

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

The Norwegian Petroleum Directorate 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 "Participants") have reached the following understandings:

SECTION 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 sound resource management in exploration for and the prudent production of subsea petroleum deposits, and to promote the sharing of scientific and technical information on management and administrative procedures and practices, exploration and production strategies, and technical solutions based on safety, emergency preparedness and safeguarding of external environment. All objectives should be pursued in accordance with the applicable laws, rules, and regulations of Norway and the United States.
2. This Memorandum is subject to any application science and technology agreement between the respective countries of the Participants.
3. The Participants 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 Participant that extends into subjects outside the scope of expertise of the Participants, both Participants 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 Participant 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.

SECTION 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 Participant within the scope of program of the Participants.

SECTION III: SOURCE OF FINDING

Each Participant should 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.

SECTION 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 Participant with the consent of the other Participant or as otherwise may be required by conditions and circumstances in connection with any project executed under this Memorandum.

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

SECTION V: REVIEW AND COORDINATION OF ACTIVITIES

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

SECTION 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 and existing national laws.

SECTION VII: DISCLAIMER

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

SECTION VIII: PROJECTS (ANNEXES)

Any activity carried out under this Memorandum should be by mutual consent of the Participants 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 that sets 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.

SECTION IX: TERM, MODIFICATION, EXTENSION

This Memorandum should commence upon signature of both Participants and is intended to be applied for 5 years. It may be modified or extended in writing by the Participants. Each Participant should provide ninety (90) days advance written notice of its intent to discontinue the Memorandum to the other Participant. The discontinuation of this Memorandum should not affect the projects under this Memorandum which are initiated prior to such discontinuation.


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

Signed in Houston, TX, in duplicate this 6 day of May, 2009.

**FOR THE NORWEGIAN PETROLEUM FOR THE MINERALS
DIRECTORATE OF THE KINGDOM OF MANAGEMENT SERVICE OF THE
NORWAY**

**DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF
AMERICA**


Name: **Bente Nyland**
Designation: **Director General**


Name: **Walter D. Cruickshank**
Designation: **Acting Director**