

PROGRAM ARRANGEMENT

between

THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA

and

THE DEPARTMENT OF PRIMARY INDUSTRIES AND ENERGY
OF AUSTRALIA

ON THE EXCHANGE OF INFORMATION

CONCERNING ALTERNATIVE FUELS

PROGRAM ARRANGEMENT
between
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
and
THE DEPARTMENT OF PRIMARY INDUSTRIES AND ENERGY OF AUSTRALIA
ON EXCHANGE OF INFORMATION CONCERNING
ALTERNATIVE FUELS

RECOGNIZING THAT:

The Department of Energy of the United States of America (hereinafter referred to as "DOE") and the Department of Primary Industries and Energy of Australia (hereinafter referred to "DPIE") (hereinafter collectively referred to as the "Parties") have a mutual interest and desire to cooperate in the field of energy research and development;

In the furtherance of this mutual interest and desire, the Parties entered into a Memorandum of Understanding in that field signed on 11 April 1988 ("the MOU");

DOE has completed, has underway, or is involved in, studies and programs in the alternative fuels area, such as the "Alternative Fuel Study" and the "Federal Methanol Fleet Program";

DOE has in place agreements with a number of State agencies and with U.S. industry undertaking similar studies and programs into alternative fuels that,

notwithstanding the involvement of others with the work, enable DOE to cooperate directly with DPIE in this area;

DOE within the time frame of the Program Arrangement is likely to be involved in and be able to make available to DPIE results of further studies and programs in the area of alternative fuels, especially for the transport sector;

DPIE has completed, has underway, or is involved in, studies and programs in the alternative fuels area, such as "Methanol as a Gasoline Extender" and the Australian Minerals and Energy Council report on "Alternative Fuels"; and

DPIE, within the time frame of the Program Arrangement, is likely to be involved in and to make available to DOE results of further studies and programs in the area of alternative fuels, especially for the transport sector;

THE PARTIES make the following Program Arrangement under Section 3.1 of the MOU:

Objectives

1. The Parties will, as soon as practicable, establish a framework for cooperation between themselves for the timely exchange of information on alternative fuels, particularly transport fuels, with emphasis on demonstration of flexible-fueled vehicles (FFV), and methanol and natural gas fueled gasoline and diesel engines.

2. The Parties view the fulfilling of the above objective as also providing the information to identify possibilities for cooperation on other specific aspects of alternative fuels. Such additional cooperation will be the subject of a separate Program Arrangement or a Project Agreement under Section 4 of the MOU as appropriate.

Implementation

3. As soon as practicable after signature of this Program Arrangement, each Party will, to the best of its ability, provide to the other Party all information generated by or for it since 1984, on completed studies and programs in the alternative fuels utilization area, especially transport fuels, as noted in paragraph 1. This will include available information on studies and programs in this area that are underway or planned but will exclude information generated under cooperative effort through the International Energy Agency.
4. Both Parties shall ensure, wherever reasonable, that no charges shall be levied for the information provided.

Management

5. The Technical Coordinators for Alternative Fuels appointed under Section 5.1 of the MOU will supervise the operation of this Program Arrangement. The Technical Coordinators will keep contact with each other to oversee the progress of the exchange of information under this

Program Arrangement and report to the Lead Coordinator appointed under the MOU in their respective countries at least on an annual basis. The Technical Coordinators will determine the procedures for the exchange of information within 90 days from the entry into effect of this Program Arrangement.

Copyright Protection

6. Copyrights of the Parties of the cooperating organizations and persons will be accorded treatment consistent with internationally recognized standards of protection. Each Party will make efforts to arrange for a grant to the other Party of an appropriate license, as requested by the other Party, in copyrighted material exchanged under this Program Arrangement. The terms and conditions of any such license will be agreed between the relevant Parties.

Exchange of Information

7. The Parties support the widest possible dissemination of information exchanged under this Program Arrangement subject to any need to protect information exchanged hereunder which is required under the laws of the country of the transmitting Party.
8. The information to be exchanged under this Program Arrangement will not include proprietary information as described below.
- 9.(1) In this Program Arrangement:

- a) "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 this Program Arrangement; and
 - b) "proprietary information" means information developed prior to or outside this Program Arrangement which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:
 - i) has been held in confidence by its owner;
 - ii) is of a type which is customarily held in confidence by its owner;
 - iii) has not been transmitted by the transmitting Party to other entities (including the recipient Party) except on the basis that it be held in confidence; and
 - iv) is not otherwise available to the recipient Party from another source without restriction on its further dissemination.
- (2) Nothing contained in this Program Arrangement will preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Program Arrangement.

- 10.(1) The application or use of any information accessed, exchanged or transferred under this Program Arrangement will be the responsibility of the recipient Party. Neither warrants the suitability of information for any particular use or application, nor does it provide warranty or assurances as to the accuracy of the information so exchanged or transferred.
- (2) Information transmitted by one Party to the other Party under this Program Arrangement will be accurate to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by any third Party.

Funding

11. Except if subsequently agreed in writing, all costs resulting from cooperation under this Program Arrangement will be borne by the Party that incurs them. It is understood that the ability of each Party to carry out its obligations under this Program Arrangement is subject to the availability of appropriated funds.

General Provisions

12. In acting under this Program Arrangement each Party will comply with all the applicable laws and regulations in its country.

13. All questions related to the Program Arrangement arising during its term will be settled by the Parties by mutual consent.

Effective Date and Termination

14. This Program Arrangement will come into effect upon signature by the Parties. Unless terminated pursuant to paragraph 15, this Program Arrangement will continue in effect until the expiration or termination of the MOU.
15. Either Party may terminate this Program Arrangement to take effect after six months advance notice of such termination.

Done in duplicate at Washington, D.C., this 10th day of June 1988.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA

Donna R. Fitzpatrick
(Signature)

Donna R. Fitzpatrick
(Printed Name)

Associate Under Secretary
(Title)

FOR THE DEPARTMENT OF PRIMARY
INDUSTRIES AND ENERGY OF AUSTRALIA

Denis J. Ives
(Signature)

Denis J. Ives
(Printed Name)

Deputy Secretary
(Title)