

SPECIFIC ARRANGEMENT  
BETWEEN  
THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF AMERICA  
AND  
THE PUBLIC WORKS AND SERVICES SECRETARIAT  
OF THE ARGENTINE REPUBLIC  
IN THE AREA OF ENERGY TECHNOLOGY COOPERATION

The Department of Energy of the United States of America and the Public Works and Services Secretariat of the Argentine Republic, hereinafter referred to as "the Parties";

Considering the cooperation between the two countries in science and technological development under the Agreement between the Government of the United States of America and the Government of the Argentine Republic for Scientific and Technical Cooperation which entered into force on August 11, 1972, as extended, hereinafter referred to as the "Scientific and Technical Cooperation Agreement";

Noting that the Parties have common interests and objectives in the area of environmental restoration, and the safe and effective management of hazardous wastes derived from the production, transformation, transportation and use of energy;

Having a mutual interest in exchanging information, experience and points of view regarding the development and analysis of energy information, implementation of a framework of energy regulation, energy planning, development of strategies to establish and promote market-based systems and related activities in renewable energy and energy efficiency technologies, and fossil energy technologies;

Recognizing the contribution of renewable energy and energy efficiency technologies and fossil energy technologies to increasing energy diversity, addressing environmental concerns, enhancing energy security, promoting rural electrification and sustainable development, and expanding opportunities for international trade in renewable energy and energy efficiency technologies and in fossil energy technologies between the United States and Argentina; and

Desiring to establish close and long-term cooperation in the energy area in order to pursue common interests and objectives;

HAVE AGREED AS FOLLOWS:

## ARTICLE I

### PURPOSE

- A. This Specific Arrangement is subject to and governed by the Scientific and Technical Cooperation Agreement. With the exception of Article VIII of this Specific Arrangement, in any conflict between the terms and conditions of this Specific Arrangement and the Scientific and Technical Cooperation Agreement, the Scientific and Technical Cooperation Agreement shall prevail.
- B. The purpose of this Specific Arrangement is to establish a framework for cooperation between the Parties to facilitate cooperative activities on the basis of mutual benefit, equality and reciprocity.

## ARTICLE II

### AREAS OF COOPERATION

Cooperation under this Specific Arrangement may include activities in the following areas:

- 1. Research and development in the area of environmental restoration and management of hazardous wastes derived from the production, transformation, transportation and use of energy, including hazardous waste preparation and packaging; decontamination and decommissioning; storage; characterization of geologic formations; disposal, transportation packing and risk assessment; site characterization, monitoring, modeling and remediation; waste management; environmental and public safety; and public acceptance;
- 2. Research, development and commercialization in the areas of renewable energy and energy efficiency, and fossil energy technologies;
- 3. Development and analysis of energy technology information; improvement of energy data bases; development and implementation of energy strategies and regulations; and promotion of energy trade between the United States and Argentina in the areas of renewable energy and energy efficiency, and fossil energy technologies;
- 4. Implementation, monitoring, evaluation, and documentation of dispersed off-grid renewable energy and fossil energy projects for rural electrification, grid-tied renewable energy and fossil energy projects, and sustainable development and productive use applications;

5. Development and dissemination of educational materials and training activities designated to help strengthen institutional capabilities and to reduce barriers to more widespread utilization of renewable energy, energy efficiency and fossil energy technologies;
6. Planning and implementation of selected energy needs assessments and joint projects involving the broader deployment of renewable energy, energy efficiency, and fossil energy technologies;
7. Other areas as may be agreed to by the Parties, in advance, in writing.

### ARTICLE III FORMS OF COOPERATION

The forms of cooperation under this Specific Arrangement may include the following:


1. Exchange of information and data on scientific and technical activities, developments, practices, methods and results;
2. Exchange of data, analysis, forecasts and forecast methodology on each Party's respective energy economy;
3. Exchange of scientists, engineers and other specialists and personnel for agreed periods of time in order to participate in experiments, analysis, design and other research and development activities at research centers, laboratories, engineering offices and other facilities and enterprises of each of the Parties or of contractors of each of the Parties;
4. Exchange and provision of samples, materials, instruments and components for experiments, testing, and evaluation, and facilitating the purchase of specialized equipment needed to carry out activities under this Specific Arrangement that is difficult to obtain from normal sources in a timely manner;
5. Organization of, and participation in, seminars, workshops, and other meetings;
6. Implementation of training programs for private sector and government personnel in the energy sector;
7. Joint studies or joint projects to facilitate energy planning, regulatory developments, and promotion of international trade opportunities for U.S. and Argentinean firms; and

8. Other forms of cooperation as may be agreed to in writing by the Parties.

ARTICLE IV  
PROJECT ANNEXES

The Parties shall execute a Project Annex for each joint project which they agree to jointly finance pursuant to this Specific Arrangement. Each Project Annex shall form an integral part of this Specific Arrangement and shall contain provisions covering technical scope, management, total costs, cost sharing and schedule, as appropriate.


ARTICLE V  
EXCHANGE OF PERSONNEL

- A. Whenever an exchange or assignment of personnel is contemplated under this Specific Arrangement, each Party shall ensure that qualified personnel are selected to participate.
- B. At the request of the receiving Party, the Party proposing an exchange or assignment of personnel shall provide any relevant information respecting any of the personnel selected to participate.
- C. Each Party shall be responsible for salaries, insurance and allowances to be paid to its personnel. Unless otherwise agreed to by the Parties, the sending Party shall pay for the travel and living expenses of its personnel incurred while participating in activities under this Specific Arrangement in the territory of the other Party.
- D. The receiving Party shall arrange for adequate accommodations for personnel of the other Party and their families incurred while participating in activities under this Specific Arrangement in its territory. The receiving Party shall provide all necessary assistance to the assigned personnel and their families as regards administrative formalities (for example, travel arrangements).
- E. Unless otherwise agreed in a separate personnel assignment agreement, the sending Party shall ensure that its personnel conform to the rules of work and safety regulations in force at establishments of the receiving Party or of its contractors.
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ARTICLE VI  
EXCHANGE OF EQUIPMENT

- A. Each Party may provide equipment to the other Party to be utilized in a joint activity. The sending Party shall promptly supply a detailed list of the equipment to be provided, together with the relevant specifications and appropriate technical documentation related to use, maintenance, and repair of the equipment to the receiving Party.
- B. Unless otherwise agreed to by the Parties in writing, the sending Party shall retain title to equipment and spare parts provided to the other Party, and the receiving Party shall return such property to the sending Party upon completion of the joint activity.
- C. The receiving Party shall use its best efforts to facilitate entry and exit of equipment and spare parts of the other Party into, and from, its territory.
- D. The host establishment shall provide the necessary premises for the equipment provided, and shall provide for utilities such as electric power, water and gas. The host establishment normally shall provide materials to be tested, in accordance with technical requirements mutually agreed upon by the Parties.

ARTICLE VII MANAGEMENT

- A. Each Party shall name a Principal Coordinator to supervise the implementation of this Specific Arrangement. The Principal Coordinators shall meet yearly, alternately in Argentina and in the United States, to evaluate the status of cooperation under this Specific Arrangement. Such evaluation shall include a review of the achievements and effectiveness of activities. The Principal Coordinators shall assess opportunities for expanding cooperation and approve activities with the goal of improving cooperative activities.
  - B. Each Principal Coordinator shall designate a Technical Coordinator for each area of cooperation carried out under this Specific Arrangement to manage approved activities and to establish and maintain working contacts at the staff level.
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ARTICLE VIII  
INTELLECTUAL PROPERTY RIGHTS

