AGREEMENT

between

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

and

THE MINISTRY OF ECONOMIC AFFAIRS AND COMMUNICATIONS OF THE REPUBLIC OF ESTONIA

for

SCIENTIFIC AND TECHNOLOGICAL COOPERATION ON OIL SHALE RESEARCH AND UTILIZATION

The Department of Energy of the United States of America and the Ministry of Economic Affairs and Communications of the Republic of Estonia (collectively hereinafter the "Parties"),

Recognizing the critical need of both countries to develop all available energy resources in an economically efficient, environmentally acceptable, and sustainable manner;

Recognizing the availability of vast oil shale resources in both countries;

Taking into account the differences in resources in both countries;

Desiring to collaborate on a mutually beneficial basis to advance the understanding of oil shale and its utilization;

Desiring to identify commercially feasible processes to produce high value products from oil shale;

Desiring to exchange technical information and expertise to improve efficiencies of operations for advanced oil production;

Seeking through cooperative research and development to further the common objectives of both countries of energy security, market development for oil shale products, and environmental remediation, rehabilitation, and emission and discharge reductions from facilities;

Recognizing the successful collaborations that occurred between the Parties under the Agreement between the Department of Energy of the United States of America and the Ministry of Economic Affairs of the Republic of Estonia for Scientific and Technology

Cooperation on Oil Shale Research and Utilization of February 4, 2000 (the "2000 Agreement"), which has since expired;

Desiring to continue the collaboration begun under the 2000 Agreement and to further advance the understanding of oil shale development and utilization technologies; and

Noting the Agreement between the Government of the United States of America and the Government of the Republic of Estonia for Scientific and Technological Cooperation of December 11, 2008 (the "S&T Agreement"),

Have agreed as follows:

Article 1
Purpose

1. The purpose of this Agreement is to establish a framework for mutually beneficial cooperation in the field of oil shale research and utilization, thereby advancing the common interests of the Parties and industries in their respective countries.

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

Article 2
Areas of Cooperation

The areas of cooperation under this Agreement may include the following:

1. Scientific exchange between experts as a means of enhancing economic development of oil shale resources in both countries;

2. Identification and specification of prospective high value shale oil by-products;

3. Identification of commercially feasible processes to produce high quality shale oil and high value shale oil by-products, and the conduct of related research and development;

4. Examination of scientific and technical means for improving the efficiency of oil production, mining technologies and waste disposal;

5. Identification and development of processes and products that minimize adverse environmental impacts of oil shale production, such as production of combustion ash, mine water, phenolic water, and CO_2 and other air emissions ; and

6. Additional areas of scientific collaboration as the Parties may agree to in writing.

Article 3
Forms of Cooperation

The forms of cooperation under this Agreement may include the following:

1. Establishment of working groups to address specific issues and to plan and execute joint studies and tasks;

2. Conduct of joint research projects, such as joint theoretical, experimental, developmental, demonstration, and project activities through collaborative activities between technical personnel and research centers of the Parties' countries;

3. Conduct of, and/or joint participation in, meetings, seminars and conferences;

4. Exchanges of instrumentation, equipment, and materials necessary for carrying out agreed-upon projects;

5. Exchanges of technical specialists;

6. Exchanges of appropriate technical information, documentation and research results;

7. Facilitation of access to each Party's oil shale resources for research and development; and

8. Other forms of cooperation as the Parties may agree to in writing.

Article 4
Project Annexes

1. Cooperative activities under this Agreement may be undertaken by the Parties or, as appropriate, laboratories or contractors of the Parties. Each such cooperative activity that may involve the sharing of costs or that may give rise to intellectual property shall be set forth in a Project Annex, which shall be subject to the terms of this Agreement.

2. Each Project Annex shall include detailed provisions for conducting and managing the cooperation, and shall cover such matters as technical scope, work plan, staffing requirements, funding sources and budget, exchange of proprietary information, and any undertakings, obligations or conditions necessary to the proposed activity.

Article 5
Management

1. The Parties shall establish a Joint Coordinating Committee (JCC), consisting of an equal number of representatives from each Party, to coordinate and review cooperative activities under this Agreement. Decisions of the JCC shall be made on the basis of consensus.

2. The responsibilities of the JCC include:

   a. Coordination and review of all aspects of this Agreement and taking such action as appropriate for its effective implementation; and

   b. Overseeing the development of applicable Project Annexes under this Agreement, within the framework of jointly approved cooperative activities.

