

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PETROLEUM SAFETY AUTHORITY
OF THE
KINGDOM OF NORWAY
AND THE
MINERALS MANAGEMENT SERVICE
OF THE
DEPARTMENT OF THE INTERIOR
OF THE
UNITED STATES OF AMERICA**

The Petroleum Safety Authority of the Kingdom of Norway and the Minerals Management Service of the Department of the Interior of the United States of America (herein referred to as the "Parties") have reached the following understandings:

ARTICLE I: SCOPE AND OBJECTIVES OF COOPERATION

1. The objectives of this Memorandum are to establish closer and more regular contacts, promote cooperative activities related to the principles and methods of ensuring safe operations in exploration for and the development of offshore mineral resources, and to promote the sharing of scientific and technical information including information on management and administrative procedures and practices, safety, and emergency preparedness. All objectives should be pursued in accordance

with the applicable laws, rules, and regulations of Norway and the United States.

2. This Memorandum is in implementation of and subject to any applicable science and technology agreements between the respective countries of the Parties.

3. The Parties may undertake to provide enhanced opportunities to exchange information, including ideas, skills, and techniques; consult regularly; make use of special facilities; and address problems of mutual interest related to offshore oil, gas, and mineral activities.

4. For cooperation requested by either Party that extends into subjects outside the scope of expertise of the Parties, either Party may, with the consent of the other, and subject to applicable laws, rules, regulations, and policies of each country, endeavor to enlist the participation of other entities. Either Party may, with the consent of the other, include the participation of other organizations of Norway or the United States in the development of activities within the scope of this Memorandum. Participation by other organizations should be governed by the provisions of this Memorandum.

ARTICLE II: COOPERATIVE ACTIVITIES

Cooperative activities may include exchanges of scientific and technical information, mutually beneficial cooperative research, and exchange visits of individuals sponsored by either Party within the scope of programs of the Parties.

ARTICLE III: SOURCE OF FUNDING

Each Party will cover its own costs subject to the funds and personnel resources available to it. Nothing in this Memorandum should constitute a commitment to allocate, now or in the future, unappropriated funds for cooperative activities under this Memorandum or annexes hereto.

ARTICLE IV: REPORTS, DOCUMENTS, AND RELEASE OF INFORMATION

1. Subject to the applicable laws, rules, and regulations of the respective countries, information, data and reports of cooperative activities carried out under this Memorandum may be released by either Party with the consent of the other Party or as otherwise may be required by conditions and circumstances in

connection with any project executed pursuant to this Memorandum.

2. Any commitment of the Parties to preserve the confidentiality of information is subject to applicable laws, rules, and regulations of the respective countries.

ARTICLE V: REVIEW AND COORDINATION OF ACTIVITIES

The Parties may designate representatives who, at times mutually decided upon, should review and coordinate the activities under this Memorandum.

ARTICLE VI: INTELLECTUAL PROPERTY

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum and future projects should be in accordance with applicable international agreements.

ARTICLE VII: DISCLAIMER

Information transmitted by one Party to the other under this Memorandum should be accurate, but the transmitting Party does not warrant the suitability of information transmitted for any particular use or application by the receiving Party or by any third party. Neither Party should be held responsible for any consequences of the use of or reliance upon such information.

ARTICLE VIII: PROJECTS (ANNEXES)

Any activity carried out under this Memorandum should be agreed upon by the Parties in writing before being undertaken. Whenever more than the exchange of scientific and technical information or exchange visits of individuals is planned to take place, such activity should be described in a project proposal which shall set forth as appropriate to the activity, a work plan, staffing requirements, cost estimates, funding source, and other undertakings, obligations, or conditions not included in this Memorandum.

ARTICLE IX: EFFECTIVE DATE AND TERMINATION

This Memorandum shall enter into force upon signature of both Parties and shall remain in effect for 5 years. It may be amended or extended by written agreement of the Parties. This Memorandum may be terminated at any time by either Party upon ninety (90) days written notice to the other Party. The termination of this Memorandum should not affect the validity or duration of projects under this Memorandum which are initiated prior to such termination.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Memorandum.

Done in _____, in duplicate this _____ day of _____, 2004.

FOR THE PETROLEUM SAFETY AUTHORITY OF THE KINGDOM OF NORWAY

Magne Ognedal

FOR THE MINERALS MANAGEMENT SERVICE OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA

R. M. "Johnnie" Burton

