

**IMPLEMENTING AGREEMENT**  
**BETWEEN**  
**THE DEPARTMENT OF ENERGY OF THE**  
**UNITED STATES OF AMERICA**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA**  
**THROUGH**  
**ITS DEPARTMENT OF MINERAL AND ENERGY AFFAIRS**  
**ON COLLABORATION IN**  
**ENERGY POLICY, SCIENCE, TECHNOLOGY AND**  
**DEVELOPMENT**

The Department of Energy of the United States of America and the Government of the Republic of South Africa through its Department of Mineral and Energy Affairs, hereinafter referred to as the Parties, are jointly interested in increasing the effectiveness of their programs of energy policy, science and technology and in pursuing related collaboration between their two countries;

The Parties believe that increased international collaboration in energy policy, science and technology consultations at the early stages of science and technology activities, and initiatives such as sharing the tasks, cooperation on facilities utilization, exchange of scientific, technical, and energy market information, and sharing of costs and human resources could result in the effective and efficient accomplishment of mutually beneficial objectives;

The Parties recognize that they have a mutual interest in promoting the acceleration of energy scientific research and technological development, and the commercialization of technologies developed through such activities;

The Parties desire to establish closer relationships between scientific, technological, commercial and industrial organizations within the United States and the Republic of South Africa in such cooperation and collaboration; and

The Parties will mutually benefit from cooperation and collaboration in energy policy, science and technology.

The Parties hereby agree as follows:

ARTICLE I  
SCOPE AND OBJECTIVE

- A. This Implementing Agreement is subject to the terms and conditions of the Framework Agreement between the Government of the Republic of South Africa and the Government of the United States of America concerning cooperation in the Scientific, Technological and Environmental Fields signed at Pretoria, on December 5, 1995. **In the event of any conflict between the terms and conditions of the Framework Agreement and the terms and conditions of this Implementing Agreement, the Framework Agreement shall govern.**
- B. The objective of this Implementing Agreement is to facilitate and establish cooperative activities by the Parties in energy policy, science, technology, development and commercialization activities that are of mutual interest to the Parties. Such cooperative activities shall be carried out subject to the terms of this Implementing Agreement and the laws and regulations of the Parties, on the basis of mutual benefit to the Parties, equality, and reciprocity as determined by the availability of appropriate resources.
- C. The scope of collaboration under this Implementing Agreement may include the following fields:
  - (a) Fossil energy, including clean coal technologies;
  - (b) Energy planning, efficiency and renewable energy;
  - (c) Environmental management;
  - (d) Environment enhancing energy technologies, particularly cost-effective technologies aimed at reducing greenhouse gas emissions;
  - (e) Private power project development; and
  - (f) Such other fields as mutually agreed to in writing by the Parties.

## ARTICLE II FORMS OF COOPERATION

Cooperative activities undertaken pursuant to this Implementing Agreement may include the following:

- A. Exchange of scientists, engineers and other specialists for participation in agreed research, development, analysis, design, and experimental activities conducted in research centres, laboratories, engineering and other facilities and enterprises of each of the Parties or of contractors of each of the Parties for agreed periods;
- B. Exchange of scientific, technical, and energy market information, and results and methods of research and development in a manner agreed to by the Lead Coordinators referred to in Article III;
- C. Organization of, and participation in, seminars and other meetings on specific mutually agreed topics;
- D. Joint projects in which the Parties agree to share the work and/or costs. Each such joint project shall be the subject of a separate written arrangement attached as an Annex hereto;
- E. Task sharing in which each Party coordinates and conducts independent activities. Interim and final results will be exchanged with the objective of reducing each Party's cost of obtaining the final product;
- F. Joint technical evaluation of projects that are likely to meet the criteria for project selection under the United States Initiative on Joint Implementation;
- G. Promoting private investments in energy projects; and
- H. Such other cooperative activities as may be agreed by the Parties in writing.

## ARTICLE III MANAGEMENT

- A. To supervise collaboration under this Implementing Agreement, each Party shall designate one person to serve as a Lead Coordinator. Each Lead Coordinator shall appoint a suitable Technical Coordinator from either the public or private sector for each of the technical fields enumerated in Article I.B of this Implementing Agreement prior to initiating collaboration in a particular field.

- B. The Lead Coordinators shall normally meet and/or correspond annually to evaluate the progress of collaboration under this Implementing Agreement and to consider and act on major proposals for new collaboration. The Lead Coordinators shall prepare a written report, assessing current and projected activities in terms of mutual benefit and balance achieved in exchanges accomplished within each of the technical fields listed in Article I.B. Meetings of the Lead Coordinators shall be held alternately in the Republic of South Africa and in the United States of America.

