

**MEMORANDUM OF AGREEMENT
BETWEEN THE
ASSOCIATION OF AMERICAN STATE GEOLOGISTS
AND THE
U.S. GEOLOGICAL SURVEY**

Amended May 2009

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to provide a mechanism to foster interaction, cooperation, and coordination between the Association of American State Geologists (AASG) and the U.S. Geological Survey (USGS). Annexes will be developed under this MOA expressing mutual agreement for cooperation and communication between AASG and organizational or program units of the USGS. The Director of the USGS will serve as the USGS point of contact for this MOA. The President of AASG will serve as its point of contact.

2. Background

a. Purpose and Mission of the USGS.

The USGS serves the Nation by providing reliable scientific information to describe and understand the Earth; minimize loss of life and property from natural disasters; manage water, biological, energy, and mineral resources; and enhance and protect our quality of life. The authority of the USGS to enter into this MOA is 43 United States Code 36 (c).

b. Purpose and Mission of the AASG.

The AASG is an organization of the chief executives of the State geological surveys in the 50 States and Puerto Rico. Objectives of the AASG are:

- i. To advance the science and practical application of geology and related earth sciences in the United States and its territories, commonwealths, and possessions;
- ii. To improve the effectiveness of State geological surveys through interchange of ideas pertaining to their administrative organization, programs, and applications to economic change and other geologically related issues;
- iii. To improve methods of assembling and disseminating data and information to mining, energy, agriculture, utility, construction, insurance, and banking industries; educational institutions; civic and professional organizations; legislators; governmental agencies; water resource managers, and the public; and

- iv. To effectively coordinate activities with Federal and State agencies working in related fields.

The responsibilities of the various State geological surveys differ from State to State, depending upon the enabling legislation, the traditions under which the survey evolved, and each survey's administrative position within State government. All function as basic scientific information sources for their State governments' executive, legislative, and judicial branches. Some have regulatory responsibilities for water, oil and gas, land reclamation, and related matters.

3. Cooperation and Communication

- a. Cooperation and communication with a broad spectrum of customers and partners are fundamental components of the USGS mission and are fundamental purposes of the AASG. An exchange of program priorities and project information between the AASG and the USGS will foster cooperative planning efforts to the mutual benefit of these organizations and their customers and partners.
- b. Both the AASG and the USGS will benefit from a mutual exchange of information on projects as an aid to understanding each others' priorities and programs. State geosciences priorities are established in response to State legislative and administrative mandates and requests; requests from and opportunities for collaboration with local, State, and Federal agencies and private sector; State geological mapping advisory committees, various other advisory committees and boards, and other means of public input. In establishing its priorities, the USGS responds to mandates from Congress, the Department of the Interior, Federal Advisory Committees, and the needs of its other customers, including other Federal, State, and local agencies, the private sector, and the public.
- c. All press-related communication relating to this MOA will be approved by the USGS and the AASG Executive Committee and coordinated through the USGS Office of Communications.

4. Agreements

- a. The AASG and USGS will meet as appropriate to discuss their programs and priorities. The opportunities for meeting will include, but not be limited to, AASG Liaison Committee, annual, and mid-year meetings. The AASG President and the USGS Director will designate individuals to serve as the focal point for determining the frequency and nature of these meetings.
- b. The AASG, through individual State geological surveys, may provide information to the USGS on appropriate State projects for informal review and comment. Likewise, the USGS may provide information to the AASG on appropriate USGS projects for informal review and comment by the affected States. The purpose of these reviews is to facilitate information sharing that will foster mutually beneficial interactions, increase opportunities for cooperative USGS-State geological survey project activities, and minimize conflicts and misunderstandings.

c. Nothing in this MOA will require changes in any funding obligations, nor require any party to assume new funding obligations, nor affect decisions regarding funding awarded by the USGS to State geological surveys in competition with other entities. This MOA may, however, provide a vehicle for interaction between various USGS programs and regional and State program managers and the AASG.

d. Annexes to this MOA will be between organizational or programmatic units within the USGS and the AASG for specific activities or interactions. Annexes will be signed by the President of AASG, after ratification by the AASG Executive Committee, and the appropriate USGS executive with programmatic responsibility, thereby ensuring institutional agreement. Annexes will not be used as funding agreements between the USGS and the AASG or its members; standard USGS funding instruments will be used as appropriate in this regard.

e. This agreement in no way precludes agreements and interactions outside of this MOA between the USGS and individual State geological surveys or State geologists.

5. Effective Date, Continuation, and Termination

a. This MOA will become effective upon signing by both parties. The MOA will continue in effect until either party chooses to terminate the MOA after having provided 90 days notice in writing to the other party.

b. At the conclusion of 5 years, this MOA will be reviewed to determine whether it should be renewed, modified, or terminated. A letter signed by both parties shall be sufficient to renew this agreement for an additional period of 5 years.

c. Annexes will continue in effect per mutual agreement as described in each annex.

d. It is the intent that all future negotiated agreements between the USGS (all disciplines and programs) and the AASG will become annexes to this MOA, when signed. Copies of all annexes shall be provided to the Director of the USGS and to the President of the AASG.

6. Notices

Any written notice under this agreement shall be addressed as follows:

President

Association of American State Geologists

Director

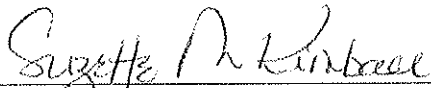
U.S. Geological Survey
12201 Sunrise Valley Drive
Mail Stop 100
Reston, Virginia 20192

7. Signatories

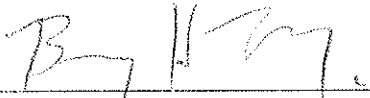
The USGS signatory is the Director of the USGS.

The AASG signatory is the President of the AASG.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the last written date below.



Suzette M. Kimball
Acting Director, U.S. Geological Survey
Date: 6/24/09



Berry H. (Nick) Tew, Jr.
President, Association of American State Geologists
Date: 27 JUN 09