

004A 2015



CO-09.0000

**COOPERATIVE ARRANGEMENT  
BETWEEN  
THE U.S. GEOLOGICAL SURVEY  
OF THE  
DEPARTMENT OF THE INTERIOR  
OF THE  
UNITED STATES OF AMERICA  
AND THE  
INSTITUTE OF HYDROLOGY, METEOROLOGY AND ENVIRONMENTAL STUDIES  
OF THE  
REPUBLIC OF COLOMBIA  
CONCERNING  
SCIENTIFIC AND TECHNICAL COOPERATION  
IN THE EARTH SCIENCES**

**SECTION I. SCOPE AND OBJECTIVES**

1. The United States Geological Survey of the Department of the Interior of the United States of America (hereinafter "USGS") and the Institute of Hydrology, Meteorology and Environmental Studies of the Republic of Colombia (hereinafter "IDEAM") hereby plan to pursue scientific and technical cooperation in the Earth sciences in accordance with this nonbinding Arrangement (hereinafter referred to as the "Arrangement"). This Arrangement is not legally-binding and does not create rights or obligations under international law.
2. The purpose of this Arrangement 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 IDEAM (hereinafter referred to as the "Participant" or "Participants") with respect to the Earth sciences.
3. This Arrangement is subject to the General Agreement between the Government of the United States of America and the Government of Colombia for Economic, Technical and Related Assistance signed on July 23, 1962, and its Supplemental Agreement Regarding the

004A2015

Strengthening of Technical And Related Assistance For Scientific, Technical, and Technological Cooperation And Innovation (hereinafter referred to as the "S & T Agreement") signed on June 9, 2010;

4. The Participants intend to 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 Participants.
5. Each Participant may, with the consent of the other Participant and to the extent permitted by the laws and policies of each Participants' Government, invite other government entities or agencies of the United States or Colombia, 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 Arrangement, subject to such terms and conditions as the Participants may specify.

## SECTION II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Arrangement should include, without limitation, exchanges of technical information, visits, and cooperative research consistent with ongoing programs of the Participants. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

- A. Environmental science investigations and technical development;
- B. Earth-science investigations-hazards, resources and environment;
- C. Biology and biological investigations and technical developments;
- D. Geographic and geospatial analysis and investigations;
- E. Water resources and other hydrologic investigations;
- F. Research and Climate Change; and
- G. Information systems.

2. Activities under this Arrangement are to be undertaken in accordance with the laws, regulations, and procedures of each Participant.

## SECTION III. SOURCE OF FUNDING

Cooperative activities under this Arrangement are to be subject to the availability of personnel and appropriated funds. Except for Project Annexes under Part VII below signed by the Participant, the Arrangement should not be construed to obligate any particular expenditure or commitment of resources or personnel. The Participants should agree in accordance with Part VII, below, upon specific Project Annexes in writing before the commencement of each activity hereunder.

The information and data exchange between the USGS and IDEAM should be of a non-confidential, non-proprietary nature. In the unlikely event of a change in the status of information

004A2015

and data exchange, the two participants should immediately consult with each other concerning this change prior to the exchange of such information or data.

#### SECTION IV. TAX EXEMPTION

The Participants should make their best efforts to obtain from their respective Governments exemption from all fees and taxes, including taxes on services rendered or levied on the following items, within the scope of this cooperative arrangement:

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

#### SECTION V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Arrangement is be governed by the S&T Agreement and Annexes I and II of the Agreement.

Nothing in this Agreement shall be construed as granting, either expressly or by implication, to the other Party any rights to, or interest in, any inventions or works of a Party, its agency or its agency's related entities made prior to the entry into force of, or outside the scope of, this Agreement, including any patents (or similar forms of protection in any country) corresponding to such inventions or any copyrights corresponding to such works.

#### SECTION VI. DISCLAIMER

Information transmitted by one Participant to the other Participant under this Arrangement should be accurate to the best knowledge and belief of the transmitting Participant, but the transmitting Participant does not warrant the suitability of the information transmitted for any particular use or application by the receiving Participant or by any third Party.

#### SECTION VII. PROJECT ANNEXES

Any activity carried out under this Arrangement is be agreed upon in advance by the Participants in writing. Whenever more than the exchange of technical information or visits of individuals is planned, such activity is to be described in an agreed Project Annex to this Arrangement, which sets 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 Arrangement. In case of inconsistency between the terms of this

004A2015

Arrangement and the terms of a Project Annex, it is intended that the terms of this Arrangement be controlling.

SECTION VIII. ENTRY INTO EFFECT AND DISCONTINUATION

This Arrangement is intended to enter into effect upon signature by both Participants and remain in effect for five (5) years with automatic five year renewal periods unless otherwise agreed to in writing. It may be discontinued at any time by either Participant, and a Participant wishing to discontinue the Arrangement should provide ninety (90) days prior written notice to the other Participant. Unless otherwise agreed, the discontinuation of this Arrangement is not intended to affect the validity or duration of projects under this Arrangement that are initiated prior to such discontinuation.

Signed in Washington, D.C. (or Bogota, Colombia), in duplicate, in the English and Spanish languages.

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

FOR THE INSTITUTE OF HYDROLOGY,  
METEOROLOGY AND ENVIRONMENTAL  
STUDIES OF THE REPUBLIC OF COLOMBIA:

Signature

Signature

*Suzette M. Kimball*

Suzette M. Kimball

*[Signature]*

Omar Franco Torres

Acting Director

Director

*24 December 2014*

Date

08 ABR 2015

Date