

IMPLEMENTING ARRANGEMENT #1
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND THE
DEPARTMENT OF ENERGY, MINES AND RESOURCES OF CANADA
ON COLLABORATION IN JOINT PLANNING
AND EXCHANGE OF INFORMATION AND PERSONNEL
IN ENERGY RESEARCH AND DEVELOPMENT

WHEREAS:

The Department of Energy of the United States of America (DOE) and the Department of Energy, Mines and Resources of Canada (DEMR) (hereinafter referred to as the "Parties") have entered into a Memorandum of Understanding on Collaboration in Energy Research and Development (hereinafter referred to as the "MOU") to increase the effectiveness of their programs of energy research and development and in expanding collaboration between their two countries in this area;

The Parties wish to undertake activities within the framework of the collaboration established by the MOU are hereby entering into an Implementing Arrangement on Collaboration in Joint Planning and Exchange of Information and Personnel in Energy Research and Development (hereinafter referred to as the "Implementing Arrangement").

The Parties, therefore, have reached the following Arrangement:

1. OBJECTIVES

The objective of this Implementing Arrangement is to implement collaboration between the Parties in research and development activities pertaining to energy technologies.

2. SCOPE AND FORMS OF COLLABORATION

The Parties may cooperate in the fields and forms described in Article 2 and paragraphs 1, 2, 3, 4 and 5 of Article 3 of the MOU, which are hereby incorporated by reference.

3. EXCHANGE OF PERSONNEL

- A. Whenever a personnel exchange is contemplated under this Implementing Arrangement, each Party shall ensure that qualified staff is selected for assignment to the other Party or its contractors.
- B. Each such assignment shall be the subject of a separate exchange agreement between the Parties.
- C. Each Party shall be responsible for the salaries, insurance, and allowances to be paid its staff.
- D. Each Party shall pay for the travel and living expenses of its staff while on assignment to the host Party, unless otherwise agreed in writing.
- E. The host establishment shall do its best to arrange for comparable accommodations for the attached staff and their families on a mutually agreeable, reciprocal basis.
- F. Each Party shall provide all necessary assistance to the assigned staff (and their families) as regards administrative formalities, such as travel arrangements and immigration services.
- G. The attached staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in a separate personnel exchange agreement.

4. EXCHANGE OF INFORMATION

A. General

The Parties support the widest possible dissemination of information provided or exchanged under this Implementing Arrangement in accordance with paragraphs 1, 2, 3, 4, and 5 of Article 3 of the MOU, subject to the need to protect proprietary information exchanged hereunder, and to the provisions of Paragraph 5 of this Implementing Arrangement. Each Party shall have the right to use, disclose, publish, or disseminate such information for any and all purposes whatsoever, subject to sub-paragraph B below and Paragraph 5.

B. Use of Proprietary Information

- 1. Definitions as used in this Implementing Arrangement:

- i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this Implementing Arrangement.
- ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:
 - a) has been held in confidence by its owner;
 - b) is of a type which is customarily held in confidence by its owner;
 - c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and
 - d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

2. Procedures

- i) A Party receiving proprietary information pursuant to this Implementing Arrangement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Implementing Arrangement dated _____ between the United States Department of Energy and the Department of Energy, Mines and Resources of Canada and shall not be disseminated outside these organizations, their contractors, and the concerned departments and agencies of the Governments of the United States and Canada without prior approval of _____."

This notice shall be marked on any reproduction, hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

- ii) Proprietary information received in confidence under this Implementing Arrangement may be disseminated by the receiving Party to:

- a) persons within or employed by the receiving Party, and other concerned Government departments and Government agencies in the country of the receiving Party; and
- b) prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's nation, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information;

provided, that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in sub-paragraph B.2.(i) above.

- iii) With the prior written consent of the Party providing proprietary information under this Implementing Arrangement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing sub-paragraph (ii). The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party shall grant such approval to the extent permitted by its national policies, regulations and laws.
- 3. Each Party shall exercise its best efforts to ensure that proprietary information received by it under this Implementing Arrangement shall be controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Paragraph, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.
 - 4. Information arising from seminars and other meetings arranged under this Implementing Arrangement and information arising from the attachments of staff shall be treated by the Parties according to the principles specified in this Paragraph; provided, however, no proprietary information orally communicated shall be subject to the limited disclosure requirements of this Implementing Arrangement unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated and forthwith confirms the notice in writing.

5. Nothing contained in this Implementing Arrangement shall preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Implementing Arrangement.

C. Transmission of Information

Information transmitted by one Party to the other Party under this Implementing Arrangement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third Party.

5. PATENTS

- A. With respect to any invention or discovery made or conceived in the course of or under this Implementing Arrangement:

1. If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (the Recipient Party) or its contractors in connection with exchanges of scientists, engineers and other specialists under this Implementing Arrangement in accordance with paragraph 3 of Article 3 of the MOU:

- i) The Recipient Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, its Government, and its nationals designated by it, in and to any such invention or discovery and any patent application, patent, or other protection relating thereto.
- ii) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the Recipient Party, its Government, and its nationals designated by it in and to any such invention or discovery and any patent application, patent, or other protection relating thereto.

2. If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Implementing Arrangement in accordance with paragraphs 1, 2, 4, and 5 of Article 3 of the MOU by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries, subject to a grant to the other Party, its Government, and its nationals designated by it, of a non-exclusive, irrevocable, royalty-free license in all countries in and to any such invention or discovery and any patent application, patent, or other protection relating thereto.
- B. Each Party shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the cooperation from its inventors and authors required to carry out the provisions of Paragraphs 5 and 6. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

6. COPYRIGHTS

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of sub-paragraph 4.B. owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce copyrighted material.

7. GENERAL PROVISIONS

Articles 5, 7, and 8 of the MOU are hereby incorporated by reference.

8. FUTURE IMPLEMENTING ARRANGEMENT PROVISIONS

The Parties recognize that Paragraphs 3, 4, 5 and 6 of this Implementing Arrangement are guidelines for future Implementing Arrangement provisions which may not be appropriate to the requirements of future Implementing Arrangements. In such cases, the Parties may adapt these provisions or agree on different terms.

9. EFFECTIVE DATE: TERMINATION

- A. This Implementing Arrangement becomes effective upon signature by representatives of both Parties and remain in force for ten (10) years. This Implementing Arrangement may be amended or extended by mutually written agreement.

This Implementing Arrangement may be terminated at any time by either Party upon six (6) months written notice to the other Party.

- B. This Implementing Arrangement creates legally binding obligations between the Parties.

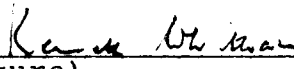
Done in duplicate at Ottawa, this 24th day of
December 1986.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF
AMERICA


(Signature)

David B. Waller
(Printed Name)
Assistant Secretary for
International Affairs and
Energy Emergencies
(Title)

FOR THE DEPARTMENT OF ENERGY,
MINES AND RESOURCES OF
CANADA


(Signature)

Kenneth Whitham
(Printed Name)
Assistant Deputy Minister
Research and Technology
(Title)