

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND THE ROYAL MINISTRY OF PETROLEUM AND ENERGY OF
THE KINGDOM OF NORWAY
ON
COLLABORATION IN THE FIELD
OF
ENERGY RESEARCH, DEVELOPMENT AND DEMONSTRATION**

The Department of Energy of the United States of America and the Royal Ministry of Petroleum and Energy of the Kingdom of Norway (hereinafter referred to as the Parties);

Wishing through this Memorandum of Understanding (hereinafter referred to as the Memorandum) to enhance relations between their respective countries in the area of energy research, development and demonstration (RD&D); and

Determined to further develop cooperation in the promotion of scientific and technological activities in a broad range of energy fields, for the benefit of both Parties' countries and of the international community;

Hereby agree as follows:

1. Scope

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

- a. Fossil energy, including carbon sequestration, hydrogen and clean fuels, and new energy technologies;
- b. Energy efficiency;
- c. Renewable energy; and
- d. Other fields as the Parties may agree to in writing.

2. Forms of Cooperative activities

2.1 Cooperative activities under this Memorandum may be undertaken by:

- a. The Parties

or

- b. laboratories, research institutions, universities or contractors of the Parties.

2.2 Cooperative activities may include:

- a. meetings between the Parties with the aim of exchanging views on overall energy, market and technology perspectives, and jointly identifying mechanisms to foster productive and future-oriented partnerships between the public and private sectors of the United States and Norway in the field of energy RD&D;
- b. meetings and projects between firms (public and private), or between firms and laboratories, research institutions and academia aimed at identifying areas of common interest, and to explore and engage in co-operative activities to promote the acceleration of demonstration and use of state of the art technology and research-results as well as to enhance industrial relevance of scientific activities;
- c. meetings and projects between various research institutions, laboratories or academia to discuss and exchange information on scientific and technological aspects of general or specific energy RD&D subjects, and to identify research and development projects and programs that may be usefully undertaken on a cooperative basis;
- d. visits and exchanges of scientists, technical personnel and other experts on general or specific Energy RD&D subjects.

3. Project Agreements

Detailed provisions for carrying out the specified forms of cooperation, including, as appropriate, such matters as technical scope, exchange of personnel, equipment, samples and materials, exchange of proprietary information, the protection and allocation of intellectual property, management, total costs, cost sharing, and schedule, shall be subject to individual written agreements between the entities identified in Section 2.1.

4. Management

- 4.1 To supervise the cooperation under this Memorandum, each Party shall designate a Lead Co-coordinator. Each Party shall also designate a Technical Co-coordinator to assist the Lead Co-coordinator in carrying out activities under this Memorandum. In addition, the Parties shall designate an official or officials responsible for collaboration in each of the technical fields of cooperation identified in Section 1.
- 4.2 The Lead Co-coordinators shall on the behalf of the Parties or together with representatives from the Parties, meet annually, or as otherwise jointly decided, alternately in the United States or Norway. At the meetings, the Lead Co-coordinators shall evaluate the status of cooperation under this Memorandum in conjunction with the Parties. This evaluation shall include a review of the past year's activities and accomplishments, and of the activities planned for the following year within each of the technical fields of cooperation. The Technical Co-coordinators may participate in these activities at the discretion of the Lead Co-coordinators.

5. Funding

- 5.1 Unless jointly approved in writing, any cost arising from collaboration between the Parties shall be borne by the Party that incurs them.
- 5.2 Collaboration under this Memorandum shall be subject to the availability of appropriated funds.

6. General Provisions

- 6.1 Each Party shall conduct the activities provided for in this Memorandum in accordance with the laws and regulations of its respective country.
- 6.2 Any dispute concerning the interpretation or application of this Memorandum shall be settled by consultations between the Parties.

7. Term, amendment and termination of the Memorandum

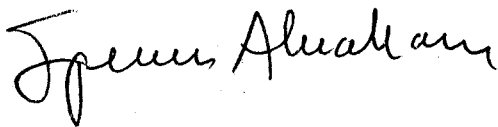
- 7.1 This Memorandum shall enter into force upon signature, and remain in force for five (5) years. It shall automatically be extended for consecutive periods of five years, unless it is terminated by the Parties according to the provisions of this Memorandum.

7.2 Either Party may terminate the Memorandum at any time upon ninety (90) days written notice to the other Party. Termination of this Memorandum shall not affect the completion of activities initiated prior to such termination.

7.3 This Memorandum may be amended at any time by written agreement of the Parties.

Signed in Amsterdam, the Netherlands this 23rd day of May, 2004, in duplicate.

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



FOR THE ROYAL MINISTRY OF
PETROLEUM AND ENERGY OF
THE KINGDOM OF NORWAY:

