



Treaty Series No. 25 (2017)

Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America on Scientific and Technological Cooperation

Washington, 20 September 2017

[The Agreement entered into force on 20 September 2017]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
November 2017*



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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE UNITED STATES OF AMERICA ON
SCIENTIFIC AND TECHNOLOGICAL COOPERATION**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America (hereinafter referred to as “the Parties”);

Convinced that elevating international cooperation across scientific research, technology and innovation will strengthen the bonds of friendship and understanding between their peoples and will advance both countries;

Recognizing the successful scientific research cooperation which has developed over many years between the two countries;

Recognizing the value of open data for scientific research, technological cooperation, and evidence-based decision-making;

Committing to make every effort to create inclusive scientific research communities that promote under-represented groups such as women and ethnic minorities;

Considering scientific research and technological cooperation is an important condition for the development of national economies and a basis for expanded trade, and

Intending to strengthen their economic cooperation through specific and advanced technology applications;

Have reached the following agreement:

ARTICLE 1

1. The Parties shall develop, support, and facilitate cooperation across scientific research (for the avoidance of doubt scientific research includes research concerning the Social Sciences and the Arts & Humanities and all subsequent references to scientific research in this Agreement should be interpreted accordingly) and technological cooperation between their two countries on the basis of the principles of equality, reciprocity, and mutual benefit. Such cooperation may include basic research, applied research, innovation, engineering, higher education, and scientific human resource capacity, as well as other scientific research and technological areas in which they may subsequently decide to cooperate.

2. Cooperative activities under this Agreement may include but are not limited to coordinated programs and joint research projects, studies, and investigations, joint scientific courses, workshops, training and mobility of scientists and technical experts, conferences, and symposia, and the exchange of scientific research and technological information and documentation in the context of cooperative activities.

ARTICLE 2

Scientific and technological cooperation pursuant to this Agreement shall be subject to the applicable national laws and regulations of the Parties in accordance with the laws and regulations of each Party.

ARTICLE 3

The scientific research and technological cooperation described in Article I shall be carried out through implementing arrangements concluded between the Parties, each of which will describe the nature and extent of the respective cooperation, and any procedures to be followed, funding, allocation of costs, and other relevant matters.

ARTICLE 4

Each Party shall, in accordance with its national laws and regulations, seek to facilitate:

1. prompt and efficient entry into and exit from its territory, as well as domestic travel and work of persons participating in cooperative activities under this Agreement, and
2. prompt and efficient entry into and exit from its territory of appropriate equipment, instrumentation, research platforms, materials, supplies, samples, data, and project information directly related to cooperative activities under this Agreement.

Equipment provided by the sending Party for carrying out joint activities shall be considered scientific and not having a commercial character, and the receiving Party shall work toward obtaining duty free entry for such equipment.

ARTICLE 5

Provisions for the protection and distribution of intellectual property created, developed or furnished in the course of cooperative activities under this Agreement are set out in Annex I.

ARTICLE 6

Provisions for security of information and transfer of technology are set out in Annex II. The Annexes to this Agreement, including any which may subsequently be added to it by the Parties in accordance with paragraph 4 of Article XI below, are integral parts of this Agreement.

ARTICLE 7

1. Scientific research and technological information of a non-proprietary nature derived from the cooperative activities under this Agreement shall be made available, unless otherwise specified in writing in the respective implementing arrangement (as described in Article III above) to the world scientific community in accordance with this Agreement, and through customary channels, and, in line with the normal customs and practices of the agencies which are involved in the respective co-operation.

2. As far as reasonably practicable, and consistent with any applicable laws and policies, the Parties shall work toward facilitating the free and open exchange of data, as a result of cooperative activities under this Agreement, for the benefit of industry, and the scientific research community, and the wider public.

ARTICLE 8

Scientists, technical experts, and institutions of third countries or international organizations may be invited, jointly by the Parties, to participate in activities being carried out under this Agreement. The cost of such participation shall normally be borne by the invited third party unless specified otherwise in writing by both Parties.

ARTICLE 9

The provisions of this Agreement will not prejudice or influence any other arrangements for scientific research and technological cooperation between any cooperating agencies of the two countries which have been, or may be, put in place independently of this Agreement.

ARTICLE 10

1. Each Party shall designate an Executive Agent for the purposes of this Agreement. The Executive Agent shall be the Department of State for the United States of America, and the Department for Business, Energy and Industrial Strategy for the United Kingdom of Great Britain and Northern Ireland.
2. The Executive Agents shall collaborate closely to promote proper implementation of all activities and programs. The Executive Agent shall be responsible for coordinating the participation by its side in any implementing arrangements. After an implementing arrangement is concluded, cooperation under the respective arrangements shall be undertaken by cooperating agencies.

ARTICLE 11

1. This Agreement shall enter into force on the date of signature.
2. This Agreement shall remain in force for ten years, and it shall be automatically extended for consecutive periods of ten (10) years unless terminated in accordance with paragraph 3 below.
3. Either Party may terminate this Agreement at any time on 90 days' written notice to the other Party. Unless otherwise agreed by the Parties, the termination of this Agreement shall not affect ongoing cooperative activity undertaken under this Agreement.
4. The Parties may together at any time in writing amend or vary this Agreement through customary diplomatic channels.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement

DONE in duplicate at Washington on the twentieth day of September in the year 2017 in English language.

**For the Government of the
United Kingdom of Great
Britain and Northern Ireland:**

JO JOHNSON

**For the Government of the
United States of America:**

JUDITH GARBER

Annex I

Intellectual Property Rights

I. General Obligation

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

- A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.
- B. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by the Parties.
- C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its participants, which shall be determined by that Party's laws and practices.
- D. Except as otherwise provided in this Agreement, disputes concerning intellectual property arising under this Agreement shall 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 UNCITRAL shall govern.
- E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

III. Allocation of Rights

- A. Each Party shall be entitled to a worldwide, non-exclusive, irrevocable, royalty-free license to translate, reproduce, and publicly distribute monographs, 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 Agreement 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 paragraph III.A above, shall be allocated as follows:
 - (1) Prior to participation in cooperative activities under this Agreement by a visiting researcher, the host Party or its designee and the Party or its designee employing or sponsoring the visiting researcher may discuss and determine the allocation of rights to any intellectual property created by the visiting researcher. Absent such a determination, visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution. For purposes of this Agreement, a visiting researcher is a researcher visiting an institution of the other Party (host institution) and engaged in work planned solely by the host institution.
 - (2)
 - (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by Paragraph III.(B)(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that creator.
 - (b) Unless otherwise agreed in an implementing or other arrangement, each Party shall have within its territory a right to exploit and allow others to exploit intellectual property created in the course of the cooperative activities.
 - (c) The rights of a Party outside its territory shall be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.

- (d) Notwithstanding paragraphs III.B(2)(a) and (b) above, if either Party believes that a particular project is likely to lead to or has led to the creation of intellectual property not protected by the laws of the other Party, the Parties shall immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date of the initiation of the discussions, cooperation on the project in question shall be terminated at the request of either Party. Creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).
- (e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the invention promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

IV. Business Confidential Information

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

ANNEX II

Continued Security Obligations Under Each Party's Own National Laws

I. Introduction

It is the intent of both Parties to foster a collaborative research and innovation environment supportive of the free exchange of ideas. However, activities envisioned or provided for under this Agreement shall be subject to and consistent with the laws and regulations of each Party. National laws or regulations in the interest of national defense or foreign relations may, in some circumstances, limit the availability of certain information or technology requiring protection, restricted access (classification), or export controls. In cases where either Party identifies information or equipment relevant to cooperative activities under this Agreement that is subject to such protection, it shall consult the other Party with a view to determine whether the situation can be resolved to their mutual satisfaction.

II. Protection of New Information

If in the course of cooperative activities undertaken pursuant to this Agreement, information or technology that is known or believed to require special protections or restrictions under either Party's laws and regulations has been identified, it shall be brought immediately to the attention of the appropriate officials.

III. Exports and Transfer of New Information or Technology

With respect to the possible need for export controls which may be foreseen regarding new technology developed under this Agreement, including any which might arise under Section II of this Annex, if either Party deems it necessary, detailed provisions for the prevention of illegal transfer or retransfer of such information or technology shall be incorporated into the respective contracts or implementing arrangements. The Parties anticipate that information and technology developed under this Agreement will normally be exportable from the territory of either Party to the territory of the other Party, subject to any applicable regulatory or other legal controls or provisions, including any envisioned or provided for under the terms of this Annex.

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