

**No. 20848**

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**UNITED STATES OF AMERICA  
and  
VENEZUELA**

**Agreement in the field of energy research and development  
(with annex). Signed at Washington on 6 March 1980**

*Authentic texts: English and Spanish.*

*Registered by the United States of America on 1 March 1982.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
VENEZUELA**

**Accord pour la recherche et le développement en matière  
énergétique (avec annexe). Signé à Washington le  
6 mars 1980**

*Textes authentiques : anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 1<sup>er</sup> mars 1982.*

AGREEMENT<sup>1</sup> BETWEEN THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF ENERGY AND MINES OF THE REPUBLIC OF VENEZUELA IN THE FIELD OF ENERGY RESEARCH AND DEVELOPMENT

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The Department of Energy (DOE) of the United States of America, and the Ministry of Energy and Mines (MEMV) of the Republic of Venezuela, hereinafter referred to as the Parties:

1. Taking into account the Agreement for Scientific and Technological Cooperation signed by their Governments on January 11, 1980;
2. Considering their common interest in establishing the basis for effective cooperation in the field of energy research and development; and
3. Desiring to achieve bilateral cooperation which takes into consideration the multilateral cooperative activities in the field of energy in which their respective countries participate;

Agree as follows:

*Article I.* The objective of cooperation under this Agreement is to establish, for the mutual benefit of the Parties, a balanced exchange of energy technologies and to conduct joint projects.

*Article II.* The areas of cooperation covered by this Agreement may include, but are not limited to:

1. Petroleum, including
  - a. Exploration,
  - b. Production,
  - c. Transportation,
  - d. Upgrading,
  - e. Refining,
  - f. Environmental engineering;
2. Solar energy;
3. Geothermal energy;
4. Hydroelectric energy;
5. Coal.

*Article III.* Cooperation under this Agreement may include, but is not limited to, the following forms:

1. Exchange of scientific and technical information, and results and methods of research and development on a periodic basis;
2. Organization of seminars and other meetings on agreed topics of research and development in the areas enumerated in article II in a manner agreed to by the Joint Steering Committee (article IV);
3. Survey visits by specialists to the energy research facilities of the other Party or by invitation of the host country;

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<sup>1</sup> Came into force on 6 March 1980 by signature, in accordance with article IX (1).

4. Exchange of materials, instruments, components, and equipment for testing;
5. Exchange of scientists, engineers, and other specialists for participation in agreed research, development, analysis, design and experimental activities;
6. Joint projects in the form of experiments, tests, design analysis or other technical collaborative activity;
7. Joint funding of specific research and development projects which may be undertaken in connection with organizations such as laboratories of the Governments of the Parties, private organizations, universities, or any other qualified organizations or persons; and
8. Such other forms of cooperation as may be jointly agreed in writing by the Parties and approved by the Joint Steering Committee (articles IV and V).

*Article IV.* 1. To supervise the implementation of this Agreement, a Joint DOE/MEMV Steering Committee shall be established. The Joint Steering Committee shall consist of up to six members, half of whom shall be appointed by each Party. This Joint Steering Committee shall meet at least once a year, alternately in the United States and Venezuela, or at other agreed times and places. The Head of the Delegation of the Receiving Party shall act as Chairman during meetings of the Joint Steering Committee.

2. At its meetings, the Joint Steering Committee shall review and evaluate any newly proposed activities and the status of cooperation under this Agreement. It is also the responsibility of the Joint Steering Committee to review the activities and accomplishments under this Agreement and to give appropriate guidance and direction to the various subcommittees, project managers and leaders in carrying out their activities, and to give appropriate advice to the Governments of the Parties regarding the progress and future activities of the cooperative effort.

3. For periods between meetings of the Joint Steering Committee, each Party or its representatives shall nominate one person to act on its behalf in all matters concerning cooperation under this Agreement.

4. A subcommittee may be established in each of the areas enumerated in article II to facilitate implementation of projects which may be undertaken in those areas.

5. The Joint Steering Committee shall establish detailed procedures for implementation of cooperation under this Agreement which shall be set forth in a document in accordance with paragraph 1 of article V.

*Article V.* 1. Proposals for cooperation presented under this Agreement by either Party or its designated representatives shall be proposed to and approved by the Joint Steering Committee. Such proposals shall be in the form of specific Implementing Agreements to be signed by the Steering Committee or other appropriate representatives of each Party which shall formalize the agreement of the Parties as to the details of the cooperative effort, including the contributions by each Party (costs and cost-sharing), schedules, responsibilities of each Party and other matters set forth in article VI of this Agreement and the annex hereto.

2. No cooperative effort of the types set forth in article III shall be undertaken by the Parties until an Implementing Agreement has been provided by the Joint Steering Committee and executed by the Parties or representatives designated by each Party.

*Article VI.* Each specific Implementing Agreement, formalized in accordance with article V, shall provide for the handling and allocation of inventions involved in the cooperative efforts, as well as other provisions as set forth in the annex. With respect to any invention or discovery made or conceived in the course of or under an Implementing Agreement:

1. Each Party shall exclusively own all rights in its own country; and
2. Rights to such inventions if they are to be obtained in third countries shall be distributed in accordance with the equities and contributions of the Parties.

*Article VII.* Each Party shall notify the other Party, or its designated representatives, in writing of the internal administrative arrangements it has made to insure effective implementation of this Agreement.

*Article VIII.* Nothing in this Agreement or Implementing Agreements hereunder shall be construed to prejudice existing or future arrangements for cooperation between the Parties. This Agreement also in no way precludes commercial firms or other legally constituted enterprises in each of the two countries from engaging in commercial dealings in accordance with the applicable laws of each country; nor does it preclude the Parties from engaging in activities with other Governments or persons.

*Article IX.* 1. This Agreement shall enter into force upon signature and remain in force for a five-year period. It may be amended or extended by mutual agreement and written notification between the Parties.

2. This Agreement may be terminated at any time by either Party, upon one year's advance notification in writing to the other Party.

3. The termination of this Agreement shall not affect the completion of any cooperative project undertaken in accordance with the terms of the anticipated Implementing Agreements.

DONE at Washington, in the English and Spanish languages, each text equally authentic, this sixth day of March, 1980.

[Signed — Signé]<sup>1</sup>

Department of Energy  
of the United States of America

[Signed — Signé]<sup>2</sup>

Ministry of Energy and Mines  
of the Republic of Venezuela

## ANNEX

*Article 1.* Each Implementing Agreement formalized in accordance with article V of the Agreement shall provide for the handling and allocation of information, copyrights, and inventions, as set forth in article VI of the Agreement, involved in the cooperative efforts. Such provisions shall provide for an equitable distribution of rights.

*Article 2.* 1. GENERAL. The Parties shall support the widest possible dissemination of information provided or exchanged under an Implementing Agreement subject to the limitations necessary to protect proprietary information exchanged thereunder and to the provisions of article 4 of this annex.

<sup>1</sup> Signed by C. W. Duncan, Jr. — Signé par C. W. Duncan.

<sup>2</sup> Signed by Humberto Calderon Berti — Signé par Humberto Calderon Berti.

2. USE OF PROPRIETARY INFORMATION. A. The following definitions are used in an Implementing Agreement:

(i) The term “information” means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged.

(ii) The term “proprietary information” means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:

- (a) Has been held in confidence by its owner;
- (b) Is of a type which is customarily held in confidence by its owner;
- (c) Has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and
- (d) Is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

B. Procedures. (i) A Party receiving proprietary information pursuant to an Implementing Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend:

“This document contains proprietary information furnished in confidence under an Implementing Agreement dated . . . . . between the United States Department of Energy and the Ministry of Energy and Mines of the Republic of Venezuela and shall not be disseminated outside those organizations, their contractors, and the concerned departments and agencies of the Governments of the United States and Venezuela without the prior approval of . . . . .

“This notice shall be marked on any reproduction, in whole or in part, of this document. These limitations shall automatically terminate when this information is disclosed by the owner without restriction.”

(ii) Proprietary information received in such manner under an Implementing Agreement may be disseminated by the receiving Party to:

- (a) Persons of or employed by the receiving Party, and other concerned government departments and government agencies in the country of the receiving Party;
- (b) Prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party’s country, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information;

provided that any information so disseminated shall be subject to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in subparagraph 2.B.(i) above.

(iii) With the prior written consent of the Party providing proprietary information under an Implementing Agreement, the receiving Party may disseminate such information more widely than otherwise permitted in subparagraph 2.B.(ii). The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approvals to the extent permitted by its national policies, regulations and laws.

C. Each Party shall exercise its best efforts, to the extent possible, to ensure that proprietary information received by it under an Implementing Agreement is controlled as provided in this Article. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

D. Information arising from seminars and other meetings arranged under an Implementing Agreement and information arising from the attachments of staff and joint projects shall be treated by the Parties according to the principles specified in this article; provided, however, no proprietary information orally communicated shall be subject to the limited disclosure requirements unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated.

E. Nothing contained in an Implementing Agreement shall preclude the use or dissemination of information received by a Party through arrangements other than those provided for under an Implementing Agreement.

*Article 3.* Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights of materials exchanged under an Implementing Agreement owned or controlled by a Party, each Party shall make efforts to grant to the other a license to reproduce copyrighted material.

*Article 4.* The application or use of any information exchanged or transferred between the Parties under an Implementing Agreement shall be the responsibility of the Party receiving it, and the transmitting Party does not warrant the suitability of such information for any use or application.

*Article 5.* Each Party shall take all necessary steps to provide the cooperation from its authors and inventors necessary to carry out the provisions of article 3 of this annex and article VI of the Agreement. Each Party shall assume responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

*Article 6.* 1. Whenever an exchange of staff is carried out under an Implementing Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.

2. Each attachment of staff shall be the subject of a separate attachment agreement between the Parties.

3. Each Party shall be responsible for the salaries, insurance and other monetary allowances to be paid to its staff.

4. Each Party shall pay for travel and living expenses of its staff while on attachment to the host Party unless otherwise agreed.

5. The host establishment shall arrange for comparable accommodations of similar personnel in the host country for the other Party's staff and their families on a reciprocal basis.

6. Each Party shall provide the necessary assistance to the attached staff (and their families) of the other Party as regards administrative formalities (travel arrangements, etc.).

7. The staff of each Party shall conform to the general rules of work and safety regulations in force at the host establishment, or as may be agreed in separate attachment of staff agreements.

*Article 7.* Compensation for damages incurred during the implementation of an Implementing Agreement shall be in accordance with the applicable laws of the countries of the Parties.

*Article 8.* Cooperation under an Implementing Agreement shall be in accordance with applicable laws of the respective countries. All questions related to an Implementing Agreement in force shall be settled by the Parties by mutual agreement.

*Article 9.* 1. Each Party shall bear all costs incurred by it resulting from cooperation under an Implementing Agreement, unless otherwise specifically agreed in each case.

2. In the event the Parties agree to cost-sharing in any cooperative project, the funding by each Party shall be determined by mutual agreement based upon contributions, benefits and locations of activities and facilities. Such funding shall be set forth in the Implementing Agreement for that project.

3. It is understood that the ability of the Parties to carry out their obligations under an Implementing Agreement is subject to the availability of appropriated funds.