

# **IMPLEMENTING AGREEMENT**

between

**the Department of Energy of the United States of America**

and

**the European Commission**

for

## **NON-NUCLEAR ENERGY**

### **SCIENTIFIC AND TECHNOLOGICAL CO-OPERATION**

In accordance with the Agreement for Scientific and Technological Co-operation between the United States of America and the European Community signed on December 5, 1997 and entered into force on October 14, 1998, this Implementing Arrangement applies to scientific and technological co-operation between the Department of Energy of the United States of America and the European Commission (hereinafter referred to as "the Sides") in the field of non-nuclear energy.

The objective of this Implementing Arrangement is to establish a framework for collaboration between the Sides in specific areas where the programs of the Sides complement one another as well as those in which comparability exists and is intended to result in an overall balance of mutual benefit based on equitable and fair treatment.

#### **SECTION 1 - AREAS OF COOPERATION**

Co-operative activities may be undertaken in the field of non-nuclear energy research, technological development and demonstration as set out in the European Community's fifth Framework Programme for research, technological development and demonstration activities, and as set out by the United States Department of Energy, in particular:

- a. Fossil energy resources (including, but not limited to, generation of electricity and mitigation of climate change).
- b. New (including, but not limited to, fuel cells and the use of hydrogen) and renewable (e.g., wind, solar, bio-energy, geothermal) energy.
- c. Energy efficiency (including, but not limited to, transmission and storage of energy).
- d. Sharing of unique R&D facilities.
- e. Other areas of co-operation which may be added by mutual written agreement of the Sides.

## **SECTION 2 - FORMS OF COOPERATION**

Co-operation in accordance with this Implementing Arrangement may include, but is not limited to, the following forms:

- a. Provision of reciprocal opportunities for entities from the European Community and from the United States of America to participate in the other Side's programs as referred to in Section 1.
- b. Exchange and provision of information and data on scientific and technical activities, developments, practices and results, forthcoming calls for proposals, and on program policies and plans including exchange of proprietary information on the terms and conditions in accordance with Section 7.
- c. Exchange of scientists, engineers, and other specialists for agreed periods of time in order to participate in experiments, analysis, design and other research and development activities at existing and new research centres, laboratories, engineering offices and other facilities and enterprises of each of the Sides or its associated organisations or contractors.
- d. Exchange and provisions of samples, materials and equipment for experiments, testing and evaluation.
- e. Meetings of various forms to discuss and exchange information on scientific and technological aspects of general or specific subjects in the areas listed in Section 1, and to identify additional co-operative actions which may be usefully undertaken.
- f. Execution of joint studies, projects or experiments (i.e., joint design, construction and operation) including activities in partnership with private industry and non-governmental organisations selected through calls for proposals issued by either Side or through co-ordinated calls by both Sides.
- g. Other specific forms of collaboration may be added by mutual written agreement of the Sides.

## **SECTION 3 - STEERING GROUP**

- a. To supervise the execution of this Implementing Arrangement, a Steering Group shall be established to which each Side shall designate two or three persons to serve as Lead Co-ordinators. Lead Co-ordinators shall appoint a Technical Co-ordinator for each of the technical fields or groups of related technical fields as may be necessary. For the European Commission, DG Research, DG Energy and Transport and the Joint Research Centre shall each designate a Lead Co-ordinator.
- b. The Lead Co-ordinators shall normally meet each year, alternately in the United States and Europe, the hosting Side providing organisation and secretariat. At their meetings, the Lead Co-ordinators shall evaluate the status of co-operation under this Implementing Arrangement. This evaluation shall 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 or groups of related technical fields listed in Section 1, an assessment of the balances of exchanges within each of the technical fields or groups of technical fields listed in Section 1, and consideration of measures required to correct any imbalances.

- c. Tasks of the Steering Group shall also include: overseeing and encouraging co-operative activities, exchanging information on programs, practices, laws and regulations relevant to co-operation, suggesting objectives and co-operative activities for each upcoming year and proposing ad hoc activities under this Implementing Arrangement. In addition, the Lead Co-ordinators shall consider and act on any major new proposals for collaboration. Technical Co-ordinators may, at the discretion of the Lead Co-ordinators, participate in these annual meetings.

#### **SECTION 4 – ASSIGNMENTS AND EXCHANGE OF PERSONNEL**

Unless otherwise agreed in writing, the following provisions shall apply concerning assignments and exchanges of personnel under this Implementing Arrangement:

- a. Each Side may, at its own expense, and subject to agreement of the other Side, observe test activities and analytical work of the other Side. Such observation may be accomplished by short-term visits or by the assignment of staff, subject to the prior agreement of the receiving Side on each occasion.
- b. Whenever an assignment or exchange of staff is contemplated under this Implementing Arrangement, each Side shall select qualified staff for assignment to the other Side to conduct the activities planned under this Implementing Arrangement. Each such exchange of personnel shall be mutually agreed in advance by an exchange of letters between the Sides, referencing this Implementing Arrangement and its pertinent intellectual property provisions.
- c. Each Side shall be responsible for the salaries, insurance, and allowances to be paid to its staff or contractors.
- d. Each Side shall pay for the travel and living expenses of its staff while on assignment to the host Side, unless otherwise agreed.
- e. Each Side shall arrange for accommodation for the other Side's assigned staff or its contractors (and their families) on a mutually agreeable reciprocal basis.
- f. The host Side shall provide all necessary assistance to the assigned staff or its contractors (and their families) of the other Side regarding administrative formalities.
- g. The staff of each Side and its contractors shall be subject to the general and special rules of work and safety regulations in force at the host establishment.

