

**Agreement between
the Government of the United States of
America and the Government of the Kingdom of Morocco regarding
the development and operation of a seismic monitoring station in
The Kingdom of Morocco**

The Government of the United States of America and the Government of the Kingdom of Morocco, hereinafter referred to as the "Parties".

Desiring to undertake projects related to the installation, operation, and maintenance of a seismic monitoring station located in the Kingdom of Morocco in support of national requirements of the Parties, have agreed as follows:

**ARTICLE I
PURPOSE**

1. The Parties shall install, operate, and maintain a seismic monitoring station located, as mutually agreed, in the Kingdom of Morocco pursuant to the terms of this Agreement.
2. The plans, configuration, and equipment of this station shall be set forth in annexes hereto, which are an integral part of this Agreement.

**ARTICLE II
EXECUTIVE AGENTS**

Each Party shall designate an Executive Agent that shall serve as the cooperating agency to implement this Agreement.

1. For the United States, the Executive Agent shall be the United States Department of Defense, Air Force Technical Applications Center, hereinafter referred to as AFTAC.
2. For the Kingdom of Morocco, the Executive Agent shall be the Centre National pour la Recherche Scientifique et Technique, hereinafter referred to as CNRST.

**ARTICLE III
IMPLEMENTATION BY EXECUTIVE AGENTS**

1. The Executive Agents shall establish a Joint Scientific Commission to accomplish the following tasks:
 - a. Prepare and recommend necessary measures to exercise and implement the terms and conditions of this Agreement;
 - b. Recommend any change to the location of the station, review and recommend operational and maintenance procedures at the station and subsequent changes thereto;
 - c. Address issues concerning the budget and operation of the station that may arise on a periodic basis;
 - d. Develop and recommend procedures to share, on a continuing basis, data derived from the operations of the station;
 - e. Propose necessary changes to the Annexes of this Agreement;
2. Proposals and recommendations of the Joint Commission shall be implemented after their approval by the Executive Agents of both Parties in accordance with the laws and regulations of each Party.
3. The Executive Agents shall supervise the Joint Scientific Commission and may make changes at any time in the composition, responsibilities, and procedures of the Commission, as mutually agreed.

**ARTICLE IV
SPECIFIC RESPONSIBILITIES OF AFTAC**

In order to implement this Agreement, AFTAC shall:

1. In collaboration with the CNRST, conduct site surveys at the mutually agreed locations to determine exact site and configuration of the station;
2. Provide the necessary technical expertise to ensure that the station will meet initial specifications defined by the Joint Scientific Commission when construction is complete, including communications requirements;

3. Provide necessary hardware and software for the installation, operation, and maintenance of the station, as mutually agreed;
4. Replace equipment provided by AFTAC, as required and agreed;
5. Arrange for and fund transmission of data, as needed, from the station to the United States in a manner satisfactory to both Parties in accordance with applicable regulations;
6. Provide depot level maintenance and support, and assist in performing major maintenance, including spare parts for the equipment at the station provided by AFTAC;
7. To the extent necessary to satisfy AFTAC requirements, provide training to CNRST personnel regarding the operation and maintenance of equipment provided by AFTAC, as well as analysis and processing of data recorded by the seismic array;
8. Retain title to all equipment provided by the United States in support of the station, including the right to remove such equipment from the Kingdom of Morocco when no longer necessary for the purposes of this Agreement or upon its termination;
9. To the extent authorized to do so, provide to the CNRST, upon request, the data of other AFTAC seismic stations;
10. Fund the operation of the station, including security, as required and agreed.

ARTICLE V SPECIFIC RESPONSIBILITIES OF CNRST

In order to implement this Agreement, the CNRST shall:

1. Provide all of the land required to build the station, as well as the required facilities, the means of access and other support facilities necessary to the station as mutually agreed;
2. Provide equipment and services for the station, as mutually agreed;

3. Operate and maintain the station in accordance with this Agreement and mutually agreed procedures and arrangements;
4. Provide AFTAC with timely access to the data produced, collected, or generated at the station; transmit all data recorded at the station directly to AFTAC;
5. Permit AFTAC access to take the measures it considers necessary to inspect, test, maintain, repair, or replace the equipment provided by AFTAC;
6. Ensure that the personnel selected for AFTAC training have the necessary technical and linguistic skills.

ARTICLE VI THIRD PARTY TRANSFERS

Unless the written consent of the United States has first been obtained, the Kingdom of Morocco shall not transfer any materials, training, or services which have been provided by AFTAC pursuant to this Agreement, nor title thereto, to any person or entity other than an officer, employee, or agent of the Kingdom of Morocco, and shall ensure that such materials, knowledge, or services are not used for purposes other than those for which they have been furnished.

ARTICLE VII CLAIMS

1. The Parties waive any and all claims against each other for damage to property owned by either Party, or death or injury to any military personnel or civilian government personnel of either Party, arising out of any activities in Morocco related to this Agreement.
2. The Parties will cooperate, as appropriate, in the settlement or other disposition of claims of third parties arising out of operations conducted pursuant to this Agreement.
3. The provisions of this Article shall not prevent either Party from providing compensation according to its national laws.

**ARTICLE VIII
AVAILABILITY OF FUNDS**

1. The activities of the Parties under this Agreement are subject to the availability of funds appropriated in accordance with their respective laws and regulations.
2. Each Executive Agent shall promptly notify the other if available funds are not adequate to fulfill obligations under this Agreement. In such an event, the Executive Agents shall immediately consult with a view toward continuation of operations on a modified basis.

**ARTICLE IX
SPECIAL STATUS**

Paragraphs 3 through 8 of the Agreement between the Government of the United States of America and the Government of the Kingdom of Morocco regarding United States Military Activities and Status of United States Personnel in Morocco, signed at Washington May 27, 1982, apply to activities under this Agreement.

**ARTICLE X
DOCUMENT SECURITY AND VISITS TO STATION**

The purpose, operations, and data related to the station shall be unclassified by the Parties. The Parties may use data collected at the station without limitation. Visits to the station by third parties require prior joint authorization by the Executive Agents.

**ARTICLE XI
DISPUTE SETTLEMENT PROCEDURES**

Any disagreement or dispute relating to the interpretation, application or implementation of this Agreement shall be resolved by consultation between the Parties and shall not be referred to a third party or international tribunal.

**ARTICLE XII
LANGUAGE REQUIREMENTS**

All documentation provided by the United States to the Kingdom of Morocco in support of this Agreement shall be in the English language.

**ARTICLE XIII
ENTRY INTO FORCE, DURATION, AMENDMENT AND TERMINATION**

1. This Agreement shall enter into force upon signature and remain in force for 10 years unless terminated in accordance with paragraph 2 of this Article. It may be extended or amended by mutual written agreement of the Parties.

2. Either Party may terminate this Agreement on six months prior written notice to the other Party.

3. Notwithstanding the termination or expiration of this Agreement, the obligations of the Kingdom of Morocco in accordance with Article VI shall continue to apply without respect to time, unless otherwise agreed by the Parties.

Done at Rabat this 31st day of December 2008, in two original copies, each in the English, Arabic and French languages, all three texts being equally authentic.


**FOR
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA**


**FOR
THE GOVERNMENT OF
THE KINGDOM OF MOROCCO**