

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA
AND
THE ROYAL MINISTRY OF PETROLEUM AND ENERGY OF THE KINGDOM OF
NORWAY
TO STRENGTHEN COOPERATION ON OFFSHORE ENERGY AND MINERAL
RESOURCES

The Department of the Interior, a department of the Government of the United States of America, and the Royal Ministry of Petroleum and Energy, a ministry of the Government of the Kingdom of Norway (hereinafter jointly referred to as “Participants” and individually as “Participant”);

Recognizing the importance of energy and mineral resources to economic growth;

Recognizing the economic importance of the energy and mineral sectors to both countries, as well as the common interests in sustainable resource management through continuing safe and responsible exploration, development, and production of offshore oil and gas;

Recognizing the well-established cooperation between the United States of America and the Kingdom of Norway in health, safety, and environmental aspects of offshore oil and gas activities;

Wishing to promote mutually beneficial cooperation in the development of offshore wind energy resources as a clean and sustainable energy source;

Wishing to share information and experience regarding sound regulation of profitable offshore mineral activities, including of critical minerals;

Bearing in mind that this Memorandum of Understanding (MOU) is intended to provide a general framework for cooperation in the area of offshore energy and mineral resources;

Have reached the following understandings:

Section 1 – Objective

The objective of this MOU is to promote a mutually beneficial relationship between the Participants in the area of offshore energy and mineral resources.

The U.S. Department of the Interior has designated the Bureau of Ocean Energy Management to implement the cooperative activities under this MOU on its behalf. The Royal Ministry of Petroleum and Energy of the Government of the Kingdom of Norway will implement the cooperative activities under this MOU on its own behalf.

Section 2 – Priorities for Cooperation

The high priority areas for cooperation on offshore energy and mineral resources between the Participants under this MOU may include, but are not limited to, the following:

- a. Exchanges of information, experiences, best practices, and policy initiatives regarding offshore oil and gas activities;
- b. Exchanges of information, experiences, best practices, and policy initiatives regarding offshore wind energy activities;
- c. Exchanges of information, experiences, best practices, and policy initiatives regarding offshore mineral activities;
- d. Exchanges of information and cooperation regarding research and development for technologies related to offshore energy and minerals;
- e. Exchanges of information, experiences, and best practices related to consultation, engagement, and co-existence with other users of the sea and the seabed, such as the fishing industry, the maritime industry, and other ocean stakeholders; and
- f. Exchanges of scientific information and non-proprietary data related to offshore oil and gas, other forms of energy, and minerals.

Section 3 – Modalities for Cooperation

Cooperative mechanisms to accomplish the objectives set forth in this MOU may include, but are not limited to, the following:

- a. Transfers of information and documentation;
- b. Visits between government officials; and

- c. Joint organization of and participation in seminars, workshops, and meetings.

The Bureau of Ocean Energy Management and the Royal Ministry of Petroleum and Energy each intend to designate a senior official to serve as a coordinator to lead the planning and execution of cooperative activities under the MOU, and for each senior official to coordinate with officials in other relevant agencies and authorities within their jurisdictions and involve them as appropriate.

Section 4 – Encouragement of Participation

Both Participants may encourage, as appropriate, government institutions, nongovernmental organizations, the private sector, and scientific-academic institutions to participate in cooperative activities in support of the objectives of this MOU.

Section 5 – Costs

Each Participant intends to assume its own costs associated with the cooperative activities under this MOU, in accordance with applicable national laws and available funding, unless the Participants decide otherwise in writing. Nothing in this MOU represents a commitment of funds by either of the Participants.

Section 6 – No Implied Liability

The Participants understand that cooperative efforts and activities under this MOU are intended for the purposes of information sharing only, and not to provide advice or consultancy.

Section 7 – Release and Sharing of Reports, Documents, and Information

The Participants do not expect that activities under this MOU will result in the creation of intellectual property. However, if information of commercial value and/or intellectual property results from the cooperative activities covered by this MOU, the Participants intend to act in accordance with their applicable national laws and the relevant international agreements in the treatment of such information. The Participants understand that their respective national laws govern the disclosure of all information that results from the cooperative activities of this MOU.

Section 8 – Legal Considerations and Relationship to Other Arrangements

Activities under this MOU are subject to the applicable laws, regulations, and policies of each Participant, and to the availability of resources. Nothing in this MOU is intended to affect the Participants' rights and obligations under existing bilateral and multilateral agreements to which the United States of America and the Kingdom of Norway are both Parties or Participants.

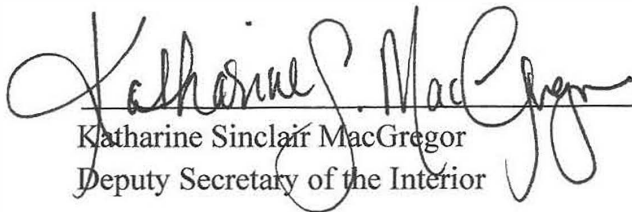
This MOU represents an understanding between the Participants and does not constitute a legally binding agreement.

Section 9 – Operative Date, Modification and Discontinuation of this MOU

- a. This MOU becomes operative on the date of signature by both Participants.
- b. This MOU may be modified at any time by the mutual written consent of the Participants.
- c. Either Participant may discontinue its cooperation under this MOU at any time, but should endeavor to provide at least ninety (90) days advance notice to the other Participant of its intent to do so.

Signed in Washington, D.C., in duplicate, on August 18, 2020.

FOR THE DEPARTMENT OF THE
INTERIOR OF THE UNITED STATES OF
AMERICA



Katharine Sinclair MacGregor
Deputy Secretary of the Interior

FOR THE ROYAL MINISTRY OF PETROLEUM
AND ENERGY OF THE KINGDOM OF
NORWAY



Kåre R. Aas'
Ambassador to the United States