

"DISSEMINATION OF INFORMATION"

IMPLEMENTING AGREEMENT III
UNDER THE
MEMORANDUM OF UNDERSTANDING
FOR COOPERATION IN THE RESEARCH AND DEVELOPMENT
OF TAR SANDS (OIL SANDS) AND HEAVY OIL

BETWEEN

The Albert Oil Sands Technology
Research Authority of the Province of Alberta

The Department of Energy, Mines and
Resources of Canada

The Department of Energy and Mines of
the Province of Saskatchewan

for Canada

AND

The Department of Energy of the United States

for the United States of America

Hereinafter called the "Participants".

Having agreed in the Memorandum of Understanding for Cooperation in the Research and Development of Tar Sands (Oil Sands) and Heavy Oil dated June 4, 1979 (hereinafter the "MOU") and the Amendments concerning Intellectual Property and Exchanges of Staff dated December 4, 1979 (hereinafter the "Amendments") to undertake specific projects in pursuit of that MOU's objectives, the Participants hereby agree to the terms and conditions of the project described in this Implementing Agreement.

ARTICLE 1 - OBJECTIVE

The objective of this Implementing Agreement is to provide further guidelines for the dissemination of information (Information is defined in Article 1 of the Amendments concerning Intellectual Property which are a part of the MOU) in accordance with some of the forms of cooperation listed in Article 3 of the MOU. These forms may include but are not limited to the exchange, on a current basis, of scientific and technical information and the results and methods of research and development; the organization of seminars and other meetings on specifically agreed topics in a manner agreed upon by the Coordinating Committee; and short visits by specialist teams or individuals to the tar sands and heavy oil research facilities and test sites of the other Participants. All such cooperative efforts shall be oriented to the areas of cooperation set forth in Article 2 of the MOU. Unless expressly modified, the provisions of the MOU and the Amendments shall apply to this Implementing Agreement.

ARTICLE 2 - MANAGEMENT

In accordance with Article 4 of the MOU, the Coordinating Committee acting by unanimity shall have general supervisory, management, and coordination authority over performance of the tasks described below. The Coordinating Committee may, however, either appoint individuals to handle the details of the cooperative activities or may perform the duties described in Article 3 of this Implementing Agreement through the Co-chairmen of the Coordinating Committee.

ARTICLE 3 - DUTIES OF THE PARTICIPANTS

The Coordinating Committee shall act to facilitate the objectives of this Implementing Agreement so that the Participants can cooperate fully in the area of information dissemination and exchange as set forth below:

- Task 1. The Participants shall exchange information related to all activities under the MOU, subject to the terms and conditions of Articles 1, 2 and 3 of the Amendments to the MOU.
- Task 2. Each Participant shall arrange site visits for the other Participants in its country for inspection of field and laboratory test sites. The number and frequency of site visits shall be determined by the Coordinating Committee.
- Task 3. The Participants shall exchange information on critical technical and operational problems relative to their tests and shall convene panels of experts representing the Participants to review problems and recommend courses of action. The timing, location, and subject matter to be discussed shall be determined by the Coordinating Committee.
- Task 4. The Co-chairmen shall announce, at regular meetings and other times, site visits, relevant meetings, seminars, or any other such activities that may be of interest to the Participants.

ARTICLE 4 - COSTS

All costs attributable to this Implementing Agreement, including but not limited to research, reports, travel, salaries, and associated expenses, shall be borne by the Participant incurring the expenses.

ARTICLE 5 - ENTRY INTO FORCE AND DURATION

This Implementing Agreement shall enter into force upon signature and shall remain in force until December 31, 1984. It may be amended or extended by written agreement of the Participants. Any Participant may withdraw from this Implementing Agreement at any time, upon six month's advance written notification.

Done this thirteenth day of September, 1982

at Edmonton, Alberta, Canada.

FOR THE UNITED STATES OF AMERICA:

DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA

Signature: Keith N. Frye

Name: Keith N. Frye

Title: Acting Director, Office of
Oil, Gas, Shale and Coal Liquids
U.S. Department of Energy

Signature: Richard W. Getzinger

Name: Richard W. Getzinger

Science Counselor
Title: U.S. Embassy, Ottawa

FOR CANADA:

DEPARTMENT OF ENERGY, MINES AND
RESOURCES OF CANADA

Signature: Kenneth Whitham

Name: K. Whitham

Assistant Deputy Minister/
Title: Research & Technology

ALBERTA OIL SANDS TECHNOLOGY
AND RESEARCH AUTHORITY

Signature: C.W. Bowman

Name: C.W. Bowman

Title: Chairman

DEPARTMENT OF ENERGY AND MINES
OF THE PROVINCE OF SASKATCHEWAN

Signature: Myron Sereda

Name: Myron Sereda

Director, Engineering
Title: Services Branch

ARTICLE 5 - INFORMATION AND PATENTS

1. The Participants shall exchange pre-existing information necessary to carry out this Implementing Agreement.
2. All information arising from this Implementing Agreement shall be promptly exchanged among the Participants.
3. The application or use of any information exchanged under or arising from this Implementing Agreement shall be the responsibility of the Participant receiving it, and the sending Participant does not warrant the suitability of such information for any particular use or application.
4. The information exchanged under and arising from this Implementing Agreement may be given wide distribution, subject to paragraphs 6 and 7 below. Such information may be made available to the public through customary channels and in accordance with the normal procedures of such Participant.
5. Copyrights of any Participant or of cooperating organizations or persons shall be accorded treatment consistent with internationally recognized standards of protection.
6. For purposes of this Implementing Agreement, proprietary information shall mean pre-existing information of a confidential nature such as trade secrets and know-how (for example, computer programs, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

- A. Is not generally known or publicly available from other sources;
- B. Has not previously been made available by the owners to others without obligation concerning its confidentiality; and
- C. Is not already in the possession of the recipient without obligation concerning its confidentiality.

It shall be the responsibility of the Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked in accordance with Article 1 of the Amendments.

- 7. Inventions made or conceived in the course of or under this Implementing Agreement (hereinafter referred to as "arising inventions") shall be identified and reported promptly by the inventing Participant. Information regarding inventions on which patent protection is to be obtained shall not be published or publicly disclosed by the Participants until a patent application has been filed in either country of the Participants; provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of reporting the invention. It shall be the responsibility of the Participant reporting the invention to appropriately mark reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

8. Arising inventions shall be owned by the inventing Participant in all countries. The inventing Participant shall grant licenses to the other Participant, and its nationals designated by it, to the arising inventions of the inventing Participant on the following basis:
 - A. A nonexclusive, royalty-free, irrevocable license in the country of the other Participant and in all third countries; and
 - B. A nonexclusive, irrevocable license in the country of the inventing Participant on a nondiscriminatory basis, including terms and conditions no less favorable than those provided to the nationals of the inventing Participant.

For the purpose of this paragraph, the three Canadian Participants shall be considered as a single Participant representing the Country of Canada.

9. Each Participant shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

ARTICLE 6 - ENTRY INTO FORCE AND DURATION

This Implementing Agreement shall enter into force upon signature and shall remain in force until December 31, 1984. It may be amended or extended by written agreement of the Participants. Any Participant may withdraw from this Implementing Agreement at any time, upon six month's advance written notification.