

No. 19838

MULTILATERAL

Memorandum of Understanding concerning co-operative information exchange relating to the development of solar heating and cooling systems in buildings. Concluded at Odeillo, France, on 4 October 1974

Authentic text: English.

Registered by the United States of America on 10 June 1981.

MULTILATÉRAL

Mémorandum d'accord concernant l'échange d'informations sur la mise au point de systèmes de chauffage et de rafraîchissement solaires dans les bâtiments. Conclu à Odeillo (France) le 4 octobre 1974

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 10 juin 1981.

MEMORANDUM OF UNDERSTANDING¹ CONCERNING COOPERATIVE INFORMATION EXCHANGE RELATING TO THE DEVELOPMENT OF SOLAR HEATING AND COOLING SYSTEMS IN BUILDINGS

The agencies which have signed this Memorandum of Understanding,

Recognizing that there are within the territories of the governments of the parties to the Memorandum of Understanding, governmental and industrially-sponsored programs which collectively form a broad-based attack on the challenging energy problems facing our societies, and

Believing that international cooperation in the field of solar energy for [the] heating and cooling process in buildings will prove fruitful for all concerned, and desiring to undertake a comprehensive exchange of knowledge gained about the design, the technical characteristics, and the performance of solar energy systems and subsystems developed in the course of conducting and monitoring projects related to solar heating and cooling in buildings,

Agree as follows:

1. The aim of this Memorandum of Understanding is to encourage the cost-effective and practical application of solar energy to heating and cooling in residential, commercial, industrial, agricultural and public buildings. This aim shall be accomplished through the exchange of information related to research programs and experiments and by developing an agreed format for reporting performance characteristics of solar heating and cooling systems in such applications. Information respecting the performance of the major subsystems shall be included in the exchange, together with information respecting whole systems experiments relating to the effectiveness of solar energy in heating and cooling processes in buildings. Information exchange respecting both subsystems and whole systems shall, to the maximum feasible extent, include data relating the experiment to the thermal requirements and climatological and societal conditions involved.

2. Each signatory to the Memorandum of Understanding shall appoint a representative through whom the information specified above shall be exchanged. Each signatory shall send to all other signatories special reports—prepared in an agreed format on projects under the sponsorship or coordination, or with the par-

¹ Came into force on 1 July 1975 in respect of the following States, on whose behalf it was signed before that date, in accordance with paragraph 9:

<i>State</i>	<i>Date of definitive signature</i>	<i>State</i>	<i>Date of definitive signature</i>
United States of America	13 May 1975	Israel	26 June 1975
Greece	30 May 1975	Germany, Federal Republic of	30 June 1975
Canada	23 June 1975		

Subsequently, the Memorandum of Understanding came into force in respect of the following States on the dates of signature, in accordance with paragraph 9:

<i>State</i>	<i>Date of definitive signature</i>	<i>State</i>	<i>Date of definitive signature</i>
Australia	2 July 1975	France	17 May 1976
Italy	21 July 1975	Jamaica	19 May 1976
Denmark	26 August 1975	New Zealand	9 August 1977
Belgium	4 September 1975	Spain	6 February 1978
United Kingdom of Great Britain and Northern Ireland	6 February 1976	Netherlands	28 April 1978

tipication of the signatory, at significant stages of work on solar heating and cooling processes in buildings, and of relevant and publicly available reports concerned in whole or in part with the subject matter of this Memorandum of Understanding. Copies of (a) the special reports in the agreed format, (b) of the full reports upon reasonable request, and (c) of additional material of general interest shall be sent expeditiously to the representative designated by each signatory. The signatories agree also to the maximum feasible extent to dispatch to the other signatories relevant information published by other governmental institutions, universities, private corporations and groups, and technical societies in their country.

3. Additionally, the parties will participate in meetings, which are expected to be held at least annually, for the review of research and development programs and for discussions and exchange of information and ideas for further research.

4. Participation in the agreements established by this Memorandum of Understanding and annexes is subject to the laws of the respective countries. This includes laws respecting the protection of proprietary data and rights in intellectual property, including patents and copyright. All signatories agree to respect any such rights as may be established in accordance with the laws of other signatories as may relate to this Memorandum of Understanding. Participation is further subject to the availability of appropriations to each signatory, as such availability may be determined in accordance with the legal processes of the government of the individual country.

5. The signatories shall exercise their best efforts hereunder to ensure that all data in the subject area of this Memorandum of Understanding can be exchanged and will not be subject to claims for confidential treatment of any kind. Where, however, a private contractor or grantee maintains such claims despite the efforts to avoid such claims required herein, the signatories shall encourage such contractors or grantees to exchange data subject to such claims with other signatories to this Memorandum of Understanding, through special agreements or otherwise.

6. It is contemplated that a number of detailed procedures will be developed for cooperative efforts between agencies and will be incorporated as annexes to the original of this Memorandum of Understanding. When two or more signatories to this Memorandum of Understanding develop more specific relationships on sub-programs or projects within the field of this Memorandum of Understanding, details of any agreement or arrangement between them may be annexed to the original of this Memorandum of Understanding.

7. Any signatory may terminate its participation under this Memorandum of Understanding by written notification to all other signatories. Such termination shall be effective 60 days from the date on the notification.

8. The original of this Memorandum of Understanding shall be deposited with the Department of State of the United States of America, which shall transmit two copies of the Memorandum of Understanding to each agency which notifies its intention to become a party hereto. Both copies shall be signed and dated on behalf of the agency and one copy shall be returned to the Department of State, which shall inform all agencies of signatures.

9. This Memorandum of Understanding shall enter into force on July 1, 1975, with respect to those signatories which have signed the Memorandum of Understanding on or before that date. With respect to those which sign subsequently, it shall enter into force on the date of signature.

For the Energy Research and Development Administration
[United States of America]:

NELSON F. SIEVERING, Jr.
Assistant Administrator for International Affairs
May 13, 1975

Greek Atomic Energy Commission [Greece]:

Professor L. ZERVAS
President G.A.E.C.
30 May 1975

National Research Council of Canada [Canada]:

W. G. SCHNEIDER
President
Dated June 23, 1975

National Council for Research and Development [Israel]:

Dr. ELIEZER TAL
Director, N.C.R.D.
Jerusalem
June 26, 1975

Kernforschungsanlage Jülich, Gesellschaft mit beschränkter Haftung¹
[Federal Republic of Germany]:

Prof. Dr. BECKURTS
Dr. ENGELMANN
Jülich, der 30. Juni 1975²

¹ Jülich Nuclear Research Facility, Ltd.

² Jülich, 30 June 1975.