MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF OIL OF THE REPUBLIC OF IRAQ

FOR

COOPERATION ON ENERGY ANALYSIS, SCIENCE AND TECHNOLOGY, AND ENERGY TECHNOLOGY DEMONSTRATION

The Department of Energy of the United States of America and the Ministry of Oil of the Republic of Iraq, hereinafter referred to as the "Participants":

Having an interest in establishing cooperation in the areas of energy analysis, science and technology, and energy technology demonstration;

Having a mutual interest in exchanging experience and views on opportunities for the utilization of energy technologies and in fostering collaboration between the two countries in these areas, particularly through training, educational and capacity building activities;

Recognizing that energy security and the quality of life can be enhanced through effective and environmentally sound utilization of energy sources; and

Further recognizing that cooperation in the areas of energy analysis, science, technology, and energy technology demonstration would promote increased economic interaction, facilitate energy technology transfer, accelerate the commercialization of energy systems and products, and expand opportunities for international trade between the United States and Iraq;

Have reached the following understandings:

ARTICLE I

Under this Memorandum of Understanding (MOU), the Participants seek to facilitate appropriate joint activities relating to energy analysis, science and technology, and energy technology demonstration in areas of mutual interest, including, but not limited to, the following:

1. Fossil energy, including training on technical capacity, geological, and geophysical needs, enhanced oil recovery, and physical investment;

2. Environmental issues associated with energy transportation and production, including oil spill management and operational and safety standards;

3. Energy information, including collection, analysis, and forecasting

4. Such other areas as may be mutually determined by the Participants.

ARTICLE II

The forms of cooperation in the areas specified in Article I of this MOU may include the following:

1. Exchanging energy experts, specialists and scientists to participate in cooperative activities;

2. Organizing and participating in seminars, workshops and conferences on specific mutually agreed topics;

3. Exchanging information on the development and utilization of energy technologies that are economically sound and protect the environment;

4. Sharing relevant non-proprietary information and practical experience in energy fields;

5. Assisting Iraq in capacity development through training, joint government-industry activities, faculty and student exchanges and tours, and exploration of ways to promote transfer of skills and technology to support human resources development, and institutional infrastructure;

6. Such other forms of cooperation within the scope of this MOU as the Participants may mutually determine.

ARTICLE III

A. The Participants intend to establish the United States-Iraqi Consultative Mechanism to promote energy analysis consultations, energy technology demonstration, and energy training and education with a focus on capacity building in Iraq.

B. The Consultative Mechanism is to consist of representatives designated by the Participants. As mutually determined, the Participants may include representatives, from other organizations, as appropriate based on the agenda of their consultations

C. Each Participant should appoint an official contact to prepare for the consultations and energy training and to be responsible for communication between the Participants.

D. In view of the significant distance between the two countries, electronic and telephonic communications are the preferred modes of interaction.

E. Meetings of the Consultative Mechanism and of the Participants' selected representatives may be held at such times and places as jointly determined by the Participants.

ARTICLE IV

Each Participant intends to endeavor, through coordination with the appropriate competent authorities to achieve the timely processing of visas and other forms of official permission for entry into and exit from its country of personnel of the other country engaged in cooperative activities under this MOU.

ARTICLE V

A. Each Participant is to conduct the activities provided for under this MOU in accordance with its the applicable laws and regulations of its respective country. Each Participant is responsible for the costs of its own activities under this MOU, unless the Participants determine otherwise agree in writing.

B. It is understood that this MOU does not create any legally binding obligations between the Participants.

C. Implementation of this MOU may begin upon signature by both Participants. This MOU may be modified in writing by the Participants' mutual consent. Any such modification may take effect upon signature by the Participants. If either Participant wishes to end its cooperation under this MOU, it should endeavor to provide at least 90 days' advance written notice to the other Participant.

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

Date:

FOR THE MINISTRY OF OIL
THE REPUBLIC OF IRAQ:

Date: