

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE FEDERAL MINISTRY FOR RESEARCH AND TECHNOLOGY
OF THE FEDERAL REPUBLIC OF GERMANY
FOR AN EXCHANGE OF ENERGY-RELATED INFORMATION

WHEREAS the Department of Energy (DOE) of the United States of America and the Federal Ministry for Research and Technology (BMFT) of the Federal Republic of Germany (hereinafter referred to collectively as "the Parties");

Recognizing their mutual interest in making more efficient use of conventional energy sources and in developing new sources of energy and desiring to accelerate the achievement of these objectives through an orderly exchange of energy-related information;

have agreed on the following arrangements:

ARTICLE 1
OBJECTIVES AND SCOPE OF EXCHANGE

The objective of cooperation under this Memorandum of Understanding (hereinafter referred to as "the MOU") is to establish for the mutual benefit of the Parties a reasonably

balanced exchange of energy information to complement energy research and development activities in their respective countries. This exchange shall include scientific and technical information on completed energy research and development projects, energy research and development projects in progress, energy-related factual and numeric data, and information science and systems research.

ARTICLE 2

OBLIGATIONS OF THE PARTIES

Pursuant to this MOU, the Parties agree to cooperate as follows:

A. Energy Literature

- (1) The Parties shall exchange information on published or issued energy literature in their respective countries. This information shall include research summaries (abstracts), subject indexing, subject classification and bibliographic description in accordance with international rules and format. The information shall be exchanged monthly in machine-readable form. Energy literature includes, but is not limited to, that published in books, journals, articles, conference papers and proceedings, theses, patents, and reports.

- (2) DOE shall provide BMFT with one copy insofar as possible of U.S.-produced energy reports in microfiche form or as hardcopy.
- (3) BMFT shall provide DOE through the Fachinformationszentrum Karlsruhe with one copy insofar as possible or an availability notice of the non-conventional energy literature published or issued in its country.
- (4) The exchange of information may be realized partly or totally within the framework of international cooperative ventures, e.g., within an Implementing Agreement of the International Energy Agency, which, however, will not impair this bilateral agreement.

B. Reference Journals

- (1) DOE shall provide to BMFT complete sets of published abstract journals and bibliographies prepared by DOE.
- (2) BMFT shall provide to DOE one copy of energy bibliographies prepared by Fachinformationszentrum Karlsruhe and sample copies of new periodicals published in the Federal Republic of Germany dealing with energy.

C. Energy Research and Development Projects in Progress

The Parties shall exchange no less frequently than annually

a single copy of computer tapes containing a description of DOE and BMFT research, development and demonstration projects in an internationally accepted format.

D. Energy-Related Numeric and Factual Data

The Parties may also exchange energy-related numeric and factual data. Specific cooperative ventures or exchanges shall be documented and appended to this MOU.

E. Information Science and Systems Research

The Parties shall cooperate in developing common formats, terminology and other tools for numeric and factual data storage and exchange and shall keep one another informed as to their current activities in this area. Specific cooperative ventures shall be documented and appended to this MOU.

ARTICLE 3

PRINCIPLES GOVERNING THIS EXCHANGE

The Parties shall observe the following principles in conducting the information exchange under this MOU:

- (a) No proprietary information shall be exchanged.

- (b) Machine-readable information transmitted shall be in an internationally accepted format.
- (c) Information exchanged by the Parties under this MOU shall not be transmitted to third Party nations without receipt of written authorization to do so by the originating Party.
- (d) In the event a Party to this MOU does give such information to a third Party nations, prompt notification shall be sent to the Party which supplied it.
- (e) With reference to the databases created from this information:
 - (1) It is understood that rights to the databases can be acquired by third Party nations only through contribution of similar information to the databases in an amount to be mutually agreed upon by the Parties to this MOU and the third Party nation.
 - (2) Each Party may retain ownership and copyright on the input contributed.
 - (3) Each Party has the exclusive right to utilize the database within its national boundaries in any manner and for any purpose.

ARTICLE 4

MANAGEMENT AND EXECUTION

To supervise the execution of this MOU, DOE and BMFT have named, respectively, the DOE Office of Scientific and Technical Information and the Fachinformationszentrum Energie, Physik, Mathematik GmbH, as Coordinators. At the conclusion of the first year of the exchange, the Coordinators shall evaluate the program and consider any necessary adjustments. At their discretion, the Coordinators may name correspondents to carry out day-to-day management of the cooperation.

ARTICLE 5

WARRANTY

Information transmitted by one Party to the other Party under this MOU shall 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.

ARTICLE 6

LEGAL AND LEGISLATIVE PROVISIONS

Cooperation under this MOU shall be in accordance with the laws and regulations of the respective countries of the Parties. All

questions during its term shall be settled by the Parties by mutual agreement. It is understood that the ability of the Parties to carry out their obligations under this MOU is subject to the availability of appropriated funds.

ARTICLE 7

BERLIN CLAUSE

This MOU shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States of America within three months of the date of entry into force of this MOU.

ARTICLE 8

DURATION AND TERMINATION

- (a) This MOU shall enter into force upon the latter date of signature and, subject to paragraph (b) of this Article, shall continue for a five (5) year period. This MOU may be amended or extended subject to written agreement by the Parties.
- (b) Either Party may terminate its participation in this MOU at its discretion upon twelve (12) months' advance notification in writing to the other Party.

DONE in duplicate in the English and German languages, both texts being equally authentic.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA

FOR THE FEDERAL MINISTRY
FOR RESEARCH AND TECHNOLOGY
OF THE FEDERAL REPUBLIC OF
GERMANY

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November 20, 1987
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(Date)