

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF THE SLOVAK REPUBLIC ON
SCIENTIFIC AND TECHNOLOGICAL COOPERATION

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

Recognizing the importance of science and technology in the development of prosperous national economies,

Being convinced that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the development of science and technology to the benefit of both countries,

Wishing to resume and extend the scientific and technological cooperation, which had been developed between the two countries in the past under the "Agreement between the Government of the United States of America and the Government of the Czech and Slovak Federal Republic for Scientific and Technological Cooperation", signed in Washington on October 22, 1991 (hereinafter referred to as "the 1991 Agreement"),

Being convinced of the need for further development of mutually beneficial scientific and technological cooperation, and

Recalling the Helsinki Final Act of the Conference on Security and Cooperation in Europe and the concluding documents of follow-up meetings held in Vienna, Bonn, Madrid and Paris,

Have agreed as follows:

ARTICLE I

1. The Parties shall develop, support and facilitate scientific and technological cooperation between co-operating agencies of their two countries on the basis of the principles of equality, overall reciprocity, and mutual benefit. This cooperation may be undertaken in fields of basic science, environmental protection, medical sciences and health, agriculture, engineering research, electrical engineering, energy, informatics, natural resources and their efficient utilization, standardization, science and technology policy and management, and other areas of science and technology as may be agreed by the Joint Committee established in accordance with Articles IX and X of this Agreement.

2. Cooperative activities under this Agreement may include coordinated programs and joint research projects, studies, and investigations, joint scientific courses, workshops, conferences and symposia, exchange of science and technology information and documentation in the context of cooperative activities, exchange or sharing of equipment and/or materials, exchange of plant and animal genetic resources, exchange of scientists, specialists and researchers, and other forms of scientific and technological cooperation as may be agreed by the Joint Committee.

ARTICLE II

Cooperation under this Agreement shall be in accordance with national laws of the Parties and will depend on availability of personnel and appropriated funds of the Parties.

ARTICLE III

1. Cooperative activities under this Agreement shall take place under implementing protocols or under other arrangements (hereinafter "implementing protocols") concluded between executive governmental agencies of the Parties (see Article XI). These implementing protocols will cover subjects of cooperation, procedures and means of funding, allocation of costs, and other principal matters.

2. Activities initiated and established under the 1991 Agreement shall continue under, and be governed by, the provisions of this new Agreement.

ARTICLE IV

With respect to cooperative activities under this Agreement, each Party shall, in accordance with its laws and regulations, facilitate:

(a) prompt and efficient entry into and exit from its territory of relevant equipment, materials, instrumentation, supplies, samples and project information,

(b) prompt and efficient entry into and exit from its territory and travel and work of persons participating in the implementation of this Agreement, and

(c) access to relevant geographic areas, data, materials, institutions, and persons participating in the implementation of this Agreement,

Each Party guarantees, that for the citizens of the other Party, who will travel to the receiving country on the basis of an agreed cooperative project, a permission to stay in the receiving country will not depend on the issuance of a work permit.

ARTICLE V

Provisions for protection and allocation of intellectual property created or furnished in the course of cooperative activities under this Agreement are set forth in Annex A. Provisions for security of information and of transfer of technology are set forth in Annex B. Annexes A and B shall constitute an integral part of this Agreement.

ARTICLE VI

Scientific and technological information of a nonproprietary nature derived from the cooperative activities under this Agreement shall be made available, unless otherwise agreed in writing under implementing protocols, to the world scientific community through customary channels and in accordance with current procedures of the cooperating government organizations.

ARTICLE VII

Scientists, technical experts and institutions of third countries or international organizations may be invited, upon consent of both Parties, to participate at their own expense in activities being carried out under this Agreement, unless agreed otherwise.

ARTICLE VIII

No provision of this Agreement shall prejudice arrangements for scientific and technological cooperation between cooperating organizations of the Parties which is not covered by this Agreement.

ARTICLE IX

For the purposes of implementing this Agreement, the Parties shall establish a U.S.-Slovakia Joint Committee on Scientific and Technological Cooperation (hereinafter the "Joint Committee"). The Joint Committee shall:

- (a) recommend to the Parties overall policies related to execution of this Agreement,
- (b) identify fields and forms of cooperation in accordance with Article I,
- (c) prepare periodic reports on activities of the Joint Committee and on cooperative activities undertaken under this Agreement, which will be submitted to the Minister of Education or the Minister of Foreign Affairs of the Slovak Republic and to the Secretary of State of the United States of America, and
- (d) undertake such further functions as may be agreed by the Parties.

ARTICLE X

1. The Joint Committee shall consist of four government representatives, two of whom shall be designated by the executive body of this Agreement in the Slovak Republic and who will serve at the pleasure of the Government of the Slovak Republic, and two of whom shall be designated by the executive body of this Agreement in the United States of America and who will serve at the pleasure of the Government of the United States of America. Each Party may designate alternate members.

2. The Joint Committee shall meet periodically, alternating in the United States of America and in Slovakia, upon agreement of the Parties. Each Party will bear the expenses of its members and/or other participants.
3. The Joint Committee shall select a chairman from among its members for a one year term.
4. The Joint Committee shall act by consensus.

ARTICLE XI

1. Each Party shall have an Executive Governmental Agency. The Executive Governmental Agency shall be the Ministry of Education of the Slovak Republic for the Slovak Republic and the Department of State for the United States of America.
2. The Executive Governmental Agencies shall exercise overall oversight, management and coordination of cooperative activities under this Agreement except for those carried out under Article VIII
3. The Executive Governmental Agencies shall prepare working papers for meetings of the Joint Committee.

ARTICLE XII

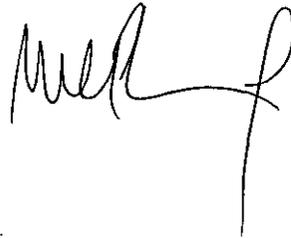
1. This Agreement shall enter into force upon exchange of diplomatic notes confirming that the Parties have completed their respective internal requirements necessary for the entry into force of this Agreement. This Agreement shall remain in force for five years and shall be automatically extended for consecutive periods of five years unless terminated by either of the Parties by a written notice to the other Party at least ninety days prior to termination. Upon entry into force of this Agreement, the 1991 Agreement is terminated. Termination of the 1991 Agreement does not affect settlement of the balance of the Joint Fund account.
2. Unless otherwise agreed by the Parties, the termination of this Agreement shall not affect the completion of cooperative activities undertaken under this Agreement which will not be fully completed at the time of the termination of this Agreement. Obligations from these activities will be governed by this Agreement until they are fully settled.
3. This Agreement shall be amended by written agreement of the Parties.

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

Done in Washington D.C., this 12th day of September, 2000, in duplicate, each in the English and Slovak languages, both texts being equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF
THE SLOVAK REPUBLIC



ANNEX A

Pursuant to Article V of this Agreement, the Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing protocols. 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 co-operative 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.

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 United Nations Commission on International Trade Law (UNCITRAL) shall govern. 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 co-operation 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 protocols. If research is not designated as "joint research" in the relevant implementing protocols, 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.
(b). Notwithstanding paragraph II. B. 2. (a), if a type of intellectual property is protected 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 world wide. 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 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 timely manner an obligation to keep it confidential.

ANNEX B

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 is known or believed to require such protection is identified in the course of co-operative 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 unclassified export-controlled information or equipment between the Parties 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 it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing protocols.