

**IMPLEMENTING ARRANGEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE FEDERATIVE REPUBLIC OF BRAZIL
FOR COOPERATION IN THE AREA OF ENERGY TECHNOLOGY**

The Government of the United States of America and the Government of the Federative Republic of Brazil; hereinafter referred to as the Parties;

Having a mutual interest in exchanging information, experience and points of view regarding the development and analysis of energy information, energy regulation, energy planning, development of strategies to establish and promote market-based systems in renewable energy and energy efficiency technologies, and fossil energy technologies;

Recognizing the contribution of renewable energy and energy efficiency technologies and fossil energy technologies to increasing energy diversity, addressing environmental concerns, enhancing energy security; and

Desiring to cooperate in promoting rural electrification and sustainable development, and expanding opportunities for international trade in renewable energy and energy efficiency technologies between the United States and Brazil:

HEREBY AGREE AS FOLLOWS:

- 2 -

ARTICLE I

SCOPE AND OBJECTIVE

- A. This Implementing Arrangement is subject to the terms and conditions of the Agreement Relating to Cooperation in Science and Technology between the United States of America and the Federative Republic of Brazil, signed on February 6, 1984, and was renewed by the Amendment and Extension Protocol signed on March 21, 1994, hereinafter referred to as the Umbrella Agreement.
- B. The objective of this Implementing Arrangement is to establish a Parties in the field of energy technology on the basis of reciprocity and mutual benefit.
- C. For the purposes of this Implementing Arrangement the Department of Energy of the United States of America (DOE) and the Ministry of Mines and Energy of the Federative Republic of Brazil (MME) are the Executing Bodies.

- 3 -

ARTICLE II

AREAS OF COOPERATION

Cooperation under this Implementing Arrangement may be undertaken in the following areas, including the areas detailed in the Annexes I, II, and III:

- A. Efficient and advanced energy technologies;
- B. Coal and advanced power systems;
- C. Environmental technologies;
- D. Renewable energy technologies;
- E. Energy information, planning and regulations;
- F. Basic energy research; and
- G. Such other areas as may be mutually agreed by the Executing Bodies in writing.

- 4 -

ARTICLE III
FORMS OF COOPERATION

Cooperation under this Implementing Arrangement may include:

- A. Exchanges of information and data on scientific and technical activities, developments, practices, methods and results;
- B. Exchange of scientists, engineers and other specialists for agreed periods of time for participation in experiments, analysis, design and other research and development activities at research centers, laboratories, engineering offices and other facilities and enterprises of the Executing Bodies, or their agents;
- C. Short-term visits by staff or assignments of staff;
- D. Organization of, and participation in, seminars, workshops and other meetings;
- E. Exchange of and provision of samples, materials, instruments and components for experiments, testing, and evaluation;

- 5 -

- F. Execution of joint studies, projects or experiments, including joint design, construction and operational activities; and
- G. Other forms of cooperation as mutually agreed by the Executing Bodies in writing.

ARTICLE IV

MANAGEMENT

- A. DOE and MME will each name one Coordinator to supervise activities under this Implementing Arrangement. The Coordinators shall approve and monitor all activities carried out under this Implementing Arrangement and shall assess opportunities for expanding cooperation.
- B. The Coordinators may establish subcommittees to facilitate the implementation of projects initiated under this Implementing Arrangement.
- C. The Coordinators shall meet periodically, alternately in the United States and Brazil, to evaluate all aspects of cooperation carried out under this Implementing Arrangement.

- 6 -

ARTICLE V

ADDITIONAL ORGANIZATIONS

Each Executing Body shall encourage and facilitate the development of direct contacts and cooperation between governmental agencies and other public and private institutions in their respective countries to advance the objectives of this Implementing Arrangement.

ARTICLE VI

PROJECT DOCUMENTS

To undertake a cooperative activity as described in Article III(F), the Executing Bodies shall conclude a Project Document. Each such Project Document shall include detailed provisions for carrying out the specific form of cooperative activity and shall cover such matters as technical scope, management, assignment of staff and exchange of equipment, total costs, cost sharing, and schedule as appropriate.

- 7 -

ARTICLE VII
EXCHANGE OF EQUIPMENT

- A. Each Executing Body may provide equipment to the other Executing Body to be utilized in a joint activity. The sending Executing Body shall promptly supply a detailed list of the equipment to be provided, together with the relevant specifications and appropriate technical documentation related to use, maintenance, and repair of the equipment to the receiving Executing Body.
- B. Unless otherwise agreed to by the Executing Bodies in writing, the sending Executing Body shall retain title to equipment and spare parts provided to the other Executing Body, and the receiving Executing Body shall return such property to the sending Executing Body upon completion of the joint activity.
- C. Equipment provided pursuant to this Implementing Arrangement shall be brought into operation at the host establishment only by agreement of the Executing Bodies.
- D. Equipment provided pursuant to this Implementing Arrangement

- 8 -

for use in joint activities shall be considered to be scientific, not having a commercial character, and each Executing Body shall make its best effort to obtain duty free entry. The receiving Executing Body shall use its best efforts to facilitate entry and exit of equipment and spare parts of the other Executing Body into, and from, its territory.

E. Unless otherwise agreed, the sending Executing Body shall be responsible, and shall pay expenses, for the transport of equipment and materials by plane or ship to an authorized port of entry of the receiving Executing Body's country convenient to the ultimate destination, and for the safekeeping of equipment and insurance en route.

F. Except when formally stated in a Project Document to the Implementing Arrangement, the host establishment shall provide the necessary premises for the equipment provided, and shall provide for utilities such as electric power, water and gas. The host establishment normally shall provide materials to be tested, in accordance with technical requirements mutually agreed upon by the Executing Bodies.

- 9 -

ARTICLE VIII
PERSONNEL EXCHANGES

- A. Whenever an exchange, or assignment of personnel is contemplated, each Executing Body shall ensure the selection of adequate personnel with skills and competence necessary to conduct the activities planned under this Implementing Arrangement. Each such exchange of personnel shall be mutually agreed to in advance by an exchange of letters between the Executing Bodies, referencing this Implementing Arrangement and pertinent intellectual property provisions.
- B. Each Executing Body shall be responsible for the salaries, insurance, and allowances to be paid to its staff or its contractors.
- C. Each Executing Body shall pay for the travel and living expenses of its staff or its contractors when staying at the establishment of the host Executing Body, unless otherwise agreed.
- D. Each Executing Body shall assist the other Executing Body's staff or its contractors (and their families) to arrange

- 10 -

adequate accommodations on a mutually agreeable, reciprocal basis.

- E. Each Executing Body shall assist the staff of the other Executing Body or its contractors as regards administrative formalities.
- F. The staff of each Executing Body or its contractors shall conform to the general rules of work and safety regulations in force at the host establishment.

ARTICLE IX

AVAILABLE INFORMATION

- A. The Executing Bodies shall exchange information necessary to carry out this Implementing Arrangement. All information arising under this Implementing Arrangement will be promptly exchanged between the Executing Bodies.
- B. Information transmitted by one Executing Body to the other Executing Body under this Implementing Arrangement shall be accurate to the best knowledge and belief of the

- 11 -

transmitting Executing Body, but the transmitting Executing Body does not warrant the suitability of the information transmitted for any particular use or application by the receiving Executing Body or by any third party.

ARTICLE X

INTELLECTUAL PROPERTY; BUSINESS-CONFIDENTIAL INFORMATION

The protection and allocation of intellectual property and the treatment of business-confidential information created or furnished in the course of cooperative activities under this Implementing Arrangement will be governed by the provisions of Annex I of the Agreement to Amend and Extend the Agreement between the United States of America and the Federative Republic of Brazil Relating to Cooperation in Science and Technology, referred to in Article I.

ARTICLE XI

GENERAL PROVISIONS

A. Unless otherwise agreed in writing, costs resulting from

- 12 -

activities under this Implementing Arrangement shall be the responsibility of the Executing Body that incurs them.

- B. Each Executing Body shall conduct the activities provided for in this Implementing Arrangement subject to its applicable laws and regulations and shall provide resources subject to the availability of appropriated funds and personnel.
- C. Each Executing Body shall use its best efforts to obtain all permits and licenses required by law to carry out this Implementing Arrangement.
- D. Any dispute concerning the interpretation of this Implementing Arrangement shall be settled by mutual agreement of the Parties.

ARTICLE XII

FINAL PROVISIONS

- A. This Implementing Arrangement shall enter into force upon signature and shall remain in force for five (5) years or so

- 13 -

long as the Umbrella Agreement remains in force, whichever is shorter. Unless one of the Parties notifies the other Party in writing of its intention to terminate this Implementing Arrangement at least three months before its expiration, this Implementing Arrangement shall be automatically extended for another 5-year period and may be amended or extended by written agreement of the Parties so long as the Umbrella Agreement remains in force.

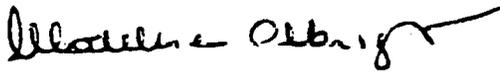
- B. The Executing Bodies may continue all activities initiated but not completed at the expiration or termination of this Implementing Arrangement until their completion as mutually agreed in writing by the Parties.

- C. Either Party may terminate this Implementing Arrangement at any time upon six-months advance written notification. Such termination shall be without prejudice to the rights that may have accrued to either Party under this Implementing Arrangement up to the date of termination.

- 14 -

DONE at Brasilia, D.F., in duplicate, this 14th day of
October, 1997 in the English and Portuguese languages, each text
being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF THE
FEDERATIVE REPUBLIC OF BRAZIL:

