

No. 32191

**FINLAND
and
UNITED STATES OF AMERICA**

Agreement relating to scientific and technological cooperation (with annexes). Signed at Washington on 16 May 1995

Authentic texts: Finnish and English.

Registered by Finland on 10 October 1995.

**FINLANDE
et
ÉTATS-UNIS D'AMÉRIQUE**

Accord relatif à la coopération scientifique et technologique (avec annexes). Signé à Washington le 16 mai 1995

Textes authentiques : finnois et anglais.

Enregistré par la Finlande le 10 octobre 1995.

AGREEMENT¹ RELATING TO SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of the Republic of Finland and the Government of the United States of America, hereafter referred to as the Parties,

Recognizing that scientific and technical cooperation can benefit the peoples of both countries and all mankind and that it strengthens the bonds of friendship between the two countries,

Have agreed as follows:

Article I

1. The Parties shall promote cooperation between the two countries in science and technology for peaceful purposes on the basis of mutual benefit, equality, and reciprocity.

2. The principal objective of this cooperation is the investigation of scientific and technological topics of mutual interest by providing opportunities to exchange ideas, information, skills, and techniques and to conduct joint research.

Article II

The activities contemplated under this Agreement may include exchanges of scientific and technological information, exchanges of scientists and technical experts, the convening of joint seminars and meetings, the conduct of joint research projects, and such other forms of scientific and technological cooperation as may be mutually agreed upon.

Article III

Pursuant to the aims of this Agreement, the Parties will encourage and facilitate, where appropriate, the development of direct contacts and cooperation between government agencies, research centers, and other institutions of the two countries. Where appropriate, the Parties will enlist the participation of other government agencies, research centers and other institutions in cooperative activities under this Agreement. Cooperative activities under this

Agreement will be conducted pursuant to implementing arrangements between the Parties.

Article IV

Unless otherwise provided for in an implementing arrangement, each Party, participating agency, or organizations shall bear the cost of its participation and that of its personnel engaged in cooperative activities under this Agreement.

Article V

Cooperative activities shall be undertaken in accordance with applicable laws and regulations in both countries and shall be subject to the availability of appropriated funds and personnel.

Article VI

Upon request of either Party representatives of the Parties shall meet to consider matters related to the implementation of this Agreement. Groups of experts may be designated to discuss specific questions. Each Party shall designate an office within a particular agency to maintain contacts between meetings.

Article VII

1. Each Party shall use its best efforts to facilitate entry to and exit from its territory of personnel and equipment of the other country, engaged on or used in projects and programs under this Agreement.

2. Each Party shall endeavor to ensure that all participants in agreed cooperative activities under this Agreement have access to facilities and personnel within its country as needed to carry out those activities.

3. Each Party shall endeavor to provide comparable access to major government-sponsored or government supported programs and facilities for visiting researchers and compara-

¹ Came into force on 27 August 1995, i.e., 30 days after the Parties had notified each other (on 28 July 1995) of the completion of their respective requirements, in accordance with article XI (1).

ble access to and exchange of information in the field of scientific and technological research and development.

Article VIII

1. Scientific and technological information of a nonproprietary nature derived from the cooperative activities conducted under this Agreement shall be made available, unless it is agreed otherwise under specific circumstances, to the world scientific community through customary channels in accordance with the normal procedures of the participating agencies.

2. Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Agreement, and for the protection of information and equipment for national security reasons, are set forth in Annexes I and II to this Agreement, which Annexes constitute integral parts of this Agreement.

Article IX

Nothing in this Agreement shall be construed to prejudice other arrangements for scientific and technological cooperation between the two Parties.

Article X

All questions or disputes related to the interpretation or implementation of this Agree-

ment shall be settled by mutual agreement by the Parties.

Article XI

1. This Agreement shall enter into force 30 days after the date when the Parties, through diplomatic channels, have notified each other that their respective requirements for the entry into force of the Agreement have been fulfilled. The Agreement shall remain in force for five-year periods, unless either Party gives six months notice that it does not wish the Agreement to be renewed.

2. The Agreement may be terminated at any time at the discretion of either Party upon six months' advance notification in writing by the Party seeking to terminate it.

3. Upon entry into force, this Agreement shall supersede the Agreement Relating to Scientific and Technological Cooperation between the United States of America and the Republic of Finland, signed March 22, 1985, as amended and extended October 23, 1990.¹

4. The termination of this Agreement shall not affect the carrying out of any project or program undertaken under this Agreement or any of its implementing arrangements and not fully executed at the time of the termination of this Agreement.

DONE at Washington, in duplicate, in the Finnish and English languages, both texts being equally authentic, this sixteenth day of May, 1995.

For the Government
of the Republic of Finland:

MATTI VUORIA

For the Government
of the United States of America:

ANNE K. SOLOMON

¹ United Nations, *Treaty Series*, vol. 1412, p. 3, and vol. 1689, No. A-23637.

ANNEX I

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.

I. 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 have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.¹

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 this Annex, by obtaining these 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 UNCITRAL² shall govern.

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

II. 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 II (A) above, shall be allocated as follows:

1. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.

2. (a) For intellectual property created 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. Rights and interests in third countries will be determined in implementing arrangements. 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 II (B) (1). In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.

¹ United Nations, *Treaty Series*, vol. 828, p. 3.

² *Ibid.*, *Official Records of the General Assembly, Thirty-first Session, Supplement No. 17 (A/31/17)*, p. 34.

(b) Notwithstanding paragraph II (B) (2) (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 worldwide. Persons named as inventors of the property shall nonetheless be entitled to royalties as provided in paragraph II (B) (2) (a).

III. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is fur-

nished or created under the 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, 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
SECURITY OBLIGATIONS

Pursuant to Article 8 of this Agreement:
Each Party agrees that no information or equipment identified as requiring protection for national security reasons by either Party shall be provided under this Agreement. Should such information or equipment unexpectedly be created or furnished in the course of projects or cooperation under this Agreement, it shall

be protected from unauthorized disclosure to the degree possible under applicable laws, regulations and administrative practices. Where appropriate it shall be brought to the attention of the other cooperating Party.

This Agreement does not supersede the international obligations, national laws and regulations of each Party with respect to transfers and release of information and equipment subject to export and re-export laws and regulations.
