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IMPLEMENTING AGREEMENT X  
BETWEEN  
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA  
AND  
THE MINISTRY OF ENERGY AND MINES OF THE REPUBLIC OF VENEZUELA  
FOR  
ON-SITE TRAINING OF PETROLEUM ENGINEERS

WHEREAS, the United States Department of Energy (DOE) and the Ministry of Energy and Mines of Venezuela (MEMV) desire to cooperate in the area of training petroleum engineers, hereinafter referred to as the parties;

WHEREAS, in furtherance of their mutual interest, DOE and MEMV entered into an Agreement signed March 6, 1980 (hereinafter referred to as the Agreement);

WHEREAS, DOE acting through the Office of the Director, Naval Petroleum and Oil Shale Reserves, is responsible for managing and operating the United States Naval Petroleum Reserve (NPR-1) (Elk Hills), at Tupman, California;

WHEREAS, DOE is performing its operating responsibility for NPR No. 1 through a contract with Williams Brothers Engineering Company (WBEC) (DOE's Contractor);

WHEREAS, MEMV, acting through the entity LAGOVEN, desires to obtain operational training and experience for Venezuelan petroleum engineers; and

WHEREAS, DOE and its Contractor can effectively utilize the services of qualified petroleum engineers;

IT IS AGREED AS FOLLOWS:

#### ARTICLE 1

In accordance with Article V of the Agreement the Venezuelan representative of the Steering Committee has designated LAGOVEN, S.A. to act on behalf of MEMV under this Implementing Agreement. The Assistant Secretary for Fossil Energy or his designee shall be primarily responsible for programmatic aspects of this Implementing Agreement for DOE. Each Party shall designate one Project Manager for this Implementing Agreement.

#### ARTICLE 2

The Parties shall cooperate in the training of petroleum engineers by performing the tasks set forth below.

##### TASKS

LAGOVEN shall, within 30 days of the signing of this Implementing Agreement, assign up to three petroleum engineers to work at NPR No. 1 under the direction and supervision of DOE's Contractor in accordance with Article 6 of the Annex to the Agreement.

LAGOVEN will pay costs associated with the assignment and training of the engineers under this Implementing Agreement including, but not limited to, travel, lodging, and food.

DOE will arrange for its contractor to make reasonable efforts in assisting the engineers in finding suitable living quarters, to assign the engineers to meaningful work, to send them to seminars

and other appropriate training, and to arrange for visits to oil fields and petroleum processing facilities in the Southern California area.

The Parties agree that the work experience shall be full and adequate consideration for the services performed by the engineers and neither DOE nor its Contractor shall be responsible for paying salaries, insurance, or other remuneration under this Implementing Agreement. Further, the Ministry of Energy and Mines of the Republic of Venezuela and LAGOVEN agree to hold harmless the DOE Contractor and the DOE for any accident, injury or death sustained by any individual assigned under this Agreement. The individuals selected will be instructed by LAGOVEN that they are to follow reasonable orders, follow promulgated procedures, and the code of conduct of the Contractor and to perform work assigned to them all in the same manner as though they were employees of the Contractor. Further, the DOE Contractor will not be held liable for individual actions when and if inconsistent with the directions given.

#### ARTICLE 3

The Parties shall support the widest possible dissemination of information arising from this Implementing Agreement in accordance with Article 2 of the Annex to the Agreement.

#### ARTICLE 4

Rights to any invention or discovery made or conceived in the course of or under this Implementing Agreement shall be distributed

as provided in paragraph 1 of Article VI of the Agreement. As to third countries, rights to such inventions shall be decided by the Joint Steering Committee.

Each Party shall take all necessary steps to provide the cooperation from its inventors required to carry out this Article. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

#### ARTICLE 5

The existing terms and conditions of the Agreement signed by the DOE and MEMV shall continue and remain in full force and effect notwithstanding the terms of this Implementing Agreement. Articles 3, 4, 5, 6, 7, 8, and 9 of the Annex to the Agreement are hereby incorporated by reference.

#### ARTICLE 6

This Implementing Agreement shall enter into force upon signature and shall remain in force for a period of 1 year. It may be amended or extended by mutual written consent of the Parties in accordance with Article V of the Agreement.

#### ARTICLE 7

This Implementing Agreement may be terminated at any time at the discretion of either Party, upon one (1) month advance notification in writing to the other Party by the Party seeking

to terminate the Implementing Agreement. Such termination shall be without prejudice to the rights which may have accrued under this Implementing Agreement to either Party up to the date of such termination. Done at \_\_\_\_\_ in English and Spanish languages, each text being equally authentic, this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

# THE JOINT STEERING COMMITTEE

On behalf of DOE

*Paul A. Petzick*  
for Keith N. Frye

Member

*George Horvath*

Member

*Wm. E. Smith, Jr.*

Director, Naval Petroleum  
and Oil Shale Reserves

On behalf of MEMV

*James H. L. Conway*

Member

*James H. L. Conway*  
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*James H. L. Conway*

Member