

IMPLEMENTING AGREEMENT VIII  
BETWEEN  
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA  
AND  
THE MINISTRY OF ENERGY AND MINES OF THE REPUBLIC OF VENEZUELA  
TO COOPERATE IN  
COAL PREPARATION, COMBUSTION AND RELATED ANALYTICAL TECHNOLOGY  
AT  
UNIVERSITIES, GOVERNMENT ENERGY TECHNOLOGY CENTERS,  
AND NATIONAL LABORATORIES

WHEREAS, the United States Department of Energy (hereinafter referred to as DOE) and the Ministry of Energy and Mines of Venezuela (hereinafter referred to as MEMV) are interested in cooperating in the field of energy research and development;

WHEREAS, in furtherance of their mutual interest DOE and MEMV entered into the Agreement in the field of Energy Research and development signed March 6, 1980 (hereinafter referred to as the Energy R&D Agreement); and

WHEREAS, DOE and MEMV have an interest in cooperating in the areas of coal preparation, combustion and related analytical technology;

IT IS AGREED AS FOLLOWS:

ARTICLE 1

In accordance with Article V of the Energy R&D Agreement, the Venezuelan representative of the Steering Committee has designated El Centro de Investigaciones Carboníferas y Siderúrgicas "CICASI" 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. CICASI and DOE shall be hereinafter referred to as the Parties to this Implementing Agreement. Each Party shall designate one Project Manager for this Implementing Agreement.

## ARTICLE 2

The Parties shall cooperate by exchanging information and personnel between universities, government energy technology centers, and national laboratories.

Specifically, the Parties shall exchange information and assign personnel in accordance with the following Tasks:

### Task 1. Information Exchange

The DOE Project Manager shall send to the CICASI Project Manager selected technical reports received by DOE from its energy technology centers, universities and national laboratories in the areas of coal preparation, combustion and

## Task 2. Personnel Visits

The DOE Project Manager shall invite visitors from CICASI, and Venezuelan university personnel designated by CICASI, to participate as observers in DOE program reviews of university coal preparation, combustion and related analytical technology research sponsored by DOE.

The CICASI Project Manager shall invite visitors from DOE and its laboratories, and U.S. university personnel working on DOE coal research projects, to participate in university meetings and seminars reviewing work sponsored by CICASI.

Participation in meetings referred to in this Task may include discussions, critiques, and submission of written material to the review group. Attendance shall be by invitation only and limited to no more than three individuals per review session unless approved by the inviting Party.

## Task 3. Personnel Assignments

CICASI may send up to ten CICASI scientists (unless otherwise agreed by the Parties) to DOE national laboratories and government energy technology centers to perform research activities in coal preparation, combustion and related analytical technology, in accordance with Article 6 of the Annex to the Energy R&D Agreement. Any such personnel assignment may continue for a period up to 6 months.

#### Task 4. Training of Personnel

Individuals from DOE national laboratories and government energy technology centers may train CICASI scientists in Venezuela to set up laboratory instruments. Such training may continue for a period up to 6 months.

#### Task 5. Research Plan

Prior to the expiration of this Implementing Agreement, each Party shall prepare and submit to the other Party a research plan for possible future joint activities. These plans shall include, but not be limited to, an identification of research activities that are most appropriate for future coal research cooperation under an additional Implementing Agreement or Agreements.

#### Task 6. Report

At the conclusion of Tasks 1 through 5, but before the expiration of this Implementing Agreement, the Parties shall jointly prepare a brief report describing the activities undertaken and detailing the results achieved. The report shall be available to each Party to use as it deems necessary and proper.

ARTICLE 3

All costs resulting from cooperation under this Implementing Agreement shall be borne by the Party that incurs them except that CICASI shall bear all costs associated with the salary, housing, transportation and other travel expenses incurred by DOE or DOE contractor employees during the time that they remain in Venezuela for the purpose of training CICASI scientists. DOE shall bear all costs incurred by DOE or DOE contractor employees for transportation between the United States and Venezuela. It is understood that the ability of the Parties to carry out their obligations is subject to the availability of appropriated funds.

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

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 Energy R&D 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 6

The existing terms and conditions of the Energy R&D Agreement shall continue and remain in full force and effect notwithstanding the terms of this Implementing Agreement. Article 3, 4, 5, 6, 7, 8 and 9 of the Annex to the Energy R&D Agreement are hereby incorporated by reference.

ARTICLE 7

This Implementing Agreement shall enter into force upon the later date of signature and shall remain in force for a period of two years. It may be amended or extended by mutual written consent of the Parties in accordance with Article V of the Energy R&D Agreement.

ARTICLE 8

This Implementing Agreement may be terminated at any time at the discretion of either Party, upon six 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

*John W. Mass*  
Member

*Edward J. ...*  
Member

\_\_\_\_\_  
Member

February 1, 1982  
Date

On behalf of MEMV

*[Signature]*  
Member

*[Signature]*  
Member

*[Signature]*  
Member

February 5, 1982  
Date