

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

AND THE

DEPARTMENT OF PRIMARY INDUSTRIES AND ENERGY

OF THE COMMONWEALTH OF AUSTRALIA

ON COLLABORATION IN

ENERGY RESEARCH AND DEVELOPMENT

RECOGNIZING THAT:

The Department of Energy of the United States of America (DOE) and the Department of Primary Industries and Energy of the Commonwealth of Australia (DPIE) (hereinafter referred to as the "Parties") are jointly interested in increasing the effectiveness of their programs of energy research and development and in expanding collaboration between their two countries in this area;

The Parties have in the past cooperated successfully in certain areas of energy research and development, and recognize that the broadening of collaboration can be to their mutual benefit;

The International Energy Agency, of which both countries are members, has at the July 9, 1985 and at the May 11, 1987 Governing Board Meetings, emphasized the importance of increased international collaboration in research and

development. They also stressed the importance of consultations at the early stages of the research and development activities as a means of increasing the effectiveness of members' efforts, thus contributing to the improvement of energy security;

The Parties believe that early consultations and initiatives such as sharing of tasks, cooperation on facilities utilisation, exchange of scientific and technical information, and sharing of costs and human resources could result in the effective and efficient accomplishment of mutually beneficial objectives;

The Parties believe that such international collaboration would have the potential for promoting the interests of both countries through an acceleration of the rate at which results could be achieved and an acceleration of the rate at which industries in their respective countries could benefit from research and development transfer; and

The Parties, therefore, have reached the following Understanding:

SECTION 1

OBJECTIVES

The objective of this Memorandum of Understanding, hereinafter referred to as the "MOU", is to establish a framework for and encourage a program of joint activities between the Parties or their designees, which may include non-government entities, (hereinafter referred to as "participating organisations") in research and development pertaining to energy technologies. Such activities will be on the basis of mutual benefit, equality, and reciprocity.

SECTION 2

FIELDS

1. Fields of joint activity under this MOU may include the following:

(A) RESEARCH-IN-PROGRESS DESCRIPTIONS;

(B) OIL SHALE; AND

(C) ALTERNATIVE FUELS.

2. Other fields may be added by written agreement of the Parties.

SECTION 3

FORMS OF ACTIVITIES

1. Joint activities conducted under this MOU may include, but are not limited to, the following forms:

(A) Exchange of information on program plans in the fields established under Section 2 of this MOU and in areas that may be considered for addition thereto;

(B) Early consultations by senior policy and program officials to permit joint program planning of research and development activities in the fields identified under Section 2 and as necessary to established additional fields;

- (C) Exchange of scientists, engineers and other specialists for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices and other facilities and enterprises of each country for agreed periods. Such exchanges of personnel will be in accordance with guidance contained in related project agreements established under this MOU;
 - (D) Exchange of current scientific and technical information, and results and methods of research and development;
 - (E) Organization of seminars and other meetings on specific agreed topics in the established fields. Such seminars will normally be held alternately in Australia and the United States;
 - (F) Joint projects in which participating organisations agree to share the work and/or costs. Each such project will be the subject of a separate project agreement between the participating organisations pursuant to Section 4 of this MOU.
2. Other forms of joint activities may be added by mutual written agreement by the Parties.

SECTION 4

JOINT PROJECTS

If it is decided that a joint project should be established under this MOU, a legally binding project agreement or contract between the participating organisations will be executed. Each such project agreement or contract will include all detailed provisions for carrying out that joint project, and will cover such matters as technical scope, exchange of proprietary information, management of the collaboration, patents, exchange of equipment, total costs, cost sharing, and project schedule.

SECTION 5

MANAGEMENT

1. To supervise the execution of this MOU, each Party will designate one person to serve as Lead Coordinator. Each Lead Coordinator will appoint a Technical Coordinator for each of the technical fields listed in Section 2 of this MOU.
2. The Lead Coordinators will normally meet and/or correspond each year on the progress under this MOU. Meetings will be held alternately in Australia and the United States of America. On these occasions, the Lead Coordinators will evaluate the status of cooperation under this MOU. This evaluation will include a review of the past year's activities and accomplishments and of the activities planned for the coming year within each of the technical fields listed in Section 2; it will include an assessment of the balances of exchanges within each of the technical fields listed in Section 2 and include consideration of measures required to correct any imbalances. In addition, the Lead Coordinators will consider and act on any major new proposals for collaboration.

3. To supervise the execution of joint projects established under this MOU, appropriate management provisions will be included in the project agreements executed under Section 4 of this MOU.

SECTION 6

EXCHANGE OF INFORMATION

1. General

The Parties support the widest possible dissemination of information subject to the need to protect proprietary information exchanged hereunder, and to the provisions of Section 7 and 8. Each participating organisation should have the right to use, disclose, publish, or disseminate such information for any and all purposes whatsoever, subject to paragraph 2 below and Sections 7 and 8.

2. Use of Proprietary Information

(A) Definitions as used in this MOU:

- (i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided, exchanged or arising under project agreements entered into pursuant to this MOU.
- (ii) The term "proprietary information" means information developed prior to or outside this MOU which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:

- (a) has been held in confidence by its owner;
- (b) is of a type which is customarily held in confidence by its owner;
- (c) has not been transmitted by the Transmitting Party to other entities (including the Receiving Party) except on the basis that it be held in confidence; and
- (d) is not otherwise available to the receiving party from another source without restriction on its further dissemination.

(B) Procedures

A Party receiving proprietary information pursuant to this MOU, or a participating organisation receiving proprietary information pursuant to a project agreement, should respect the privileged nature thereof. Any document which contains proprietary information will be clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under a Memorandum of Understanding [Project Agreement] dated between the United States Department of Energy and the Australian Department of Primary Industries and Energy [Participating Organisation] and will not be disseminated outside these organisations, their contractors, and the concerned departments and agencies of the Governments of the United States and Australia without prior approval of This notice will be marked on any reproduction, hereof, in whole or in part. These limitations will automatically terminate when this information is disclosed by the owner without restriction."

- (C) Each Party and participating organisation will exercise its best efforts to ensure that proprietary information received by it under this MOU or project agreement will be controlled as provided herein. If one of the Parties becomes aware that the non-dissemination provisions of this Section will be, or may reasonably be expected to become, unable to be met, it will immediately inform the other Party. The Parties will thereafter consult to define an appropriate course of action.
- (D) Information arising from seminars and other meetings arranged under this MOU and information arising from the attachments of staff will be treated by the Parties according to the principles specified in this Section; provided, however, no proprietary information orally communicated will be subject to the limited disclosure requirements of this MOU unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated and forthwith confirms the notice in writing.
- (E) Nothing contained in this MOU will preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this MOU.

3. Transmission of Information

Information transmitted by one Party to the other Party under this MOU will 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. Information developed jointly by the Parties will be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third party.

SECTION 7

PATENTS AND SIMILAR INTELLECTUAL PROPERTY

The Parties recognise that the project agreements entered into pursuant to this MOU will contain detailed provisions dealing with patent and similar intellectual property rights. It is recognised by the Parties that these rights should be shared by the participants involved in the project agreement on a just and equitable basis.

SECTION 8

COPYRIGHTS

Copyrights of the participating organisations and persons will be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of paragraph 1 of Section 6, owned or controlled by a Party, that Party will make efforts to grant to the other Party a license to reproduce copyrighted material.

SECTION 9

GENERAL PROVISIONS

1. Compensation for damages incurred during the implementation of this MOU will be in accordance with the applicable laws of the countries of the Parties.
2. All activities under this MOU will be in accordance with the laws of the respective countries. All questions related to the MOU arising during its term will be settled by the Parties by mutual agreement.

3. Nothing in this MOU is intended to affect other arrangements for cooperation or collaboration between the Parties or any other arrangements of the Parties in existence on the date this MOU comes into effect.

SECTION 10

FUNDING

Except when otherwise agreed in writing, all costs resulting from joint activities under this MOU will be borne by the participating organisation that incurs them. It is understood that the ability of each Party to carry out its obligations under this MOU is subject to the availability of appropriated funds.

SECTION 11

ENTRY INTO EFFECT AND TERMINATION

1. This MOU will enter into effect upon signature by both Parties and remain in effect for ten (10) years. This MOU may be amended or extended by mutual written agreement. This MOU may be terminated at any time by either Party upon six (6) months written notice to the other Party.
2. All joint efforts and experiments, not completed at the expiration or termination of this MOU may be continued until their completion under the terms of this MOU.

3. Nothing in this MOU is intended to affect other arrangements for cooperation or collaboration between the Parties or any other arrangements of the Parties in existence on the date this MOU comes into effect.

SECTION 10

FUNDING

Except when otherwise agreed in writing, all costs resulting from joint activities under this MOU will be borne by the participating organisation that incurs them. It is understood that the ability of each Party to carry out its obligations under this MOU is subject to the availability of appropriated funds.

SECTION 11

ENTRY INTO EFFECT AND TERMINATION

1. This MOU will enter into effect upon signature by both Parties and remain in effect for ten (10) years. This MOU may be amended or extended by mutual written agreement. This MOU may be terminated at any time by either Party upon six (6) months written notice to the other Party.
2. All joint efforts and experiments, not completed at the expiration or termination of this MOU may be continued until their completion under the terms of this MOU.

SECTION 12

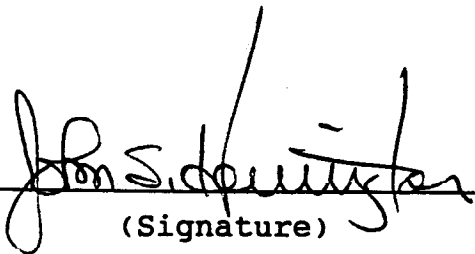
STATUS OF MOU

This MOU is not intended to, and does not, create legally binding obligations between the Parties.

DONE IN DUPLICATE at *Canberra*,
this ... *Eleventh* day of .. *April* 1988.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF
AMERICA

FOR THE DEPARTMENT OF
PRIMARY INDUSTRIES AND ENERGY
OF THE COMMONWEALTH OF
AUSTRALIA


(Signature)


(Signature)

John S. Herrington
(Printed Name)

Senator, the Hon. Peter Cook
(Printed Name)

Secretary of Energy
(Title)

Minister for Resources
(Title)