

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE DEPARTMENT OF TRADE AND INDUSTRY
OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
ON COLLABORATION IN
ENERGY RESEARCH AND DEVELOPMENT

Whereas,

The Department of Energy of the United States of America (U.S. DOE) and the Department of Energy of the United Kingdom of Great Britain and Northern Ireland (U.K. DOE) signed a Memorandum of Understanding on Collaboration in Energy Research and Development on June 11, 1990;

In 1992, the responsibilities of the U.K. DOE were transferred to the Department of Trade and Industry of the United Kingdom of Great Britain and Northern Ireland (U.K. DTI), apart from those responsibilities relating to energy efficiency, which were transferred to the Department of the Environment, Transport and the Regions (DETR);

The U.K. DTI, acting on behalf of itself and the DETR, and the U.S. DOE (hereinafter referred to as the Participants) wish to continue and build on the long history of successful cooperation between their respective countries in respect of matters relating to energy, to maximize the effectiveness of their programs of energy research and development;

The Participants recognize that sharing tasks, facilities, scientific and technical information, costs, and human resources can enhance accomplishment of their objectives more efficiently and cost-effectively;

The Participants have reached the following understanding:

SECTION 1

Objective

The objective of the collaboration under this Memorandum of Understanding (MOU) will be to continue, expand, and maximize cooperation in energy research and development between the Participants. Collaboration under this MOU will not preclude other bilateral or multilateral cooperation activities in energy research and development in which each Participant may take part.

SECTION 2

Scope

1. Collaboration under this MOU may include, but is not limited to, the following fields:
 - a. fossil energy;
 - b. renewable energy;
 - c. waste-related management and the environment;
 - d. energy end-use technologies and techniques; and
 - e. research related to energy technologies, systems, services, and policies.
2. Other collaborative fields may be added by written arrangement of the Participants.

SECTION 3

Forms of Collaborative Activities

1. Collaboration in accordance with this MOU may include, but is not limited to, the following forms:
 - a. Exchange of all forms of unclassified scientific and technical information and results of research and development;
 - b. Exchange of scientists, engineers and other specialists, including those from industry, for participation in research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices, and other facilities and enterprises of each Participant;
 - c. Exchange of samples, materials, instruments and components for testing;

- d. Organization of seminars, workshops, and other meetings on specific topics;
 - e. Visits by specialist teams or individuals to the facilities of the other Participant;
 - f. The use by one Participant of the facility(ies) owned or operated by the other Participant. Such use of facilities will be the subject of a separate written arrangement and may be subject to commercial terms or conditions;
 - g. Cooperative programs and projects in which the Participants decide to share the work and costs. Such joint projects will be the subject of a separate written arrangement between the Participants.
2. Other specific forms of cooperation may be added by written arrangement of the Participants.

SECTION 4

Implementing Arrangements

When the Participants decide to undertake a form of cooperation set forth in Section 3, they will execute an Implementing Arrangement. Each such Implementing Arrangement will include, as appropriate, detailed provisions for carrying out the specified forms of cooperation and will cover such matters as technical scope, protection and allocation of intellectual property, exchange of business-confidential information, management, total costs, cost sharing and schedule.

SECTION 5

Other Entities

- 1. The Participants will encourage and facilitate, where appropriate, the development under this MOU of direct contacts and cooperation between government agencies, universities, science and research centers, institutes and institutions, private sector firms and other entities of the Participants' two countries.
- 2. Scientists, technical experts, governmental agencies and institutions of third countries or international organizations may be invited, by agreement of the Participants, to participate, at their own expense unless the Participants otherwise agree, in cooperative projects and programs carried out under this MOU.

SECTION 6

Management

1. To supervise the cooperation under this MOU, each Participant will designate a Lead Coordinator. Each Participant will also designate a Technical Coordinator to assist the Lead Coordinator in carrying out activities under this MOU. In addition, the Participants will designate an official or officials responsible for collaboration in each of the fields listed in Section 2 of this MOU.
2. The Lead Coordinators will meet each year, or as otherwise jointly decided, alternately in the United States or the United Kingdom. At the meetings, the Lead Coordinators will evaluate the status of cooperation under this MOU. This evaluation will include a review of the past year's activities and accomplishments and of the activities planned for the coming year within each of the fields listed in Section 2, an assessment of the balances of exchanges within each of the fields or groups of related fields listed in Section 2, and consideration of measures required to correct any imbalances. In addition, the Lead Coordinators will consider and act on any major new proposals for collaboration. Technical Coordinators may, at the discretion of the Lead Coordinators, participate in these annual meetings.

SECTION 7

Exchange of Personnel

1. Whenever a personnel exchange is contemplated under this MOU, each Participant will ensure that qualified staff are selected for assignment to the other Participant or its contractors.
2. Each such assignment will be the subject of a separate written exchange arrangement between the Participants.
3. Each Participant will be responsible for the salaries, insurance, and allowances to be paid its staff.
4. Each Participant will pay for the travel and living expenses of its staff while on assignment to the host Participant, unless otherwise decided in writing.
5. The host establishment will do its best to arrange for comparable accommodations for the attached staff and their families on a mutually acceptable, reciprocal basis.
6. Each Participant will provide all necessary assistance to the assigned staff (and their families) as regards administrative formalities, such as travel arrangements and immigration services.

7. The attached staff of each Participant will conform to the general and special rules of work and safety regulations in force at the host establishment, or as decided in a separate personnel exchange arrangement.

SECTION 8

Intellectual Property; Business-Confidential Information

The Participants do not anticipate the generation of intellectual property from the activities under this MOU or the exchange of business-confidential information. If the Participants determine that a particular activity may lead to the creation of intellectual property or the exchange of business-confidential information, they will consult with each other and make appropriate written arrangements for the protection and allocation of such intellectual property and business-confidential information.

SECTION 9

Funding

1. Unless jointly approved in writing, any costs arising from any direct collaboration between the Participants will be borne by the Participant that incurs them.
2. Collaboration under this MOU will be subject to the availability of appropriated funds.

SECTION 10

Equipment

1. Each Participant decides that, unless jointly decided in writing, in the event equipment is to be exchanged or supplied by one Participant to the other Participant, the following provisions will apply covering the shipment and use of the equipment:
 - a. The sending Participant will supply as soon as possible a detailed list of the equipment to be provided together with the associated specifications and technical information documentation.
 - b. The equipment, spare parts, and documentation supplied by the sending Participant will remain the property of the sending Participant and will be returned to the sending Participant upon completion of the mutually agreed upon activity unless otherwise agreed.
 - c. The host establishment will provide the necessary premises and shelter for the equipment, and will provide for electric power, water, gas, and other utilities in accordance with all technical requirements which will be as mutually agreed upon.

- d. Responsibility for expenses, safekeeping and insurance during the transport of the material from the original location in the country of the sending Participant to the place of entry in the country of the receiving Participant will rest with the sending Participant. If the sending Participant elects to have the material returned, it will 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 Participant to the final destination in the country of the sending Participant.
- e. Responsibility for expenses, safekeeping, and insurance during the transport of the material from the place of entry in the country of the receiving Participant to the final destination in the country of the receiving Participant will rest with the receiving Participant. If the sending Participant elects to have the material returned, the receiving Participant will be responsible for expenses, safekeeping, and insurance during the transport of the material from the final destination in the country of the receiving Participant to the original point of entry in the country of the receiving Participant.
- f. The equipment provided by the sending Participant for carrying out mutually agreed-upon activities will be considered to be scientific, not having a commercial character.

SECTION 11

Samples and Materials

- 1. Unless otherwise agreed in writing, the following provisions will apply to the transportation and use of samples and materials provided by one Participant to the other under this MOU:
 - a. Unless otherwise agreed by the Participants, all samples and materials provided by the sending Participant to the receiving Participant will remain the property of the sending Participant, and will be returned to the sending Participant upon completion of the mutually agreed upon activity.
 - b. Where one Participant requests that a sample or material be provided by the other Participant, the Participant making the request will bear all costs and expenses associated with the transportation of the sample or material from the location of the sending Participant to the final destination,
 - c. Subject to the provisions of Section 8, each Participant will promptly disclose to the other Participant all information arising from the examination or testing of samples or materials exchanged under this MOU.

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SECTION 12
General Provisions

1. Cooperation under this MOU will be in accordance with the laws and regulations of the Participants' respective countries.
2. All questions related to the MOU arising during its term will be settled by the Participants through consultations with each other.

SECTION 13
Entry Into Operation, Amendment and Termination

1. This MOU will enter into operation upon the last date of signature and remain in operation for a period of ten (10) years. This MOU may be amended or extended by written arrangement of the Participants. This MOU supersedes the previous Memorandum of Understanding of June 11, 1990, as extended, which is hereby terminated.
2. This MOU may be terminated at any time by either Participant upon six (6) months written notice to the other Participant. All joint efforts and experiments not completed at the expiration of this MOU may be continued until their completion under the terms of this MOU.

Signed in duplicate

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



BILL RICHARDSON
SECRETARY

Date: 11/06/00

FOR THE DEPARTMENT OF TRADE AND
INDUSTRY OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND:



HELEN LIDDELL
MINISTER FOR ENERGY AND
COMPETITIVENESS IN EUROPE

Date: 6 September 2000