

**[NOTE: Any proposed International MOU must be reviewed by IA-31 at headquarters prior to the start of negotiations with the foreign participant]**

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**THE UNITED STATES DEPARTMENT OF ENERGY  
NATIONAL ENERGY TECHNOLOGY LABORATORY**

**and**

**Full name of Participant**

**The United States Department of Energy's National Energy Technology Laboratory (NETL) and Full name of Participant (Nickname of Participant), herein individually as "Participant" and jointly as "Participants."**

**SHARING an interest in collaborating to advance technical, environmental, and cost performance of fossil energy technologies, [or other description of the purposes of the collaboration]**

**HAVE REACHED THE FOLLOWING UNDERSTANDING:**

### **I. OBJECTIVE**

The Participants intend to work together to develop the mechanisms and processes that will promote and sustain collaborative efforts on base and enabling technologies, and assessments of technology options and economics. **[or other description of the Participants' objectives]**

### **II. AREAS OF COOPERATION**

Topics of the Participants' proposed collaboration may include, but are not limited to, the following:

1. **insert list – use words like "intend to" and "may"**

Other areas of cooperation may be added by the Participants' mutual consent in writing.

### **III. FORMS OF COOPERATION**

Cooperation may include, but is not limited to:

1. Exchange of information, publications, reports, technical data, samples, materials, and instruments.
2. Exchange of scientists, engineers and other specialists for participation in training, project definition activities, and energy analyses. Each Participant is to abide by health, safety, and environmental requirements of the host Participant when on an exchange assignment at the host Participant's facility.
3. Planning of joint research projects in the Areas of Cooperation described in Section II, such research and development to be undertaken pursuant to an appropriate and separate written agreement therefor.
4. Jointly funded activities in which NETL and **Nickname of Participant** share the cost of performance. Such activities are to be undertaken pursuant to an appropriate written and separate agreement therefor.

#### **IV. MECHANISMS OF COOPERATION**

Each Participant may designate a Lead Coordinator who may serve as that Participant's principal representative for all activities conducted under this MOU, including identifying areas of cooperation, providing responses concerning his or her organization's interest in specific areas of cooperation, coordinating cooperation among the Participants, and identifying the resources his or her Participant will use for collaborative activities under this MOU.

#### **V. Intellectual Property**

The Participants intend that any intellectual property that is owned or controlled by a Participant prior to the commencement of cooperation under this MOU, or which is acquired or developed by either Participant during this MOU, is to remain at all times owned or controlled by the said Participant.

#### **VI. GENERAL PROVISIONS**

1. This MOU does not create any legally binding obligations between or among the Participants.
2. The conduct of collaborative activities contemplated by this MOU is subject to the availability of funding, personnel, and other resources.
3. Each Participant should conduct its collaborative activities under this MOU in accordance with applicable laws and regulations to which it is subject, and international

agreements to which its Government is a party.

4. Each Participant is responsible for the costs it incurs in participating in collaborative activities under this MOU.

## **VII. COMMENCEMENT, MODIFICATION AND DISCONTINUATION**

1. Collaborative activities under this MOU may commence upon signature by the Participants and continue for a [redacted] year period, unless discontinued in accordance with paragraph 2 of this Section VI.
2. Each Participant may discontinue its collaborative activities under this MOU at any time. A Participant that wishes to discontinue its participation in this MOU should endeavor to provide at least ninety (90) days written notice to the other Participant.
3. This MOU may be modified in writing by mutual consent of the Participants and may be extended for additional periods.

## **SIGNATORIES**

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Grace M. Bochenek, Ph.D., Director  
National Energy Technology Laboratory  
U.S. Department of Energy

\_\_\_\_\_  
Date

\_\_\_\_\_  
insert

\_\_\_\_\_  
Date