE MARS
Second Secretary, Embassy of the
United States in Manila



Hon. GUILLERMO R. BALCE
Undersecretary, Department of Energy