

IMPLEMENTING AGREEMENT VII
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF ENERGY AND MINES OF THE REPUBLIC OF VENEZUELA
IN THE AREA OF
PETROLEUM PRODUCTS UTILIZATION AND EVALUATION

WHEREAS, the United States Department of Energy (DOE) and the Ministry of Energy and Mines of Venezuela (MEMV) entered into an Agreement in the Field of Energy Research and Development on March 6, 1980 (Agreement);

WHEREAS, a need exists to exchange technical information between DOE and MEMV concerning Petroleum Products Utilization and Evaluation in the areas of fuel and lubricants;

WHEREAS, DOE and MEMV desire to enter into an Implementing Agreement for cooperation in the area of Petroleum Products Utilization and Evaluation;

IT IS AGREED AS FOLLOWS:

ARTICLE 1

In accordance with Article V of the Agreement the Venezuelan representative of the Steering Committee has designated INTEVEP, S.A. to act on behalf of MEMV under this Implementing Agreement. INTEVEP and DOE shall be hereinafter referred to as the Parties to 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 by the exchange of information and personnel as described in the following tasks:

TASKS

TASK 1 - The Project Managers, having conducted an initial meeting in June 1981, agree that up to three individuals from DOE/BETC (Bartlesville Energy Technology Center) shall, within one hundred eighty days of the signing of this Implementing Agreement, visit Venezuela. The individuals shall be selected by the DOE Project Manager and shall be expert in the areas of petroleum fuels laboratory testing procedures, data acquisition, chemical and chromatographic analytical procedures, adaptive engineering and combustion system assessments. The purpose of the visit shall be to review and evaluate training programs, test equipment, test procedures and general planning for the INTEVEP test facility presently under construction by INTEVEP's Department of Petroleum Products and Evaluation. The timing and length of such visits shall be as agreed upon by the Project Managers. All costs other than transportation expenses associated with this Task shall be paid by INTEVEP.

TASK 2 - DOE agrees to receive from INTEVEP up to three (3) engineers selected by INTEVEP provided that only one (1) engineer shall be on attachment to DOE facilities during any six-month period according to the terms of a separate attachment agreement as provided in Article 6 of the Annex to the Agreement. DOE shall provide each individual with information and state-of-the-art training in petroleum fuels evaluation. All expenses associated with the attachment of each individual to the DOE facilities shall be paid by INTEVEP. The timing of each attachment shall be set by the Project Managers but shall be set so that it is completed prior to September 30, 1982.

TASK 3 - The Parties agree that an interim progress evaluation meeting shall be held at BETC during April, 1982. At that meeting the Parties shall discuss the evaluation undertaken under Task 1, the training agreed upon for Task 2 and the status of the cooperation under this Agreement. A report, to include any proposals for modification of this Agreement that the Project Managers agree are appropriate, shall be jointly prepared and submitted to the next meeting of the Joint Steering Committee.

TASK 4 - Prior to the expiration of this Agreement the Project Managers shall prepare a final report on the tasks herein agreed to be performed. Costs associated with the preparation of the report shall be shared equally.

ARTICLE 3

The Parties shall support the widest possible dissemination of information under this Implementing Agreement in accordance with Article 2 of the Annex to the Agreement. If a party has access to proprietary information as defined in Article 2 of the Annex to the Agreement which would be useful to the activities under this Implementing Agreement, such information shall be accepted for the tasks only on terms and conditions as agreed in writing by the Parties.

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 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 the later date of signature and shall remain in force until September 30, 1983. 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 six (6) 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 at Washington and Caracas in the English and Spanish languages, each text equally authentic.

THE JOINT STEERING COMMITTEE

On behalf of DOE

J. W. Miller
Member

Richard J. Manning
Member

Member

February 1, 1982
Date

On Behalf of MEMV

[Signature]
Member

[Signature]
Member

[Signature]
Member

February 5, 1982
Date