- A. The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Specific Arrangement and relevant Project Annexes. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Specific Arrangement and relevant Project Annexes and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Article.
- B. Scope
1. This Article is applicable to all cooperative activities undertaken pursuant to this Specific Arrangement, except as otherwise specifically agreed by the Parties or their designees.
  2. For purposes of this Specific Arrangement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.
  3. This Article addresses the allocation of rights and interests between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Article, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Article does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
  4. Should a dispute arise between the two Parties, they shall appoint a committee consisting of an equal number of representatives from each side. Any conclusions reached by the Committee shall be submitted to both the Public Works and Services Secretariat of the Argentine Republic and the Department of Energy of the United States of America who, after reviewing them, shall agree mutually on the final agreement.
  5. Termination or expiration of this Specific Arrangement shall not affect rights or obligations under this Article.
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### C. Allocation of Rights

1. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Specific Arrangement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.
2. Rights to all forms of intellectual property, other than those rights described in Paragraph C.1 , shall be allocated as follows:
  - (i) Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards, in accordance with the policies of the host institution.
  - (ii) (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. Rights and interests in third countries will be determined in Project Annexes. If research is not designated as "joint research" in the relevant Project Annexes, rights to intellectual property arising from the research will be allocated in accordance with C.2.(i). In addition, each person named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institutions.
  - (b) Notwithstanding paragraph C.2.(ii)(a) above, if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide.

### D. Business-Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Specific Arrangement, each Party and its participants shall protect such

information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

#### ARTICLE IX AVAILABLE INFORMATION

- A. Each Party shall make available to the other information in the areas of cooperation set out in Article II, either in its possession or available to it, which it has the right to disclose.
- B. Scientific and technical information transmitted by one Party to another Party under this Specific Arrangement shall be accurate to the best of the knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information for any particular use or application by the receiving Party or by any third Party.

#### ARTICLE X COSTS

Except when otherwise agreed by the Parties in writing, all costs resulting from cooperative activities carried out under this Specific Arrangement shall be the responsibility of the Party that incurs them.

#### ARTICLE XI ADDITIONAL ORGANIZATIONS

Each Party may invite other governmental agencies and institutions, public and private organizations in the countries of each of the Parties to participate in cooperative activities under this Specific Arrangement, at their own expense, and subject to such terms and conditions as the Parties may specify.

#### ARTICLE XII APPLICABLE LAW

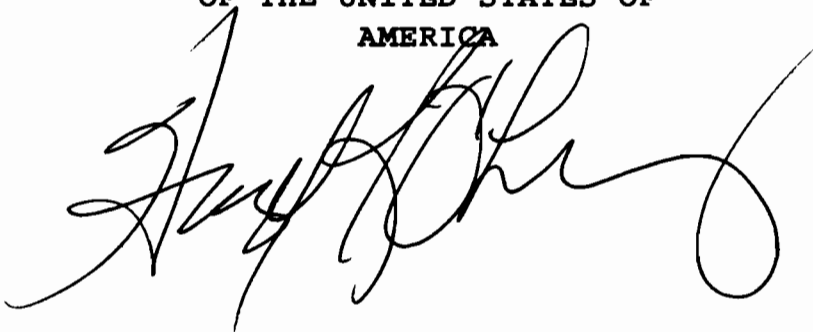
Each Party shall conduct activities under this Specific Arrangement subject to its applicable laws and regulations, and shall carry out its obligations subject to the availability of personnel and appropriated funds.

ARTICLE XIII  
FINAL PROVISIONS

- A. This Specific Arrangement shall enter into force upon signature and shall continue in force for 10 years, or for the duration of the Scientific and Technical Cooperation Agreement, whichever is shorter. The Specific Arrangement may be amended or extended by written agreement of the Parties.
- B. Upon the written agreement of the Parties, all activities initiated but not completed at the expiration of this Specific Arrangement may be continued until their completion as if this Specific Arrangement were still in effect.
- C. This Specific Arrangement may be terminated at any time at the discretion of either Party upon 6 months advance notification in writing by the Party seeking to terminate this Specific Arrangement.

Done at \_\_\_\_\_, in duplicate, this day of,  
*August 1, 1996,* in the English and Spanish languages,  
each being equally authentic.

FOR THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF  
AMERICA



FOR THE PUBLIC WORKS AND  
SERVICES SECRETARIAT OF  
ARGENTINA