#### ARTICLE IV PROJECT ARRANGEMENTS

If it is decided by the Lead Coordinators that a joint project shall be undertaken pursuant to this Implementing Agreement, a project arrangement shall be executed by the Parties. Public or private organizations in the United States and in South Africa may participate in aspects of the cooperative activities carried out by the Parties under the Implementing Agreement. Each such project arrangement shall include provisions for carrying out the joint project to which it applies, and shall contain provisions covering technical scope, exchange of proprietary information, project management, intellectual property, exchange and disposition of equipment, exchange of personnel, total costs, financing, and project schedule. Each such project arrangement shall be attached as an Annex to this Implementing Agreement.

#### ARTICLE V EXCHANGE OF PERSONNEL

The following provisions shall apply to exchanges of personnel under this Implementing Agreement:

- A. Each Party shall ensure the selection of personnel with the skills and competence necessary to conduct the activities planned under this Implementing Agreement. Each such exchange of personnel shall be mutually agreed to in advance by an exchange of letters between the Parties;
- B. Each Party shall be responsible for the payment of salaries, insurance, and allowances for the payment of its staff or its contractors;
- C. Each Party shall be responsible for travel and living expenses of its staff or its contractors when staying at the establishment of the host Party, unless otherwise agreed to by the Parties in writing;
- D. Each Party shall identify adequate accommodations for the other Party's staff or

its contractors (and their families) on a mutually agreeable, reciprocal basis;

- E. Each Party shall provide all necessary assistance to the staff of the other Party or its contractors as regards administrative formalities (e.g. acquiring visas) and
- F. Each Party shall ensure that the staff of each Party or its contractors shall conform to the general rules of work and safety regulations in force at the host establishment.

## ARTICLE VI INTELLECTUAL PROPERTY AND INFORMATION

- A. Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Implementing Agreement, and for the protection of information and equipment for national security reasons, are set forth in Annexure A to the Framework Agreement, which constitute integral parts of this Implementing Agreement.
- B. Each Party represents that any scientific and technical information provided to the other Party pursuant to this Implementing Agreement shall be accurate to the best of its knowledge and belief; however, neither Party warrants the suitability of the information for any particular use or application by the receiving Party or by any third party.

## ARTICLE VII FUNDING AND LEGAL PROVISIONS

Except when otherwise mutually agreed in writing, all costs resulting from collaboration under this Implementing Agreement shall be borne by the Party that incurs them. Each Party shall conduct the activities provided for in this Implementing Agreement subject to its applicable laws and regulations, and shall provide resources subject to the availability of personnel and appropriated funds.

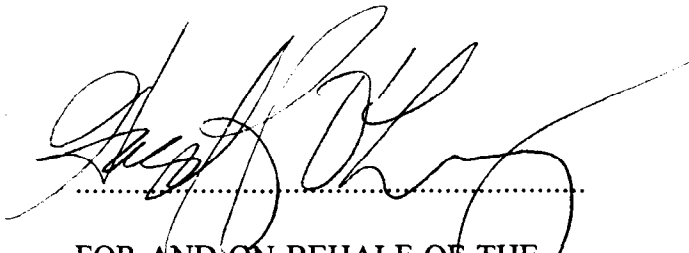
## ARTICLE VIII DISPUTES

Any dispute concerning the interpretation or application of this Implementing Agreement shall be settled by the mutual agreement of the Parties.

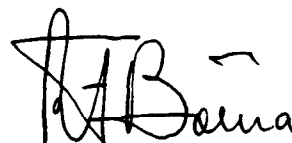
ARTICLE IX  
GENERAL PROVISIONS

- A. This Implementing Agreement shall enter into force upon signature and shall remain in force for five (5) years from the date of execution. This Implementing Agreement may be amended or extended by the mutual written consent of the Parties.
- B. This Agreement may be amended by mutual agreement between the Parties. An amendment mutually agreed to the Parties shall enter into force on the date on which each Party has notified the other through the diplomatic channel of its compliance with any legal requirements necessary for the implementation of the relevant amendment.
- C. This Agreement shall enter into force on the date on which each Party has notified the other in writing through the diplomatic channel of its compliance with any constitutional requirement necessary for the implementation of this Agreement.
- D. This Implementing Agreement may be terminated at any time by either Party upon six (6) months prior written notice to the other Party, or at any time by the mutual consent of the Parties. Joint activities not completed at the time of expiration or termination of this Implementing Agreement may be continued upon the agreement of the Parties until completion under the terms of this Implementing Agreement. Such expiration or termination shall not prejudice any rights and interests which may have accrued under this Implementing Agreement to either Party up to the date of expiration or termination.

In witness thereof the undersigned, being duly authorized by their respective Governments, have signed and sealed this Agreement in duplicate at Pretoria on this 5<sup>th</sup> day of December 1995.



FOR AND ON BEHALF OF THE  
DEPARTMENT OF ENERGY OF  
THE UNITED STATES OF  
AMERICA



FOR AND ON BEHALF OF THE  
GOVERNMENT OF THE REPUBLIC  
SOUTH AFRICA THROUGH ITS  
DEPARTMENT OF MINERAL AND  
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