

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA
AND
THE DEPARTMENT OF ENERGY
OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
ON COLLABORATION IN
ENERGY RESEARCH AND DEVELOPMENT

WHEREAS the Department of Energy of the United States of America and the Department of Energy of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the "Participants"), signed a Memorandum of Understanding on Collaboration in Energy Research and Development on October 18, 1984;

WHEREAS, the Participants wish to continue their mutual interest and long history of successful cooperation in maximizing the effectiveness of their programs of energy research and development and in developing wider cooperation between their countries in this area; and

WHEREAS, the Participants continue to believe that initiatives such as sharing tasks, facilities, scientific and technical information, costs and human resources could result in accomplishment of their objectives more efficiently, including achieving greater results at existing levels of expenditure and enabling each side to validate the results of its respective national research;

Have reached the following understanding:

SECTION 1
Objective

The objective of collaboration under this Memorandum will be to continue and maximize cooperation in energy research and development between the Participants. Collaboration under this Memorandum will not preclude other bilateral or multilateral cooperation activities in energy research and development in which each Participant may take part.

SECTION 2
Scope

1. Collaboration under this Memorandum may include, but is not limited to, the following fields:

- a) renewable energy
- b) fossil energy
- c) waste-related management and the environment
- d) end-use technologies
- e) exchange of energy-related scientific and technical literature, including abstracts, and bibliographic data covering all technical fields

2. Other collaborative fields may be added by written arrangement between the Participants.

SECTION 3

Forms of Collaborative Activities

1. Collaboration in accordance with this Memorandum may include, but is not limited to, the following forms:

- a. Exchange of all forms of scientific and technical information and results of research and development;
- b. Exchange of scientists, engineers and other specialists, including those from industry, for participation in research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices, and other facilities and enterprises of each of the Participants or their designated representatives;
- c. Exchange of samples, materials, instruments and components for testing;
- d. Organization of seminars, workshops, and other meetings on specific decided topics;
- e. Visits by specialist teams or individuals to the facilities of the other Participant or its designated representative;
- f. The use by one Participant, or its designated representative, of the facility(ies) owned or operated by the other Participant, or its designated representative. Such use of facilities will be the subject of separate written arrangement and may be subject to commercial terms or conditions; and
- g. Cooperation programs and projects in which the Participants decide to share the work and costs. Such joint projects will be the subject of a separate written arrangement between the Participants.

2. Other specific forms of cooperation may be the subject of a written exchange between the Participants.

SECTION 4

Implementing Arrangements

1. When the Participants decide to undertake a form of cooperation set forth in Section 3, the Participants will execute an Implementing Arrangement. Each such Implementing Arrangement will include as appropriate all detailed provisions for carrying out the specified forms of cooperation and will cover such matters as technical scope, intellectual property, management, total costs, cost sharing and schedule.

SECTION 5

Management

1. To supervise the execution of this Memorandum, each Participant will designate a Lead Coordinator. Each Participant will also designate a Technical Coordinator to assist the Lead Coordinator, in carrying out activities under this Memorandum. In addition, the Participants will designate an official or officials responsible for collaboration in each of the technical fields listed in Section 2 of this Memorandum.

2. The Lead Coordinators will meet each year, or as otherwise jointly decided, alternately in the United States or United Kingdom. At the meetings, the Lead Coordinators will evaluate the status of cooperation under this Memorandum. This evaluation will include a review of the past year's activities and accomplishments and of the activities planned for the coming year within each of the technical fields listed in Section 2, an assessment of the balances of exchanges within each of the technical fields or groups of related technical fields listed in Section 2, and consideration of measures required to correct any imbalances. In addition, the Lead Coordinators will consider and act on any major new proposals for collaboration. Technical Coordinators may, at the discretion of the Lead Coordinators, participate in these annual meetings.

SECTION 6

Exchange of Personnel

1. Whenever a personnel exchange is contemplated under this Memorandum, each Participant will ensure that qualified staff is selected for assignment to the other Participant or its contractors.

2. Each such assignment will be the subject of a separate written exchange arrangement between the Participants.

3. Each Participant will be responsible for the salaries, insurance, and allowances to be paid its staff.

4. Each Participant will pay for the travel and living expenses of its staff while on assignment to the host Participant, unless otherwise decided in writing.

5. The host establishment will do its best to arrange for comparable accommodations for the attached staff and their families on a mutually acceptable, reciprocal basis.

6. Each Participant will provide all necessary assistance to the assigned staff (and their families) as regards administrative formalities, such as travel arrangements and immigration services.

7. The attached staff of each Participant will conform to the general and special rules of work and safety regulations in force at the host establishment, or as decided in a separate personnel exchange arrangement.

