

**AGREEMENT**  
**BETWEEN THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA**  
**AND**  
**THE SECRETARIAT OF ENERGY OF THE UNITED MEXICAN STATES**  
**FOR ENERGY COOPERATION**

**WHEREAS**

The Department of Energy (DOE) of the United States of America and the Secretariat of Energy (SE) of the United Mexican States, hereinafter referred to as the "Parties":

Have a mutual interest in strengthening bilateral collaboration between their two countries in the development, application, and sustainable and improved use of renewable energy and energy efficiency technologies and fossil energy technologies;

Recognize the importance of exchanging information, experiences and points of view regarding the development and analysis of energy systems information, the design, development and implementation of regulations related to energy, planning for the energy sector, the development and promotion of markets and the dissemination of technologies in this field;

Desire to promote regional energy cooperation through information and technology exchange, analysis and forecasting through cooperative activities, joint projects, and the creation of opportunities for trade and investment;

Recognize the contribution of the improved use of renewable energy, energy efficiency and fossil energy technologies to increasing energy diversity, increasing energy security,

promoting sustainable development, and promoting opportunities for economic exchange; and, whereas,

In the Joint Statement of Intent signed on April 10, 1995, the Parties declared their mutual intention to enter into bilateral negotiations on the matter of energy cooperation within the framework of the Agreement for Scientific and Technical Cooperation between the Government of the United States of America and the Government of the United Mexican States, signed on June 15, 1972, as amended;

The Parties hereby agree as follows:

#### **ARTICLE 1**

#### **SCOPE AND OBJECTIVES**

A. The objectives of this Agreement are to develop a framework for cooperation between the Parties to facilitate the establishment of collaborative activities in the fields of research, development and commercialization to promote improved use of renewable energy and energy efficiency and fossil energy technologies, giving due consideration to environmental concerns, as well as to exchange, develop, and analyze energy strategies and regulatory criteria and to encourage the promotion of energy trade opportunities. Each Party shall conduct activities under this Agreement subject to its respective laws, regulations, policies, and statutory authority.

B. The activities undertaken under this Agreement are intended

to result in substantial mutual benefit to the Parties, their citizens, and their respective energy industries. Such activities shall be conducted on the basis of equality, reciprocity, and mutual benefit to the Parties.

## ARTICLE 2

### FORMS OF COOPERATION

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

1. Exchange of data, analysis, forecasts and methodology of the respective energy sectors of the Parties on a regular basis in accordance with Article 6. This may include both short-term and long-term forecasts and analyses;
2. Exchange of information in accordance with Article 6 and collaboration on joint studies or projects to facilitate energy planning, development of regulatory criteria, and promotion of trade opportunities that foster greater productivity, efficiency and sustainability in the energy sector
3. Implementation, monitoring, evaluation, and documentation of selected projects, including their potential commercial applications and taking into account environmental benefits in accordance with Article 5;
4. Development of educational materials and training activities designed to strengthen institutional capabilities and to promote a more widespread and improved utilization of renewable energy,

- energy efficiency, and fossil energy technologies;
5. Planning and implementation of selected energy needs assessments and joint projects involving the broader deployment, integration and institutionalization of the improved use of renewable energy, energy efficiency and fossil energy technologies to meet national energy-related objectives in accordance with Article 5;
  6. Cooperation on renewable energy resource assessment and integrated resource planning in accordance with Article 5;
  7. Distribution and publication of economic and technical information to the public in support of the Parties' efforts in the application of measures to improve the use of renewable energy, energy efficiency and fossil energy technologies, in accordance with Article 6;
  8. Exchanges of personnel for participation in agreed project activities conducted in facilities and enterprises of each of the Parties, or of the contractors or affiliates of each of the Parties, for agreed periods of time in accordance with Article 3;
  9. Joint undertaking of information distribution and publication, in accordance with Article 6, training, and technical assistance activities to support other countries' efforts to improve the application of renewable energy, energy efficiency and fossil energy technologies;
  10. The implementation of training and exchange programs for public and private sector energy personnel;
  11. Use by one Party of the facilities and equipment owned or operated by the other Party for an activity related to a specific

