

**AGREEMENT
BETWEEN
THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF ENERGY, MINES AND INDUSTRY
OF THE REPUBLIC OF SENEGAL
ON COOPERATION IN
ENERGY POLICY, SCIENCE AND TECHNOLOGY,
RESEARCH AND DEVELOPMENT**

PREAMBLE:

The Department of Energy of the United States of America and the Ministry of Energy, Mines and Industry of the Republic of Senegal (hereinafter referred to as the “Parties”):

Having signed a Memorandum of Understanding on April 2, 1998, affirming their intent to cooperate on energy policy, science and technology, research and development activities;

Sharing a mutual interest in increasing the effectiveness of their programs of energy policy, science and technology, research and development and in pursuing related cooperation between their two organizations;

Believing that increased international cooperation in energy policy, science and technology, research and development consultations will promote the accomplishment of mutually beneficial objectives;

Desiring to establish closer relationships between scientific, technological, commercial and industrial organizations within the United States of America and the Republic of Senegal;

Recognizing that energy security and the quality of life can be enhanced through the effective and environmentally-sound utilization of energy sources; and

Further recognizing that cooperation to support such utilization of energy sources would promote increased economic interaction, including investments, facilitate technology transfer, accelerate the commercialization of energy systems and products, and expand opportunities for international trade between the United States of America and the Republic of Senegal and with other West African nations;

Have agreed as follows:

ARTICLE 1 OBJECTIVE

The objective of this Agreement is to facilitate and establish cooperative activities by the Parties. Cooperation shall be conducted on the basis of mutual benefit, equality, and reciprocity.

ARTICLE 2 AREAS OF COOPERATION

The areas of the cooperation under this Agreement may include, but are not limited to, the following:

- 2.1. Energy efficiency and renewable energy, including assistance in the drafting of industrial and building standards and utilization of photovoltaic energy for rural electrification and water management;
- 2.2. Fossil energy, including clean power generation and the identification of private sector participants in oil and gas seismic and other exploratory activities;
- 2.3. Environmental management, including natural resources management and utilization of energy technologies, particularly cost-effective technologies aimed at reducing emissions of greenhouse gases and minimizing environmental impacts;
- 2.4. Energy sector regulation, including assistance with policy analysis and formulation, development, and implementation, and privatization and restructuring;
- 2.5. Power project development; and
- 2.6. Such other technology areas as may be agreed to by the Parties.

ARTICLE 3 FORMS OF COOPERATION

The forms of cooperation in the areas specified in Article 2 of this Agreement may include, but are not limited to, the following:

- 3.1. Exchange of scientists, engineers and other specialists for participation in agreed research, development, analysis, design, and experimental activities conducted in research centers, laboratories, and other facilities and enterprises of the Parties;
- 3.2. Organizing and participating in seminars on specific mutually agreed topics;

- 3.3. Promoting the development, demonstration, and utilization of energy technologies that are economically competitive and environmentally acceptable;
- 3.4. Sharing relevant information and practical experience in energy fields;
- 3.5. Assisting in capacity building through training, joint government-industry activities and faculty and student exchanges and tours, and development and transfer of skills and technology to support human resources development, policy development and institutional infrastructure development;
- 3.6. Joint projects in which the Parties agree to share work and/or costs; and
- 3.7. Such other forms of cooperation within the scope of this Agreement as the Parties may agree.

ARTICLE 4 MANAGEMENT

- 4.1. Each Party shall name a Principal Coordinator to supervise activities under this Agreement. The Principal Coordinators shall consult annually and meet periodically to evaluate the status of cooperation under this Agreement. Evaluations will include a review of accomplishments, impediments, and effectiveness of activities under this Agreement. The Principal Coordinators also will consider future program opportunities with a view to maximizing the mutual benefits of cooperation.
- 4.2. With the prior approval of the Parties, the Principal Coordinators may appoint Technical Coordinators to manage specific cooperative activities initiated under this Agreement to establish and maintain working contacts at the staff level.

ARTICLE 5 IMPLEMENTING ARRANGEMENTS

When the Parties agree to undertake any form of cooperation under this Agreement, the Parties may conclude an implementing arrangement, which shall be annexed to and subject to the terms of this Agreement. Each implementing arrangement should include detailed provisions for conducting and managing the cooperation, and should cover such matters as technical scope, total costs, cost-sharing between the Parties, project schedule, exchange of equipment, and any provisions necessary for treatment of business-confidential information, intellectual property, and information disclosure specific to the project. Activities under an implementing arrangement may involve the participation of laboratories or contractors of each Party as mutually agreed to by the Parties, in writing.

ARTICLE 6
EXCHANGE OF PERSONNEL

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

- 6.1. Each Party shall ensure that qualified personnel are selected for assignment to the other Party.
- 6.2. Each Party shall be responsible for the payment of salaries, travel, and living expenses of its personnel while on assignment to the host or receiving Party, unless otherwise agreed in the specific implementing arrangement;
- 6.3. The receiving Party shall arrange accommodations for the assigned personnel of the sending Party or its contractors (and their families) on a mutually agreeable, reciprocal basis;
- 6.4. The receiving Party shall provide appropriate assistance to the assigned personnel and their families regarding administrative formalities (e.g. acquiring visas); and
- 6.5. Each Party shall ensure that its staff and the staff of its contractors shall conform to the work and safety regulations in force at the host establishment.

ARTICLE 7
USE OF EQUIPMENT

The U.S. Department of Energy may provide equipment to the Senegalese Ministry of Energy, Mines and Industry of the Republic of Senegal. Such use of U.S. Government-owned property shall be subject to a written agreement between the Parties. The U.S. Department of Energy shall retain title to equipment provided under this Agreement.

ARTICLE 8
PARTICIPATION

- 8.1. In conjunction with the Department of Energy, it is anticipated that the Agency for International Development of the United States will participate in certain cooperative activities under this Agreement.
- 8.2. The Parties may invite additional public or private organizations in the country of either Party to participate in activities under this Agreement at their own expense and in accordance with terms and conditions specified by the Parties.

ARTICLE 9
INTELLECTUAL PROPERTY AND INFORMATION

- 9.1. Annex 1 sets forth provisions for the protection and distribution of intellectual property created or furnished in the course of activities under this Agreement, and for the protection of business-confidential information. Annex I constitutes an integral part of this Agreement.
- 9.2. Each Party represents that any scientific and technical information provided to the other Party under this Agreement shall be accurate to the best of its knowledge and belief; however, neither Party warrants the suitability of the information for any particular use or application by the receiving Party or by any third party.

ARTICLE 10
GENERAL PROVISIONS

- 10.1. Unless otherwise specifically agreed in writing, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.
- 10.2. Each Party shall conduct the activities provided for in this Agreement subject to its applicable laws and regulations, and shall provide resources subject to the availability of appropriated funds and personnel.
- 10.3. All questions of interpretation or implementation relating to this Agreement arising during its terms shall be resolved by agreement of the Parties.

ARTICLE 11
DURATION, AMENDMENT, AND TERMINATION

- 11.1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for five (5) years.
- 11.2. This Agreement may be amended or extended by the mutual written consent of the Parties.
- 11.3. This Agreement may be terminated at any time by either Party upon six (6) months prior written notice to the other Party, or at any time by the mutual consent of the Parties. Such expiration or termination shall not prejudice any rights and interests which have accrued under this Agreement to either Party up to the date of expiration or termination.

10.4. Joint activities not completed at the time of expiration or termination of this Agreement may be continued upon the agreement of the Parties until their completion under the terms of this Agreement.

Signed, in duplicate, in the English and French languages, each text being equally authentic, at Washington, D.C., this day 19th of March, 1999.

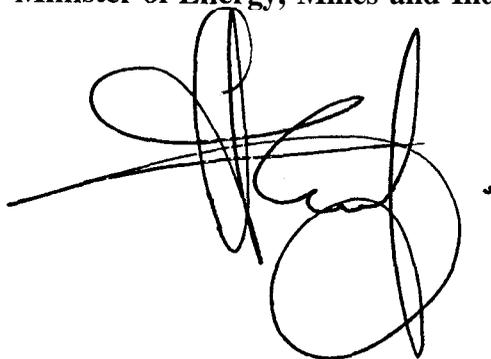
**FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA:**

A handwritten signature in black ink, appearing to read "Bill Richardson", written over a horizontal line.

**Bill Richardson
Secretary of Energy**

**FOR THE MINISTRY OF ENERGY,
MINES AND INDUSTRY OF THE REPUBLIC
OF SENEGAL:**

**Magued Diouf
Minister of Energy, Mines and Industry**

A handwritten signature in black ink, appearing to read "Magued Diouf", written below a horizontal line.

ANNEX 1 INTELLECTUAL PROPERTY

Pursuant to Article 9 of this Agreement, the Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements, The Parties agree to notify one another in a timely fashion of any intellectual property rights 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.

1. SCOPE

- 1.1. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties in any relevant implementing arrangements,
- 1.2. For the purpose 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.
- 1.3. 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.
- 1.4. 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. Each Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal. Unless the Parties agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.
- 1.5. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

2. ALLOCATION OF RIGHTS

- 2.1. 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.

2.2. Rights to all forms of intellectual property, other than those rights described in paragraph 2.1., above, shall be allocated as follows:

2.2.1. Visiting researchers participating under this Agreement, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institutions. In addition, each such visiting researcher named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits or other rewards in accordance with the policies of the host institution. Visiting researcher named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits or other rewards in accordance with the policies of the host institution.

2.2.2. 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 country. Rights and interests in third countries will be determined in implementing arrangements. If research is not designated as “joint research” in the relevant implementing arrangement, rights to intellectual property arising from the research will be allocated in accordance with paragraph 2.2.1. In addition, each person participating under this Agreement named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institution.

2.2.2.2. Notwithstanding paragraph 2.2.2.1., if a type of intellectual property is protected 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 right and interests worldwide. Persons named as inventors or authors of the property shall nonetheless be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institution of the Party obtaining rights.

3. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in timely fashion as business-confidential is furnished or created under this Agreement, each Party and its participating entities shall protect such information in accordance with applicable laws, regulations, and administrative practices. 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 not previously made the information available without imposing in a timely manner an obligation to keep it confidential.