SCIENTIFIC COOPERATION

Agreement Between
the UNITED STATES OF AMERICA
and ITALY

Signed at Rome November 13, 2007

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

ITALY

Scientific Cooperation

Agreement signed at Rome November 13, 2007;
Entered into force November 13, 2007.

AGREEMENT

BETWEEN

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF ECONOMIC DEVELOPMENT OF THE ITALIAN REPUBLIC

IN THE FIELD OF ENERGY RESEARCH AND DEVELOPMENT

Whereas the Government of the United States of America and the Government of the Italian Republic are parties to the Agreement for Scientific and Technological Cooperation of April 1, 1988, as amended and extended (the "S&T Agreement");

Whereas the United States Department of Energy and the Ministry of Industry, Commerce and Handicraft of the Italian Republic concluded a Memorandum of Understanding in the field of Energy Research and Development on December 5, 1985, including the May 2, 1990, Implementing Agreements on energy policy consultations and enhanced joint collaboration and exchange of information (hereinafter "the 1985 Agreement"), which expired on December 5, 1991;

Whereas the United States Department of Energy and the Ministry of Industry, Commerce and Handicraft of the Italian Republic concluded a Memorandum of Understanding in the field of Energy Research and Development on May 26, 1995, on energy policy consultations and enhanced joint collaboration and exchange of information (hereinafter "the 1995 Agreement"), which expired on May 26, 2005;

Whereas the United States Department of Energy (hereinafter "DOE") and the Ministry of Economic Development of the Italian Republic (hereinafter "MSE") (collectively hereinafter "the Parties) believe that the cooperative activities in the field of research and development, information exchange and consultation on

energy policy undertaken pursuant to the 1985 Agreement, the 1990 Implementing Agreements, and the 1995 Agreement were mutually beneficial;

Whereas the Parties have a common interest in continuing activities undertaken pursuant to the 1985 Agreement, the 1990 Implementing Agreements, and the 1995 Agreement, and in undertaking new cooperative activities in the field of energy research and development;

Now therefore the Parties agree as follows:

ARTICLE I

1. The objective of cooperation under this Agreement is to:

- continue, for the mutual benefit of the Parties, the balanced exchange of energy technology information related to various energy fields, such as clean coal energy, hydrogen, nuclear energy, bio-energy, and other basic energy sciences;

- conduct related joint research and development and joint planning activities which will be further defined in project annexes to this Agreement; and

- continue periodic bilateral energy policy consultations through annual meetings of subcommittees in any of the planned activities as defined in the annexes to this Agreement.

2. This Agreement is subject to and governed by the S&T Agreement.

ARTICLE II

Cooperation under this Agreement may include, but is not limited to the following:

1. Exchange of scientific and technical information, and results and methods of research and development on a periodic basis in a manner agreed to by the Coordinators designated by Article III;

2. Organization of seminars and other meetings on agreed energy topics in the areas enumerated in Article I in a manner agreed to by the Coordinators;

3. Survey visits by specialists of a Party to the energy research 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 research and development projects which may be undertaken in connection with other qualified organizations or persons in a manner agreed to by the Coordinators;

8. Joint funding of specific demonstration activities and dissemination of the results of such projects; and

9. Other such forms of cooperation as may be proposed and jointly agreed in writing by the Parties.

ARTICLE III

1. A Coordinator shall be designated by each Party to supervise the implementation of this Agreement. As mutually agreed, the Coordinators shall meet to evaluate all aspects of the cooperation under this Agreement. These meetings shall be held alternately in the United States and Italy.

2. Under the direction of the Parties, the Coordinators shall approve and monitor all cooperative activities to be carried out under this Agreement.

3. The Coordinators shall review and evaluate any newly proposed activities and the status of cooperation under this Agreement. They also shall give appropriate guidance and directions to working groups, as defined in Article III, paragraph 4, and to the project managers of activities developed under this Agreement. If so requested, the Coordinators may give advice to the Parties regarding the progress and future of the cooperative activities established under this Agreement.