- project carried out in accordance with Article 5;
12. Assistance in the purchase, lease, or loan of equipment needed to carry out specific projects formalized within the scope and objectives of this Agreement;
  13. The exchange of information and cooperation to identify private and public sources of support for the development of studies, energy analyses and implementation of specific demonstration or commercialization projects in the areas of renewable energy and energy efficiency, and to promote the improved use of fossil fuels with the participation of entities from both countries and using when appropriate, any support available from international organizations;
  14. Joint projects in which the Parties agree to share the work and/or costs. Each such joint project shall be the subject of a separate written project annex in accordance with Article 5;
  15. Executing joint studies, projects (including pilot projects) or experiments including their joint design, construction and operation pursuant to Article 5; and
  16. Other specific forms of cooperation mutually agreed to between the Parties in writing.

### **ARTICLE 3**

#### **ASSIGNMENT OF PERSONNEL**

- A. With respect to the assignment of personnel to participate in activities under this Agreement by one of the Parties to the other

Party or to contractors or affiliates of the other Party, each Party shall ensure that personnel selected have the skills and competence necessary to conduct the activities planned under this Agreement.

B. Each assignment of personnel shall be the subject of a separate written project annex between the Parties in accordance with Article 5.

C. Each Party shall be responsible for the salaries, insurance and allowances to be paid to its staff or its contractors, unless otherwise agreed in writing.

D. Each visiting Party shall pay for the travel and living expenses of its personnel or its contractors while at an establishment of the host Party, unless otherwise agreed in writing.

E. Each Party shall provide appropriate assistance to the visiting personnel of the other Party, or of the contractors or affiliates of the other Party (including their accompanying families, if applicable) as regards matters such as accommodations and administrative formalities related to travel arrangements on a mutually agreeable, reciprocal basis.

F. The visiting personnel of each Party, or of its contractors or affiliates, shall conform to the general and special rules of work and safety regulations and procedures in force at the host institution, or as agreed in a separate personnel assignment agreement.

**ARTICLE 4**  
**COORDINATION**

A. Each Party shall designate a senior government official to serve as its Principal Coordinator to supervise and coordinate the planning, performance, evaluation and approval of the activities carried out under this Agreement. The Principal Coordinators may designate Technical Coordinators as necessary to carry out activities under this Agreement.

B. The Principal Coordinators shall meet at least annually to review and analyze the progress of cooperative activities under this Agreement and shall issue written reports on these activities. In addition, the Principal Coordinators shall report to the Binational Commission and to the Mixed Commission established by the Agreement on Scientific and Technical Cooperation between the United States and Mexico, signed on June 15, 1972 as amended.

**ARTICLE 5**  
**PROJECT ANNEXES**

Except for the exchange of nonconfidential and nonbusiness-confidential information and short term visits, the implementation of collaborative activities under Article 2 shall be based on written project annexes which shall be governed by this Agreement. Each such project annex will be in accordance with the respective laws,

regulations and policies of the Parties' countries and the statutory authority of each Party. Each project annex shall cover such matters as scope and objectives, work plans and schedules, cost estimates, cost sharing, personnel assignment, access to facilities, use and exchange of equipment, treatment of confidential information, treatment of business-confidential information, national security obligations and other matters as required by the specific nature of projects and agreed upon by the Parties.

#### **ARTICLE 6**

#### **INFORMATION**

A. Each Party, in accordance with its statutory authority, shall make available to the other Party relevant information that it has a right to disclose under applicable domestic laws and regulations provided that the information is reasonably accurate and is adequately documented. The Parties shall not exchange confidential or business-confidential information, unless otherwise agreed in writing. The Parties agree that information exchanged under this Agreement which is not confidential, or business-confidential information as defined under this Article, may be given wide distribution.

B. The application or use of any information provided, exchanged or developed by the Parties shall be the responsibility of the Party receiving the information, and the transmitting Party does not warrant the suitability of such information for any particular use or

application.

C. In the event that information identified in a timely fashion as business-confidential is exchanged, furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, statutory authority and administrative practices. Information may be identified as business-confidential if a person or institution 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 not previously made the information available without imposing in a timely manner an obligation to keep it as confidential.

