

AGENCY ANNEX  
TO THE AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)  
TO COOPERATE ON ACTIVITIES AND FACILITIES TO SUPPORT  
THE UNEP DIVISION OF EARLY WARNING AND ASSESSMENT  
IN NORTH AMERICA

CONCERNING  
SCIENTIFIC, TECHNICAL AND ANALYTICAL COOPERATION  
BETWEEN

THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF AMERICA

AND

THE UNITED NATIONS ENVIRONMENT PROGRAMME

ON RENEWABLE ENERGY AND ENERGY EFFICIENCY TECHNOLOGIES AND  
THEIR DEPLOYMENT

ARTICLE I. SCOPE AND OBJECTIVES

1. The Department of Energy of the United States of America, through its Office of Energy Efficiency and Renewable Energy (hereinafter "USDOE"), and the United Nations Environment Programme, through its Divisions of Early Warning and Assessment, and Technology, Industry and Economics (hereinafter "UNEP") hereby agree to pursue scientific, technical and analytical cooperation on renewable energy and energy efficiency technologies and their deployment.
2. The purpose of this Agency Annex is to set out the terms of cooperation between the USDOE/Office of Energy Efficiency and Renewable Energy (the "Participant") and the UNEP Division of Early Warning and Assessment (UNEP-DEWA) and the Division of Technology, Industry, and Economics (UNEP-DTIE) (all of the foregoing hereinafter collectively the "Parties") for the exchange of scientific, technical and analytical knowledge and the augmentation of scientific, technical and analytical capabilities with respect to renewable energy and energy efficiency technologies and their deployment.

3. This Agency Annex is entered into pursuant to Article 7 of the Agreement between the Government of the United States of America and the United Nations Environment Programme (UNEP) to Cooperate on Activities and Facilities to Support the UNEP Division of Early Warning and Assessment in North America of December 21, 2004 (hereinafter the "Agreement").

## ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Agency Annex may consist of joint assessments, development of and exchanges of technical information, visits, participation in training courses, conferences and symposia; the exchange of professional scientists, engineers and analysts in areas of mutual interest; and cooperative research, deployment, and analysis activities consistent with programs of the Participant and UNEP. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:
  - A. Investigations into renewable energy resources and technology deployment potential over countries or regions, such as in support of the Solar and Wind Energy Resource Assessment (SWERA) Program;
  - B. Applying these results and related analysis of energy efficiency potential to further enable clean energy development in countries or regions, and quantifying the resulting greenhouse gas emission reductions and other economic and environmental impacts as a result of various development scenarios;
  - C. Undertaking geographic and geospatial analysis and investigations using resource and country-specific data;
  - D. Conducting studies, developing and enhancing analytic tools, and providing training and assistance with the use of such tools and with use of policy, project, and financing best practices to guide relevant policy, project development, and financing decisions to facilitate the development of the renewable energy and energy efficiency potential;
  - E. Using information systems technology to ensure that planners and developers have ready access to these studies;
  - F. Conducting joint assessments of strategies and developing and implementing pilot programs to support the transfer of, or access to, environmentally sound technologies under the United Nations Framework Convention on Climate Change.

2. Activities under this Agency Annex shall be undertaken in accordance with the laws, regulations, and procedures of the United States and the procedures of UNEP.

### ARTICLE III. PLANNING AND REVIEW OF ACTIVITIES

UNEP and the Participant shall each designate a Principal Representative to supervise activities under this Agency Annex. The Principal Representatives shall consult by any mutually agreeable means to review the progress, problems, and effectiveness of activities under this Agency Annex, and to develop proposals for future activities, as appropriate.

### ARTICLE IV. PROJECT ANNEXES

Whenever more than the exchange of technical information or visits of individuals is contemplated, such activity shall be described in an agreed project implementation agreement (hereinafter "Project Annex") subject to this Agency Annex, which shall set forth, in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Agency Annex. In case of any inconsistency between the terms of this Agency Annex and the terms of a Project Annex, the terms of this Agency Annex shall control.

### ARTICLE V. TRANSFER OF INFORMATION AND EQUIPMENT

Any information transmitted by one Party to the other Party under this Agency Annex and any related Project Annexes shall be accurate to the best knowledge and belief of the transmitting Party. Any equipment transferred by one Party to the other Party under this Agency Annex shall be suitable for its intended use to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability of the information or equipment transmitted for any particular use or application by the receiving Party or by any third party. Information or equipment developed by the Parties in collaborative activities shall be accurate, and equipment developed in collaborative activities shall be suitable for its intended use, to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the said information or the appropriateness of the said equipment, nor its suitability for any particular use or application by either Party or by any third party.

