

**AGREEMENT**  
**BETWEEN**  
**THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA**  
**AND**  
**THE MINISTRY OF INDUSTRY, COMMERCE AND HANDICRAFT**  
**OF THE ITALIAN REPUBLIC**  
**IN THE FIELD OF ENERGY RESEARCH AND DEVELOPMENT**

Whereas the Government of the United States of America and the Government of the Italian Republic are parties to the Agreement for Scientific and Technological Cooperation of April 1, 1988, as amended and extended.

Whereas the United States Department of Energy (hereinafter "DOE") and the Ministry of Industry, Commerce and Handicraft of Italy (hereinafter "MICA") (hereinafter "the Parties") concluded a Memorandum of Understanding in the field of Energy Research and Development on December 5, 1985, including the May 2, 1990 Implementing Agreements on energy policy consultations and enhanced joint collaboration and exchange of information, (hereinafter "the 1985 Agreement"), which expired on December 5, 1991 and;

Whereas the Parties believe that the cooperative activities in the field of research and development, information exchange and consultation on energy policy undertaken pursuant to the 1985 Agreement and the 1990 Implementing Agreements were mutually beneficial.

Whereas the Parties have a common interest in continuing activities pursuant to the Implementing Agreements under the 1985 Agreement, which are not yet completed and in undertaking new cooperative activities in the field of energy research and development by entering into a new Agreement;

Now therefore the Parties agree as follows:

**ARTICLE 1**

The objective of cooperation under this Agreement is to:

- continue, for the mutual benefit of the Parties, the balanced exchange of energy technology information related to various energy fields, such as fossil energy, renewable energy, energy efficiency, nuclear energy, and other basic energy sciences;

- conduct related joint research and development and joint planning activities which will be further defined in project annexes to this Agreement; and

- continue periodic bilateral energy policy consultations as defined in the 1990 Implementing Agreements.

## ARTICLE II

Cooperation under this Agreement may include, but is not limited to the following:

1. Exchange of scientific and technical information, and results and methods of research and development on a periodic basis in a manner agreed to by the Coordinators designated by Article III;
2. Organization of seminars and other meetings on agreed energy topics in the areas enumerated in Article I in a manner agreed to by the Coordinators;
3. Survey visits by specialists to the energy research facilities or projects of the other Party at the invitation of the host institution;
4. Exchange of materials, instruments, components, and equipment for testing;
5. Exchange of personnel for participation in agreed research, development, demonstration, analysis, design, experimental, and training activities;
6. Joint projects in the form of experiments, tests, design analysis, or other technical collaborative activity;
7. Joint funding of specific research and development projects which may be undertaken in connection with other qualified organizations or persons in a manner agreed to by the Coordinators;
8. Joint funding of specific demonstration activities and dissemination of the results of such projects; and
9. Other such forms of cooperation as may be proposed and jointly agreed in writing by the Parties.

**ARTICLE III**

1. A Coordinator shall be designated by each Party to supervise the implementation of this Agreement. As mutually agreed, the Coordinators shall meet to evaluate all aspects of the cooperation under this Agreement. These meetings shall be held alternately in the United States and Italy.
2. The Coordinators shall approve and monitor all cooperative activities to be carried out under this Agreement.
3. The Coordinators shall review and evaluate any newly proposed activities and the status of cooperation under this Agreement. They also shall give appropriate guidance and directions to subcommittees, as defined in Article III, paragraph 4, and the project managers of activities developed under this Agreement. If so requested, the Coordinators may give advice to the Parties regarding the progress and future of the cooperative activities established under this Agreement.
4. The Coordinators shall, as necessary and appropriate, establish separate subcommittees in any of the areas of cooperation to facilitate implementation of projects which may be undertaken in those areas.

