

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA**

AND

**THE MINISTRY FOR ECONOMY AND INNOVATION
OF THE PORTUGUESE REPUBLIC**

ON COOPERATION IN WAVE ENERGY TECHNOLOGIES

The Department of Energy of the United States of America and the Ministry for Economy and Innovation of the Portuguese Republic, hereinafter the “Signatories”;

Recognizing that Portugal is a leader in wave energy generation technologies;

Noting that an operational wave energy program may be a key element of the economic growth and energy security of the United States, Portugal and other countries;

Recognizing the benefit of sharing lessons learned in seeking solutions to common energy challenges;

Sharing a sense of commitment to enhancing energy security through development of cutting edge technology such as wave energy generation technology; and

Desiring to cooperate in the area of new and renewable energy technologies;

Have reached the following understanding:

1. Scope of Cooperation

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for the Signatories' cooperation on the policy, scientific and technical aspects of wave energy generation and other renewable energy technologies.

2. Areas and Forms of Cooperation

a. The Signatories intend to develop a work plan to define the scope of their proposed cooperation under this MOU. The work plan may be revised in writing as mutually determined by the Signatories.

b. The areas and forms of cooperation under this MOU include, but are not limited to:

- Wave resource assessment methodology
- Exchange of personnel for short-term visits and assignments
- Test planning and evaluation of ocean wave technology demonstration projects
- Exchange of engineering and environmental test data
- Exchange of information on wave energy device modeling.

3. Joint Working Group

The Signatories intend to establish a Joint Working Group to manage their cooperation under this MOU. The Joint Working Group should review the work plan on an annual basis, by meeting in person or through written communications. Each Signatory should identify a point of contact responsible for coordination.

4. Participating Organizations

The Signatories, through the Joint Working Group, may invite other entities, including laboratories, universities, and private sector organizations, to participate at their own expense in the cooperation under this MOU.

5. Financial and Human Resources

a. Each Signatory is responsible for the costs of its participation in all cooperative activities carried out under this MOU unless the Signatories determine otherwise in writing.

b. Each Signatory's participation in the cooperative activities under this MOU is subject to the availability of funds, resources, and personnel and is to be conducted in accordance with the laws and regulations of that Signatory's government.

6. Legal Effects

This MOU does not create any legally binding obligations between the Signatories.

7. Commencement, Revision, Discontinuation

a. Implementation of this MOU may commence on the date of signature.

b. This MOU may be revised by mutual determination of the Signatories in writing.

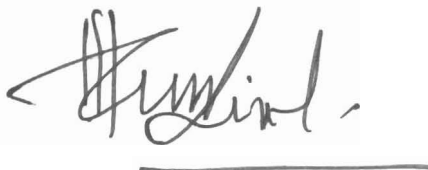
c. A Signatory should endeavor to give the other Signatory at least 6 months written notice of its intention to discontinue its cooperation under the MOU and the Signatories should continue to work together to conclude specific cooperative projects already in progress.

Signed at Lisbon the 27th day of May 2008, in duplicate in the English and Portuguese languages.

For the Department of Energy of
the United States of America:



For the Ministry of Economy and
Innovation of the Portuguese Republic:



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