

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
DEPARTMENT OF \_\_\_\_\_  
OF THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE  
MINISTRIES OF \_\_\_\_\_  
GOVERNMENT OF CANADA/MEXICO  
CONCERNING  
SCIENTIFIC AND TECHNICAL COOPERATION  
IN PREVENTION AND CONTROL OF INVASIVE PLANTS**

**ARTICLE I. SCOPE AND OBJECTIVES**

1. \_\_\_\_ hereby agree to pursue scientific and technical cooperation in the prevention and control of invasive plants 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 knowledge between the United States, Canada, and Mexico in the area of invasive plants.
3. The Parties shall encourage and facilitate, where appropriate, the development of direct contracts and cooperation among government agencies, universities, research centers, institutions, private sector companies, and other entities of the three Parties.
4. Each Party may, with the consent of the other Parties and to the extent permitted by laws and policies to which they are subject, invite other government entities or agencies of the United States, Canada, and Mexico, including scientists, technical experts, governmental agencies, and institutions of third countries or international organizations, to participate in activities undertaken pursuant to this Memorandum, subject to such terms and conditions as the parties may specify.

**ARTICLE II. COOPERATIVE ACTIVITIES**

1. Forms of cooperation under this Memorandum may consist of exchanges of technical information, visits, participation in training courses, conferences and symposia; the exchange of professional scientists in areas of mutual interest; and any other cooperative research consistent with programs of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:
  - A. Early detection and rapid response cooperation.
  - B. Vegetation inventory databases coordination and prediction.
  - C. Weed Alert postings based on investigations.
  - D. Weed control technology transfer.
  - E. Restoration and long term monitoring.
  - F. Public awareness and related education.

2. Activities under this Memorandum shall be undertaken in accordance with the laws, regulations, and procedures of each country.

### ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this Memorandum shall be subject to the availability of personnel, resources, and appropriated 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 VII below upon specific Project Annexes in writing before the commencement of any activity pursuant to this Memorandum.

### ARTICLE IV. FEE AND TAX EXEMPTION

In accordance with the laws and regulations to which it is subject, each Party shall work toward obtaining, on behalf of the other Party, relief from taxes, fees, customs duties, and other charges (excluding fees for specific services rendered) levied with respect to:

A. All transfer, ownership, construction, renovation, or maintenance of facilities or property by or on behalf of the other Party to implement this Memorandum.

B. The import, purchase, ownership, use, or disposition (including export) of goods and services by or on behalf of the other Party in support of activities under this Memorandum; and

C. Personal property of personnel of the other Party or entities of such other Party implementing provisions of this Memorandum.

The Parties do not foresee the provision of foreign assistance under this Agreement. If the Parties decide otherwise with respect to a particular activity, or other relevant implementing arrangement would need to be consistent with the requirements of applicable laws and regulations of the United States, Canada, and Mexico that regulate activities related to foreign assistance.

### ARTICLE V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum shall be governed by Annex I of this Memorandum. Provisions for the protection of classified information and unclassified export-controlled information and equipment are set forth in Annex II of this Memorandum. Annex I and II are integral parts of this Memorandum.

### ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party 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 OF ACTIVITIES

Each Party shall designate a principal representative who, annually or as appropriate as are mutually agreed upon by the Parties, shall meet to review the activities under this Memorandum and develop proposals for future activities.

ARTICLE VIII. PROJECT ANNEXES

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 or visits of individuals is contemplated, such activity shall be described in an agreed Project Annex to this Memorandum, 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 case of any inconsistency between the terms of this Memorandum and the terms of a Project Annex, the terms of this Memorandum shall control.

ARTICLE IX. ENTRY INTO FORCE, AMENDMENT, AND TERMINATION

This Memorandum shall enter into force upon the signature of all parties and shall remain in force until terminated at any time by any Party upon at least ninety (90) days prior written notice to the other Parties. unless otherwise agreed, the termination of this Memorandum shall not affect the validity or duration of projects under this memorandum that are initiated prior to such termination. This Memorandum may only be amended by written agreement of all Parties.

DONE at Reston, Virginia, and \_\_\_\_\_, in duplicate, in the English language

FOR THE U.S. DEPARTMENT OF

FOR THE MINISTRY OF

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ANNEX I. INTELLECTUAL PROPERTY RIGHTS

- I. General Obligation
- II. Scope
- III. Allocation of Rights
- IV. Business Confidential Information

## ANNEX II. SECURITY OBLIGATIONS

- I. Protection of Sensitive Technology
- II. Technology Transfer