

IMPLEMENTING AGREEMENT NO. XI
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
ENERGY CONSERVATION

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) desire to cooperate in the field of energy research and development;

WHEREAS, in the 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);

WHEREAS, DOE and MEMV (hereinafter referred to as the "Parties") have a mutual interest in technology exchange in the field of energy conservation.

The Parties agree to enter into this Implementing Agreement in accordance with Article V of the Energy R&D Agreement as follows:

ARTICLE 1
MANAGEMENT

The Assistant Secretary for Conservation and Renewable Energy shall be responsible for the programmatic aspects of this Implementing Agreement for DOE. Each Party shall designate one Project Manager for this Implementing Agreement; these Project Managers shall provide technical management and coordination of the tasks described in this Implementing Agreement.

ARTICLE 2

The Parties shall cooperate in the area of energy conservation. This cooperation shall include the following tasks:

DOE Responsibilities:

1. DOE shall provide to MEMV a methodology for the analysis of energy use and conservation in each major economic sector, including specification of data needs.
2. DOE shall formulate indicators of energy use efficiency, measured with technical and economic parameters, taking into account social and environmental effects.
3. DOE shall assist MEMV in the planning of energy conservation surveys in Venezuela, based on surveys used in the United States and in other Latin American countries. The actual surveys will be carried out by MEMV staff.
4. DOE shall develop for MEMV estimates of energy conservation potential in each economic sector with emphasis on building and home energy uses.
5. DOE shall develop estimates of the economic impacts of saving measures.
6. DOE shall provide to MEMV a comparison of end-uses and conservation achievements in Venezuela with those in the United States or other Latin American countries specified by MEMV.

MEMV Responsibilities:

1. MEMV shall apply the energy use and conservation methodology to various economic sectors in Venezuela.

2. MEMV shall carry out energy conservation surveys in Venezuela based on the plans developed jointly with DOE.

3. MEMV shall participate in carrying out comparisons of end uses and conservation achievements in Venezuela with those in the United States and other Latin America countries for these comparisons.

ARTICLE 3

A. DOE shall expend up to \$10,000 in U.S. dollars to the cost of carrying out Article 2 of this Implementing Agreement, subject to the availability of appropriated funds. Except for the \$10,000 expended by DOE, all costs attributable to this Implementing Agreement, including but not limited to research, reports, travel, salaries and associated expenses, shall be borne by MEMV.

B. MEMV shall provide to DOE a financial contribution in U.S. dollars to support its share of the work in accordance with procedures to be identified by DOE prior to the first deposit, prior to initiation of DOE's technical responsibilities under Article 2.

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. If a Party has access to proprietary information as defined in Article 2 of the Annex to the Energy R&D 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 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. Articles 3, 4, 5, 6, 7, and 8 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 (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 in Washington, D.C., and Caracas, Venezuela.

THE JOINT STEERING COMMITTEE

On behalf of DOE

Marvin Singer
Member Marvin Singer

George Stosur
Member George Stosur

Thomas Wesson
Member Thomas Wesson

Feb 29, 1988
Date

On behalf of MEMV

Enrique Vázquez
Member Enrique Vázquez

Manuel Alayeto E.
Member Manuel Alayeto E.

Pedro Luis Díaz
Member Pedro Luis Díaz

Feb. 26, 1988
Date