



**TREATY SERIES 2009**  
**Nº 1**

**Memorandum of Understanding between the Instituto Geológico y Minero de España (Secretary of State of Universities and Research of the Ministry of Education and Science of Spain) and the Geological Survey of Ireland (Minister for Communications Energy and Natural Resources of Ireland) Concerning Scientific and Technical Cooperation in Earth Sciences**

Signed at Dublin on 14 November 2007 and at Madrid on 19 November 2007

Entered into force upon signature on 19 November 2007

Presented to Dáil Éireann by the Minister for Foreign Affairs

**MEMORANDUM OF UNDERSTANDING BETWEEN THE INSTITUTO  
GEOLÓGICO Y MINERO DE ESPAÑA (SECRETARY OF STATE OF  
UNIVERSITIES AND RESEARCH OF THE MINISTRY OF EDUCATION  
AND SCIENCE OF SPAIN) AND THE GEOLOGICAL SURVEY OF  
IRELAND (MINISTER FOR COMMUNICATIONS ENERGY AND  
NATURAL RESOURCES OF IRELAND) CONCERNING SCIENTIFIC AND  
TECHNICAL COOPERATION IN EARTH SCIENCES**

**Article I**  
*Scope and Objectives*

1. The **Instituto Geologico y Minero de Espana** (hereinafter “IGME”) a Public Research Institution under the Secretary of State of Universities and Research of the Ministry of Education and Science of Spain and the **Geological Survey of Ireland** (hereinafter “GSI”) an institution under the Minister for Communications Energy and Natural Resources, hereby agree to pursue scientific and technical cooperation in 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 skills and the augmentation of scientific and technical capabilities of the IGME and the GSI (hereinafter “Party” or “Parties”) with respect to earth sciences to encourage staff exchange between both parties, to develop jointly a program of continual professional development for their scientific and technical staff and to carry out joint projects in the fields indicated in Article II.
3. Each Party may, with the consent of the other Party and to the extent permitted by laws and policies of their respective governments, invite other government entities of Spain and Ireland to participate in activities undertaken pursuant to this Memorandum.

**Article II**  
*Cooperative Activities*

4. Forms of cooperation under this Memorandum may consist of training, visits, and cooperative research consistent with ongoing programmes of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as: mineral and water resources, geohazards, environmental protection, geographic information systems and information management.
5. Activities under this Memorandum shall be undertaken in accordance with the laws, regulations, and procedures of each country. Staff participating under this Memorandum shall have language skills appropriate to the activities involved.
6. Forms of cooperation under this Memorandum shall not include (save in circumstances where the parties enter into an internationally enforceable agreement) any data transfer or assignment of any intellectual property rights whatsoever.

**Article III**  
*Availability of Resources*

7. 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 Yearly Work Programmes in writing before the commencement of each activity hereunder.

**Article IV**  
*Financial*

8. Save as may be specifically agreed in writing pursuant to a Yearly Work Programme nothing in this Memorandum shall impose any financial obligation on either party.

**Article V**  
*Intellectual Property and Security Obligations*

9. The rights over the intellectual property of the results obtained by the execution of the Yearly Work Program shall remain in and vest in the party hosting the cooperative activity concerned. Both parties shall ensure that where a skills transfer shall take place by way of placement of nominated individuals to work with the other party for an agreed period of time such nominated individuals shall complete a Confidentiality and Security Undertaking.

10. The Parties commit not to transmit to third parties unpublished or confidential information acquired as a result of the execution of this Memorandum, unless an express authorisation by the other institution has been issued. Data or information which are publicly available are not subject to confidentiality, even if they are exchanged among the Parties.

11. Both Parties agree to a reciprocal and permanent exchange of all information arising from joint projects.

**Article VI**  
*Disclaimer*

12. Information transmitted by one Party to the other 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 Activities*

13. Each Party shall designate a principal representative who, at such times as are mutually agreed upon by the Parties, shall meet to establish and review the activities of the Yearly Work Programme and develop proposals for future activities, as appropriate.

**Article VIII**  
*Yearly Work Programme*

14. 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, skills or visits of individuals is contemplated, such activity shall be described in an agreed Yearly Work Programme, 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 Yearly Work Programme, the terms of this Memorandum shall be controlling. For the avoidance of doubt the term 'technical information' where used in this Memorandum shall not refer to the intellectual property of either party.

15. The Yearly Work Programme will be established by the representatives of both parties during the last term of the previous year.

**Article IX**  
*Entry into Force and Termination*

16. This Memorandum shall enter into force upon signature by both Parties and 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 have been initiated prior to such termination. This Memorandum may be amended by mutual written Memorandum of the Parties.

**Done** at Madrid and Dublin in duplicate, in the English and Spanish languages.

**Signed for IGME**

Dr Jose Pedro Calvo Sorando  
Director General IGME  
Date: 19 November 2007

**Signed for GSI\***

Dr Peadar McArdle  
Director Geological Survey of Ireland  
Date: 14 November 2007

\* Being an Officer so authorised by the MINISTER FOR COMMUNICATIONS ENERGY AND NATURAL RESOURCES under Section 15 (4) of the Ministers and Secretaries Act. 1924.