

SAUDI ARABIAN - UNITED STATES
JOINT COMMISSION ON ECONOMIC COOPERATION

PROJECT AGREEMENT

BETWEEN THE
KING ABDULAZIZ
CITY FOR SCIENCE AND TECHNOLOGY

AND THE
MINISTRY OF FINANCE AND NATIONAL ECONOMY
KINGDOM OF SAUDI ARABIA

AND THE
DEPARTMENT OF ENERGY

AND THE
DEPARTMENT OF THE TREASURY
UNITED STATES OF AMERICA

FOR
COOPERATION IN THE FIELD OF RENEWABLE
ENERGY RESEARCH AND DEVELOPMENT

ARTICLE 1

1. This Project Agreement, hereinafter referred to as the Agreement, between the King Abdulaziz City for Science and Technology (KACST) and the Ministry of Finance and National Economy (MFNE) of the Kingdom of Saudi Arabia, and the Department of Energy (DOE) and the Department of the Treasury (Treasury) of the United States, hereinafter, called the Parties, for cooperation in the field of renewable energy research and development, sets forth arrangements for technical cooperation for the mutual benefits of the two countries.
2. The Agreement will be carried out under the auspices of the Saudi Arabian - United States Joint Commission in Economic Cooperation and in accordance with the provisions of the Technical Cooperation

Agreement between the Governments of the Kingdom of Saudi Arabia and the United States, signed on February 13, 1975, and extended on September 25, 1984, for a third five-year period beginning February 13, 1985.

ARTICLE 2

1. Cooperation under this Agreement shall be directed toward finding solutions to mutually agreed problems associated with renewable energy research and development and to exchanging information developed during resolution of these problems.
2. Cooperation between the Parties shall be on the basis of mutual benefit, equality, and reciprocity.
3. Cooperation in accordance with this Agreement may include, but is not limited to, the following:
 - a. Exchange visits of scientists, engineers, and other specialists for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices and other facilities of each of the Parties or its contractors.
 - b. Exchange of scientific and technical information, and results and methods of renewable energy research and development.
 - c. Exchange of samples, materials, instruments and components for testing and experimentation.
 - d. Organization of seminars and other meetings on mutually agreed topics concerning research and development in renewable energy technologies.
 - e. Education exchange opportunities for training or study in renewable energy research and technology at institutions in Saudi Arabia or the United States.
 - f. Joint renewable energy research and development projects in which the Parties agree to share the work and/or costs.

ARTICLE 3

1. The fields of cooperation covered by this Agreement may include:
 - a. Photovoltaic energy technologies;
 - b. Solar thermal energy technologies;
 - c. Wind energy conversion systems;
 - d. Biofuels and municipal waste technologies;
 - e. Geothermal energy systems; and
 - f. Electric energy systems; and
 - g. Energy storage technologies.
2. Other fields of renewable energy research and development may be added by mutual written agreement.

ARTICLE 4

1. DOE and KACST shall be responsible for the development, coordination, and implementation or renewable energy activities under this Agreement.
2. DOE and KACST shall each designate one official to supervise jointly the selection, authorization, and execution of cooperation activities under this Agreement.
3. For each particular cooperation activity or project, specific Annexes to this Agreement shall be executed by DOE and KACST.
4. Each Annex shall contain detailed provisions for implementation that include technical scope, management of the activity or project, exchange of equipment or materials, protection of proprietary information and patents, liability, schedule, total costs, and cost sharing between DOE and KACST.

5. Overall coordination of this Agreement with other Joint Commission activities within the United States Government and provision of certain administrative facilities and support for this Agreement will be the responsibility of Treasury. The Office of the Joint Commission in Riyadh shall serve as the point of contact for general policy-related communications between the parties.

ARTICLE 5

1. Except when otherwise specifically agreed in writing at the time, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.
2. Financing of cooperation under this Agreement is subject to the availability of appropriated funds.
3. Implementation of activities under this Agreement shall be subject to the applicable laws and standard business practices of the United States and the Kingdom of Saudi Arabia.

ARTICLE 6

1. Right to Publish. The Parties support the widest possible dissemination of information provided, exchanged, or arising under this Agreement, subject to the need to protect preexisting proprietary information and copyright restrictions.
2. Information transmitted by one Party to another Party under this Agreement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third Party.
3. Subject only to copyright restrictions, the Parties shall have the right to publish all information provided to or arising from this Agreement except preexisting proprietary information.

4. Preexisting Proprietary Information. The Parties shall take all necessary measures in accordance with this paragraph, the laws of their respective countries, and international law to protect preexisting proprietary information provided under this Agreement. For the purposes of this Agreement, proprietary information shall mean information of a confidential nature, such as trade secrets and know-how (for example, computer programs, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments), which is appropriately marked, provided such information:

- a. Is not generally known or publicly available from other sources;
- b. Has not previously been made available by the owner to others without obligation concerning its confidentiality; and
- c. Is not already in the possession of the recipient party without obligation concerning its confidentiality.

It shall be the responsibility of either Party supplying preexisting proprietary information to identify the information as such and to ensure that it is appropriately marked.

5. Copyright. The Parties may take appropriate measures necessary to protect copy-rightable material generated under this Agreement. Either Party may reproduce and distribute such material, but neither party shall publish such material with a view to profit.
6. Inventions made or conceived in the course of or under this Agreement (arising inventions) shall be owned by DOE in the United States and by KACST in Saudi Arabia. Ownership in third countries shall be by agreement between DOE and KACST on an equitable basis.

ARTICLE 7

If any Agency participating in this Agreement is rendered unable because of force majeure to perform its responsibilities under this Agreement, these responsibilities shall be suspended during the period of continuance of such inability. The term "Force Majeure" means acts of God, acts of the

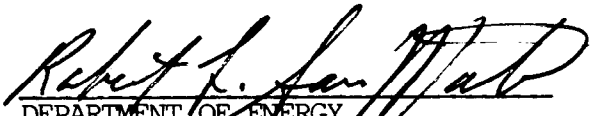
public enemy, war, civil disturbances, and other similar events not caused by or within the control of any Agency. In the event of suspension of an Agency's duties because of force majeure, the Agencies shall consult and endeavor jointly to resolve any attendant difficulties.

ARTICLE 8

1. This Agreement shall enter into force upon signature by all the Parties and, subject to paragraphs 2, 3, and 4 of this Article, shall continue for a five (5) year period, or until the termination of the Technical Cooperation Agreement, whichever shall occur first.
2. This Agreement may be amended or extended by mutual written agreement of all the Parties.
3. This Agreement may be terminated at any time at the discretion of any Party, upon six (6) months advance notification in writing to all of the Parties by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights which may have accrued under this Agreement to the Parties up to the date of such termination.
4. All joint efforts and experiments not completed at the expiration or termination of this Agreement may be continued until their completion under the terms of this Agreement.

Done at Riyadh, Saudi Arabia, this 4th day of February, 1987.

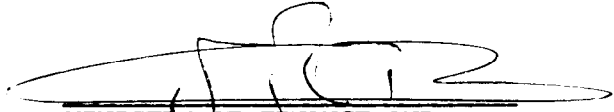
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