

IMPLEMENTING AGREEMENT XIV  
BETWEEN  
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA  
AND  
THE MINISTRY OF ENERGY AND MINES OF THE REPUBLIC OF VENEZUELA  
FOR  
THE EXCHANGE OF ENERGY-RELATED PERSONNEL

WHEREAS, the United States Department of Energy ("DOE") and the Ministry of Energy and Mines of Venezuela ("MEMV") (sometimes collectively referred to as the "Parties"), desire to cooperate for their mutual benefit in the exchange of personnel working in various areas of their respective energy industries;

WHEREAS, in furtherance of their mutual interests, DOE and MEMV entered into an Agreement in the field of Energy Research and Development signed March 6, 1980 (hereinafter referred to as the "Agreement"), which Agreement has been extended until March 6, 1993 pursuant to action taken by representatives of DOE and MEMV on March 4, 1988;

WHEREAS, MEMV, in accordance with the purposes set forth in Article III of the Agreement and acting through the entity Petroleos de Venezuela, S.A. and its subsidiaries and affiliates (hereinafter collectively referred to as "PDVSA"), desires to assign, from time to time and on a temporary basis, to DOE and private facilities (including PDVSA facilities) in the United States personnel working in various areas (technical and non-technical) of Venezuela's energy industry to obtain training and experience, participate in research, share information, know-how and methods of operation, and demonstrate specialized skills and knowledge;

WHEREAS, The DOE Office of International Affairs and Energy Emergencies is responsible for facilitating, and wishes through its good offices to facilitate, the movement of such personnel to the United States for such activities;

WHEREAS, DOE [acting both for itself and on behalf of private entities engaged in the U.S. energy industry] may desire to assign, from time to time and on a temporary basis, to [MEMV, including PDVSA, and other U.S. facilities in Venezuela] personnel working in various areas (technical and non-technical) of the United States' energy industry to obtain training and experience, participate in research, share information, know-how and methods of operation, and demonstrate specialized skills and knowledge; and

WHEREAS, MEMV [acting through PDVSA] is responsible for facilitating, and wishes through its good offices to facilitate, the movement of such personnel to Venezuela for such activities;

IT IS AGREED AS FOLLOWS:

#### ARTICLE 1

In accordance with Article V of the Agreement, the MEMV representative of the Steering Committee has designated PDVSA to act on behalf of MEMV under this Implementing Agreement. The DOE Office of International Affairs and Energy Emergencies shall be primarily responsible for programmatic aspects of this Implementing Agreement for DOE. [DOE and MEMV shall each designate one Project Manager for this Implementing Agreement.]

#### ARTICLE 2

DOE and MEMV shall cooperate to their mutual benefit in using their good offices and taking all reasonable steps to facilitate the exchange of energy-related personnel between Venezuela and the United States by performing the tasks set forth below.

#### TASKS

MEMV (or PDVSA) will pay all costs associated with the assignment of energy-related personnel to the United States under this Implementing Agreement and DOE (or the sponsoring entity acting through DOE) will pay all costs associated with the assignment of energy-related personnel to Venezuela under this Implementing Agreement, including, but not limited to, salaries, insurance, other remuneration, travel, lodging, and food.

Each host Party will, if requested, make reasonable efforts to assist personnel visiting pursuant to this Implementing Agreement (hereinafter referred to as "Participants") to: (1) arrange visits to energy facilities in the country of the host Party (including private facilities in the United States), (2) arrange and facilitate meetings with energy personnel in the country of the host Party in furtherance of the Participants' assignments, and (3) to provide opportunities for the Participants to obtain training and experience, participate in research, share information, know-how and methods of operation, and demonstrate specialized skills and knowledge. Each host Party will take all reasonable steps to obtain for each Participant all required clearances, if any, in connection with the activities pursued under his assignment.

Further, each Party agrees to hold harmless the other Party for any accident, injury or death sustained by any Participant under this Implementing Agreement.

### ARTICLE 3

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 4

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 Energy R&D Agreement.

### ARTICLE 5

The existing terms and conditions of the Agreement signed by DOE and MEMV shall continue and remain in full force and effect notwithstanding the terms of this Implementing Agreement.

### ARTICLE 6

This Implementing Agreement shall enter into force upon signature and shall remain in force for five years. 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 three (3) months 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 on Caracas this 16<sup>th</sup> day of  
February, 1989.

THE JOINT STEERING COMMITTEE

On behalf of DOE

Martin J. Singer  
Member

George H. Heston  
Member

for Tom Wilson  
Thomas Wilson  
Member

On behalf of MEMV

William J. Heston  
Member

Robert Heston  
Member

James Heston  
Member