

MEMORANDUM OF UNDERSTANDING

Between

The State of Vermont

and

The State of Upper Austria

Regarding

Cooperation in the Field of Biomass Thermal Energy

This document is a Memorandum of Understanding (MOU) between the State of Vermont, USA and the State of Upper Austria, Austria hereinafter referred to as the parties. The Governor of Vermont and the Governor of Upper Austria are hereinafter referred to as the entities.

Whereas: Upper Austria is recognized as a global leader in the field of biomass energy;

Whereas: Vermont is recognized as a national leader in the United States in biomass energy;

Whereas: Both entities understand that strong action is needed to diversify their energy supply while protecting the environment and improving environmental quality and are committed to promoting sustainable energy technologies;

Whereas: Both entities recognize the linkages between biomass energy, climate change, energy security, job creation, and sustainable economic growth;

Whereas: Both entities understand that the demand for energy is growing globally and the call for energy independence can be facilitated by means of international cooperation;

Whereas: Both entities seek to strengthen the collaboration in areas of mutual interest in the field of renewable energy, and in particular the areas of biomass energy for thermal purposes;

Whereas: Both entities recognize the common interests shared by the Parties toward the development of clean, affordable, and sustainable energy sources;

Whereas: Both entities understand that this MOU is intended to provide a general framework for cooperation and to express the cooperative intent of the Parties;

Be it resolved that: The State of Vermont, USA and the State of Upper Austria, Austria have reached the following understanding:

ARTICLE 1

The objective of this MOU is to promote a mutually beneficial partnership between the Parties in the field of renewable energy and energy efficiency. The cooperation under this MOU will include:

1. Mutual exchange of experiences and information regarding the design and implementation of policies aimed at promoting biomass energy;
2. Organization of support for scientific and technological cooperation relevant to biomass energy;
3. Cooperation regarding education and training.

ARTICLE 2

Within the framework of Article 1, the following topics have been identified as high priority areas for cooperation between the Parties under the framework of this MOU:

1. Development and promotion of renewable energy sources, especially biomass as well as energy efficiency in buildings;
2. Deployment and transfer of advanced renewable energy and energy efficiency technologies;
3. Establishment of business and Research and Development partnerships supporting innovation and green technology employment.

ARTICLE 3

Each entity will nominate a liaison or liaisons who will engage with their respective counterpart to coordinate the work being undertaken under this MOU and evaluate its results. Cooperation between the Parties under this MOU will include:

1. Exchange of information and policy ideas and actions from each state to the other relative to public education, regulation and incentives for biomass and energy efficiency programs;

2. Exchange visits by experts, representatives of institutions, researchers and delegations. Each state will support trade delegations including policy makers, regulators, equipment vendors, trade associations, and technical consultants from each state to each state to learn from each other and identify further opportunities for collaboration and learning;
3. Exchange of ideas that would assist Vermont in stimulating development of district heating;
4. Jointly organized seminars, workshops and meetings involving experts, scientists, private companies and other relevant agencies and promote relevant trade shows and conferences from each state to the other;
5. Exchange of ideas on how to leverage relationships in Vermont to build opportunities with the broader North American market;
6. Explore the potential for importing and exporting equipment and technical expertise;
7. Collaboration from each state to the other to identify funds to support these efforts through national and international grant organizations including but not limited to the George Marshall fund, the U.S. Department of Commerce, the U.S. Small Business Administration, the European Union and other organizations;
8. Other forms of cooperation as mutually agreed upon.

More specifically the parties call for the creation of:

9. A Green Energy Information Exchange Network - Establish specific lines of communications between Vermont & Upper Austria's trade and policy organizations, industry resource groups and stakeholder groups. The intent shall be to cultivate the on-going exchange of industry and market trends, best practices, and market and policy challenges for various renewable energy and energy efficiency sectors;
10. A Green Energy Educational Exchange Network – Establish lines of communication between Vermont & Upper Austria's educational institutions that are leaders in renewable energy and energy efficiency education. This network will include public and private colleges, industry training institutions, high schools and academies.

The Parties shall encourage organizations, private companies, government institutions at all levels and research institutions in both states to establish cooperation activities aimed at fulfilling the objectives of this MOU. The Parties understand that the activities or actions under this MOU should always be within the legal framework governing each one.

ARTICLE 4

In implementing this MOU, each entity will meet the expenses of its participation in the activities, in accordance with its own financial and budgetary processes and subject to the availability of funds. Costs related to the activities under this MOU are subject to the availability of appropriate funds, in conformity with budgetary provisions and the relevant laws of each Party. All costs resulting from cooperation under this MOU are to be borne by the Party that incurs them, unless otherwise mutually agreed.

ARTICLE 5

Any dispute about the interpretation or implementation of this MOU will be resolved through consultations between the Parties. If problems related to the MOU and its implementation should occur, these problems will be resolved on the basis of mutual understanding between the representatives of the entities.

ARTICLE 6

Each entity will implement this MOU in a manner consistent with the laws and regulations of its jurisdiction. The entities acknowledge that this MOU is only intended to provide for cooperation between the entities and that it does not create any legally binding rights or obligations. To the extent any other provision of this MOU is inconsistent with this paragraph, this paragraph shall prevail. The entities commit themselves in good will to implement this MOU to the fullest extent practicable, subject to any changes in environmental policy that they may adopt.

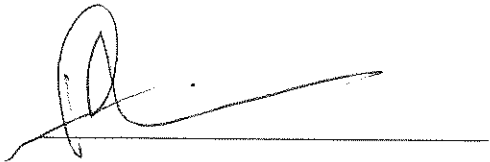
This MOU may be amended at any time by the mutual written consent of the Parties.

ARTICLE 7

This MOU will take effect on the date of signature by the entities, subject to the approval of the competent bodies. This MOU will remain in effect for a period of five years. Either entity may cancel the MOU at any time upon three months' notice.

Done at Linz, Upper Austria, and Montpelier, Vermont, in two originals in the English and the German languages which are both equally binding.

Governor of Vermont

A handwritten signature in dark ink, consisting of a large, stylized initial 'D' followed by a long, sweeping horizontal stroke.

Governor of Upper Austria

Date: _____

Minister of Energy, Upper Austria

Date: _____