#### **SECTION 5 – EXCHANGE OF EQUIPMENT**

Unless otherwise agreed in writing, the following provisions shall apply to the provision of equipment by one Side to the other Side under this Implementing Arrangement:

- a. The sending Side shall supply to the other Side as soon as possible a detailed list of the equipment to be provided, together with the associated specifications and technical and informational documentation.
- b. The equipment, spare parts, and documentation supplied by the sending Side shall remain the property of the sending Side and shall be returned to the sending Side upon completion of the mutually agreed upon activity unless otherwise agreed.



- c. The host establishment shall provide the necessary premises and shelter for the equipment, and shall provide for electric power, water and gas in accordance with all technical requirements, which shall be as mutually agreed upon by the Sides.
- d. The sending Side shall be responsible for expenses, safekeeping and insurance during the transport of the material from the original location in the country of the sending Side to the place of entry in the country of the receiving Side. If the sending Side elects to have the material returned, the sending Side shall be responsible for expenses, safekeeping, and insurance during the transport of the material from the original point of entry in the country of the receiving Side to the final destination in the country of the sending Side.
- e. The receiving Side shall be responsible for expenses, safekeeping, and insurance during the transport of the material from the place of entry in the country of the receiving Side to the final destination in the country of the receiving Side. If the sending Side elects to have the material returned, the receiving Side shall be responsible for expenses, safekeeping, and insurance during the transport of the material from the final destination in the country of the receiving Side to the original point of entry in the country of the receiving Side.
- f. The equipment provided by the sending Sides for carrying out mutually agreed-upon activities shall be considered to be scientific, not having a commercial character.

## **SECTION 6 – SAMPLES AND MATERIALS**

- a. Unless otherwise agreed by the Sides prior to delivery, all samples and materials provided by the sending Side to the receiving Side shall not be returned to the sending Side.
- b. Where one Side requests that a sample or material be provided by the other Side, the Side making the request shall bear all costs and expenses associated with the transportation of the sample or material from the location of the sending Side to the final destination.
- c. Each Side shall promptly disclose to the other Side all information arising from the examination or testing of samples or materials exchanged under this Implementing Arrangement. The Sides agree that proprietary information, as defined in the Annex to the US-EC S&T Agreement, which was developed prior to or outside the scope of this Implementing Arrangement, shall remain proprietary information even though it is contained in the results of an examination or testing of samples and materials. Such information shall be identified as proprietary by the Side asserting its proprietary nature as soon as possible after disclosure of all information arising from the examination or testing is made to such Side and the other Side shall be immediately advised of that identification. All information identified as proprietary shall be controlled as provided under the Annex to the US-EC S&T Agreement. It is further understood and agreed that one Side providing samples or materials to the other Side may also provide a partial or complete list of the types of information which will arise from the examination or testing of such samples or materials and which is proprietary information as defined in the Annex to the US-EC S&T Agreement and all such proprietary information is to be controlled as set out in the Annex to the US-EC S&T Agreement.

## SECTION 7 - INTELLECTUAL PROPERTY

Rights related to any form of intellectual property arising under this Implementing Arrangement shall be allocated in conformity with the rules and procedures set out in the Intellectual Property Rights Annex attached to the Agreement for Scientific and Technological Co-operation between the United States of America and the European Community signed on December 5, 1997 and entered into force on October 14, 1998, which forms an integral part of this Arrangement.

## SECTION 8 - GENERAL PROVISION

The provisions of the S&T Agreement shall apply to this Implementing Arrangement.

## SECTION 9 - FUNDING

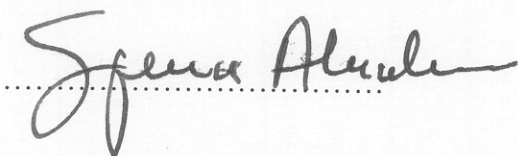
- a. Except as otherwise specified in this Implementing Arrangement or when otherwise specifically agreed to in writing by the Sides, all costs resulting from co-operation under this Implementing Arrangement shall be borne by the Side that incurs them. Activities under this Implementing Arrangement shall be subject to the availability of appropriated funds.
- b. Each Side shall bear the costs of participation in meetings of the Steering Group. However, costs, other than those for travel and accommodation, which are directly associated with meetings of the Lead Co-ordinators, shall be borne by the hosting Side.

## SECTION 10 - DURATION AND TERMINATION

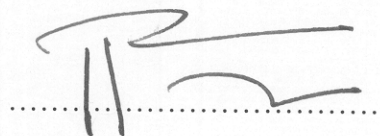
- a. This Implementing Arrangement shall enter into force upon signature by both Sides and shall remain in force for the period of the US-EC S&T Agreement.
- b. This Implementing Arrangement may be amended by mutual written agreement of the Sides. This Implementing Arrangement may be terminated at any time by either Side upon six (6) months written notice.
- c. The expiration or termination of this Implementing Arrangement shall not affect the validity or duration of any specific rights and obligations that have accrued in compliance with Section 7. The expiration or termination of this Implementing Arrangement shall not affect the validity or duration of projects under this Implementing Arrangement that are initiated prior to such expiration or termination, unless mutually agreed, and such projects may be continued until their completion under the terms of this Implementing Arrangement.

Done in duplicate in the English language at Brussels, this 14<sup>th</sup> day of May, 2001

FOR THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF AMERICA



FOR THE EUROPEAN COMMISSION



Member of the Commission