

SCIENTIFIC COOPERATION

Earth Observation

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

Signed at Washington November 30, 2012



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.”

GERMANY

Scientific Cooperation: Earth Observation

*Memorandum of understanding signed at Washington
November 30, 2012;
Entered into force November 30, 2012.*

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE
UNITED STATES OF AMERICA
AND THE
GERMAN AEROSPACE CENTER

CONCERNING
COOPERATION IN EARTH OBSERVATION

ARTICLE I. SCOPE AND OBJECTIVES

1. The Parties to this Memorandum of Understanding (MOU) are the U.S. Geological Survey of the Department of the Interior of the United States of America (hereinafter "USGS") and the German Aerospace Center, with its main offices at Linder Hoehe, D-51147 Koeln, Germany, (hereinafter "DLR"). The USGS and DLR (hereinafter "Party" or "Parties") hereby agree to pursue cooperation in Earth observation.

2. This MOU shall be an implementing agreement under the Agreement between the Government of the United States of America and the Government of the Federal Republic of Germany on Science and Technology Cooperation, signed at Washington February 18, 2010 (hereinafter "S&T Agreement"), in accordance with Article 6.7 of the S&T Agreement. In the event of a conflict between the provisions of this MOU and the S&T Agreement, the terms of the S&T Agreement shall govern.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this MOU may consist 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, including observation and monitoring;
- B. Scientific and technological knowledge exchange, especially through lectures, workshops, publications;
- C. Implementation of joint research activities;
- D. Support with Earth observation ground infrastructure;

- E. Exchange of Earth observation data;
- F. Exchange of personnel in support of ongoing programs;
- G. Cooperative projects in education and outreach, wherein the Parties will coordinate or combine efforts in the development, distribution, and/or presentation of information on the applications and benefits of Earth observation data, featuring data acquired by USGS and/or DLR spaceborne or airborne sensors;
- H. Earth observation research applications for disaster monitoring; or
- I. Other relevant areas of mutual interest.

2. Activities under this MOU shall be undertaken consistent with the laws, regulations, and procedures of each Party. For the avoidance of doubt, each Party to this MOU may, in its sole discretion, by written notification to the other Party, terminate this MOU with immediate effect at any time if this MOU forces it to violate any applicable law or any of its contractual obligations towards third parties.

3. The Parties shall encourage and facilitate, where appropriate and possible, the development of direct contacts and cooperation among their countries' government agencies, universities, research centers, institutions, private sector companies, and other entities.

4. Each Party may, with the prior consent of the other Party and to the extent permitted by the laws and policies of each Party's government, invite third parties such as government entities or agencies of the United States and Germany, 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 MOU, subject to such terms and conditions as the Parties may specify.

ARTICLE III. DATA EXCHANGE

The Parties agree to the full and open sharing of earth science, space science, and operational environmental monitoring data from joint activities under this MOU for scientific projects under this MOU as soon as such data become available and without restrictions on the archiving, distribution or redistribution of such data. Such data include, but are not limited to, observation data, metadata, products, information, algorithms, scientific source code, documentation, models, images, and research results. The Parties shall not charge more than the costs of reproduction and delivery of the data. The obligations set forth in this paragraph are to be implemented to the extent possible and only if such obligations do not conflict with a Party's legal and/or contractual duties.

Data released under this Article are subject to the provisions for the protection of intellectual property, classified information, and unclassified export-controlled information in Article VI of this MOU and Article 9 of the S&T Agreement.

ARTICLE IV. AVAILABILITY OF RESOURCES

All activities under this MOU shall be subject to the availability of personnel, resources, and appropriated funds. This MOU shall not be construed to obligate any particular expenditure or commitment of resources or personnel.

ARTICLE V. 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 MOU.

ARTICLE VI. 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 MOU shall be governed by Annex I of the S&T Agreement. Provisions for the protection of classified information and unclassified export-controlled information and equipment shall be governed by Annex II of the S&T Agreement.

ARTICLE VII. DISCLAIMER

Information transmitted by one Party to the other Party under this MOU 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 review the activities conducted under this MOU and develop proposals for future activities, as appropriate. For the avoidance of doubt, such designated representative shall not be allowed to act as a legal representative.

ARTICLE IX. PROJECT ANNEXES

Any activity carried out under this MOU shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals are contemplated, such activity shall be described in an agreed Project Annex (PA) to this MOU, which shall set forth in terms appropriate to the activity and its legal circumstances: a work plan,

staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this MOU such as liability regulations. In case of any inconsistency between the terms of this MOU and the terms of a PA, the terms of this MOU shall control.

ARTICLE X. ENTRY INTO FORCE, TERMINATION, AND AMENDMENT

1. This MOU shall enter into force upon signature and shall remain in force for five (5) years. It shall be automatically extended thereafter for successive periods of five (5) years.

2. Without prejudice to Article II, section 2 of this MOU, either Party may terminate this MOU by providing ninety (90) days' prior written notice to the other Party. Unless otherwise agreed, the termination of this MOU shall not affect the validity or duration of activities under this MOU that have been initiated prior to such termination. The terms of this MOU shall continue to apply to such activities until they are discontinued.

3. This MOU may be amended by written agreement of the Parties.

Done in Washington, D.C. in English.

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

FOR THE
GERMAN AEROSPACE CENTER:

Marcia McNutt
Signature

JW
Signature

Marcia McNutt
Name

Prof. Johann-Dietrich Woerner
Name

Director
Title

Chairman of the Executive Board DLR

November 30, 2012
Date

November 30, 2012
Date

Hans Joerg Dittus
Signature

Prof. Hans-Joerg Dittus
Name

Member of the Executive Board DLR
Title

November 30, 2012
Date