

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MINERALS MANAGEMENT SERVICE
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND THE
DEPARTMENT OF PRIMARY INDUSTRIES AND ENERGY
OF AUSTRALIA
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION RELATING TO
OFFSHORE OIL, GAS AND MINERAL ACTIVITIES**

Introduction

The Minerals Management Service of the United States Department of the Interior (hereinafter referred to as the "MMS") and the Department of Primary Industries and Energy (hereinafter referred to as "DPIE"), desiring to share information related to offshore oil, gas and mineral activities, have reached the following understandings:

Section I: Scope and Objectives

1. The MMS and DPIE (hereinafter referred to as the "Participants") will share scientific and technical information related to offshore oil, gas and mineral activities including but not limited to information on resource assessment, administrative procedures and practices, leasing, development, environmental protection, economic analysis, risk perception, safety of personnel and offshore installations and pipelines, and public education in accordance with this Memorandum of Understanding (hereinafter referred to as "MOU") which establishes the procedure for cooperation.
2. The purpose of this MOU is to establish a framework for the exchange of scientific and technical knowledge with respect to offshore oil, gas and mineral activities as defined in paragraph 1. Cooperative activities in these fields may include exchanges of technical information and exchange visits of individuals sponsored by either Participant within the scope of programs of MMS and DPIE.
3. The MMS and DPIE undertake to provide enhanced opportunities to exchange information, ideas, skills, and techniques; consult together regularly and 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 Participant that extends into subjects outside the scope of expertise of the MMS and DPIE, either Participant may, with the consent of the other, and subject to applicable laws, regulations, and policies of each country, endeavor to enlist the participation of other entities. Either Participant, with the consent of the other, may include the participation of other organizations of Australia and/or the United States in the development of activities contained in the scope of this MOU.

Section II: Cooperative Activities

Cooperative activities under this MOU may include, but are not limited to, activities in the scientific and technical areas of mutual interest described in Section I.

Section III: Source of Funding

The cooperative activities carried out under this MOU and the project annexes thereto adopted pursuant to Section VII below will be subject to the funds and staff available to MMS and DPIE. Each Participant will cover its own costs except in cases where special financing is available for selected activities; in such cases, the terms of financing will be decided by both Participants before the commencement of activities. Activities undertaken pursuant to this MOU will be subject to the availability of appropriated funds to the Participants.

Section IV: Reports, Documents and Release of Information

1. Subject to the applicable laws and regulations of the respective countries, information, data and reports of cooperative activities carried out under this MOU may be released by either Participant with the consent of the other Participant or as otherwise may be required by conditions and circumstances in connection with any annex executed pursuant to Section VII below.

2. Any commitment of MMS and DPIE to preserve the confidentiality of information is subject to applicable laws and regulations of the respective countries.

Section V: Review of Activities

The Participants will designate representatives who, at times mutually decided upon, will review the activities under this MOU.

Section VI: Disclaimer

Information transmitted by one Participant to the other under this MOU will be accurate to the best knowledge and belief of the transmitting Participant, but the transmitting Participant does not warrant the suitability of the information transmitted for any particular use or application by the receiving Participant or by any third party.

Section VII: Project Annexes

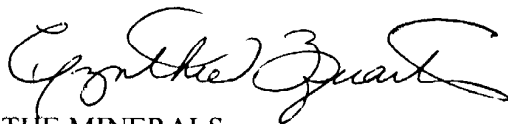
The specifics of any activity decided upon within the terms of this MOU, including as appropriate, details concerning financial arrangements and the allocation and protection of property rights, including intellectual property rights, will be confirmed in writing between MMS and DPIE. Any activity involving other than the exchange of technical information or exchange visits of individual will be described in an annex to this MOU which will set forth as appropriate a work plan, staffing requirements, cost estimates, funding sources, the adequate and effective protection of intellectual property rights and other arrangements or conditions not included in this MOU. In case of any inconsistency between the terms of this MOU and the terms of any annex hereto, the terms of this MOU will prevail, unless the new annex specifically provides that the Participants intend to override the relevant terms of the MOU.

Section VIII: Status of the Memorandum of Understanding

This MOU is not intended to create obligations binding under international law. The Participants do not intend, or expect, to create intellectual property under this MOU. If it appears that activities under this MOU may result in the creation of intellectual property, the Participants will consult with a view to protect intellectual property, or will redesign the program to avoid the creation of intellectual property.

Section IX: Implementation and Termination

This MOU will come into effect on the date of the latter signature by Participants and remain in effect for five (5) years. It may be extended by written agreement of the Participants. This MOU may be terminated at any time by either Participant upon ninety (90) days written notice to the other Participant. The termination of this MOU will not affect the validity or duration of projects under this MOU which are initiated prior to such termination.



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



FOR THE DEPARTMENT OF
PRIMARY INDUSTRIES AND
ENERGY OF AUSTRALIA

Date: 9/18/98

Date: 18 September 1998