

AGREEMENT

TERMS FOR EXCHANGES OF INFORMATION BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR, WASHINGTON, D. C., AND THE NATIONAL COAL BOARD OF HOBART HOUSE, GROSVENOR PLACE, LONDON, S. W. 1X 7AE, ENGLAND

PREAMBLE

- A. The Department of the Interior and the National Coal Board have the objective of acquiring information to further the development of processes and equipment in any or all of the following areas, as well as such other areas as may be mutually agreed:
1. Gasification Systems for:
 - a. Synthesis Gas,
 - b. Synthetic Natural Gas,
 - c. Low Btu Gas,
 - d. In-situ Gasification.
 2. Hydrogenation Systems for synthetic crude oil.
 3. Solvent Extraction for:
 - a. Synthetic crude oil,
 - b. Chemical manufacture.
 4. Long-wall Mining Techniques.
 5. Automatic coal-cutting machine control.
 6. Coal Preparation techniques.
 7. Automatic continuous measurement of coal characteristics.
 8. Liquid effluent control from:
 - a. mineworkings,
 - b. coal preparation plants,
 - c. coal processing plants.
 9. Minestone (unburnt spoil) disposal:
 - a. spoil heap control,
 - b. spoil heap reclamation,
 - c. spoil as fill,
 - d. spoil as manufactured aggregates.

10. Noise and Dust control both underground and on the surface.
11. Mining research:
 - a. degasification,
 - b. subsidence,
 - c. support certification test facilities,
 - d. spontaneous combustion.
12. Air Pollution Control:
 - a. flue gas desulphurization,
 - b. desulphurization techniques for 1-3 above,
 - c. other flue gas pollutants.
13. Opencast techniques including restoration techniques.
14. Advanced Power Systems.
15. Fluidized-bed combustion;

have agreed to exchange information concerning the development, design, construction and operation of these systems.

SUBJECT OF EXCHANGE

- B. The Department of the Interior and the National Coal Board will exchange basic information on:
1. All aspects of the utilization of coal from resource identification to end-use, involving all the processes therein, including identification of reserves, extraction technology, conversion to other forms, transport in various forms, utilization in various forms and the impact of economic, legal, environmental, health, safety, manpower, etc, requirements on this use of coal.
 2. Personnel, equipment and research material relating to the above areas may also be exchanged. In this Clause "basic information" means all technical and economic information relating to the systems set out above including such information as is derived from small scale experiments and pilot plants and also information derived from conceptual studies of full scale plants, but does not include the information referred to in Clause 3. a. and b. below.
 3. There will be excluded from information to be exchanged under B. 1. and 2. above:
 - a. information which the party possessing such information either does not own or does not have the right to disclose; and

- b. information contained in detailed drawings and manufacturing specifications in respect of prototype designs and flow sheets, and in detailed calculations supporting such drawings and specifications.
 - c. "Prototype" means rigs which are built specifically to provide data for the design of commercial equipment; provided that either party may add to such list such rigs as they may specify on giving to the other one month's notice in writing.
4. There shall also be excluded from information to be exchanged under Clause B. 1. and 2. any information which relates to patentable inventions the party possessing such information is satisfied that adequate patent protection for such information has been obtained.

REVIEW OF TERMS OF EXCHANGE

- C. A review may be requested by either party in circumstances where that party is not satisfied as to the equity of the exchange or the performance of the other party. If the parties are unable to resolve the issues which arise on such review either party may terminate this Agreement by giving not less than 28 days' notice in writing to the other party.

TERMINATION OF THE AGREEMENT

- D. Subject to the provisions of Clause C (Review of Terms of Exchange) this Agreement shall remain in operation for a period of three years from July 1, 1974, unless notice in writing by either party is given to the other party not less than three months prior to the expiration of such three year term. This Agreement shall be extended automatically for further periods of two years each, unless a notice of termination of any such two year term is given in writing to the other party not less than three months prior to the end of any such two year term.

CONFIDENTIALITY AND PATENTS

- E. Any information exchanged pursuant to this Agreement shall be kept confidential by the receiving party or by contractors under a pledge of confidentiality and shall be used by the receiving party only for experimental use and assessment of its commercial and practical value.
1. Nothing in this Agreement shall give the receiving party any rights for the commercial exploitation of information received from the disclosing party or any rights in the patents of the disclosing party. Such rights shall be the subject of negotiation on normal commercial terms in the future.

2. No restriction in this Clause shall apply to information exchanged pursuant to this Agreement in the following categories:

- a. information which is or becomes part of the public domain, other than through a breach of obligations imposed under Clause E.,
- b. information in the possession of one party prior to its acquisition from the other,
- c. information acquired by one party from a third party other than information which the first party knows or has reason to know was originally acquired from the other party to this Agreement subject to restrictions on its use or disclosure.

KNOW-HOW

F. Nothing in this Agreement shall be construed to prohibit either party from selling to or purchasing from the other or otherwise exchanging information not required to be exchanged under this Agreement, and each party will notify the other of the categories of information and know-how of commercial value in its possession being information excluded under Clause B. 3. Notification will be given at regular meetings of the parties or at such other times as may be appropriate.

ADMINISTRATIVE ARRANGEMENTS AND COMMUNICATIONS

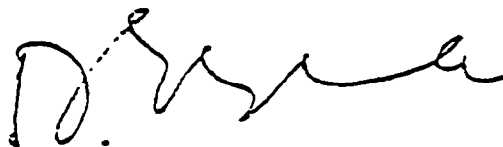
G. Communications between the parties and in particular those relating to the exchange of information shall be made in accordance with the following arrangements:

1. Each party will nominate a Co-ordinator whose signature alone will authenticate correspondence.
2. Each party may nominate correspondents for dealing with specific topics, and the nomination of the correspondents will be formalized over the signature of the Co-ordinator. Subject to this provision, all correspondence in connection with this Agreement addressed to the United Kingdom should be addressed to Mr. Leslie Grainger, Member for Science, National Coal Board, and all correspondence to the United States of America should be addressed to the Director, Office of Research and Development, Office of the Secretary, Department of the Interior.

3. The Co-ordinator (or other nominated correspondent) of each party shall send to the other lists of external and internal reports in which the basic information is contained. The receiving party shall then have the right to request copies of such reports at their own expense.
 4. Joint meetings will be arranged at least annually and in addition on specific occasions as may be required; the location to be settled according to the subject matter.
 5. Each party will use their best endeavours to arrange for exchange of personnel and such visits in their country as the other party may reasonably request. Such visits shall be at the expense of the visiting party and the host party shall have the right to require employees or servants of the visiting party to enter into a personal secrecy agreement with the host party.
- H. The obligations undertaken herein shall be subject to the availability of appropriated funds.
- I. This Agreement shall be effective on July 1, 1974.

signed on the 26th day of June, 1974,
in the city of London, England.

NATIONAL COAL BOARD



Sir Derek Joseph Ezra

CHAIRMAN

UNITED STATES
DEPARTMENT OF THE INTERIOR



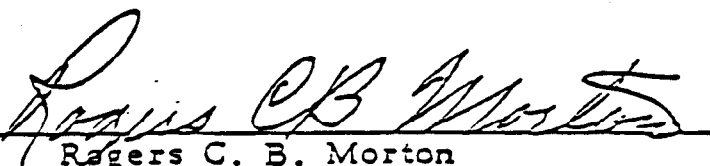
Dr. S. William Gouse, Jr.

DIRECTOR, OFFICE OF
RESEARCH AND DEVELOPMENT

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UNITED STATES
DEPARTMENT OF THE INTERIOR


Rogers C. B. Morton

SECRETARY OF THE INTERIOR

NATIONAL COAL BOARD


Leslie Grainger

MEMBER FOR SCIENCE