

AGREEMENT

Between the Government of the Republic of Armenia and the Government of the United States of America on science and technology cooperation

The Government of the Republic of Armenia and the Government of the United States of America (hereinafter referred to as the "Parties"):

Realizing that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology to the benefit of both countries, as well as all mankind;

Affirming that in sharing responsibility for contributing to the world's future prosperity and well-being, they should make further efforts to strengthen their respective national research and development policies;

Convinced that cooperation in the field of science and technology is an important component of their bilateral relations;

Considering science and technology cooperation as an important contribution and benefit to the world's environment and to the development of the economy of each country;

Resolving to undertake new and energetic efforts to develop and expand this cooperation;

Have agreed as follows:

Article 1

The purposes of this Agreement are to promote broadened and expanded relations between the scientific and technological communities in both countries by creating favorable conditions for cooperation and to develop science and technology cooperation for peaceful purposes on a mutually beneficial and balanced basis.

Article 2

1. The Parties shall encourage cooperation through exchanges of ideas, information, skills and technologies; exchanges of scientists and technical experts; the convening of joint seminars, scientific conferences, and meetings; training and enhancing the skills of scientists and technical experts; the conduct of joint research projects and studies and other forms of scientific and technological cooperation as may be mutually agreed upon.

2. Cooperation under this Agreement shall be based on shared responsibilities and equitable contributions and benefits, commensurate with the two countries' respective scientific and technological strengths and resources.

Article 3

The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation between government agencies and organizations, universities, science and research centers, institutes and institutions, private sector firms and other entities of the two countries.

Article 4

The science and technology agencies and organizations of the Parties may conclude implementing arrangements in specific areas of science and technology cooperation under this Agreement. These implementing arrangements shall cover, as appropriate, topics of cooperation, procedures to be followed, financial arrangements, and other relevant issues.

Article 5

Cooperative activities under this Agreement shall be conducted in accordance with the applicable laws, regulations, and procedures in both countries and shall be subject to the availability of resources.

Article 6

1. The Parties shall promote the development of joint projects, which may be pursued in conjunction with other international programs. The Parties shall promote actively the inclusion of science and research organizations, scientists and specialists of both countries in implementation of these programs.

2. Scientists, technical experts, governmental agencies and institutions of third countries or international organizations may, in appropriate cases, be invited by agreement of both Parties to participate, at their own expense unless the Parties are otherwise agreed, in projects and programs being carried out under this Agreement.

Article 7

Each Party shall designate an Executive Secretary to conduct administrative affairs and, as appropriate, to provide oversight and coordination of activities under this Agreement.

Article 8

1. Scientific and technological information of a non-proprietary nature resulting from cooperation under this Agreement, other than information which is

not disclosed for national security, commercial or industrial reasons, shall be made available, unless otherwise agreed, to the world scientific community through customary channels and in accordance with normal procedures of the participating agencies and entities.

2. The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement is provided for in an Annex, which shall form an integral part of this Agreement, and shall apply to all activities conducted under the auspices of this Agreement unless agreed otherwise by the Parties or their designees in writing.

Article 9

With respect to cooperation under this Agreement, each Party, in accordance with its international obligations, national laws and regulations, shall:

(a) facilitate entry into and exit from its territory of appropriate personnel and equipment of the other Party used in projects and programs under this Agreement;

(b) promote, inter alia, the organization of programs for joint activities, meetings, familiarization site-visits, permitting the appropriate personnel of the other Party participating in cooperative activities under this Agreement to effectively implement measures called for by the programs, including travel to its relevant geographic areas, visits to necessary institutions, acquaintance with data and materials which are of interest for cooperation, and arrangement of contacts of individual scientists and specialists of both sides as needed to carry out those activities;

(c) facilitate duty free entry for necessary materials and equipment of the other Party provided pursuant to this Agreement for use in joint activities.

Article 10

In the event that differences arise between the Parties with regard to the interpretation or application of the provisions of this Agreement, the Parties shall resolve them by means of negotiations and consultations.

Article 11

This Agreement is without prejudice to rights and obligations under existing science and technology agreements and other arrangements in force between the Parties and their science and technology agencies and organizations.

Article 12

1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for ten years. It may be amended or extended for further ten-year periods by written agreement of the Parties.

2. This Agreement may be terminated at any time by either Party upon six months written notice to the other Party.

3. Unless otherwise decided by the Parties, termination of this Agreement shall not affect the implementation of any cooperative activity carried out under this Agreement and not completed upon termination of this Agreement.

Done at Washington on this 28th day of February 1997.

ANNEX INTELLECTUAL PROPERTY

Pursuant to Article 8 of this Agreement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

1. Scope

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed to by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

C. This Annex addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with the Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Annex does not otherwise alter or prejudice the allocation between a party and its nationals, which shall be determined by that Party's laws and practices.

D. Disputes concerning intellectual property arising under this Agreement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the UNCITRAL shall govern.

E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

2. Allocation of rights

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work

prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in Section 2 (A) above, shall be allocated as follows:

1. Researchers and scientists visiting in furtherance of their education shall receive intellectual property rights under the existing rules of the host institution. In addition, each visiting researcher named as an inventor or author shall have the right to national treatment regarding awards, benefits or other compensation, including royalties, in accordance with the existing rules of the host institution.

2. (a) For intellectual property created by the participants during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each party shall be entitled to obtain all rights and interests in its own territory. The allocation of rights and interests in third countries will be determined in implementing arrangements. The rights to intellectual property shall be allocated with due regard for the economic, scientific and technological contributions from each Party to the creation of intellectual property. If research is not designated as "joint research" in the relevant implementing arrangement, rights to intellectual property arising from the research will be allocated in accordance with paragraph 2 B1. In addition, each person named as an inventor or author shall have the right to national treatment regarding awards, benefits and other compensation, including royalties, in accordance with the existing rules of the host institution.

(b) Notwithstanding paragraph 2 B2 (a) if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests in all countries which provide rights to such intellectual property. Persons named as inventors or authors of the property shall nonetheless be entitled to national treatment in regard to awards, benefits, or other compensations, including royalties/ in accordance with the rules as provided in paragraph 2 B2 (a).

3. Business confidential information

In the event that information identified in a timely fashion as business-confidential is furnished or created under the Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice.

Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

The Agreement has entered into force on February 28, 1997.