

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE FRENCH COMMISSARIAT A L'ENERGIE ATOMIQUE
FOR THE EXCHANGE OF ENERGY INFORMATION

WHEREAS the Department of Energy (DOE) of the United States of America and the French Commissariat a l'Energie Atomique (CEA) (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 the CEA with one copy insofar as possible of U.S.-produced energy reports in microfiche form or as hardcopy.

- (3) CEA shall provide DOE with a copy (if available) or an availability notice of all 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 the CEA complete sets of published abstract journals and bibliographies prepared by DOE.
- (2) CEA shall provide to DOE one copy of energy bibliographies prepared by CEA and sample copies of new periodicals published in the France dealing with energy.

C. 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.

D. 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

PRINCIPALS GOVERNING THIS EXCHANGE

The Parties shall observe the following principles in conducting the information exchange under this Memorandum of Understanding:

- (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 Memorandum 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 Memorandum of Understanding, DOE and the CEA have named, respectively, the DOE Office of Scientific and Technical Information and the Coordonnateur de l'Information Scientific et Technique 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

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

FOR THE UNITED STATES
DEPARTMENT OF ENERGY


(Signature)

David B. Waller
(Printed Name)
Assistant Secretary for
International Affairs and
Energy Emergencies
(Title)

7/22/87
(Date)

FOR THE FRENCH COMMISSARIAT
A L'ENERGIE ATOMIQUE


(Signature)

Daniel Chavardes
(Printed Name)
Nuclear Attache
Embassy of France
(Title)

7/20/1987
(Date)