SECTION 7

Protection and Distribution of Intellectual Property Rights

1. Business-Confidential Information

a. For the purpose of this Memorandum, "business-confidential information" means any know-how, technical data, or technical, commercial, or financial information, that is developed outside this Memorandum and that meets all of the following conditions:

- i) It is of a type customarily held in confidence for commercial reasons;
- ii) It is not generally known or publicly available from other sources;
- iii) It has not been previously made available by the owner to others without an obligation concerning its confidentiality; and
- iv) It is not already in the possession of the recipient without an obligation concerning its confidentiality.

b. Any business-confidential information will be furnished or transferred only by mutual written arrangement of the Participants to the cooperative activity concerned and will be given full protection in accordance with the laws and regulations of their respective countries.

c. Any business-confidential information will be appropriately identified before it is furnished in the course of the cooperative activities under this Memorandum. Responsibility for identifying such information will fall on the Participant which furnishes it. Unidentified information will be assumed not to be information to be protected, except that a Participant to the cooperative activity may notify the other

Participant in writing, within a reasonable period of time after furnishing or transferring such information, that such information is business-confidential information under the laws and regulations of its country. Such information will thereafter be protected in accordance with subparagraph b. above.

2. Ownership of Intellectual Property Rights

Between each Participant and nationals of its country, the ownership of intellectual property rights will be determined in accordance with its national laws, regulations and practices.

3. Inventions

a. For the purpose of this Memorandum, the "Invention" means any Invention made in the course of the cooperative activities under this Memorandum which is or may be patentable or otherwise protectable under the laws of the Participants or any third country.

b. As to an Invention, the Participants to the cooperative activity concerned will take appropriate steps, in accordance with the national laws and regulations of the respective countries, to realize the following:

i) If an Invention is made as a result of a cooperative activity under this Memorandum that involves only the transfer or exchange of information between the Participants, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless otherwise provided in an applicable implementing arrangement:

(aa) the Participant whose personnel makes the Invention (hereinafter referred to as "the Inventing Participant") or the personnel who make the Invention (hereinafter referred to as "the Inventor") have the right to obtain all rights and interests in the Invention in all countries, and

(bb) in any country where the Inventing Participant or the Inventor decides not to obtain such rights and interests, the other Participant has the right to do so.

ii) If the Invention is made by an Inventor of a Participant ("the Assigning Participant") while assigned to another Participant ("the Receiving Participant") in the course of programs of a cooperative activity that involve only the visit or exchange of scientists and engineers, and:

- (aa) in the case where the Receiving Participant is expected to make a major and substantial contribution to the programs of the cooperative activity:
 - aaa. the Receiving Participant has the right to obtain all rights and interests in the Invention in all countries, and
 - bbb. in any country where the Receiving Participant decides not to obtain such rights and interests, the Assigning Participant or the Inventor has the right to do so;
- (bb) in the case where the provision in subparagraph (aa) above is not satisfied:
 - aaa. the Receiving Participant has the right to obtain all rights and interests in the Invention in its own country and in third countries,
 - bbb. the Assigning Participant or the Inventor has the right to obtain all rights and interests in the Invention in its own country, and
 - ccc. in any country where the Receiving Participant decides not to obtain such rights and interests, the Assigning Participant or the Inventor has the right to do so.
- iii) Specific arrangements involving other forms of cooperative activities, such as joint research projects with an approved research work scope, will provide for the jointly decided upon disposition, on an equitable basis, of rights to the Inventions made as a result of such activities.
- iv) The Inventing Participant will disclose promptly the Invention to the other Participant and furnish any documentation or information necessary to enable the other Participant to establish rights to which it may be entitled. The Inventing Participant may ask the other Participant in writing to delay the publication or public disclosure of such documentation or information for the purpose of protecting its rights or the rights of the Inventor related to the Invention. Unless otherwise accepted in writing, such restrictions will not exceed a period of six months from the date of communication of such documentation or information.

4. Copyrights

Disposition of rights to copyright-protected works created in the course of the cooperative activities under this Memorandum will be determined on a case-by-case basis as necessary or in the relevant implementing arrangements. The Participants to the cooperative activities concerned may take appropriate steps to secure copyright to works created in the course of the cooperative activities under this Memorandum in accordance with the national laws and regulations of the respective countries.

5. Rights to Semiconductor Chip Layout Designs

Disposition of rights to semiconductor chip layout designs created in the course of the cooperative activities under this Memorandum will be determined on a case-by-case basis as necessary or in the relevant implementing arrangements. The Participants to the cooperative activities concerned may take appropriate steps to secure rights to semiconductor chip layout designs created in the course of the cooperative activities under this Memorandum in accordance with the national laws and regulations of the respective countries.

6. Other Forms of Intellectual Property

For those other forms of intellectual property created in the course of the cooperative activities under this Memorandum which are protected under the laws of either country, disposition of rights will be determined on an equitable basis, in accordance with the laws and regulations of the respective countries.

7. Cooperation

Each Participant to the cooperative activity concerned will take all necessary and appropriate steps, in accordance with the laws and regulations of its country, to provide for the cooperation of its authors and inventors which are required to carry out the provisions of this Memorandum. Each Participant to the cooperative activity concerned assumes the sole responsibility for any award or compensation that may be due its personnel in accordance with the laws and regulations of its country, provided, however, that this Memorandum creates no entitlement to any such award or compensation.

SECTION 8
Funding

1. Unless jointly approved in writing, any costs arising from any direct collaboration between the Participants will be borne by the Participant that incurs them.

2. Collaboration under this Memorandum will be subject to the availability of appropriated funds.

SECTION 9
Equipment

1. Each Participant decides that, unless jointly decided in writing, in the event equipment is to be exchanged or supplied by one Participant to the other Participant, the following provisions will apply covering the shipment and use of the equipment:
 - a. The Sending Participant will supply as soon as possible a detailed list of the equipment to be provided together with the associated specifications and technical information documentation.
 - b. The equipment, spare parts, and documentation supplied by the Sending Participant will remain the property of the Sending Participant and will be returned to the Sending Participant upon completion of the jointly accepted activity unless otherwise decided.
 - c. The host establishment will provide the necessary premises and shelter for the equipment, and will provide for electric power, water, gas, etc., in accordance with technical requirements which will be mutually acceptable.
 - d. Responsibility for expenses, safekeeping and insurance during the transport of the material from the original location in the country of the Sending Participant to the place of entry in the country of the Receiving Participant will rest with the Sending Participant. If the Sending Participant elects to have the material returned, it will be responsible for expenses, safekeeping, and insurance during the transport of the material from the original point of entry in the country of the Receiving Participant to the final destination in the country of the Sending Participant.
 - e. Responsibility for expenses, safekeeping, and insurance during the transport of the material from the place of entry in the country of the Receiving Participant to the final destination in the country of the Receiving Participant will rest with the Receiving Participant. If the Sending Participant elects to have the material returned, the Receiving Participant will be responsible for expenses, safekeeping, and insurance during the transport of the material from the final destination in the country of the Receiving Participant to the original point of entry in the country of the Receiving Participant.
 - f. The equipment provided by the Sending Participant for carrying out jointly decided upon activities will be considered to be scientific, not having a commercial character.

SECTION 10
Materials and Samples

1. The Participants accept that, unless otherwise accepted in writing, in the event materials or samples are provided by one Participant to the other Participant, the following provisions will apply with respect to the transportation and use of such materials or samples:

- a. All materials or samples provided by the Sending Participant to the Receiving Participant will become the property of the Receiving Participant upon delivery, and will not be returned to the Sending Participant.
- b. Where one Participant requests that materials or samples be provided by the other Participant, the Participant making the request will bear all costs and expenses associated with the transportation of the materials or samples from the location of the Sending Participant to the final destination.
- c. Each Participant will promptly disclose to the other Participant all information arising from the examination or testing of materials or samples exchanged under this Memorandum. The Participants determine that proprietary information as defined in Section 7.1.a(ii) which was developed prior to or outside the scope of this Memorandum will remain proprietary even though it is contained in the results of an examination or testing of materials or samples. Such information will be identified as proprietary information by the Participant asserting its proprietary nature as soon as possible after disclosure of all information arising from the examination or testing is made to such Participant and the other Participant will be immediately advised of that identification. All information identified as proprietary information will be controlled as provided under Section 7.1.b. It is further understood and accepted that one Participant providing materials or samples to the other Participant may also provide a partial or complete list of the types of information which will arise from the examination or testing of such materials or samples and which is proprietary as defined in Section 7.1.a.(ii) and all such proprietary information is to be controlled as set out in Section 7.1.b.

SECTION 11
General Provisions

1. Cooperation under this Memorandum will be in accordance with the laws and regulations of the respective countries. All questions related to the Memorandum arising during its term will be settled by the Participants by mutual arrangement.

2. Compensation for damages incurred during the implementation of this Memorandum will be in accordance with the applicable laws of the countries of the Participants.

SECTION 12

Entry Into Operation and Termination

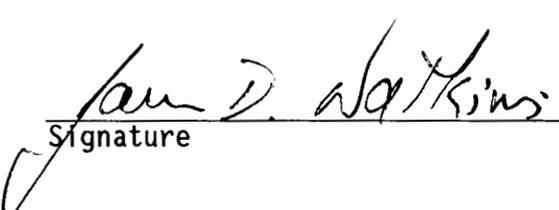
1. This Memorandum will enter into operation upon signature and will remain in operation for a period of ten (10) years. This Memorandum may be amended or extended by mutual written arrangement of the Participants. This Memorandum supersedes the previous Memorandum of Understanding of October 18, 1984, referred to in the Preamble.

2. This Memorandum may be terminated at any time by either Participant upon six (6) months written notice to the other Participant. Such termination will be without prejudice to the rights that may have accrued under this Memorandum to either Participant up to the date of termination. All joint efforts and experiments not completed at the expiration of this Memorandum may be continued until their completion under the terms of this Memorandum.

Signed in duplicate at Washington, D.C., this 11th day of June 1990.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND



Signature



Signature

James D. Watkins

Printed Name

John Wakeham

Printed Name

Secretary of Energy

Title

Secretary of State for Energy

Title