

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA (DOE)
AND
THE MINISTRY OF ECONOMIC AFFAIRS OF THE NETHERLANDS

The Department of Energy of the United States of America and the Ministry of Economic Affairs of the Netherlands (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

The objective of cooperation under this Memorandum of Understanding is to establish, for the mutual benefit of the Parties, a reasonably balanced exchange of energy information.

ARTICLE 2

A. Pursuant to this Memorandum of Understanding, DOE shall:

- (1) Provide to the organization assigned by the Ministry of Economic Affairs of the Netherlands no less frequently than

ARTICLE 2

monthly, at no charge, a single copy of computer tapes containing the bibliographic citation, an abstract, the availability source, and indexing for energy literature produced or compiled by DOE, organized as described in "Energy Information Data Base (EDB), Subject Categories" (TID-4584-R4).

Energy literature includes, but is not limited to books, journals, articles, conference papers, theses, patents, and reports.

- (2) Authorize the organization assigned by the Ministry of Economic Affairs of the Netherlands to make a standing order to purchase up to three sets in microfiche form of DOE produced energy reprints through the DOE Technical Information Center's microfiche contractor in accordance with the terms and conditions of the contract between DOE and the contractor.

B. Pursuant to this Memorandum of Understanding, the Ministry of Economic Affairs of the Netherlands shall:

- (1) Provide to DOE no less frequently than monthly, at no charge, a single copy of computer tapes containing the bibliographic citation, an abstract in English of each item, the availability source and indexing for energy literature published in the Netherlands, organized as described in "Energy Information Data Base, Subject Categories" (TID-4584-R4). Energy literature includes, but is not limited to books, journals, articles, conference papers, theses, patents, and reports.

DOE funded work will be identified on the computer tape by inclusion of the DOE contract number.

- (2) Provide to DOE one copy of all non-conventional energy literature published in the Netherlands, except for literature where no permission is given by the publishing organization(s). In the latter case an availability source will be given.

Non-conventional energy literature is defined as all literature other than journal articles or commercially published books.

- (3) Provide from time to time upon request, translations into English of information supplied to DOE under this MOU.
- (4) Authorize DOE to obtain the Netherlands input to the International Nuclear Information System (INIS) directly from the inputting center(s) solely for the cost of delivery.

ARTICLE 3

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

- (1) No proprietary information shall be exchanged.
- (2) Machine-readable bibliographic information transmitted shall be organized as described in "Energy Information Data Base, Magnetic Tape Description" (DOE/TIC-45810-R4).
- (3) Information exchanged by the Parties under this Memorandum of Understanding will not be transmitted to third party countries without receipt of written authorization to do so from the originating Party.

- (4) The undertaking in (3) above is subject to the laws and regulations of the Parties. In the event a Party to this Memorandum of Understanding does so give such information to a third party country, prompt notification will be sent to the Party which supplied it.

ARTICLE 4

To supervise the execution of the Memorandum of Understanding, DOE and the Ministry of Economic Affairs of the Netherlands will each name a Coordinator. 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

Information transmitted by one Party to the other Party under this Memorandum of Understanding 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

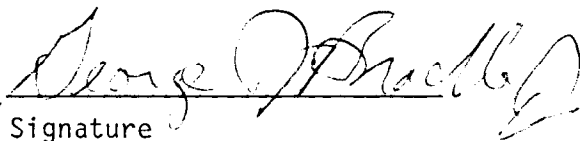
Cooperation under this Memorandum of Understanding shall be in accordance with the laws of the respective countries and the regulations of the respective Parties. All questions during its term shall be settled by the Parties by mutual agreement. It is understood that the ability of the Parties to carry out their obligations under this Memorandum of Understanding is subject to the availability of appropriated funds.

ARTICLE 7

1. This Memorandum of Understanding shall enter into force upon the later date of signature and, subject to paragraph 2 of this Article, shall continue in force for a five (5) year period. This Memorandum of Understanding may be amended or extended subject to written agreement by the Parties.

2. Either Party may terminate its participation in this Memorandum of Understanding at its discretion upon twelve (12) month's advance notification in writing to the other Party.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF
AMERICA


Signature

George J. Bradley, Jr.


Name
Acting
Assistant Secretary
for International Affairs

Title

June 1, 1982

Date

FOR THE MINISTRY OF ECONOMIC
AFFAIRS OF THE NETHERLANDS


Signature

J.P. Campen

Name
Deputy Director General
for Energy

Title

June 29, 1982

Date