

**MEMORANDUM OF AGREEMENT  
ON**

**SCIENTIFIC AND TECHNICAL COOPERATION IN METEOROLOGY,  
OCEANOGRAPHY AND HYDROLOGY**

**BETWEEN**

**THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
DEPARTMENT OF COMMERCE  
UNITED STATES OF AMERICA**

**AND**

**THE COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY THE  
BUREAU OF METEOROLOGY**

## **PREAMBLE**

The National Oceanic and Atmospheric Administration (NOAA) of the United States of America, and the Bureau of Meteorology (Bureau) of Australia, hereinafter referred to as the Participants:

Noting that both Australia and the United States of America are members of the World Meteorological Organization and have common interests in meteorology, oceanography, and hydrology, in a manner that builds on and strengthens the existing global systems;

Noting that NOAA possesses authority for the activities outlined in this agreement pursuant to, but not limited to, 15 U.S.C. § 313 and 49 U.S.C. §44720;

Recognizing the importance of scientific and technical cooperation in meteorology, oceanography and hydrology;

Recognizing that such cooperation has mutual benefits for both countries;

Understanding the importance of sustaining a close working relationship to address environmental issues of common concern; and

In accordance with the laws and regulations of each country, have mutually agreed as follows:

## **ARTICLE 1 PURPOSE**

The purpose of this Memorandum of Agreement (MOA) is to document arrangements and understandings that facilitate the cooperation and coordination of activities and programs in meteorology, oceanography and hydrology.

The broad objective of the cooperation is to allow the exchange of scientific and technical resources, personnel and knowledge on the basis of equality, reciprocity, and mutual benefit, which support the improvement or development of meteorological, oceanographic and hydrological services for both Participants.

## **ARTICLE 2 SCOPE OF ACTIVITIES**

Cooperative activities are specific projects undertaken by NOAA and the Bureau. Activities may include, but are not limited to, such areas as:

1. Activities that support the improvement in capability to deliver meteorological, oceanographic, hydrological and related activities that will assist in disaster preparedness, mitigation and response;
2. Activities that support the improvement of meteorological services;
3. Activities that support the improvement of hydrological services, including water information services;
4. Activities that enhance the understanding of the role of regional meteorology on hemispheric and global weather and climate;
5. Studies that support meteorological and hydrological data collection, sharing, processing and exchange;
6. Studies that support meteorological and hydrological research;
7. Activities that allow the collaborative and mutual exchange of scientific and technical talent for the enhancement of mutual project objectives;
8. Activities for the conduct of appropriate meetings, workshops and conferences for the mutual exchange of scientific and technical knowledge and ideas; and
9. Activities that support one or more international objectives as identified in international fora in which NOAA and the Bureau and cooperating entities participate.

### **ARTICLE 3 RESPONSIBILITIES OF THE PARTICIPANTS**

The Participants are responsible for coordinating and engaging with other organizational entities in their own countries, as appropriate and necessary, for the completion of the tasks designated pursuant to this MOA.

Each Participant is to provide staff, facilities, and other support necessary for implementation of projects as mutually determined. All activities under this MOA will be subject to the availability of personnel and funds and will be in accordance with the domestic laws and regulations of the Participants. This MOA represents a statement of intent and does not legally bind either Participant.

These responsibilities may include:

1. Management and coordination of activities undertaken under the auspices of this MOA;
2. Designation of appropriate officials to manage and coordinate joint activities; and
3. Provision of all necessary arrangements to facilitate entry to and exit from its country's territory of personnel and equipment of the other country, engaged in or used in projects under this MOA.

#### **ARTICLE 4 IMPLEMENTING ARRANGEMENTS**

Specific cooperative activities, including tasks, responsibilities, and related conditions to be conducted under this MOA, may be embodied as Implementing Arrangements to this MOA and will be signed by the Participants. Cooperative programs established under this MOA will be coordinated through the heads of the two Participants or their designees. Coordinators and joint working groups may be appointed, as required, to consider and act on matters related to the implementation of this MOA.

Periodic reports, as required, should be submitted to the heads of the two Participants or their designees. Such reports should outline future activity areas, represent proceedings of working groups, seminars or meetings, and document the progress and results of a particular project or program.

Responsibilities for the payment of costs of the cooperative activities authorized by this MOA may be decided by mutual agreement on a case-by-case basis. Reimbursable financial arrangements, when deemed appropriate to carry out specific projects, will be outlined in the Implementing Arrangements agreed to under this MOA. It is generally expected that for mutual bilateral exchanges, the dispatching Participant will be responsible for all travel-related costs including the expense of lodging, board and transportation consistent with each Participant's rules on reimbursing travel expenses.

#### **ARTICLE 6 INTELLECTUAL PROPERTY**

All use and exchange of material under this MOA will observe any intellectual property rights attending to that material on a case by case basis according to the policies of each Participant and in accordance with relevant laws, regulations and practice of the country of each Participant.

## **ARTICLE 7**

### **Dissemination of Non-proprietary Information**

Scientific and technological information of a non-proprietary nature arising from cooperative activities under this MOA should be made available, unless otherwise agreed in an Implementing Arrangement pursuant to this MOA, to the world's scientific community through customary channels and in accordance with the laws, regulations and procedures of the Participants.

The application or use of any information exchanged or transferred between the Participants under this MOA will be the responsibility of the receiving Participant. The supplier does not guarantee the suitability of such information for any particular application.

## **ARTICLE 8**

### **Settlement of Disputes**

Any disputes regarding interpretation or implementation of this MOA or its associated Implementing Arrangements should be resolved through mutual discussion between the Participants.

## **ARTICLE 9**

### **Effective Date and Term**

This MOA becomes effective on the date of signature of the last Participant signing and remains in effect for a period of five years. Thereafter, it will automatically be extended for an additional period of five years, unless either Participant notifies the other Participant, in writing, of its intention to terminate the MOA. Such notice of termination will be provided at least three months prior to the expiration of the initial five year term.

## **ARTICLE 10**

### **Amendment of the Memorandum**

This MOA may be amended by mutual written agreement of the Participants.

## **ARTICLE 11 POINTS OF CONTACT**

### **Regarding the overall Memorandum of Agreement**

For Bureau of Meteorology:

Jon Gill  
Manager, International Affairs  
Strategy, Parliamentary, International and Communication Branch  
Bureau of Meteorology  
GPO Box 1289  
Melbourne VIC 3001  
Australia  
Tel: +61 3 96694219  
Fax: +61 3 96694473  
E-mail: [j.gill@bom.gov.au](mailto:j.gill@bom.gov.au)

For NOAA:

Jennifer S. Lewis  
Senior International Analyst  
International Affairs Office  
National Weather Service  
Building SSMC2, 17339  
1325 East West Highway  
Silver Spring, Maryland 20910  
USA  
Tel: +1 301 427-9048  
Fax: +1 301 587-4524  
E-mail: [jennifer.lewis@noaa.gov](mailto:jennifer.lewis@noaa.gov)

FOR THE NATIONAL OCEANIC AND  
ATMOSPHERIC ADMINISTRATION

Laura K. Furgione

Deputy  
Laura K. Furgione  
Assistant Administrator for  
National Weather Services

9 March 2016

Date  
Silver Spring, MD USA  
Place

FOR THE BUREAU OF  
METEOROLOGY

Robert Vertessy

Robert Vertessy  
Director of Meteorology and  
Chief Executive Officer

18 FEBRUARY 2016

Date  
CANBERRA, AUSTRALIA  
Place