

PROJECT ANNEX 2

COOPERATION IN THE FIELD OF ENERGY EFFICIENCY

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

TAKING INTO ACCOUNT the provisions of the 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 to facilitate the development, application, and sustainable and improved use of renewable energy and energy efficiency technologies and fossil energy technologies signed on May 7, 1996, hereinafter referred to as “the Agreement”;

RECOGNIZING the contribution of energy efficiency technologies and programs that promote their use to enhance environmental protection, energy security, and expand opportunities for international trade; and

MINDFUL that they will mutually benefit by working together to accelerate the development and use of energy efficiency technologies, in accordance with Article 5 of the Agreement;

Have agreed as follows:

ARTICLE 1

OBJECTIVES

The objectives of this Annex are to promote the deployment and use of energy efficiency technologies in Mexico with the support of the U.S. energy efficiency industry and to demonstrate the technical and economic feasibility of energy efficiency technologies to the Mexican citizens.

ARTICLE 2

SCOPE

The Parties agree that the scope for cooperation may include, but is not limited to, developing and implementation of projects relating to:

1. Collaboration in the design and development of government programs, aimed at the voluntary participation of the private sector, to promote the use of energy efficiency technologies.
2. Collaboration in the design and development of programs for government procurement programs that promote the use of energy **efficiency** technologies.
3. Collaboration in the development, implementation and harmonization of test procedures for appliances, motors and other equipment; sharing of lessons learned in regard to establishing labels and energy efficiency standards for those products; sharing of lessons learned in the development and implementation of building energy-codes; and investigation into the possibility of harmonizing energy efficiency standards and building codes with consideration given to internationally developed building energy codes such as the International Code Council.
4. Collaboration in the training in energy efficiency technologies and delivery mechanisms of researchers, engineers, architects, builders, managers, and technicians in the government, academic, manufacturing, utility and construction sectors.
5. Collaboration in the benchmarking of energy efficiency in energy intensive industrial sectors and buildings.
6. Cooperation in the development of energy services companies and the promotion of their activities.
7. Cooperation in the development of financing packages for energy efficiency projects,
8. Cooperation in the development of web sites, conduct of seminars and workshops, and sharing of information in all formats on all aspects of development of energy efficient technologies, design of energy efficiency policies, transformation of markets toward greater energy efficiency, and promotion of energy efficiency in general.
9. Collaboration in the development of monitoring, evaluation and verification of energy efficiency projects and programs.

10. Collaboration in promoting energy efficiency in the U.S./Mexico border region.

ARTICLE 3

MANAGEMENT

The collaboration under this Annex will be managed by the Principal Coordinators pursuant to Article 4 of the Agreement and will be subject to the provisions of the Agreement. The United States Agency for International Development (USAID), the United States Environmental Protection Agency (USEPA), the Comisión Nacional para el Ahorro de Energía (CONAE) and Instituto de Investigaciones Eléctricas (IIE) will participate and (or) lead cooperative activities under this Annex. The participation of these organizations will be coordinated with the Principal Coordinators pursuant to Article 4 of the Agreement and will be subject to the provisions of the Agreement. These participating organizations may name technical representatives, as appropriate, to coordinate and implement specific projects under this Annex.

Technical representatives will report the progress of activities as necessary to the Principal Coordinators. A detailed work plan will be developed for each specific project. Workplans will include schedules, cost estimates, cost sharing, personnel assignments, access to facilities, use and exchange of equipment, and other matters as required by the specific nature of the project.

ARTICLE 4

INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND BUSINESS-CONFIDENTIAL INFORMATION

Protection and allocation of intellectual property is subject to the Agreement Annex on Intellectual Property. Provisions for the treatment of confidential and business-confidential information are set forth in Article 6 of the Agreement.

Any scientific and technical information transmitted by one Party to another Party under this Annex shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the scientific and technological information transmitted for any particular use or application by the receiving Party or any third party.

GENERAL

Except when otherwise agreed in writing, all costs resulting from cooperation under this Annex will be borne by the Party that incurs them. It is understood that the ability of each Party and the other participating organizations to carry out their obligations under this Annex is subject to the availability of appropriated funds and personnel and to the respective applicable laws and regulations of the countries of the Parties.

ARTICLE 6

ENTRY INTO FORCE AND TERMINATION

This Annex shall enter into force upon signature and shall remain in force for three years, unless the Agreement is terminated.

This Annex may be amended or extended by mutual consent of the Parties. Such amendments shall be in writing and shall specify the date on which they enter into force.

This Annex may be terminated at any time by either Party upon six months written notice to the other Party.

Signed in duplicate, at Washington, this 10th day of June 1998, in the English and Spanish languages.

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



FEDERICO PEÑA
SECRETARY OF ENERGY

FOR THE SECRETARIAT OF ENERGY
OF THE
UNITED MEXICAN STATES:



LUIS TELLEZ KUENZLER
SECRETARY OF ENERGY