D. No provision of this Agreement shall oblige any Party to allow access to information restricted for extraordinary reasons or when considered by a Party as essential to national security, the safeguarding of national resources, or the competitiveness of public or private companies, research institutions or laboratories. Each Party and its participants shall protect information which is confidential in accordance with applicable laws, regulations, statutory authority and administrative practices.

**ARTICLE 7**

**INTELLECTUAL PROPERTY**

Provisions for the protection and allocation of intellectual property are set forth in the Annex on Intellectual Property to this Agreement, which forms an integral part of this Agreement and applies to all activities carried out under this Agreement.

**ARTICLE 8**

**SECURITY OBLIGATIONS**

A. Should an activity, information, facilities or equipment to be shared, or any anticipated result of cooperative activity undertaken pursuant to this Agreement require protection in the interests of national security or foreign relations of a Party, that Party shall so notify the other prior to undertaking the activity or sharing the information or equipment or allowing facility access. The Parties shall consult to identify and agree upon appropriate measures for protection in these cases, in accordance with Article 5.

B. In the event of disagreement during consultations referred to in paragraph A above, each Party shall retain its right not to provide the equipment or allow access to the facilities involved. Whereupon the Parties agree to search for alternative actions by which the relevant project may be undertaken pursuant to this Agreement or else agree not to undertake the said project or activity.

C. The use of equipment and the granting of access to facilities owned by private companies shall be subject to the formal concurrence of such companies and shall be performed in accordance with Article 5.

## **ARTICLE 9**

### **FUNDING**

Except when otherwise mutually agreed to in writing in a project annex under Article 5 of this Agreement, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them. Each Party shall conduct the activities provided for in this Agreement subject to its applicable laws, regulations and statutory authority and shall provide financial resources subject to the availability of appropriated funds and personnel. The Parties shall establish the terms and conditions for the financing of each particular activity before commencing such activity.

## **ARTICLE 10**

### **SETTLEMENT OF DISPUTES**

All questions related to the interpretation of this Agreement shall be resolved by mutual agreements of the Parties.

ARTICLE 11

ENTRY INTO FORCE, AMENDMENT AND TERMINATION

A. This Agreement shall enter into force on the date of signature and shall continue in force for a period of five (5) years, unless otherwise modified or terminated pursuant to the terms herein.

B. This Agreement may be amended or extended by written agreement of the Parties.

C. Either Party may terminate this Agreement upon 90 days written notification. Termination of this Agreement shall not affect the completion of any activities agreed to in writing during the term of this Agreement.

Done at Mexico City, this 7<sup>th</sup> day of May, 1996 in the English and Spanish languages, each text being equally authentic.

  
FOR THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF AMERICA

  
FOR THE SECRETARIAT OF ENERGY  
OF THE UNITED MEXICAN STATES

**ANNEX ON  
INTELLECTUAL PROPERTY**

A. The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant project 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 on Intellectual Property under this Agreement.

B. SCOPE

1. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.
2. 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.

3. This Annex addresses the allocation of rights and interests 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.
4. 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. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of United Nations Commission on International Trade Law shall govern.
5. Termination or expiration of this Agreement shall not affect rights or obligations related to intellectual property under this Annex.

C. ALLOCATION OF RIGHTS

1. 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. This paragraph shall not be construed to cancel or prejudice copyrights that may legally accrue to an author involved in activities arising under this Agreement, when the translated, reproduced and/or distributed material is being commercially exploited. Use of copyrighted works by the Parties under this provision will not constitute commercial exploitation.

2. Rights to all forms of intellectual property, other than those rights described in Paragraph C.1 above, shall be allocated as follows:

(a) Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the

rules of the host institution or legislation of the host country. In addition, each visiting researcher named as an inventor shall be entitled to awards, bonuses, benefits, or any other rewards, in accordance with the policies of the host institution.

(b) (i) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. Rights and interests in third countries will be determined in the relevant project annexes. If research is not designated as "joint research" in the relevant project annexes, rights to intellectual property arising from the research will be allocated in accordance with paragraph C.2.(a) above. In addition, each person named as an inventor shall be entitled to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institutions.

(ii) Notwithstanding paragraph C.2.(b)(i), 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. Persons named as inventors of property shall nonetheless be entitled to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institutions.