

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 BIO-ELECTROMAGNETIC RESEARCH

Recognizing that:

The Department of Energy of the United States of America (DOE) and the Department of Primary Industries and Energy of Australia (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 (MOU) in the field of energy research and development signed on April 11, 1988;

The Parties wish to ensure safe and effective distribution of electrical energy in their respective countries;

Scientific interest and public concern have increased in recent years on the potential health effects of electric and magnetic fields produced by the transmission and distribution of electricity;

Resolution of the health issues associated with exposure to electric and magnetic fields and development of appropriate mitigation measures, if required, are important issues for utilities in the countries of the Parties and for Federal agencies of the Parties; and

The Parties have long-standing research programs investigating the scientific basis of interaction between electric and magnetic fields and biological entities and believe that cooperation in the field of bio-electromagnetic research would be mutually beneficial.

The Parties make the following Program Arrangement under Section 3.1 of the MOU:

Objectives

1. The Parties will establish, as soon as practicable, a framework for cooperation between themselves in order to avoid duplication of work, to facilitate the timely exchange of scientific information, and to further the cause of scientific progress through cooperation on the subject of bio-electromagnetic research.

Implementation

2. As soon as practicable after signature of this Program Arrangement, each Party, to the best of its ability, will provide to the other Party information generated by or for it on completed and ongoing studies and programs in the bio-electromagnetic research area. This will exclude information generated under cooperative efforts through the International Energy Agency.

Management

3. The technical coordinators appointed under Section 5.1 of the MOU for bio-electromagnetic research will supervise the execution of this Program Arrangement. The technical coordinators will report to the lead coordinator appointed under the MOU in their respective countries at least on an annual basis.

4. The technical coordinators will also appoint members to an executive committee consisting of DOE and DPIE program personnel to oversee the operation of this Program Arrangement. The executive committee will determine the procedures for the exchange of information soon after signature of this Program Arrangement.

5. All questions related to the Program Arrangement arising during its term will be settled by the executive committee.

6. Annual meetings of the executive committee will be held to report progress in research, to outline plans for future work, and to explore further avenues of cooperation. These meetings will be held alternately in each respective country.

7. The Parties will arrange initial visits by teams of program personnel and scientists from key institutions in each country soon after signature of the Program Arrangement to develop a better understanding of the scope of bio-electromagnetic research in the two countries.

8. The executive committee will prepare and issue on a regular basis a joint report of activities under this Program Arrangement.

Joint Projects

9. Upon recommendation of the executive committee, the Parties may in the future cosponsor research projects either by joint funding of specific work or by planning complementary research to be carried out at separate institutions.

10. If it is decided that a joint project should be established, the Parties will execute a project agreement or project arrangement in accordance with Section 4 of the MOU.

Exchange of Personnel

11. Following the initial visits of teams of scientists described in paragraph 7, each Party may, as appropriate and with approval of the other Party, assign one or more scientists to research institutions in the other country for periods ranging from several weeks to one year.

12. Each such exchange of personnel will be the subject of a separate written Personnel Exchange Agreement or Personnel Exchange Arrangement between the Parties.

13. Under the Personnel Exchange Agreement or Personnel Exchange Arrangement the sending party will assure the qualifications of its participating staff and will be responsible for all direct support (salaries, travel expenses, etc.) required by its representative(s) including family members and other expenses as may be called for by the particular agreement.

14. The host Party will provide assistance to the assigned staff (and family) in regard to administrative formalities and making accommodations and travel arrangements.

15. Each Personnel Exchange Agreement or Personnel Exchange Arrangement will include appropriate "intellectual property" provisions.

16. The assigned staff of each Party will confirm to the general and special rules of work and safety regulations in force in the host Party's country and establishment, or as agreed in the separate Personnel Exchange Agreement or Personnel Exchange Arrangement.

Exchange of information

17. The Parties support the widest possible dissemination of information exchanged under this Program Arrangement subject to the need to protect proprietary information exchanged. Each Party will have the right to use, disclose, publish, or disseminate such information for any and all purposes.

18. The information to be exchanged under this Program Arrangement will not include proprietary information as described below:

A. 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 this Program Arrangement.

B. The term "Proprietary Information" means information developed prior to or outside the Program Arrangement that contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:

- (1) Has been held in confidence by its owner,
- (2) Is of a type which is customarily held in confidence by its owner,
- (3) Has not been transmitted by the transmitting Party to other entities (including the recipient Party) except on the basis that it is to be held in confidence, and
- (4) Is not otherwise available to the recipient Party from another source without restriction on its further dissemination.

19. Nothing contained in the 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.

20. 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 assurance as to the accuracy of the information so exchanged or transferred.

21. 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 of application by any third Party.

Copyright Protection

22. Copyrights of the Parties or of cooperating organizations and persons will be accorded treatment consistent with internationally recognized standards of protection. Each Party will make efforts to grant to the other Party a license to reproduce copyrighted material exchanged under this Program Arrangement. The terms and conditions of any such license will be mutually determined between the relevant Parties.

Funding

23. All costs resulting from cooperation under this Program Arrangement will be borne by the Party that incurs them except when otherwise agreed in writing. 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

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

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

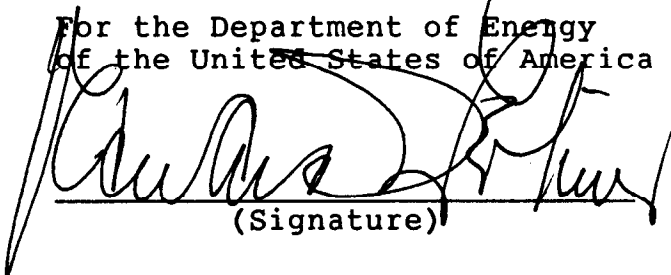
Effective Date and Termination

26. This Program Arrangement will come into effect upon signature by the Parties. Unless terminated pursuant to Paragraph 27, this Program Arrangement will continue in effect until the expiration or termination of the MOU.

27. Either Party may terminate this Program Arrangement upon six months advance written notice to the other Party.

Signed in duplicate at Canberra, this 12th day of May, 1994.

For the Department of Energy
of the United States of America

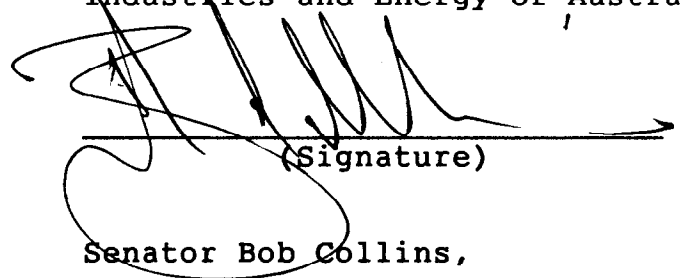


(Signature)

Edward J. Perkins,

Ambassador

For the Department of Primary
Industries and Energy of Australia



(Signature)

Senator Bob Collins,

Minister for Primary Industries
and Energy