3. The JCC may develop, establish, review, and revise its operational procedures related to the organization and operation of the JCC and its activities consistent with the terms of this Agreement; and shall agree on its meeting schedule. Generally, the JCC shall meet once a year, alternately in the United States and Estonia, unless otherwise agreed.

Article 6
Transfer of Information and Equipment

Any information transmitted by one Party to the other Party under this Agreement and any related Project Annexes shall be accurate to the best knowledge and belief of the transmitting Party. Any equipment transferred by one Party to the other Party under this Agreement shall be suitable for its intended use to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability of the information or equipment transmitted for any particular use or application by the receiving Party or by any third party. Information developed jointly by the Parties shall be accurate, and jointly developed equipment shall be suitable for its intended use, to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly-developed information or the appropriateness of equipment, nor its suitability for any particular use or application by either Party or by any third party.

Article 7
Intellectual Property; Business-Confidential Information

1. Scientific and technological information (other than business-confidential information) resulting from cooperation under this Agreement shall be made available to the world scientific community, unless otherwise agreed by the Parties.

2. The protection and allocation of intellectual property, and the treatment of business-confidential information, shall be governed by Annex A (Intellectual Property Rights) to the S&T Agreement.

Article 8
Exchange of Equipment

Unless otherwise agreed in writing, the following provisions shall apply concerning exchanges of equipment pursuant to this Agreement:

1. When a Party provides equipment to be utilized in a joint activity, that Party shall supply, 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 for use in joint activities shall remain with the sending Party, and the property shall be returned to the sending Party upon completion of the activity, unless otherwise agreed.

3. Equipment provided under this Agreement shall be brought into operation at the host establishment only by mutual agreement between the sending and receiving Parties.

4. The Party hosting an activity shall provide the necessary premises for the equipment, utilities such as electric power, water and gas; and, where appropriate, shall provide materials to be tested, in accordance with the technical requirements, as mutually agreed.

5. The sending Party shall be responsible for expenses in the transport and insurance of equipment and materials to the ultimate destination in the other country.

6. Equipment provided by the sending Party for carrying out joint activities shall be considered to be scientific, not having a commercial character, and the receiving Party shall work toward obtaining duty free entry.

Article 9
Exchanges of Personnel

Unless otherwise agreed in writing, the following provisions shall apply concerning exchanges of personnel under this Agreement:

1. Whenever an exchange of personnel is contemplated, each Party shall ensure the selection of personnel with skills and competence necessary to conduct the

activities planned under this Agreement. Each such exchange shall be agreed in advance by an exchange of letters between the Parties referencing this Agreement.

2. Each Party shall be responsible for the salaries, insurance, and allowance to be paid to its staff or its contractors.

3. Each 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 in writing.

4. The receiving Party shall assist in arranging adequate accommodations for the sending Party's staff or its contractors.

5. The receiving Party shall provide all necessary assistance to the staff of the other Party or its contractors regarding administrative formalities, such as making travel arrangements and obtaining work permits.

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

Article 10
Contracts

In the event a Party awards contracts for the acquisition of articles and services to implement this Agreement, such contracts shall be awarded in accordance with the laws and regulations of that Party.

Article 11
Final Provisions

1. The primary basis of research and development activities is to be United States oil shale.

2. Unless otherwise agreed in writing, all costs resulting from cooperation pursuant to this Agreement and any related Project Annexes shall be the responsibility of the Party incurring the cost.

3. Cooperation under this Agreement is subject to the availability of appropriated funds, personnel and other resources.

4. This Agreement shall enter into force on the date of signature by both Parties and shall remain in force for five (5) years, so long as the S&T Agreement remains in force.

5. This Agreement may be extended for additional three (3) year periods by written agreement of the Parties following joint review prior to the end of each three (3) year period, so long as the S&T Agreement remains in force. The Agreement may be amended by written agreement of the Parties.

6. This Agreement may be terminated in writing by the Parties' mutual agreement, or upon three (3) months' written notice by either Party to the other Party.

DONE at Tallinn, in duplicate, this 25 day of February 2011.

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

FOR THE MINISTRY OF ECONOMIC AFFAIRS AND COMMUNICATIONS OF THE REPUBLIC OF ESTONIA: