

**AGREEMENT  
BETWEEN**

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

**AND**

**THE MINISTRY OF INDUSTRY, COMMERCE, ENERGY AND MINES  
OF THE KINGDOM OF MOROCCO**

**CONCERNING COOPERATION IN ENERGY EFFICIENCY AND  
RENEWABLE ENERGY**

The Department of Energy of the United States of America (DOE) and the Ministry of Industry, Commerce, Energy and Mines of the Kingdom of Morocco (MEM), hereinafter referred to as the Parties:

Having a mutual interest in exchanging information, experience and points of view regarding the development and analysis of energy information and energy planning, and in developing strategies to establish and promote market-based systems in renewable energy and energy efficiency technologies;

Recognizing the contribution of renewable energy and energy efficiency to increasing energy diversity, addressing environmental concerns, and enhancing energy security; and

Noting the Parties' interest in identifying and implementing cooperative energy projects that are of mutual interest;

**HEREBY AGREE AS FOLLOWS:**

**ARTICLE I  
Purpose**

The objective of this Agreement is to establish a framework for collaboration between the Parties in energy efficiency and renewable energy. The Parties shall conduct such collaboration on the basis of mutual benefit, equality and reciprocity.

**ARTICLE II  
Areas of Cooperation**

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

1. Renewable energy;

2. Energy efficiency; and
3. Other energy areas as the Parties may agree to in writing.

### **ARTICLE III Forms of Cooperation**

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

1. Exchange of scientific and technical information, and results and methods of research and development, and other cooperative projects in a manner agreed to by the Coordinators designated under Article IV;
2. Organization of seminars and other meetings on agreed energy topics in the areas enumerated in Article II in a manner agreed to by the Coordinators;
3. Survey visits by specialists to the energy 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 projects which may be undertaken either by the Parties, or in connection with other persons in a manner agreed to by the Parties through the Coordinators; and
8. Other forms of cooperation as the Parties may agree to in writing.

### **ARTICLE IV Management**

1. Each Party shall designate a Coordinator to supervise the implementation of this Agreement. As mutually agreed, the Coordinators shall meet periodically to evaluate all aspects of the cooperation under this Agreement. These meetings shall be held alternately in the United States and Morocco, unless otherwise agreed.
2. The Coordinators shall approve and monitor all cooperative activities to be carried out under this Agreement.

3. The Coordinators may establish separate subcommittees in any of the areas of cooperation to facilitate implementation of projects which may be undertaken under this Agreement.
4. The Coordinators shall review and evaluate any proposed activities and the status of cooperation under this Agreement. The Coordinators shall give appropriate guidance and directions to the subcommittees and the project managers responsible for activities undertaken under this Agreement. If requested, the Coordinators shall advise the Parties regarding the progress and future of cooperative activities under this Agreement.

#### **ARTICLE V Project Annexes**

1. Each Party, or the designated representative of each Party, may propose activities to be conducted under this Agreement by submitting a proposal to the Coordinators. Projects may be approved by agreement of the Parties through the Coordinators.
2. Cooperative activities under this Agreement may be undertaken by the Parties or, as appropriate, laboratories or contractors of the Parties. Each cooperative activity that may involve the sharing of costs or that may give rise to intellectual property shall be described in writing in a Project Annex to this Agreement. Such Project Annexes shall contain detailed procedures for the implementation of the cooperative activity, including but not limited to technical scope, exchange of appropriate proprietary information, management, total costs, cost-sharing and schedule, as appropriate. Each Project Annex shall be subject to and shall refer to this Agreement.

#### **ARTICLE VI Transfer of Information and Equipment**

All information or equipment transmitted by one Party to the other Party under this Agreement and any related Project Annex shall be appropriate, accurate, and of the highest standards to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information or equipment transmitted for any particular use or application by the receiving Party or any third party. Information or equipment developed jointly by the Parties shall be appropriate and accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly-developed information or the appropriateness of equipment nor its suitability for any particular use or application by either Party or by any third party.

**ARTICLE VII**  
**Intellectual Property; Business-Confidential Information**

1. Scientific and technological information (other than business-confidential information) resulting from cooperation under this Agreement shall be made available to the world scientific community, unless otherwise agreed by the Parties.
2. The protection and allocation of intellectual property, and the treatment of business-confidential information, shall be governed by Annex I to this Agreement, which constitutes an integral part of this Agreement.

**ARTICLE VIII**  
**Exchanges of Equipment**

The following provisions shall apply concerning exchanges of equipment under 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 for use in joint activities shall remain with 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 under 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 agreed technical requirements.
5. DOE shall be responsible, and shall pay all expenses, for the transport of equipment and materials from the United States by plane or ship to an authorized port of entry in Morocco convenient to the ultimate destination. DOE shall be responsible for safekeeping and insurance en route for such equipment and materials.
6. MEM shall be responsible, and shall pay all expenses, for the transport of equipment and materials from Morocco by plane or ship to an authorized port of entry in the United States convenient to the ultimate destination. MEM shall be responsible for safekeeping and insurance en route for such equipment and materials.

7. Equipment provided under this Agreement for use in joint activities shall be considered to be scientific, not having a commercial character.

**ARTICLE IX**  
**Exchanges of Personnel**

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 personnel with the skills and competence necessary to conduct the activities planned under this Agreement. Each such exchange of personnel shall be agreed in advance by an exchange of letters between the Parties, referencing this Agreement and its pertinent intellectual property provisions.

4. Any dispute concerning the interpretation or application of this Agreement shall be settled by consultations between the Parties.

**ARTICLE XI**  
**Duration, Amendment and Termination**

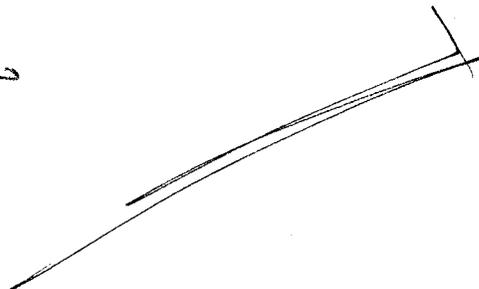
1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for five (5) years. This Agreement may be renewed for additional 5-year periods by written agreement of the Parties following joint review at the end of each 5-year period.
2. This Agreement may be amended by written agreement of the Parties.
3. This Agreement may be terminated upon three months' advance notification in writing by either Party.
4. 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 this 16 day of October, 2000, in duplicate, in the English and Arabic languages, each text being equally authentic.

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



**FOR THE MINISTRY OF INDUSTRY,  
COMMERCE, ENERGY AND MINES  
OF THE KINGDOM OF MOROCCO:**



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

Pursuant to Article VII of this Agreement:

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, ~~in a timely fashion. Rights to such intellectual~~



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 Paragraph 2.A. above, shall be allocated as follows:

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

2. (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed