

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
KING ABDULLAH CITY FOR ATOMIC AND RENEWABLE ENERGY
FOR COOPERATION ON RENEWABLE ENERGY AND NUCLEAR ENERGY

The Department of Energy of the United States of America (DOE) and the King Abdullah City for Atomic and Renewable Energy (KACARE), hereinafter the "Participants":

NOTING that the Kingdom of Saudi Arabia (KSA) is experiencing rapid growth in demand for electricity;

NOTING that KSA has excellent potential clean and renewable energy resources and desires to develop these alternatives to petroleum-based power generation as well as to introduce nuclear power generation;

NOTING that KSA established KACARE to support the safe and efficient deployment of renewable and nuclear energy technology in the KSA;

NOTING the Participants' desire to collaborate, to advance KACARE's mission for their mutual benefit; and

NOTING the Agreement Between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia on Science and Technology Cooperation signed December 2, 2008,

HAVE REACHED THE FOLLOWING UNDERSTANDING:

Section 1 Purpose

The purpose of this Memorandum of Understanding (Memorandum) is to create a framework for cooperation between the Participants, to facilitate the sharing of technical knowledge, advice, skills, and expertise between DOE and its national laboratories and KACARE in the areas of renewable energy and nuclear energy.

Section 2 Planned Areas of Cooperation

The Participants propose to cooperate in the following areas:

1. Renewable energy resource assessment and monitoring;
2. Standards, certification, testing, QA/QC, and other measures relevant to renewable energy development and implementation;
3. Renewable energy technologies, including but not limited to solar, wind, geothermal, and waste-to-energy;
4. Industrial applications of renewable energy, such as desalination, cooling, and other modalities;
5. Energy systems integration;
6. Nuclear power technologies, training, and analysis;
7. Human capacity development; and
8. Other subject areas as the Participants may jointly decide.

Section 3 Forms of Cooperation

The forms of cooperation under this Memorandum may include the following:

1. Exchange of publicly available scientific and technical information;
2. Visits and staff exchanges by the Participants' respective staffs to each other's facilities;
3. Training of KSA personnel in technical subjects described in Section 2 hereof;
4. Conduct of workshops and other meetings; and
5. Other forms of cooperation as the Participants may jointly decide.

Section 4 Participating Institutions

Each Participant may invite entities in its respective country to participate in the cooperation conducted under this Memorandum. DOE's expected participating entities include its national laboratories. KACARE's expected participating entities include, but are not limited to, Saudi Electricity Company (SEC), Saline Water Conversion Corporation (SWCC), and The Electricity & Co-Generation Regulatory Authority (ECRA).

Section 5 Implementation

Each cooperative project conducted pursuant to this Memorandum is to be the subject of a written project-specific agreement (PSA) or other arrangement, as appropriate, which should include detailed provisions for its execution, including such matters as technical scope, management, total costs and payment provisions, schedule, and such other matters relevant to the work to be performed.

Section 6 Coordination

1. A Joint Commission on Renewable and Nuclear Energy (the Joint Commission), composed of representatives of DOE and KACARE, is to coordinate the cooperation conducted under this Memorandum.
2. The functions of the Joint Commission are to identify overall program direction of the Participants' cooperation, consider and approve specific project proposals to be conducted under PSAs in the areas described in Section 2 hereof, and review and evaluate implementation of each project conducted under a PSA.
3. Each Participant should designate a Principal Coordinator to be responsible for maintaining working-level coordination between the Participants.
4. DOE is to oversee and manage cost accounting for all project work conducted under PSAs, provide scheduling updates, and make periodic written reports to KACARE.
5. The Joint Commission may create committees or other groups to provide technical advice and make recommendations on the work to be conducted under this Memorandum.
6. The Joint Commission may meet at such times and places, alternately in the United States of America and the KSA, as the Joint Commission members

decide from time to time, at least annually. Each Participant may, at its own expense, invite its technical experts and advisors to participate in Joint Commission meetings.

7. Decisions of the Joint Commission are to be made on the basis of consensus.

Section 7 Funding

1. KACARE is to pay all costs, on an advance of funds basis, for all services to be performed and expenses incurred by DOE in the execution of specific projects conducted pursuant to this Memorandum, with all of the specific costs, expenses and services to be detailed in each PSA.
2. DOE's execution of each scope of work jointly decided by the Participants to be undertaken under a PSA can commence at any time within 30 days upon DOE's receipt of KACARE's payment therefor. In the event that DOE cannot commence work within 30 days, DOE is to notify KACARE in writing of the reason for the delay and the expected start date.
3. The requisite funds for execution of each such scope of work are to be deposited into DOE's account at the Federal Reserve Bank of New York. Technical details for the routing of payments, such as account number, are to be provided by DOE in writing to KACARE.
4. DOE is to keep accounts and records of the costs of the activities carried out under this Memorandum, in accordance with relevant United States regulations and generally accepted government accounting principles.
5. Within 60 days of completion of the activities contemplated by this Memorandum and DOE's receipt of all invoices, or upon discontinuation of this Memorandum, whichever occurs first, DOE is to provide KACARE a final accounting of the amounts paid for activities carried out under this Memorandum.
6. If this Memorandum is discontinued for any reason, DOE is to retain payment for all financial commitments DOE made prior to the effective date of discontinuation and any costs required for the orderly closeout of the project.
7. If upon discontinuation of this Memorandum and the fulfillment of any financial commitments made by DOE, there are funds remaining in the DOE account, such funds are to be returned to the Government of the KSA.

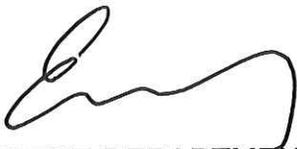
Section 8
General Considerations

1. This Memorandum does not impose, nor is it intended to impose, any legal commitments on the Participants.
2. This Memorandum is not an international agreement and does not give rise to any legal rights or obligations.

Section 9
Commencement, Modification, and Discontinuation

1. This Memorandum becomes operative upon signature of the Participants and continues unless discontinued in accordance with paragraph 3 of this Section 9.
2. This Memorandum may be modified at any time in writing with the mutual consent of the Participants.
3. The Participants may discontinue this Memorandum by mutual consent in writing at any time. Alternatively, a Participant that wishes to discontinue its participation in this Memorandum should endeavor to provide at least 90 days advance notice in writing to the other Participant.

Signed in duplicate, at Washington on the 19th day of December 2014, and at Riyadh on the 8th day of ~~December 2014~~. March 2015.



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



FOR KING ABDULLAH CITY FOR
ATOMIC AND RENEWABLE ENERGY: