

**ARRANGEMENT BETWEEN
THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF PETROLEUM AND NATURAL GAS
OF THE REPUBLIC OF INDIA
FOR THE EXCHANGE OF INFORMATION RELATING TO
THE HYDROCARBON SECTOR**

The Department of Energy of the United States of America and the Ministry of Petroleum and Natural Gas of the Republic of India (hereinafter referred to as the "Participants");

Recognizing their mutual interest in consulting and exchanging readily available hydrocarbon sector statistics and other hydrocarbon sector market information;

Desiring to improve information technology processes in the hydrocarbon sector;
and

Seeking broader dissemination of available hydrocarbon sector information;

State their understanding as follows:

ARTICLE 1

OBJECTIVE AND IMPLEMENTATION

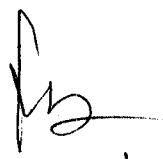
The overall objective of cooperation under this Arrangement is to establish for the mutual benefit of the Participants a reasonably balanced exchange of hydrocarbon sector information to complement existing hydrocarbon sector statistics and other hydrocarbon sector market information. For the Department of Energy of the United States of America and the Ministry of Petroleum and Natural Gas of the Republic of India, cooperative activities under this Arrangement are to be conducted by the Energy Information Administration and the Petroleum Planning & Analysis Cell, respectively.

ARTICLE 2

AREAS OF COOPERATION

Cooperation under this Arrangement may include the following:

1. Exchange of annual hydrocarbon sector market statistics, including those relating to production, imports, exports, stocks, bunkers, transformation, and demand;

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2. Exchange of other related data and information concerning fuel characteristics, refining capacity, reserves, and other hydrocarbon sector information;
3. Exchange of information concerning statistics methods, analytic techniques, and system documentation;
4. Exchange of information about electronic information dissemination; and
5. Other areas as mutually determined by the Participants in writing.

ARTICLE 3

FORMS OF COOPERATION

The forms of cooperation undertaken by the Participants in the areas specified in Article 2 may include the following:

1. Assignment of personnel for agreed periods of time in order to participate in activities conducted in research centers, laboratories, universities, and other facilities and enterprises of each Participant or of associated organizations;
2. Organization of workshops and meetings; and
3. Other forms of cooperation as the Participants mutually determine in writing.

The Participants understand that cooperation under this Arrangement is not to include any research and development activities.

ARTICLE 4

MANAGEMENT

1. The Participants intend to establish a Working Group, consisting of an equal number of representatives of each Participant. Each Participant is to designate a Co-Chair for the Working Group to coordinate plans for the overall management of cooperative activities under this Arrangement. The Co-Chairs are to meet as needed, alternately in the United States and in India unless otherwise decided, to evaluate the status of cooperation under this Arrangement. This evaluation is to include a review of achievements, problems, and effectiveness of activities under this Arrangement. The Co-Chairs are to consider and approve future program opportunities with a view to maximizing the mutual benefits of cooperation.
2. Each Co-Chair is to designate a technical advisor to serve as the point-of-contact for the supervision of activities under the Arrangement.

3. Each Co-Chair may appoint technical coordinators to manage specific cooperative tasks initiated under this Arrangement and to establish and maintain working contacts at the staff level.
4. Meetings of the Working Group or selected members from the Working Group are to be held as decided by the Co-Chairs.
5. The agendas for all meetings are to be determined by the Co-Chairs. Minutes are to be signed immediately after each meeting.
6. Working Group members are responsible for their own travel and lodging expenses. It is expected that the Participant hosting a meeting of the Co-Chairs is to pay the costs for arrangements associated with the meeting.

ARTICLE 5

ASSIGNMENT OF PERSONNEL

The Participants intend the following provisions to apply to assignment of staff:

1. Each Participant is to ensure that qualified staff is selected for assignment to the other Participant. Each assignment of staff is to be the subject of a separate written agreement between the Participants.
2. Each Participant is to be responsible for the salaries, insurance, and allowances of its personnel. The assigning Participant is to pay for the travel and living expenses of its personnel while on assignment to the receiving Participant unless the Participants agree otherwise in writing.
3. The receiving Participant is to arrange for adequate accommodations for the assigned personnel and their families on a mutually agreeable, reciprocal basis.
4. The receiving Participant is to provide appropriate assistance to the assigned personnel and their families as regards administrative and travel formalities, such as assistance in making travel arrangements.
5. The assigning Participant is to ensure that its assigned personnel conform to rules of work and safety regulations in force at the establishment of the receiving Participant, or as set forth in the personnel assignment agreement.

