

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA  
AND  
THE DEPARTMENT OF ENERGY AND CLIMATE CHANGE  
OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND  
ON COLLABORATION IN ENERGY-RELATED FIELDS

The Department of Energy of the United States of America (DOE) and the Department of Energy and Climate Change of the United Kingdom of Great Britain and Northern Ireland (DECC), hereinafter the “Participants”,

RECOGNISING the role that the development and deployment of clean and efficient energy technologies can play in the development of a global low carbon economy to combat climate change, and ensure security of energy supplies;

NOTING the Memorandum of Understanding between the Department of Energy of the United States of America and the Department of Trade and Industry of the United Kingdom of Great Britain and Northern Ireland on Collaboration in Energy Research and Development of November 6, 2000, as amended (the “2000 Memorandum”); and

DESIRING to continue and expand the mutually beneficial cooperation previously conducted between DOE and DECC’s predecessors (the Department of Trade and Industry and the Department of Business, Enterprise and Regulatory Reform) under the 2000 Memorandum, which has expired,

Have reached the following understanding:

## Section 1 Objective

The objective of the collaboration under this Memorandum of Understanding (MOU) is to continue, expand, and maximize cooperation in energy-related fields between the Participants.

## Section 2 Scope

1. Collaboration under this MOU may include, but is not limited to, the following fields:
  - a. Fossil energy;
  - b. Renewable energy;
  - c. Nuclear energy;
  - d. Waste-related management and the environment (including waste processing, subsurface remediation, deactivation and decommissioning, and nuclear materials management);
  - e. Energy end-use technologies and techniques;
  - f. Basic energy-related sciences;
  - g. Energy technologies, systems, services and policies, including low carbon energy technologies to combat climate change; and
  - h. Energy infrastructure reliability, survivability, security, and resilience.
2. Other collaborative fields may be added by written arrangement of the Participants.

## Section 3 Forms of Collaborative Activities

1. Collaboration in accordance with this MOU may include, but is not limited to, the following forms:
  - a. Exchange of all forms of unclassified scientific and technical information and results of research and development;
  - b. Organization of seminars, workshops, and other meetings on specific topics;
  - c. Exchange of scientists, engineers and other specialists, including those from industry, for participation in analysis, design and experimental activities conducted in research centers, laboratories, engineering offices, and other facilities and enterprises located in the country of each Participant;
  - d. Exchange of samples, materials, instruments and components for testing, in accordance with appropriate written agreements therefor between the sending and receiving entities involved in the exchange;

- e. Visits by specialist teams or individuals to facilities from an entity located in the country of one Participant to facilities located in the country of the other Participant;
  - f. The use by an entity in the country of one Participant of a facility(ies) located in the country of the other Participant. Such use of facilities should be the subject of a separate written arrangement between the entities involved;
  - g. Cooperative activities and projects in which the Participants or other entities share the work.
2. Other specific forms of cooperation may be added by written arrangement of the Participants.

#### Section 4 Implementing Arrangements

When the Participants or other cooperating entities decide to undertake a form of cooperation as set forth in Section 3, paragraphs 1.c. through g., they should execute an Implementing Arrangement. Each such Implementing Arrangement should include, as appropriate, detailed provisions for carrying out the specific form of cooperation and should cover such matters as technical scope, management, total costs, cost sharing and timetable.

#### Section 5 Other Entities

1. The Participants intend to encourage and facilitate, where appropriate, the development under this MOU of direct contacts and cooperation between government agencies, universities, science and research centers and institutions, private sector firms and other entities of the Participants' two countries.
2. Scientists, technical experts, government agencies and institutions of third countries or international organizations may be invited, if jointly decided by the Participants, to participate, at their own expense unless the Participants decide otherwise, in cooperative projects and programs carried out under this MOU.

#### Section 6 Management

1. To supervise the cooperation under this MOU, each Participant should designate a Lead Coordinator. Each Participant should also designate a Technical Coordinator to assist its Lead Coordinator in carrying out activities under this MOU. In addition, each Participant should designate a representative responsible for its collaboration in each of the fields listed in Section 2 of this MOU.

2. The Lead Coordinators should meet each year, or as otherwise jointly decided, alternately in the United States and the United Kingdom. At those meetings, the Lead Coordinators should evaluate the status of cooperation under this MOU. This evaluation should include a review of the past year's activities and accomplishments and of the activities planned for the coming year. In addition, the Lead Coordinators should consider and act on any major new proposals for collaboration. Technical Coordinators may, at the discretion of the Lead Coordinators, participate in these annual meetings.

## Section 7 Exchange of Personnel

1. Whenever a personnel exchange is contemplated under this MOU, each Participant or other cooperating entities should ensure that qualified staff are selected for assignment to an establishment in the country of the other Participant.
2. Each such assignment is to be the subject of a separate written exchange arrangement between the assigning and host establishments.
3. The assigning establishment is responsible for the salaries, insurance and allowances to be paid its staff while on assignment.
4. Each assigning establishment is to pay for the travel and living expenses of its staff while on assignment, unless decided otherwise in writing.
5. The host establishment should arrange for accommodations of assigned staff and their families on a mutually acceptable, reciprocal basis.
6. The host establishment should provide all necessary assistance to the assigned staff (and their families) as regards administrative formalities, such as assistance in making travel arrangements and obtaining work permits.
7. Assigned staff are to conform to the general and specific rules of work and safety regulations in force at the host establishment, or as decided in a separate written personnel exchange arrangement.

Section 8  
Intellectual Property; Business-Confidential Information

The Participants do not anticipate the generation of intellectual property arising from activities under this MOU, or the exchange of business-confidential information. If the Participants or other cooperating entities decide that a particular activity may lead to the creation of intellectual property or the exchange of business-confidential information, they should consult with each other and make appropriate written arrangements for the protection and allocation of such intellectual property and the protection of such business-confidential information.

Section 9  
Funding

1. Unless jointly decided otherwise in writing, any costs arising from the conduct of activities under this MOU are the responsibility of the Participant that incurs such costs.
2. Collaboration under this MOU is subject to the availability of appropriated funds, personnel and other resources.

Section 10  
General Considerations

1. Each Participant should conduct the cooperation contemplated by this MOU in accordance with the applicable laws and regulations to which it is subject.
2. Any question concerning the interpretation or application of this MOU should be resolved by consultation between the Participants.
3. This MOU does not impose any legally binding obligations upon the Participants.

Section 11  
Commencement, Modification, and Discontinuation

1. Cooperation under this MOU is to come into operation upon signature by both Participants.
2. This MOU may be modified by both Participants' joint decision in writing.
3. The Participants may discontinue their cooperation under this MOU at any time by their joint decision in writing. A Participant that wishes to discontinue its participation in this

MOU should endeavor to provide at least 90 days advance written notification to the other Participant.

Signed at London, in duplicate, this 24 day of April 2012.

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

Steven Clon,  
4/24/2012

FOR THE DEPARTMENT OF ENERGY  
AND CLIMATE CHANGE OF THE UNITED  
KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND:

Steve King