MEMORANDUM OF UNDERSTANDING BETWEEN THE SAUDI ARABIAN SALINE WATER CONVERSION CORPORATION (SWCC) AND THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA (DOE IN THE FIELD OF SEAWATER DESALINATION

The Saudi Arabian Saline Water Conversion Corporation (SWCC) and the Department of Energy of the United States of America (DOE) (hereinafter referred to as the "Participants");

Seeking to strengthen the friendship between the two countries on the basis of parity, common interests and mutual respect, and to promote mutual cooperation in the field of desalination;

Recognizing the importance of water in achieving national development and improving standards of living;

Recognizing the need for their joint efforts in accordance with the laws and regulations in force in both countries, AND

Noting the agreement between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia on Science and Technology Cooperation, signed in Riyadh, Saudi Arabia on December '7, 2008 as extended, corresponding to 0[£] Dhul-Hijjah 1429 AH,

Have reached the following understanding:

Section 1

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for --cooperation between the two parties in the field of water in accordance with the forms of cooperation listed in Section 3.

Section 2

The Participants intend to identify projects within the areas of collaboration identified below that are suitable for future joint research and development that the Participants would intend to execute through separate written agreements. The Participants intend to cooperate in the following areas:

- 1. Conventional and advanced desalination processes to reduce costs and increase efficiency.
- 2. New cost-effective desalination technologies.
- 3. Desalination industry localization in Saudi Arabia.
- 4. Energy efficiency in desalination processes.
- 5. Innovating technologies to [reduce/strive for zero] liquid discharge.
- 6. Radioactive contaminant treatment in water sources.
- Y. Capacity building and knowledge transfer.

Section 3

Cooperation under this MOU may include, but is not limited to:

- 1. Training specialists, researchers, and technicians in the fields of seawater desalination and its technologies, and exchange of specialist visits.
- 2. Exchanging information and knowledge.
- 3. Benchmarking and sharing data and models
- 4. Research and studies on seawater desalination, identifying the best ways to solve its problems, implementing and developing associated projects, studies and practical applications.
- 5. Bilateral cooperation in sharing best practices for designing, constructing, operating, and maintaining desalination projects; explore potential for joint projects.
- 6. Facilitating private sector access to markets in both countries.
- 7. Encouraging and supporting cooperation between the public and private sectors of the Participants.
- 8. Organizing periodic meetings to discuss the development of the saline water

desalination industry.

9. Exchanging visits of governmental delegations to negotiate and implement bilateral cooperation projects--.

Section 4

Each Participant intends to appoint a contact person in order to implement this MOU within two months of signature.

Section 5

Each Participant may invite the representatives of governmental/non-governmental bodies --to engage in activities stipulated in this MOU.

Section 6

Each Participant is responsible for the financial costs of its participation in cooperative activities carried out under this MOU, unless otherwise agreed by the Participants in writing. The conduct of cooperative activities under this MOU is subject to the availability of resources of each Participant.

Section 7

This MOU does not impose, nor is it intended to impose, any legally binding commitments on the Participants.

This MOU is not an international agreement and does not give rise to any legal rights or obligations for either Participant and does not affect the rights and obligations of either Participant under any international conventions and treaties to which its government is party.

Cooperative activities under this MOU are to be carried out in accordance with the laws, regulations, and instructions applicable in both countries.

Section 8

1. No intellectual property or confidential-business information is intended to be exchanged out under this MOU.

2. If the Participants anticipate that a particular activity may result in the creation of intellectual property or the exchange of trade or technical information deemed confidential-business information by the Participants (confidential information), they should consult prior to the commencement of the activity, disclosure, or exchange of confidential information and make appropriate written arrangements for the protection and allocation of such intellectual property or the protection of such confidential information.

Section 9

All publicly available information received by a Participant under this MOU may be disseminated without permission of the providing Participant. Should the Participants wish to exchange non-publicly available information that a Participant does not wish to be disclosed, the Participants should enter into an appropriate written agreement prior to sharing such information.

Section 10

- 1. Cooperative activities under this MOU may begin upon signature.
- 2. Activities under this MOU may continue for five years, subject to renewal for an additional five year period upon the determination of both Participants. A Participant intending to discontinue the MOU should endeavor to provide the other Participant with notice in writing three months in advance. This MOU may be amended by mutual determination in an appropriate written document.
- 3. The Participants intend that any activities under this MOU that have commenced but not completed at the time of discontinuation of this MOU may continue until their completion, unless otherwise determined by the Participants.

This MOU is signed on 2 Rabi Al Awal, 1442 AH, corresponding to October 19, 2020 AD in both Arabic and English. The two texts are equally authentic.

For and On Behalf of

For and On Behalf of United States Department of

Saudi Arabian Saline Water Conversion Corporation (SWCC) Energy (DOE)