4. The Coordinators shall, as necessary and appropriate, establish informal working groups in any of the areas of cooperation under this Agreement to facilitate implementation of projects which may be undertaken in those areas.

5. At least annually, the Coordinators shall advise the Coordinator for the S&T Agreement of the status of cooperative activities undertaken under this Agreement.

ARTICLE IV

1. Proposals for cooperation under this Agreement may be presented by either Party or its designated representatives to the Coordinators for approval.

2. Each cooperative activity identified in Article II, paragraphs 4-8 which is approved by the Coordinators shall be described in writing in a Project Annex to this Agreement. Such Annexes shall contain detailed procedures for the implementation of the cooperative activity, including but not limited to the contributions by each Party (costs and cost-sharing), schedules, and responsibilities of each Party.

3. Each Project Annex concluded by the Parties shall be subject to and refer to this Agreement.

ARTICLE V

The following provisions shall apply concerning exchanges of equipment pursuant to 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 to the host Party, 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 by the sending Party to the host Party for use in joint activities shall remain in 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 pursuant to 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 the agreed technical requirements.

5. The responsibility and expenses for the transport of equipment and materials from the United States of America by plane or ship to an authorized port of entry in Italy convenient to the ultimate destination, and also responsibility for its safekeeping, and insurance en route, shall rest with DOE.

6. The responsibility and expenses for the transport of equipment and materials from Italy by plane or ship to an authorized port of entry in the United States of America convenient to the ultimate destination, and also responsibility for its safekeeping and insurance en route, shall rest with Italian organizations designated by MSE for each Annex.

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

ARTICLE VI

The following provisions shall apply concerning assignments or exchanges of personnel under this Agreement:

1. Whenever an assignment or exchange of personnel is contemplated, each Party shall ensure the selection of qualified personnel with skills and competence necessary to conduct the activities planned under this Agreement. Each such assignment or exchange of personnel shall be mutually agreed in advance by an exchange of letters between the Parties, referencing this Agreement and its pertinent intellectual property provisions.

2. The sending Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff or its contractors.

3. The sending Party shall pay for the travel and living expenses of its staff or its contractors when staying at the establishment of the host Party, unless otherwise agreed.

4. The host Party shall help locate adequate accommodations for the sending Party's staff or its contractors (and their families) on a mutually agreeable, reciprocal basis.

5. The host Party shall provide all necessary assistance to the staff of the sending Party or its contractors as regards administrative formalities, such as making travel arrangements.

6. The sending Party shall inform its staff and contractors of the need to conform to the general rules of work and safety regulations in force at the host establishment.

ARTICLE VII

1. Unless otherwise agreed, all costs resulting from cooperation pursuant to this Agreement shall be the responsibility of the Party that incurs them.

2. Each Party shall conduct the activities provided for in this Agreement, and its Annexes, subject to its applicable laws and regulations; activities under and pursuant to this Agreement and Annexes shall be subject to the availability of appropriated funds.

ARTICLE VIII

All information, material or equipment transferred under this Agreement and any related Annex shall be appropriate and accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information, material or equipment transmitted for any particular use or application by the receiving Party or any third party. Information, material or equipment developed jointly by the Parties shall be

appropriate and accurate to the best knowledge and belief of the developing Parties. No Party warrants the accuracy of the jointly developed information or the suitability of the material or equipment for any particular use or application by either Party or by any third party.

ARTICLE IX

1. This Agreement shall enter into force upon signature and shall remain in force for five (5) years. The Agreement shall be renewed automatically for one additional 5-year period unless either Party informs the other in writing at least six (6) months prior to the date of expiration.

2. This Agreement may be amended or extended by written agreement of the Parties.

3. This Agreement may be terminated upon one (1) year's 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 Rome, this 13th day of November, 2007, in duplicate in the English language, which shall be the authentic text. A translation of the Agreement into the Italian language shall be prepared by MSE, which shall be considered equally authentic upon an exchange of letters between the Parties confirming its conformity with the English language text.

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

Samuel W Bodman

FOR THE MINISTRY OF ECONOMIC DEVELOPMENT OF THE ITALIAN REPUBLIC: