

**IMPLEMENTING ARRANGEMENT
BETWEEN
THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF ELECTRICITY AND ENERGY
OF THE ARAB REPUBLIC OF EGYPT
FOR COOPERATION IN ENERGY TECHNOLOGY**

The Department of Energy of the United States of America (DOE) and the Ministry of Electricity and Energy of the Arab Republic of Egypt (MEE)(hereinafter referred to as the Parties);

Having a mutual interest in exchanging information, experience and points of view regarding the development and analysis of energy information, energy regulation, and energy planning, and in developing strategies to establish and promote market-based systems in renewable energy and energy efficiency technologies and fossil energy technologies;

Recognizing the contribution of renewable energy, energy efficiency technologies and fossil energy technologies to increasing energy diversity, addressing environmental concerns, and enhancing energy security; and

Noting the Parties' interest in identifying and implementing regional cooperative energy projects;

HEREBY AGREE AS FOLLOWS:

**ARTICLE I
SCOPE AND OBJECTIVE**

- I. This Implementing Arrangement is subject to and governed by the terms and conditions of the Agreement on Science and Technology Cooperation between the Government of the United States of America and the Government of the Arab Republic of Egypt, signed at Cairo on March 20, 1995, hereinafter referred to as the "Umbrella Agreement."
- II. The objective of this Implementing Arrangement is to establish cooperation between the Parties in the field of energy technology on the basis of reciprocity and mutual benefit.

**ARTICLE II
AREAS OF COOPERATION**

Cooperation under this Implementing Arrangement may include but is not limited to the following areas:

- I. Efficient and advanced energy technologies;
- II. Fossil and advanced power systems;
- III. Environmental technologies related to electric power production, transmission and distribution;
- IV. Renewable energy technologies;
- V. Energy information, planning and regulations;
- VI. Basic energy research; and
- VII. Such other areas within the scope of this Implementing Arrangement as may be agreed by the Parties in writing.

ARTICLE III FORMS OF COOPERATION

Cooperation under this Implementing Arrangement may include but is not limited to:

- I. Exchanges of information and data on scientific and technical activities, developments, practices, methods and results;
- II. Exchange of scientists, engineers and other specialists for agreed periods of time for participation in experiments, analysis, design and other research and development activities at research centers, laboratories, engineering offices and other facilities and enterprises of the Parties or their contractors;
- III. Short-term visits by staff or assignments of staff to facilities of the Parties or their contractors;
- IV. Organization of, and participation in, seminars, workshops and other meetings;
- V. Exchange of and provision of samples, materials, instruments and components for experiments, testing, and evaluation;
- VI. Execution of joint studies, projects or experiments, including joint design, construction and operational activities; and
- VII. Other forms of cooperation as mutually agreed by the Parties in writing.

**ARTICLE IV
MANAGEMENT**

- I. DOE **and** MEE shall each name one Coordinator to supervise activities under this Implementing Arrangement. The Coordinators shall approve and monitor all activities carried out under this Implementing Arrangement and shall assess opportunities for expanding cooperation.
- II. The Coordinators may establish subcommittees to facilitate the implementation of projects initiated under this Implementing Arrangement.
- III. The Coordinators shall meet periodically, alternately in the United States and Egypt, to evaluate all aspects of cooperation carried out under this Implementing Arrangement.

**ARTICLE V
ADDITIONAL ORGANIZATIONS**

The Parties may invite additional public and private organizations in their respective countries to participate at their own expense, and subject to such terms and conditions as the Parties may specify, in cooperative activities under this Implementing Arrangement.

**ARTICLE VI
PROJECT ANNEXES**

The Parties shall conclude an Annex for each cooperative activity described in Article II. Each such Annex shall form an integral part of this Implementing Arrangement and shall include, as appropriate, detailed provisions for carrying out the specific form of cooperative activity and shall cover such matters as technical scope, management, assignment of staff and exchange of equipment, total costs, cost-sharing, and schedule.

**ARTICLE VII
AVAILABLE INFORMATION**

- I. The Parties shall exchange information necessary to carry out this Implementing Arrangement. All information arising under this Implementing Arrangement will be promptly exchanged between the Coordinators.
- II. Information transmitted by one Party to the other Party under this Implementing Arrangement 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 VIII
INTELLECTUAL PROPERTY;
BUSINESS-CONFIDENTIAL INFORMATION

The protection and allocation of intellectual property and the treatment of business-confidential information created or furnished in the course of cooperative activities under this Implementing Arrangement shall be governed by the provisions of Article VI and Annex A of the Umbrella Agreement.

ARTICLE IX
GENERAL PROVISIONS

- I. Unless otherwise agreed in writing, costs resulting from activities under this Implementing Arrangement shall be the responsibility of the Party that incurs them.
- II. Each Party shall conduct the activities provided for in this Implementing Arrangement and its Annexes subject to its applicable laws and regulations and the availability of appropriated funds and personnel.
- III. Each Party shall use its best efforts to obtain all permits and licenses required by law to carry out this Implementing Arrangement.
- IV. Any dispute concerning the interpretation of this Implementing Arrangement shall be settled by mutual agreement of the Parties.

ARTICLE X
FINAL PROVISIONS

- I. This Implementing Arrangement shall enter into force upon signature by each of the Parties and shall remain in force for five (5) years or so long as the Umbrella Agreement remains in force, whichever period is shorter. Unless one of the Parties notifies the other Party in writing of its intention to terminate this Implementing Arrangement at least six months before its expiration, this Implementing Arrangement shall be automatically extended for an additional 5-year period as long as the Umbrella Agreement remains in force, whichever period is shorter.

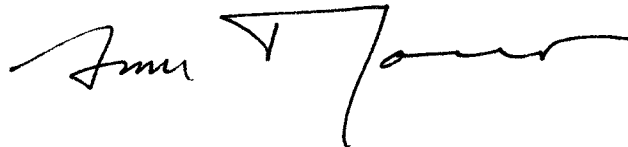
- II. The termination or expiration of this Implementing Arrangement shall not affect the completion of any project or program initiated under this Arrangement and not fully executed at the time of the termination or expiration of this Arrangement.
- III. This Implementing Arrangement may be amended by written agreement of the Parties.
- IV. Either Party may terminate this Implementing Arrangement at any time upon six-months advance written notification to the other Party. Such termination shall be without prejudice to the rights that may have accrued to either Party under this Implementing Arrangement up to the date of termination.

DONE at *Washington*, this *first* day of *July*, 1999.

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

A handwritten signature in cursive script, appearing to read "Bill Richards".

FOR THE MINISTRY OF ELECTRICITY
AND ENERGY OF THE ARAB REPUBLIC
OF EGYPT:

A handwritten signature in cursive script, appearing to read "Amr Tamer".