

PROJECT ANNEX 1

COOPERATION IN THE FIELD OF RENEWABLE ENERGY

The Department of Energy of the United States of America (DOE) and the Secretariat of Energy of the United Mexican States (SE), hereinafter referred to as "the Parties";

TAKING INTO ACCOUNT the provisions of the Agreement between the Department of Energy of the United States of America and the Secretariat of Energy of the United Mexican States for Energy Cooperation in the development, application, and sustainable and improved use of renewable energy and energy efficiency technologies and fossil energy technologies signed on May 7, 1996, hereinafter referred to as "the Agreement";

RECOGNIZING that effective collaboration in the field of renewable energy will contribute to sustainable development, promote global environmental protection, and stimulate the market for renewable energy technology; and

MINDFUL that they will mutually benefit by working together to accelerate the development and application of renewable energy technologies, in accordance with Article 5 of the Agreement;

Have agreed as follows:

ARTICLE 1

OBJECTIVES

The objectives of this Annex are to promote the deployment and use of renewable energy in Mexico with the support of the U.S. renewable energy industries and to demonstrate the technical and economic feasibility of renewable energy technologies to the Mexican citizens. Activities carried out under this Annex are subject to, and shall be consistent with, the Agreement.



ARTICLE 2

SCOPE

The Parties agree that the scope for cooperation may include, but is not limited to, developing and implementation of projects relating to:

1. Joint research in such areas as renewable energy systems, their components and materials;
2. Cooperation in the assessment of solar, wind and other renewable energy resources;
3. Collaboration in the training in renewable technologies of researchers, engineers and technicians; and
4. Cooperation in programs to encourage the use of renewable energy by the public and private sectors, including provision of educational and engineering consulting services.

ARTICLE 3

MANAGEMENT

Sandia National Laboratories (Sandia) will carry out the programmatic aspects of this Annex. The National Commission for Energy Savings (CONAE) shall represent SE for the programmatic aspects of this Annex. DOE and SE shall each designate a technical representative to be responsible for implementing specific projects under this Annex.

The technical representatives shall report the progress of activities as necessary to the Principal Coordinators pursuant to Article 4 of the Agreement. A detailed work plan will be developed for each specific project. Workplans will included schedules, cost estimates, cost sharing, personnel assignments, access to facilities, use and exchange of equipment, and other matters, as required by the specific nature of the project.

The Parties may invite other government organizations or private institutions in their respective countries to participate in activities under this Annex. In the case of the United States of America, the United States Agency for International Development (USAID) will participate. Such participation shall be coordinated with the Principal Coordinators, and relevant Technical Coordinators, of the Agreement and shall be subject to the provisions of the Agreement and this Annex.

ARTICLE 4

INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND BUSINESS-CONFIDENTIAL INFORMATION

Pursuant to Article 7 of the Agreement, provisions for the protection and allocation of intellectual property are set forth in the Annex on Intellectual Property. Provisions for the treatment of confidential and business-confidential information are set forth in Article 6 of the Agreement.

Any scientific and technical information transmitted by one Party to another Party under this Annex shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the scientific and technological information transmitted for any particular use or application by the receiving Party or any third party.

ARTICLE 5

COSTS AND LEGAL PROVISIONS

Except when otherwise agreed in writing, all costs resulting from cooperation under this Annex will be borne by the Party that incurs them. It is understood that the ability of each Party to carry out its obligations under this Annex is subject to the availability of appropriated funds and personnel and subject to applicable laws and regulations of the countries of the Parties.

ARTICLE 6

ENTRY INTO FORCE AND TERMINATION

This Annex shall enter into force upon signature and shall remain in force for three years, unless the Agreement is terminated.

This Annex may be amended or extended by mutual consent of the Parties. Such amendments shall be in writing and shall specify the date on which they enter into force.

This Annex may be terminated at any time by either Party upon six months written notice to the other Party.

Signed in duplicate, at Washington, this 10th day of June 1998, in the English and Spanish languages.

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



FEDERICO PEÑA
SECRETARY OF ENERGY

FOR THE SECRETARIAT OF ENERGY
OF THE
UNITED MEXICAN STATES:



LUIS TELLEZ KUENZLER
SECRETARY OF ENERGY