

## II

IMPLEMENTING AGREEMENT  
BETWEEN  
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA  
AND  
THE MINISTRY OF ENERGY AND MINES OF THE REPUBLIC OF VENEZUELA  
TO COOPERATE IN SUPPORTING RESEARCH  
AT  
UNIVERSITIES, GOVERNMENT ENERGY TECHNOLOGY CENTERS, AND NATIONAL LABORATORIES

WHEREAS, the United States Department of Energy (hereinafter referred to as DOE) and the Ministry of Energy and Mines of Venezuela (hereinafter referred to as MEMV) are interested in cooperating in the field of energy research and development;

WHEREAS, in furtherance of their mutual interest DOE and MEMV entered into an Agreement signed March 6, 1980 (hereinafter referred to as the Agreement); and

WHEREAS, the DOE and MEMV desire to cooperate in designing and applying research programs at universities, government energy technology centers and national laboratories that will expand the knowledge base for implementing enhanced oil recovery (hereinafter referred to as "EOR") programs, and to share in state-of-the-art techniques that will expedite research in both countries.

IT IS AGREED AS FOLLOWS:

## ARTICLE 1

In accordance with Article V of the Agreement the Venezuelan representative of the Steering Committee has designated INTEVEP, S.A. to act on behalf of MEMV under this Implementing Agreement. INTEVEP and DOE shall be hereinafter referred to as the Parties to this Implementing Agreement. The Assistant Secretary for Fossil Energy or his designee shall be primarily responsible for programmatic aspects of this Implementing Agreement for DOE. Each Party shall designate one Project Manager for this Implementing Agreement.

## ARTICLE 2

The Parties shall cooperate by the exchange of information and personnel between universities, government energy technology centers, and national laboratories in the areas listed in Article II of the Agreement.

Specifically, the Parties shall exchange information and personnel in accordance with the following Tasks:

### TASKS

#### Task 1 - Information Exchange

- a) The DOE Project Manager shall send to the INTEVEP Project Manager the quarterly and annual reports received by the DOE Bartlesville Energy Technology Center (BETC) from university contractors, and the DOE/BETC quarterly reports.

The INTEVEP Project Manager shall send the following information to the DOE Project Manager:

- Outlines of the work plans for all current university research sponsored by INTEVEP and outlines of work plans for new research undertaken during the term of this Implementing Agreement.
- Theses and other academic papers written at Venezuelan universities under research sponsored by INTEVEP.
- Copies of INTEVEP's future technical magazine.

All information shall be transmitted to the other Party in the language of the sending Party or in English.

b) The DOE Project Manager shall invite visitors from INTEVEP and Venezuelan university personnel designated by INTEVEP to participate as observers in DOE program reviews of university EOR research sponsored by DOE. The INTEVEP Project Manager shall invite visitors from DOE and its laboratories and U.S. university personnel working on DOE projects to participate in university meetings and seminars reviewing work sponsored by INTEVEP.

Participation in meetings referred to in this Task may include discussions, critiques, and submitting written material to the review group. Attendance shall be by invitation only and invitations shall be extended to no more than three individuals per review session unless approved by the inviting Party.

Task 2 - Applied Laboratory Work

a) The Parties to this Implementing Agreement shall engage in exchanges of personnel. By such exchanges, individuals from national laboratories and government energy technology centers, designated by a Party and assigned in accordance with Article 6 of the Annex to the Agreement, shall be accorded the opportunity to perform research activities in the facilities of the recipient Party in areas of their expertise. The length of time to be spent in each such exchange shall be set by the Project Managers. Each Party agrees to receive no more than six individuals during the term of this Agreement, unless otherwise agreed by the Parties. Each assigning Party shall bear all costs associated with the individuals who are on exchange to the recipient Party in accordance with Article 6 of the Annex to the Agreement.

b) Each Party shall publicly announce opportunities for research in the nation of the other Party. Such announcements shall be based upon information supplied by the Party to whose nation the research opportunity exists. Each such announcement may contain a statement that the announcing Party assumes no duty to any applicant or Party.

Task 3 - Research Plan

Prior to the conclusion of this Implementing Agreement, each Party shall prepare and submit to the other Party a Research Plan. This plan shall include, but not be limited to, an identification of research activities that are most appropriate for future EOR research cooperation under an additional Implementing Agreement or Agreements.

Task 4 - Report

At the conclusion of the Tasks, but before the expiration of this Implementing Agreement, the Parties shall jointly prepare a report describing the activities undertaken and detailing the results achieved. The report shall be available to each Party to use as each Party deems necessary and proper.

ARTICLE 3

All costs attributable to this Implementing Agreement shall be borne by the Party incurring the expenses, subject to the availability of the appropriated funds. There shall be no transfer of funds between the Parties. The estimated total cost of this Implementing Agreement is \$150,000 over 18 months plus salaries of participants.

#### ARTICLE 4

The Parties shall support the widest possible dissemination of information under this Implementing Agreement in accordance with Article 2 of the Annex to the Agreement.

#### ARTICLE 5

Rights to any invention or discovery made or conceived in the course of or under this Implementing Agreement shall be distributed as provided in paragraph 1 of Article VI of the Agreement. As to third countries, rights to such inventions shall be decided by the Joint Steering Committee.

Each Party shall take all necessary steps to provide the cooperation from its inventors required to carry out this Article. 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 6

The existing terms and conditions of the Agreement signed by DOE and MEMV shall continue and remain in full force and effect notwithstanding the terms of this Implementing Agreement. Articles 3, 4, 5, 6, 7, 8 and 9 of the Annex to the Implementing Agreement are hereby incorporated by reference.

ARTICLE 7

This Implementing Agreement shall enter into force upon signature and shall remain in force for a period of one and one-half years. It may be amended or extended by mutual written consent of the Parties in accordance with Article V of the Agreement signed by MEMV and DOE.

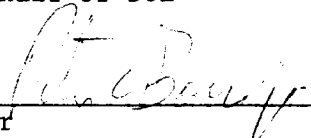
ARTICLE 8

This Implementing Agreement may be terminated at any time at the discretion of either Party, upon six (6) months advance notification in writing to the other Party by the Party seeking to terminate the Implementing Agreement. Such termination shall be without prejudice to the rights which may have accrued under this Implementing Agreement to either Party up to the date of such termination.

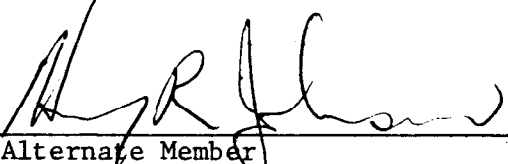
Done at Caracas in the English and Spanish languages, each text being equally authentic, this 10th day of July, 1980.

The Joint Steering Committee

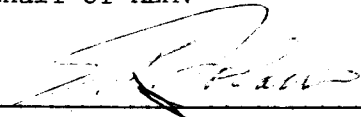
On behalf of DOE

  
Member


Martin R. Adams  
Member

  
Alternate Member

On behalf of MEMV

  
Member

Ernan Mont.  
Member

  
Member