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ARTICLE 6

AVAILABLE INFORMATION

The Participants intend that information transmitted by a Participant to the other Participant under this Arrangement is to be accurate to the best knowledge and belief of the transmitting Participant.

ARTICLE 7

GENERAL PROVISIONS

The Participants understand that:

1. Each Participant is to conduct its activities provided for under this Arrangement subject to its applicable laws and regulations, and subject to the availability of personnel and appropriated funds.
2. The Participants understand that no proprietary, classified, or restricted information is to be exchanged as a result of the activities under this Arrangement.
3. The Participants understand that, unless otherwise agreed in writing, all costs resulting from activities under this Arrangement are the responsibility of the Participant that incurs them.
4. The Participants understand that this Arrangement is not intended to create legally binding obligations.

ARTICLE 8

FINAL PROVISIONS

1. Cooperation under this Arrangement may commence upon signature, and continue for five years. The Participants through mutual consultation may alter the terms of this Arrangement in writing at any time.
2. If either Participant wishes to terminate its activities under this Arrangement, it is to give six (6) months advance written notification to the other Participant.

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For the United States of America:
David K. Garman, Under Secretary,
U.S. Department of Energy



For the Republic of India:
M.S. Srinivasan, Secretary,
Ministry of Petroleum and
Natural Gas

Date: February, 9 2006

Place: New Delhi

PRESS NOTE

A memorandum of arrangement has been signed between the Department of Energy of the United States of America and the Ministry of Petroleum and Natural Gas of the Republic of India. Under Secretary of the Department of Energy, Mr. David Garman on the US side and Secretary, Petroleum and Natural Gas Mr. M S Srinivasan on the Indian side, signed the arrangement on February 9, 2006 at New Delhi.

The overall objective of cooperation under this Arrangement is to establish for mutual benefit, a reasonably balanced exchange of hydrocarbon sector information to complement the existing hydrocarbon sector statistics and other hydrocarbon sector market information. For the Department of Energy of the United States of America and the Ministry of Petroleum and Natural Gas of the Republic of India, cooperative activities under this Arrangement are to be conducted by the Energy Information Administration and the Petroleum Planning & Analysis Cell, respectively.

Cooperation under this Arrangement includes the following:

1. Exchange of annual hydrocarbon sector market statistics, including those relating to production, imports, exports, stocks, bunkers, transformation, and demand;
2. Exchange of other related data and information concerning fuel characteristics, refining capacity, reserves, and other hydrocarbon sector information;
3. Exchange of information concerning statistical methods, analytic techniques, and system documentation;
4. Exchange of information about electronic information dissemination; and
5. Other areas as mutually agreed.

Cooperation under this Arrangement shall be valid for a period of five years from the date of signing of this Memorandum.



PRESS RELEASE

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February 9, 2006

U.S. AND INDIA SIGN AN ARRANGEMENT FOR THE EXCHANGE OF INFORMATION RELATING TO THE HYDROCARBON SECTOR

New Delhi – The United States and India today signed an “Arrangement for the Exchange of Information Relating to the Hydrocarbon Sector” to facilitate the sharing of energy data and analysis techniques between the U.S. Department of Energy’s Energy Information Administration (EIA) and the Indian Ministry of Petroleum and Natural Gas. The Arrangement was signed by Under Secretary David K. Garman of the U.S. Department of Energy and Secretary M.S. Srinivasan of India’s Ministry of Petroleum and Natural Gas (MPNG).

The agreement establishes a mechanism to exchange hydrocarbon sector information between the U.S. Department of Energy’s Energy Information Administration and the Petroleum Planning and Analysis Cell of the Ministry of Petroleum and Natural Gas. This exchange of information will complement existing hydrocarbon sector statistics and other hydrocarbon sector market information.

Information to be exchanged will include annual hydrocarbon sector market statistics relating to production, imports, exports, stocks, bunkers, transformation, and demand, and other related data and information concerning fuel characteristics, refining capacity, reserves, and other hydrocarbon sector information.

The improved exchange of information will improve understanding of energy sector issues, enhance public policy making, and strengthen the role of the private sector in developing energy resources and availability to all consumers.

While the United States is one of the world’s largest consumers and producers of energy, India contains the world’s second largest number of potential consumers. It is in the best interest of both countries to better understand the world’s energy market to develop effective energy policy.
