

**IMPLEMENTING ARRANGEMENT
BETWEEN
THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF ENERGY AND NATURAL RESOURCES
OF THE REPUBLIC OF TURKEY
FOR COOPERATION IN ENERGY TECHNOLOGY**

The Department of Energy of the United States of America (DOE) and the Ministry of Energy and Natural Resources of the Republic of Turkey (MENR)(hereinafter referred to as the Parties);

Having a mutual interest in exchanging information, experience and points of view regarding the deployment of new and advanced energy technologies, the development and analysis of energy information, energy regulation, and energy planning, developing strategies to establish and promote market-based systems in renewable energy and energy efficiency technologies and fossil energy technologies, and promoting sustainable energy production, transmission, and consumption;

Recognizing the contribution of renewable energy, energy efficiency technologies and fossil energy technologies to increasing energy diversity, addressing environmental concerns, and enhancing energy security; and

Noting the Parties' interest in identifying and implementing regional cooperative energy projects;

HEREBY AGREE AS FOLLOWS:

**ARTICLE I
SCOPE AND OBJECTIVE**

1. This Implementing Arrangement is subject to and governed by the terms and conditions of the Agreement on Scientific and Technological Cooperation between the Government of the United States of America and the Government of the Republic of Turkey, signed June 14, 1994, as extended, hereinafter referred to as the "Umbrella Agreement."
2. The objective of this Implementing Arrangement is to establish cooperation between the Parties in the field of energy technology on the basis of reciprocity and mutual benefit.

ARTICLE II AREAS OF COOPERATION

Cooperation under this Implementing Arrangement may include, but is not limited to, the following areas:

1. Efficient and advanced energy technologies;
2. Fossil and advanced power systems;
3. Environmentally sound technologies related to electric power production, transmission and distribution, and information and experience related to the UN Framework Convention on Climate Change;
4. New and renewable energy technologies;
5. Energy efficiency;
6. Energy information, planning and regulations;
7. Basic energy research; and
8. Such other areas within the scope of this Implementing Arrangement as may be agreed by the Parties in writing.

ARTICLE III FORMS OF COOPERATION

Cooperation under this Implementing Arrangement may include but is not limited to:

1. Exchanges of information and data on scientific and technical activities, developments, practices, methods and results;
2. Exchanges of scientists, engineers and other specialists for agreed periods of time for participation in experiments, analysis, design and other research and development activities at research centers, laboratories, engineering offices and other facilities and enterprises of the Parties or their contractors;
3. Short-term visits by staff or assignments of staff to facilities of the Parties or their contractors;

4. Organization of, and participation in, seminars, workshops and other meetings;
5. Exchange of and provision of samples, materials, instruments and components for experiments, testing, and evaluation;
6. Execution of joint studies, projects or experiments, including joint design, construction and operational activities; and
7. Other forms of cooperation as mutually agreed by the Parties in writing.

ARTICLE IV MANAGEMENT

1. DOE and MENR shall each name one Coordinator to supervise activities under this Implementing Arrangement. The Coordinators shall approve and monitor all activities carried out under this Implementing Arrangement and shall assess opportunities for expanding cooperation.
2. The Coordinators may establish subcommittees to facilitate the implementation of projects initiated under this Implementing Arrangement.
3. The Coordinators shall meet periodically, alternately in the United States and Turkey, to evaluate all aspects of cooperation carried out under this Implementing Arrangement.

ARTICLE V ADDITIONAL ORGANIZATIONS

The Parties may invite additional public and private organizations in their respective countries to participate at their own expense, and subject to such terms and conditions as the Parties may specify, in cooperative activities under this Implementing Arrangement.

ARTICLE VI PROJECT ANNEXES

The Parties shall conclude a Project Annex for each cooperative activity described in Article II. Each such Project Annex shall be subject to this Implementing Arrangement and shall set forth detailed provisions for carrying out the specific form of cooperative activity and shall cover such matters as technical scope, management, assignment of staff and exchange of equipment, total costs, cost-sharing, and schedule.

ARTICLE VII AVAILABLE INFORMATION

1. The Parties shall exchange information necessary to carry out this Implementing Arrangement. All information arising under this Implementing Arrangement will be promptly exchanged between the Coordinators.
2. Information transmitted by one Party to the other Party under this Implementing Arrangement shall be accurate to the best knowledge and records 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 VIII INTELLECTUAL PROPERTY AND BUSINESS-CONFIDENTIAL INFORMATION

The protection and allocation of intellectual property and the treatment of business-confidential information created or furnished in the course of cooperative activities under this Implementing Arrangement shall be governed by the provisions of Annex 1 which is attached to this Implementing Arrangement and constitutes an integral part hereof.

ARTICLE IX GENERAL PROVISIONS

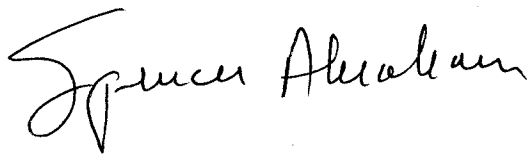
1. Unless otherwise agreed in writing, costs resulting from activities under this Implementing Arrangement shall be the responsibility of the Party that incurs them.
2. Each Party shall conduct the activities provided for in this Implementing Arrangement and its Project Annexes subject to its applicable laws and regulations and the availability of appropriated funds and personnel.
3. Each Party shall use its best efforts to obtain all permits and licenses required by law to carry out this Implementing Arrangement.
4. Any dispute concerning the interpretation of this Implementing Arrangement shall be settled by mutual agreement of the Parties.

**ARTICLE X
FINAL PROVISIONS**

1. This Implementing Arrangement shall enter into force on the date of exchange of notes stating that the Parties have satisfied their respective approval procedures, and shall remain in force for five (5) years or so long as the Umbrella Agreement remains in force, whichever period is shorter. Unless one of the Parties notifies the other Party in writing of its intention to terminate this Implementing Arrangement, at least six months before its expiration, this Implementing Arrangement shall be automatically extended for an additional 5-year period, as long as the Umbrella Agreement remains in force.
2. The termination or expiration of this Implementing Arrangement shall not affect the completion of any project or program initiated under this Implementing Arrangement and not fully executed at the time of the termination or expiration of this Implementing Arrangement.
3. This Implementing Arrangement may be amended by written agreement of the Parties.
4. Either Party may terminate this Implementing Arrangement at any time upon six-months advance written notification to the other Party. Such termination shall be without prejudice to the rights that may have accrued to either Party under this Implementing Arrangement up to the date of termination.

DONE at Washington, D.C., in duplicate, this 20th day of March, 2002, in the English and Turkish languages, each text being equally authentic.

**FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF
AMERICA:**



**FOR THE MINISTRY OF ENERGY
AND NATURAL RESOURCES OF
THE REPUBLIC OF TURKEY:**



ANNEX 1

INTELLECTUAL PROPERTY RIGHTS

Pursuant to Article VIII of this Implementing Arrangement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Implementing Arrangement and relevant Annexes. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Implementing Arrangement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

I. Scope

- A. This Annex is applicable to all cooperative activities undertaken pursuant to this Implementing Arrangement, except as otherwise specifically agreed by the Parties or their designees.
- B. For purposes of this Implementing Arrangement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.
- C. This Annex addresses the allocation of rights and interests between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
- D. Disputes concerning intellectual property arising under this Implementing Arrangement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law.
- E. Termination or expiration of this Implementing Arrangement shall not affect rights or obligations under this Annex.
- F. Cooperative activities will not be entered into where there is a reasonable prospect, as determined by either Party, of producing inventions in areas not considered patentable subject matter by both Parties. In the event that either Party believes that a particular joint research project under this Implementing

Arrangement will lead to the creation or furnishing of intellectual property of a type not protected by the applicable laws of one of the Parties, the Parties shall immediately hold discussions with regard to whether to continue the project. If it is mutually decided to continue, the provisions of Paragraph II.B.2(b) will apply.

II. Allocation of Rights

- A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Implementing Arrangement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.
- B. Rights to all forms of intellectual property of visiting researchers, inventors and authors, other than those rights described in Paragraph II.A above, shall be allocated as follows:
 - (1) Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor or author shall be entitled to awards, bonuses, benefits, or any other rewards in accordance with the policies of the host institution.
 - (2) (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own territory. Rights and interests in third countries will be determined in Annexes. If research is not designated as "joint research" in the relevant Annex, rights to intellectual property arising from the research will be allocated in accordance with paragraph II.B.(1) above. In addition, each person named as an inventor or author shall be entitled to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institutions.

(b) Notwithstanding paragraph II.B.(2)(a) above, if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors or authors of the property shall nonetheless be entitled to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institution of the Party obtaining rights.

III. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Implementing Arrangement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.