## ARTICLE VI. EXCHANGE OR PROVISION OF EQUIPMENT

Unless otherwise agreed in writing, the following provisions shall apply concerning exchanges or the provision of equipment pursuant to this Agency Annex:

1. When a Party provides equipment to be utilized in a joint activity, that Party shall supply, as soon as possible, a detailed list of the equipment to be provided, together with the relevant specifications and appropriate technical documentation related to the use, maintenance, storage, and repair of the equipment.
2. Title to the equipment and necessary spare parts supplied by the sending Party for use in joint activities shall remain with the sending Party, and the property shall be returned to the sending Party upon completion of the activity, unless otherwise agreed.
3. Equipment provided under this Agency Annex shall be brought into operation at the host establishment only by mutual agreement between the sending and receiving Parties.
4. The host establishment shall provide the necessary premises and shelter for the equipment; utilities such as electric power, water and gas; and normally, shall provide materials to be tested, in accordance with the technical requirements, as mutually agreed.
5. Responsibility for expenses, safekeeping, and insurance during the transport of equipment from the original location in the country of the sending Party to the point of entry in the country of the receiving Party shall rest with the sending Party. If the sending Party elects to have the equipment returned, it shall be responsible for expenses, safekeeping, and insurance during the transport of the equipment from the original point of entry in the country of the receiving Party to the final destination in the country of the sending Party.
6. Responsibility for expenses, safekeeping, and insurance during the transport of equipment from the point of entry in the country of the receiving Party to the final destination in the country of the receiving Party and at the destination shall rest with the receiving Party. If the sending Party elects to have the equipment returned, the receiving Party shall be responsible for expenses, safekeeping and insurance during the transport of the equipment from the final destination in the country of the receiving Party to the original point of entry in the country of the receiving Party.
7. Responsibility for expenses, safekeeping and insurance during the time period that the equipment is in use in the country of the receiving Party shall rest with the receiving Party.

8. Equipment provided by the sending Party for carrying out joint activities shall be considered to be scientific, and not having a commercial character, and the receiving Party shall work toward obtaining duty free entry for such equipment.

#### ARTICLE VII. VISITS OF PERSONNEL

Unless otherwise agreed in writing, the following provisions shall apply concerning visits of personnel under this Agency Annex:

1. Whenever a visit of personnel is contemplated, each Party shall ensure the selection of personnel with skills and competence necessary to conduct the activities planned under this Agency Annex. Each such visit shall be agreed in advance by an exchange of letters between the Parties referencing this Agency Annex.
2. Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff or its contractors.
3. Each Party shall pay for the travel and living expenses of its staff or contractors when visiting the host party unless otherwise agreed in writing.
4. The receiving Party shall assist in arranging adequate accommodations for the sending Party's staff or its contractors and their families on a mutually agreeable reciprocal basis.
5. The receiving Party shall provide all necessary assistance to the staff of the other Party or its contractors and their families regarding administrative formalities, such as making travel arrangements and obtaining work permits.
6. The sending Party's staff and contractors shall conform to the general rules of work and safety regulations in force at the host establishment.

#### ARTICLE VIII. CONTRACTS

In the event that a Party awards contracts for the acquisition of articles and services to implement this Agency Annex, such contracts shall be awarded in accordance with the laws and regulations applicable to that Party.

ARTICLE IX. FUNDING

Cooperation under this Agency Annex is subject to the availability of funds, personnel and other resources.

ARTICLE X. ENTRY INTO FORCE, AMENDMENT, TERMINATION

1. This Agency Annex shall enter into force upon signature and shall remain in force so long as the Agreement remains in force.
2. This Agency Annex may be amended by written agreement of the Parties.
3. This Agency Annex may be terminated in writing by the agreement of the Parties, or by either Party upon three months' written notice to the other Party of its intent to terminate the Agency Annex. All ongoing joint activities, projects and experiments not completed at the termination of this Agency Annex may be continued until their completion under the terms of this Agency Annex.

DONE in duplicate.

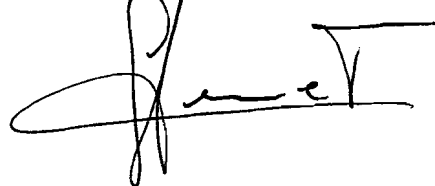
FOR THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF AMERICA:



Date:

Place:

FOR THE UNITED NATIONS  
ENVIRONMENT PROGRAMME:



Date:

Place: