

MINISTERIO DE INDUSTRIA, ENERGÍA Y MINERÍA
REPÚBLICA ORIENTAL DEL URUGUAY

**MEMORANDUM OF UNDERSTANDING
ON RENEWABLE ENERGIES, SMART GRIDS AND ENERGY EFFICIENCY
BETWEEN THE MINISTRY OF INDUSTRY, ENERGY AND MINING OF
URUGUAY AND THE FRAUNHOFER INSTITUTE**

The Ministry of Industry, Energy and Mining of Uruguay (MIEM) and the Fraunhofer Institute here in after referred to as the “Parties”,

Within the framework of this Memorandum of Understanding (MOU),

Expressing the desire to strengthen friendly relations between the Uruguayan and German people, and the two nations,

Identifying the common interests shared by the Parties in the promotion of renewable energies, smart grids and energy efficiency,

Recognizing that common challenges such that area require close cooperation in the fields of science, technology and innovation,

Guided by the mutual interest and benefit in encouraging and facilitating partnerships, trade and investment cooperation, commercial ventures, business activities, as well as education, research, development and innovation,

Wishing to strengthen the mutually beneficial cooperation within the framework of international multilateral agreements and conventions, to which both countries are Parties,

Have reached the following understanding:

PARAGRAPH I – Objectives

The Parties acknowledge existing opportunities to further consolidate and enhance cooperation in the field of renewable energies, including, but not limited to: Solar, Wind, Biomass, Biofuels, Small Hydro Power,

The Parties encourage the energy mix optimization with renewable energies, through the incorporation of smart grids arrangements such as energy storage and demand side management, as well as on issues related to energy efficiency, in sectors such as transportation, building and commerce.

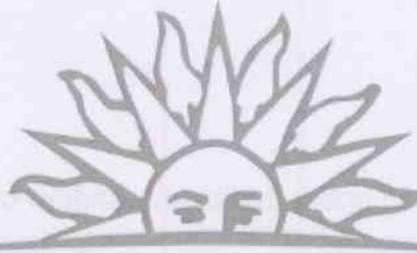
PARAGRAPH II: Areas of cooperation

- a) To facilitate identification and implementation of research and development programs in the areas of science and technology related to renewable energies, smart grids, energy efficiency and demand side management.
- b) To encourage research, entrepreneurship development, and support the creation of knowledge intensive companies.
- c) To promote and exchange experiences between technology suppliers and foster implementation of pilot projects of new technologies in renewable energies, smart grids and energy efficiency.
- d) Other areas decided upon by the Parties

PARAGRAPH III – Forms of cooperation

The cooperation between the Parties includes the following types of activities:

- a) Education, training and capacity building through seminars, workshops, courses, matchmaking and exchange events,



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- b) Sharing knowledge, expertise and lessons learned,
- c) Studies and research,
- d) Exchange of publications, reports, and all types of information and materials which may be necessary for the implementation and performance of this MOU,
- e) Networking potential partners, such as companies, universities, research organizations and officials operating in the area selected,
- f) Facilitate meetings of experts and working missions in the technical areas linked to the objective of this MOU,
- g) To exchange experiences and knowledge related to business partnerships,
- h) To enhance cooperation in order to facilitate capacity building, scientific, technological, academic and entrepreneurial cooperation for identification of productive complementarities.
- i) Encouraging development of partnerships in the contexts of multilateral development programs and projects financed by international finance institutions, in which both Parties have common interests,
- j) Other arrangements, which will allow cooperation of joint activities of mutual interest.

PARAGRAPH IV – Costs, financing and risks

Unless otherwise mutually decided, both Parties will cover their own costs. The Parties are also responsible for all the risks related to the preparation and

implementation of cooperation under this Memorandum of Understanding.

The Parties will make the best efforts to make available appropriate means in order to achieve the objectives of the cooperation. This will be subject to the availability of appropriated funds, regulations and policies of the Parties.

Parties may seek funding from third parties.

PARAGRAPH V - Monitoring and coordination

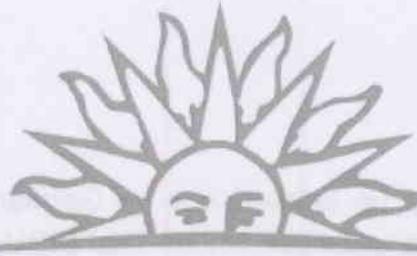
The Parties will designate a focal point for the implementation of this MOU and notify the other Parties of the designation within one (1) month of the effective date of this MOU. The focal points will be in charge of facilitating, coordinating and monitoring all activities undertaken pursuant to this MOU. The focal points will inform the Parties of the activities.

The focal points will present an agreed working plan within 60 days after the designation of the focal point.

The parties could establish a Joint Working Group to coordinate the above mentioned activities and propose projects related to the design and development of renewable

energy technologies as well as energy efficiency policies with the purpose of:

- Identifying areas of mutual interest and cooperation for the complementary development of technologies in the issues identified.
- Planning, monitoring and assessment of cooperation activities in the areas selected.
- To facilitate development of innovations within the scope of this Memorandum of Understanding



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Parties acknowledge that any specific initiative/project, as a result of collaboration between the parties, need to be further defined in future annexes of this MOU.

PARAGRAPH VI – Joint participation by other institutions

The Participants, by mutual acceptance, will be able to identify and call upon other ministries, public or private institutions, such as scientific, academic, and entrepreneurial organizations, to participate in the above-mentioned activities.

In this respect, the parties have identified, but not limited to: Pando Science and Technology Park (Parque Científico y Tecnológico de Pando - PCTP) to develop research activities.

PARAGRAPH VII – Respect for intellectual property rights

The Parties, in accordance with the respective national legislations and international treaties to which they are parties, undertake to ensure effective protection of the rights for intellectual property transferred or created under this MOU. For the purpose of this MOU, intellectual property is understood to have the meaning given in Article 2 of the Convention Establishing the World Intellectual Property Organization, adopted at Stockholm on 14 July 1967.

Separate arrangement may be worked out by German and Uruguayan partners participating in collaborative activities under this MOU, which bears commercial, business or other proprietary aspects, for safeguarding their intellectual property rights involved in such activity and the dissemination thereof.

PARAGRAPH VIII - Amendments

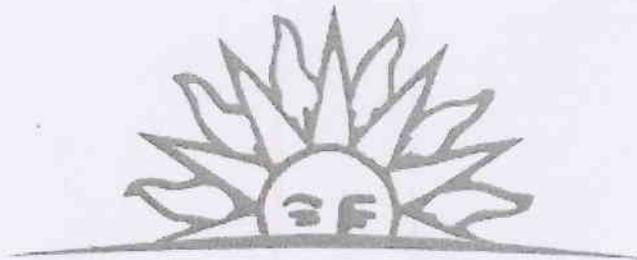
This MOU may be amended by mutual written consent of the Parties. These amendments will come into effect on the date decided by the Parties. These amendments will form an integral part of this MOU.

PARAGRAPH IX - Resolution of disputes

In the event of any disputes regarding the interpretation or performance of this MOU, the Parties will reach amicable understanding through consultation and negotiations.

PARAGRAPH X – Effective date, duration and termination

This MOU will come into effect on the date of its signature and will remain effective for the period of five (5) years. Its validity will be extended automatically for successive periods of one (1) year unless either one of the Parties submits a written notice to the other Parties indicating its intention to terminate it at least six (6) months before its expiration date.



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The termination of this MOU will not affect the validity and duration of the activities accepted upon pursuant to this MOU and initiated prior to such termination.

Signed in Berlin on 8th. February 2017, each in three (3) original copies of English, being equally authentic.

Carolina Cosse
Minister of Industry, Energy and Mining
Uruguay

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