**ARTICLE IV**

1. Proposals for cooperation under this Agreement may be presented by either Party or its designated representatives to the Coordinators for approval.
2. Each cooperative activity which is approved by the Coordinators shall be described in writing in a Project Annex to this Agreement. Such Annexes shall contain detailed procedures for the implementation of the cooperative activity, including but not limited to the contributions by each Party (costs and cost-sharing), schedules, and responsibilities of each Party.
3. No cooperative activity shall be undertaken by the Parties until a Project Annex has been concluded by the Parties.

4. Each Project Annex concluded by the Parties shall be subject to and refer to this Agreement.
5. Implementing project agreements, which were entered into pursuant to the 1985 Agreement and have not been completed, shall continue to apply subject to this Agreement.

#### ARTICLE V

The following provisions shall apply concerning exchanges of equipment pursuant to this Agreement:

1. By mutual agreement, a Party may provide equipment to be utilized in a joint activity. In such case, the sending Party shall supply, as soon as possible, a detailed list of the equipment to be provided together with the relevant specifications and appropriate technical documentation related to the use, maintenance, and repair of the equipment.
2. Title to the equipment and necessary spare parts supplied by the sending Party for use in joint activities shall remain in the sending Party, and the property shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed.
3. Equipment provided pursuant to this Agreement shall be brought into operation at the host establishment only by agreement of the Parties.
4. The host establishment shall provide the necessary premises for the equipment, shall provide for utilities such as electric power, water, and gas, and normally shall provide materials to be tested, in accordance with the agreed technical requirements.
5. The responsibility and expenses for the transport of equipment and materials from the United States of America by plane or ship to an authorized port of entry in Italy convenient to the ultimate destination, and also responsibility for its safekeeping, and insurance en route, shall rest with DOE.
6. The responsibility and expenses for the transport of equipment and materials from Italy by plane or ship to an authorized port of entry in the United States of America convenient to the ultimate destination, and also responsibility for its safekeeping and insurance en route, shall rest with Italian organizations designated by MICA for each Annex.

7. Equipment provided pursuant to this Agreement for use in joint activities shall be considered to be scientific, not having a commercial character, and each Party shall make its best effort to obtain duty free entry.

#### ARTICLE VI

The following provisions shall apply concerning exchanges of personnel under this Agreement:

1. Whenever an exchange of personnel is contemplated, each Party shall ensure the selection of adequate personnel with skills and competence necessary to conduct the activities planned under this Agreement. Each such exchange of personnel shall be mutually agreed in advance by an exchange of letters between the Parties, referencing this Agreement and pertinent intellectual property provisions.
2. Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff or its contractors.
3. Each Party shall pay for the travel and living expenses of its staff or its contractors when staying at the establishment of the host Party, unless otherwise agreed.
4. Each Party shall arrange for adequate accommodations for the other Party's staff or its contractors (and their families) on a mutually agreeable, reciprocal basis.
5. Each Party shall provide all necessary assistance to the staff of the other Party or its contractors as regards administrative formalities.
6. The staff of each Party or its contractors shall conform to the general rules of work and safety regulations in force at the host establishment.

#### ARTICLE VII

1. Unless otherwise agreed, all costs resulting from cooperation pursuant to this Agreement shall be the responsibility of the Party that incurs them.
2. Each Party shall conduct the activities provided for in this Agreement, and its Annexes subject to its applicable laws and regulations; activities under and

pursuant to this Agreement and Annexes shall be subject to the availability of appropriated funds.

3. Each Party shall use its best efforts to obtain all permits and licenses required by the applicable laws and regulations for the implementation of this Agreement and its Annexes.

#### **ARTICLE VIII**

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Agreement, and for the protection of information and equipment for national security reasons, are set forth in Annexes I and II to this Agreement, which constitute integral parts of this Agreement.

