

AGREEMENT
ON SCIENCE AND TECHNOLOGY COOPERATION BETWEEN
THE GOVERNMENT OF THE KINGDOM OF NORWAY AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

THE GOVERNMENT OF THE KINGDOM OF NORWAY

and

THE GOVERNMENT OF THE UNITED STATES OF AMERICA
(hereinafter referred to as “the Parties”),

CONSIDERING the importance of science and technology for their economic and social development;

RECOGNIZING that the Parties are pursuing research and technological activities in a number of areas of common interest, and that participation in each other's research and development activities on a basis of reciprocity will provide mutual benefits;

DESIRING to establish a formal basis for cooperation in scientific and technological research which will extend and strengthen the conduct of cooperative activities in areas of common interest and encourage the application of the results of such cooperation to their economic and social benefit;

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Purpose

The Parties shall encourage, develop and facilitate cooperative activities in fields of common interest where they are pursuing research and development activities in science and technology.

ARTICLE 2

Definitions

For the purposes of this Agreement:

- (a) "Cooperative activity" means any activity which the Parties undertake or support pursuant to this Agreement;
- (b) "Information" means scientific or technical data, results or methods of research and development stemming from cooperative activities, and any other data relating to cooperative activities;
- (c) "Intellectual Property" shall include the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organizations, done at Stockholm July 14, 1967, and may include other subject matter as agreed by the Parties.
- (d) "Participants" means any individual or entity, including, inter alia, the Parties' scientific and technological organizations and agencies, private persons, undertakings, research centers, universities, university colleges, subsidiaries of U.S. and Norwegian entities, or any other form of legal entity involved in cooperative activities.
- (e) "Science" shall include all fields of research.

ARTICLE 3

Principles

Cooperative activities shall be conducted on the basis of the following principles:

- (a) Mutual benefit based on an overall balance of advantages;
- (b) Reciprocal opportunities to engage in cooperative activities;
- (c) Equitable and fair treatment for the participants; and
- (d) Timely exchange of information which may affect cooperative activities.

ARTICLE 4

Areas of Cooperative Activities

- (a) Priority will be given to collaboration that can advance common goals in science and technological research.
- (b) The Parties may jointly pursue cooperative activities with third parties.

ARTICLE 5

Forms of Cooperative Activities

- (a) Subject to applicable laws, regulations and policies, the Parties shall foster, to the fullest extent practicable, the involvement of participants in cooperative activities under this Agreement with a view to providing comparable opportunities for participation in their scientific and technological research and development activities.
- (b) Cooperative activities may take the following forms:
 1. coordinated research projects;
 2. joint task forces;
 3. joint studies;
 4. joint organization of scientific seminars, conferences, symposia and workshops;
 5. training of scientists and technical experts;
 6. exchanges or sharing of equipment and materials;
 7. visits and exchanges of scientists, engineers or other appropriate personnel;
 8. exchanges of scientific and technological information as well as information on practices, laws, regulations and programs relevant to cooperation under this Agreement.

ARTICLE 6

Coordination, Facilitation and Implementation of Cooperative Activities

- (a) The coordination and facilitation of cooperative activities under this Agreement shall be carried out on behalf of the Government of the Kingdom of Norway by the Ministry of Education and Research, and on behalf of the Government of the United States of America by the Department of State or any specially appointed Executive Agent. The Parties or their duly authorised representatives shall meet regularly to decide which common goals should be given priority.

(b) 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.

(c) Each Party shall designate a national contact point to maintain contacts between meetings.

(d) Moreover, each Party will designate a point of contact for the notification and approval of requests for authorization for access to the waters under national jurisdiction for the purpose of scientific research, and will treat those requests with diligence, taking into account the significance of these activities to the advancement of scientific knowledge.

(e) Where appropriate, cooperative activities under this Agreement shall take place pursuant to implementing arrangements concluded between the Parties or their participants. These arrangements may describe the nature and the duration of cooperation for a specific area or purpose, treatment of intellectual property, funding, allocation of costs, and other relevant matters. The implementing arrangements should make a reference to this Agreement. Any arrangements deviating from any of the provisions in this Agreement, including the annexes, should be concluded in writing.

ARTICLE 7

Funding and Legal Considerations

(a) Cooperative activities shall be subject to the availability of appropriated funds, resources, and personnel and to the applicable laws and regulations, policies and programs of Norway and the United States of Americas.

(b) Unless otherwise provided for in an implementing arrangement, each Party, its agency or scientific organization or participant shall bear the costs of its participation and that of its personnel engaged in cooperative activities under this Agreement.

ARTICLE 8

Entry of Personnel and Equipment

(a) Each Party shall take all reasonable steps and use its best efforts, within applicable laws and regulations, to facilitate entry to and exit from its territory of persons, material, data and equipment involved in or used in cooperative activities under this Agreement.

(b) 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.

ARTICLE 9

Treatment of Intellectual Property

The allocation and protection of intellectual property rights under this Agreement shall be in accordance with the provisions of Annex I, which forms an integral part of this Agreement, unless the Parties or their designees agree otherwise in writing.

ARTICLE 10

Other Agreements and Transitional Provisions

(a) The Parties shall endeavour, where appropriate, to bring under the terms of this Agreement new arrangements for scientific and technological cooperation between the Parties that fall under the scope of Article 4.

(b) This Agreement is without prejudice to rights and obligations under other agreements between the Parties and any agreement or arrangement between either of the Parties and any third parties.

ARTICLE 11

Entry into Force, Termination and Dispute Settlement

(a) This Agreement shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures necessary for its entry into force have been completed.

(b) This Agreement may be terminated at any time by either Party upon six months' written notice to the other Party. The expiration or termination of this Agreement shall not affect the validity or duration of any arrangements made under it, or any specific rights and obligations that have accrued in compliance with Annexes I and II.

(c) This Agreement may be amended by written agreement of the Parties.

(d) All questions or disputes related to the interpretation or implementation of this Agreement shall be settled by mutual agreement of the Parties. This paragraph does not affect any implementing arrangement between non-governmental participants.

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

DONE at Washington, D.C., in duplicate, this 9th day of December, 2005, in the Norwegian and English languages, each text being equally authentic.

FOR THE GOVERNMENT OF
THE KINGDOM OF NORWAY:

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

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. 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. 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. To the extent consistent with applicable national laws, 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 paragraph IIIA above, shall be allocated as follows:
- (1) Visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of 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 person.
 - (b) Unless otherwise agreed in an implementing or other arrangement, each Party shall have within its territory a right to exploit or license 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) If either Party or their participants believe 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 concerned participating institutions, or if necessary, the Parties or their designees, shall immediately hold discussions to determine the allocation of rights to the intellectual property. Pending the resolution of the matter, the intellectual property shall not be commercially exploited except by mutual agreement. 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

SECURITY OBLIGATIONS

I. PROTECTION OF INFORMATION

Both Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult concerning the need for and level of appropriate protection to be accorded such information or equipment.

II. TECHNOLOGY TRANSFER

The transfer of export-controlled information or equipment between the two countries shall be in accordance with the relevant laws and regulations of each Party to prevent the unauthorized transfer or retransfer of such information or equipment provided or produced under this Agreement. If either Party deems necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or Implementing Arrangements.