

## TURKEY

### **Memorandum of understanding concerning scientific and technical cooperation in the earth sciences.**

99-58

February 22, 1999, Date-Signed; April 2, 1999, Date-Signed

April 2, 1999, Date-In-Force

#### **STATUS:**

[\*1] Signed at Reston and Istanbul February 22 and April 2, 1999. Entered into force April 2, 1999.

#### **MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA AND THE KANDILLI OBSERVATORY AND EARTHQUAKE RESEARCH INSTITUTE OF BOGAZICI UNIVERSITY, ISTANBUL, TURKEY CONCERNING SCIENTIFIC AND TECHNICAL COOPERATION IN THE EARTH SCIENCES**

#### **TEXT:**

##### **ARTICLE I. SCOPE AND OBJECTIVES**

1. The U.S. Geological Survey of the Department of the Interior of the United States of America (hereinafter referred to as the "USGS") and the Kandilli Observatory and Earthquake Research Institute of Bogazici University, Istanbul, Turkey (hereinafter referred to as the "KOERI") hereby agree to pursue scientific and **technical cooperation in the earth sciences** in accordance with this Memorandum of Understanding (hereinafter referred to as the "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 KOERI (hereinafter referred to as the "Parties") with respect to the earth sciences.
3. This Memorandum shall [\*2] be subject to the June 14, 1994 Agreement Relating to Scientific and Technological Cooperation Between the Government of the United States of America and the Government of the Republic of Turkey.
4. Each Party may, with the consent of the other Parties, invite agencies of its government to participate in activities undertaken pursuant to this Memorandum.

##### **ARTICLE II. COOPERATIVE ACTIVITIES**

1. Forms of cooperation under this Memorandum may consist of exchanges of technical information, visits, 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. Earthquake monitoring;
- b. Seismic hazard assessment;
- c. Structural instrumentation;
- d. Reduction of earthquake losses in the Eastern Mediterranean Region; and
- e. Early warning.

2. Activities under this Memorandum shall be undertaken in accordance with the laws, regulations, and procedures of each country.

### ARTICLE III. SOURCE OF FUNDING

Cooperative activities under this Memorandum shall be subject to the availability of personnel and appropriated funds. The financial arrangements shall be agreed upon [\*3] by the Parties in writing before the commencement of each activity.

### ARTICLE IV. TAX EXEMPTION

The Parties shall make best efforts to seek from their respective Governments the relief from all fees and taxes, including taxes on services rendered, levied on the following items, within the scope of this Memorandum:

- A. Personal effects being used by and belonging to USGS personnel.
- B. Imported scientific and technical material and equipment that belongs to the U.S. Government and would remain its property until the end of the project.
- C. All contracts for construction of facilities necessary to implement this agreement.

### ARTICLE V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

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 Turkey Relating to Scientific and Technological Cooperation, dated June 14, 1994.

### ARTICLE [\*4] 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 times 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 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 source, and other undertakings, obligations, or conditions not included in this Memorandum. In case of inconsistency between the terms of this [\*5] Memorandum and the terms of a 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 for five (5) years. It may be amended or extended by mutual written agreement, and may be terminated at any time by either Party upon ninety (90) days 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.

Done at Reston and Istanbul in the English language.

I certify that this is a true copy of the original Memorandum of Understanding

Dee Dee Poole  
International Program Specialist  
Geology, U.S. Geological Survey  
Date June 1, 1999

### **SIGNATORIES:**

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

Signature  
Name Dr. Charles G. Groat  
Title Director, U.S. Geological Survey  
Date February 22, 1999

FOR THE KANDILLI OBSERVATORY AND EARTHQUAKE RESEARCH INSTITUTE OF BOGAZICI UNIVERSITY:

Signature  
Name Dr. Ustun Erguder Rector

Title Professor, Bogazici University  
[\*6] Date April 2, 1999