#### **ARTICLE IX**

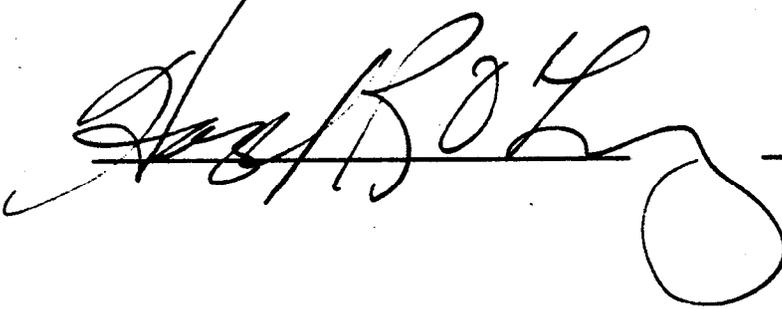
1. This Agreement shall enter into force when the Parties notify each other, through diplomatic channels, that they have satisfied respective approval procedures and shall remain in force for five (5) years. The Agreement shall be renewed automatically for one additional 5-year period unless either Party informs the other in writing at least six (6) months prior to the date of expiration.
2. This Agreement may be amended or extended by mutual written agreement of the Parties. This Agreement may be terminated upon one (1) year's advance notification in writing by either Party. Such termination shall be without prejudice to any rights and interests which may have accrued under this Agreement to either Party prior to termination.
3. All joint efforts and experiments not completed at the expiration or termination of this Agreement may be

continued until their completion under the terms of this Agreement.

Done at Florence, in duplicate, in the English and Italian languages, each text being equally authentic, this 26th day of May, 1995.

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

FOR THE MINISTRY OF INDUSTRY,  
COMMERCE AND HANDICRAFT OF THE  
ITALIAN REPUBLIC:

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and appears to be the name of a representative from the US Department of Energy.A smaller, more legible handwritten signature in black ink, written over a horizontal line. The signature appears to be the name of a representative from the Italian Ministry of Industry, Commerce and Handicraft.

**ANNEX I**  
**INTELLECTUAL PROPERTY**

Pursuant to Article VIII of this Agreement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant Annexes. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

**I SCOPE**

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

C. This annex addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

D. Disputes concerning intellectual property arising under this Agreement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees.

E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

**II ALLOCATION OF RIGHTS**

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in section II (A) above, shall be allocated as follows:

1. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive treatment with regard to intellectual property rights under the policies of the host institution as applied to the nationals of the country to which the institution belongs. In addition, each visiting researcher named as an inventor shall be entitled to national treatment with regard to any royalty earned by the host institution from the licensing of such intellectual property.

2. (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or personnel have agreed in advance on the scope of work, the Parties or their participants shall share in the costs and benefits, and shall jointly develop a technology management plan together with a joint research program. In addressing the allocation of rights to such intellectual property, the technology management plan shall consider the relative contributions of the parties and their participants, the benefits of exclusive licensing by territory or for fields of use, requirements imposed by the Parties' domestic laws, and other factors deemed appropriate.

(b) If the Parties or their participants cannot reach agreement on a joint technology management plan within a reasonable time not to exceed six months from the time a Party becomes aware of the creation of the intellectual property in question, each Party may designate one co-exclusive licensee to have world-wide rights. Each Party shall notify the other two months prior to making a designation under this paragraph. When both Parties (or their licensee) exploit the intellectual property in a country, they shall share equally the reasonable cost of intellectual property protection in that country.

(c) A specific program of research will be regarded as joint research for purposes of allocating rights to intellectual property only when it is designated as such in the relevant implementing arrangement, otherwise the allocation of rights to intellectual property will be in accordance with paragraph II (B) (1).

(d) Notwithstanding paragraph II (B) (2) (a) and (b), if a type of intellectual property is available under the laws of one Party but not the other Party,

the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide, unless the Parties agree otherwise. Persons named as inventors of the intellectual property shall nonetheless be entitled to royalties earned from the licensing of the intellectual property.

### **III. BUSINESS-CONFIDENTIAL INFORMATION**

In the event that information identified in a timely fashion as business-confidential is furnished or created under the Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has previously made the information available without imposing in a timely manner an obligation to keep it confidential.

**ANNEX II**  
**SECURITY OBLIGATIONS**

Both Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information and equipment and shall, if appropriate, amend this Agreement to incorporate such measures.