

MEMORANDUM OF UNDERSTANDING  
AMONG  
THE NATIONAL BOARD FOR INDUSTRIAL AND TECHNICAL  
DEVELOPMENT OF SWEDEN,  
THE ROYAL MINISTRY OF PETROLEUM AND ENERGY OF NORWAY,  
THE MINISTRY OF TRADE AND INDUSTRY OF FINLAND,  
THE DANISH ENERGY AGENCY, AND  
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

WHEREAS the National Board for Industrial and Technical Development of Sweden, the Royal Ministry of Petroleum and Energy of Norway, the Danish Energy Agency of Denmark, and the Ministry of Trade and Industry of Finland (hereinafter referred to as the Nordic Parties), and the Department of Energy of the United States of America (DOE) (hereinafter referred to collectively as the Parties);

Recognizing the mutual interest in making more efficient use of conventional energy sources and in developing new sources of energy and desiring to accelerate the achievement of these objectives through an orderly exchange of energy-related information.

Have agreed on the following arrangements:

ARTICLE 1

OBJECTIVES AND SCOPE OF EXCHANGE

The objective of cooperation under the Memorandum of Understanding (hereinafter referred to as the "MOU") is to establish for the mutual benefit of the Parties a exchange of energy information to complement energy research and development activities in their respective countries. This exchange shall include publicly available, non-proprietary scientific and technical information on completed energy research and development projects, energy research and development projects in progress, energy-related factual and numeric data, and information science and systems research.

ARTICLE 2

INFORMATION TO BE EXCHANGED

A. Energy Literature

- (1) The Parties shall exchange information on published or issued energy literature in their respective countries. This information shall include research summaries (abstracts), subject indexing, subject classification and bibliographic description in accordance with international rules and format. The information

shall be exchanged in machine-readable form. Energy literature includes, but is not limited to, that published in books, journals, articles, conference papers and proceedings, theses, patents, and reports.

- (2) DOE shall provide the Nordic Parties with a microfiche copy (if available) or an availability notice of non-conventional energy literature published or issued in the United States. (Non-conventional literature refers to documents not published through normal commercial channels, e.g., technical reports; conference papers.)
- (3) The Nordic Parties shall provide DOE with a copy (if available) or an availability notice of all non-conventional energy literature published or issued in their countries.

**B. Reference Journals**

- (1) DOE shall provide to the Nordic Parties complete sets of published abstract journals and bibliographies prepared by DOE.
- (2) The Nordic Parties shall provide to DOE one copy of energy bibliographies prepared by the Nordic Parties and sample copies of new periodicals published in the Nordic Parties dealing with energy.

**C. Energy Research and Development Projects in Progress**

The Parties shall exchange no less frequently than annually a single copy of computer tapes containing a description of non-proprietary DOE and the Nordic Parties research, development and demonstration projects in an internationally-accepted format.

**D. Energy-Related Numeric and Factual Data**

The Parties may also exchange non-proprietary energy-related numeric and factual data. Specific cooperative ventures or exchanges shall be documented and appended to this MOU.

**E. Information Science and Systems Research**

The Parties shall cooperate in developing common formats, terminology and other tools for numeric, factual, and bibliographic data storage and exchange and shall keep one another informed as to their current activities in this area. Specific cooperative ventures shall be documented and appended to this MOU.

### ARTICLE 3

#### PRINCIPLES GOVERNING THIS EXCHANGE

The Parties shall observe the following Principles in conducting the information exchange under this MOU:

- (A) No proprietary information shall be exchanged.
- (B) Machine-readable information transmitted shall be in an internationally-accepted format.
- (C) Information exchanged by the Parties under this MOU may be utilized by entities within their respective countries, but shall not be transmitted to third Party nations without receipt of written authorization to do so by the originating Party.
- (D) In the event a Party to this MOU does give such information to a third Party nation, prompt notification shall be sent to the Party which supplied it.
- (E) With reference to the databases created from this information:
  - (1) It is understood that rights to the databases can be acquired by third Party nations only through contribution of similar information to the databases in an amount to be mutually agreed upon by the Parties to this MOU and the third Party nation.
  - (2) Each Party may retain ownership on the input contributed.
  - (3) Each Party has the exclusive right to utilize the database within their respective countries in any manner and for any purpose.
- (F) The exchange of information may be effected partly or totally within the framework of international cooperative ventures, e.g., within an implementing agreement of the International Energy Agency which, however, will not impair this bilateral agreement.

### ARTICLE 4

#### MANAGEMENT AND EXECUTION

To supervise the implementation of this MOU, DOE and the Nordic Advisory Board for Energy Information have named, respectively, the DOE Office of Scientific and Technical Information and the Director of the Nordic Collection Center as Coordinators. The Coordinators shall evaluate the program on an annual basis to consider any necessary adjustments. At their discretion, the coordinators may name correspondents to carry out day-to-day management of the cooperation.

## ARTICLE 5

### WARRANTY

Information transmitted by one Party to the other Party under this MOU 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.

## ARTICLE 6

### LEGAL AND LEGISLATIVE PROVISIONS

Cooperation under this MOU shall be in accordance with the laws and regulations of the respective countries of the Parties. All questions during its term shall be settled by the Parties by mutual agreement. The obligations of the Parties to carry out activities under this MOU are subject to the availability of appropriated funds.

## ARTICLE 7

### DURATION AND TERMINATION

- (A) This MOU shall enter into force upon signature by the Parties, with effect from September 24, 1992, and, subject to paragraph (B) of this Article, shall remain in effect for a five (5) year period. This MOU may be amended or extended by written agreement by the Parties.
- (B) A Party may terminate its participation in this MOU at its discretion upon twelve (12) months' advance notification in writing to the other Parties.

FOR THE DANISH ENERGY AGENCY  
OF DENMARK

  
(Signature)

Poul Hjorth Hansen  
(Printed Name)

Head of Department  
(Title)

11th February 1993 Copenhagen  
(Date) (Place)

FOR THE NATIONAL BOARD FOR  
INDUSTRIAL AND TECHNICAL  
DEVELOPMENT OF SWEDEN

  
(Signature)

Staffan Hakawsson  
(Printed Name)

Head of the R&D-secretariat  
(Title)

1993-07-06 Stockholm  
(Date) (Place)

FOR THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF AMERICA

  
Signature

Dolores L. Rozzi  
(Printed Name)

Director of Administration  
and Management

1/14/93 WASHINGTON, DC  
(Date) (Place)

FOR THE MINISTRY OF TRADE AND  
INDUSTRY OF FINLAND

  
(Signature)

Pekka Tuomisto  
(Printed Name)

Minister of the Trade and Industry  
(Title)

30.3.1993 Helsinki  
(Date) (Place)

FOR THE ROYAL MINISTRY OF  
PETROLEUM AND ENERGY OF NORWAY

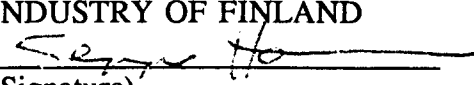
  
(Signature)

KARL-E. MANSHAUS  
(Printed Name)

SECRETARY GENERAL  
(Title)

14th June 1993 Oslo  
(Date) (Place)

FOR THE MINISTRY OF TRADE AND  
INDUSTRY OF FINLAND

  
(Signature)

Seppo Hannus  
(Printed Name)

Director, Head of Energy  
Technology Division  
(Title)

30.3.1993 Helsinki  
(Date) (Place)