

SPECIFIC MEMORANDUM OF AGREEMENT

between

THE UNITED STATES DEPARTMENT OF ENERGY

and

THE SPANISH MINISTRY OF INDUSTRY AND ENERGY

in the field of

SOLAR ENERGY RESEARCH AND APPLICATIONS

WHEREAS

The Government of the United States of America and the Government of Spain have concluded a Treaty of Friendship and Cooperation that entered into force on September 21, 1976, hereinafter referred to as the Treaty;

Article XV of Supplementary Agreement Number Three to the Treaty, hereinafter referred to as the Supplementary Agreement, provides for consideration of cooperation in solar energy research and its applications for domestic, industrial and agricultural use;

Article IV of the Supplementary Agreement provides that cooperative programs and activities may be the subject of specific agreements for their appropriate implementation;

The United States Department of Energy (DOE) and the Spanish Ministry of Industry and Energy (MOI), hereinafter called the Parties, wish to establish such a specific implementing agreement in the field of solar energy research and applications;

IT IS AGREED AS FOLLOWS:


ARTICLE 1 - AREAS OF COOPERATION

- 1.1 The areas of cooperation in the field of solar energy research and applications covered by this agreement shall include:
 - a. national solar program studies and plans;
 - b. solar power plants.
- 1.2 Other areas of cooperation may be added by mutual agreement.

ARTICLE 2 - FORMS OF COOPERATION

- 2.1 Cooperation in accordance with this agreement may include, but is not limited to, the forms outlined in Article III of the Supplementary Agreement, including joint projects.
- 2.2 Each such joint project shall be described in an annex to this agreement, and each such annex shall contain detailed provisions for carrying out the particular joint project.
- 2.3 Each of the Parties has the right to carry out its responsibilities under this agreement through its organizational components, or its industrial contractors or subcontractors.

ARTICLE 3 - DISCLAIMER

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- 3.1 The application or use of any information, material, equipment or devices exchanged or transferred between the Parties under this agreement shall be the responsibility of the Receiving Party, and the other Party does not warrant the accuracy or completeness of such information, material, equipment or device for any particular use or application.
 - 3.2 The provisions of this specific memorandum of agreement shall not affect the rights or duties of the Parties hereto under other agreements or arrangements.

ARTICLE 4 - DURATION

- 4.1 This agreement shall enter into force upon signature and remain in force contemporaneously with the Supplementary Agreement. This agreement may be amended by mutual written agreement of the Parties.
- 4.2 This agreement may be terminated at any time at the discretion of either Party, upon six months notice in writing. Such termination shall be without prejudice to the rights which may have accrued under this agreement to either Party up to the date of such termination.
- 4.3 All joint efforts and experiments not completed at the expiration or termination of this agreement may be continued until their completion under the terms of this agreement.

Done at Madrid in duplicate
in the English and Spanish languages, each equally authentic,
this 16 day of May 1979.

FOR THE UNITED STATES DEPARTMENT OF ENERGY



FOR THE SPANISH MINISTRY OF INDUSTRY AND ENERGY



ANNEX I (Solar Thermal Central Receiver Power Plant - CESA I)
to the
Specific Memorandum of Agreement between the United States
Department of Energy and the Spanish Ministry of Industry and
Energy dated May 10, 1979.

Project Designation: III-P-3025

ARTICLE 1 - PROGRAM

- 1.1 This agreement between the United States Department of Energy (DOE) and the Spanish Center for Energy Studies (CES) as an organizational component of the Spanish Ministry of Industry and Energy (MOI), hereinafter called the Parties, provides for DOE collaboration in the Spanish project CESA I leading to the design and construction of a 1 MWe steam-cycle solar thermal central receiver power plant in Spain, and to the study of the performance of this plant as a prototype for a network of solar thermal electric power plants in Spain.
- 1.2 Collaborative activity under this agreement is envisioned primarily in the areas of information exchange, training of Spanish personnel, and provision of consulting and other services by DOE and its contractors or subcontractors in the design phase of the project and subsequently in the operation and evaluation of the system.

ARTICLE 2 - RESPONSIBILITIES

- 2.1 The completion of project CESA I shall be entirely the responsibility of the Spanish Ministry of Industry and Energy (MOI), including:
- a. site preparation for the plant;
 - b. construction of the plant;

- c. design, testing and assembly of components of the plant;
- d. development of equipment purchase requests for components of the plant.


2.2 DOE is responsible for:

- a. providing to MOI technical information products and services in the field of solar energy, including technical reports and data bases in machine-readable form;
- b. training of MOI solar technical personnel in the solar facilities of DOE, its contractors or subcontractors, subject to separate agreements between the Parties;
- c. providing to MOI technical consultation on the topics listed in Article 2.1 above.

ARTICLE 3 - PROPRIETARY INFORMATION

No proprietary information shall be exchanged between the Parties, unless otherwise mutually agreed by the Parties in writing.


ARTICLE 4 - PATENTS

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- 4.1 The provisions of Article 4 shall apply specifically to inventions or discoveries made or conceived in the course of or under this agreement, and shall not apply to inventions or discoveries made or conceived prior to or outside the cooperative activities that take place in the course of or under this agreement.
 - 4.2 With respect to any invention or discovery made or conceived in the course of or under this agreement:

a. If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Recipient Party) or its contractors, in connection with exchanges of scientists, engineers and other specialists:

(1) 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 nonexclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, with the right to grant sublicenses, under any such invention or discovery and any patent application, patent or other protection relating thereto.

(2) 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 nonexclusive, irrevocable, royalty-free license to the Recipient Party, with the right to grant sublicenses, under any such invention or discovery and any patent application, patent or other protection relating thereto.



b. All other inventions or discoveries made or conceived in the course of or under this agreement shall be owned by the inventing Party in all countries, subject to a nonexclusive, irrevocable, royalty-free license to the other Party, with the right to grant sublicenses, under any such invention or discovery and any patent application, patent or other protection relating thereto.

4.3 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 5 - DURATION

5.1 This agreement shall enter into force upon signature and remain in force contemporaneously with the Specific Memorandum of Agreement to which it is an annex.

5.2 This agreement may be amended at any time by mutual agreement of the Parties.

Done at Madrid in duplicate in the English and Spanish languages, each equally authentic, this 10 day of May 1979.

FOR THE UNITED STATES DEPARTMENT OF ENERGY



FOR THE SPANISH MINISTRY OF INDUSTRY AND ENERGY


FOR THE CENTER FOR ENERGY STUDIES



ANNEX II (LOW- and medium-temperature solar energy systems)
to the
Specific Memorandum of Agreement between the United States
Department of Energy and the Spanish Ministry of Industry and
Energy dated May 10, 1979.

Project Designation: III-P-3020

ARTICLE 1 - PROGRAM

- 1.1 This agreement between the United States Department of Energy (DOE) and the Spanish National Institute of Industry (INI) as an organizational component of the Spanish Ministry of Industry and Energy (MOI), hereinafter called the Parties, provides for a cooperative project leading ultimately to the design of demonstration projects for low- and medium-temperature solar energy systems for buildings and industrial and agricultural applications in Spain.
- 1.2 Collaborative activity under this agreement is envisioned primarily in the areas of data collection and subsequent preparation of a solar energy development and demonstration plan for Spain, information exchange, training of Spanish personnel, and provision of consulting and other services by DOE and its contractors or subcontractors.

ARTICLE 2 - RESPONSIBILITIES

- 2.1 MOI is responsible for:
- a. collection and analysis of meteorological, demographic and economic data for Spain;
 - b. analysis of technical and economic trade-offs for various solar systems in different climatic regions of Spain, and performance of market penetration and barriers studies;

- c. evaluation of water and space heating applications in Spain, such as passive, active and heat pumps, and including cost/performance trade-offs and studies of market potential and barriers;
- d. preparation of a solar energy development and demonstration plan for Spain.

2.2 DOE is responsible for:

- a. providing to MOI technical information products and services in the field of solar energy, including technical reports and data bases in machine-readable form;
- b. training of MOI solar technical personnel in the solar facilities of DOE, its contractors or subcontractors, subject to separate agreements between the Parties;
- c. providing to MOI technical consultation on the topics listed in Article 2.1 above.

ARTICLE 3 - PROPRIETARY INFORMATION


No proprietary information shall be exchanged between the Parties, unless otherwise mutually agreed by the Parties in writing.

ARTICLE 4 - DURATION

- 4.1 This agreement shall enter into force upon signature and remain in force contemporaneously with the Specific Memorandum of Agreement to which it is an annex.
- 4.2 This agreement may be amended at any time by mutual agreement of the Parties.

Done at Madrid in duplicate
in the English and Spanish languages, each equally authentic,
this 10 day of May 1979.

FOR THE UNITED STATES DEPARTMENT OF ENERGY



FOR THE SPANISH MINISTRY OF INDUSTRY AND ENERGY



FOR THE SPANISH NATIONAL INSTITUTE OF INDUSTRY

