

No. 2735

BELGIUM
and
UNITED STATES OF AMERICA

Agreement to facilitate interchange of patent rights and technical information for defense purposes. Signed at Brussels, on 12 October 1954

Official texts: French and English.

Registered by Belgium on 17 January 1955.

BELGIQUE
et
ÉTATS-UNIS D'AMÉRIQUE

Accord en vue de faciliter l'échange mutuel des brevets et des renseignements techniques dans un but de défense. Signé à Bruxelles, le 12 octobre 1954

Textes officiels français et anglais.

Enregistré par la Belgique le 17 janvier 1955.

No. 2735. AGREEMENT¹ BETWEEN BELGIUM AND THE UNITED STATES OF AMERICA TO FACILITATE INTERCHANGE OF PATENT RIGHTS AND TECHNICAL INFORMATION FOR DEFENSE PURPOSES. SIGNED AT BRUSSELS, ON 12 OCTOBER 1954

The Government of Belgium and the Government of the United States of America,

Having agreed in the Mutual Defense Assistance Agreement signed in Washington on January 27, 1950,² to negotiate, upon the request of either of them appropriate arrangements between them respecting patents and technical information;

Desiring generally to assist in the production of equipment and materials for defense, by facilitating and expediting the interchange of patent rights and technical information;
and

Acknowledging that the rights of private owners of patents and technical information should be fully recognized and protected in accordance with the law applicable to such patents and technical information;

Have agreed as follows :

Article I

Each Contracting Government shall, whenever practicable without undue limitation of, or impediment to, defense production, facilitate the use of patent rights, and encourage the flow and use of privately-owned technical information, as defined in article VIII, for defense purpose —

- a) through the medium of any existing commercial relationships between the owner of such patent rights and technical information and those in the other country having the right to use such patent rights and technical information;
and
- b) in the absence of such existing relationships, through the creation of such relationships by the owner and the user in the other country,

provided that, in the case of information which is classified for security reasons by either Government, such arrangements are permitted by the laws and security

¹ Came into force on 12 October 1954, as from the date of signature, in accordance with article IX. This Agreement is not applicable to the territories of the Belgian Congo and Ruanda-Urundi.

² United Nations, *Treaty Series*, Vol. 51, p. 213.

requirements of both Governments, and provided further that the terms of all such arrangements shall remain subject to the applicable laws of the two countries.

Article II

When, for defense purposes, technical information is supplied by one Contracting Government to the other for information only, and this is stipulated at the time of supply, the recipient Government shall treat the technical information as disclosed in confidence and use its best endeavors to ensure that the information is not dealt with in any manner likely to prejudice the rights of the owner thereof to obtain patent or other like statutory protection therefor.

Article III

When technical information made available, under agreed procedures, by one Contracting Government to the other for the purpose of defense discloses an invention which is the subject of a patent or patent application held in secrecy in the country of origin, similar treatment shall be accorded a corresponding patent application filed in the other country.

Article IV

a) Where privately-owned technical information

- (i) has been communicated by or on behalf of the owner thereof to the Contracting Government of the country of which he is a national, and
- (ii) is subsequently disclosed by that Government to the other Contracting Government for the purposes of defense and is used or disclosed by the latter Government without the express or implied consent of the owner,

the Contracting Governments agree that, where any compensation is paid to the owner by the Contracting Government first receiving the information, such payment shall be without prejudice to any arrangements which may be made between the two Governments regarding the assumption as between them of liability for compensation. The Technical Property Committee established under article VI of this Agreement will discuss and make recommendations to the Governments concerning such arrangements.

b) When, for the purposes of defense, technical information is made available by a national of one Contracting Government to the other Government at the latter's request and use or disclosure is subsequently made of that information for any purpose whether or not for defense, the recipient Government

shall, at the owner's request, take such steps as may be possible under its laws to provide prompt, just, and effective compensation for such use or disclosure to the extent that the owner may be entitled thereto under such laws.

Article V

When one Contracting Government owns or has the right to grant a license to use an invention and that invention is used by the other Government for defense purposes, the using Government shall be entitled to use the invention without cost, except to the extent that there may be liability to a private owner with established interests in the invention. When one Contracting Government owns or controls entities having the right to grant a license to use an invention and that invention is used by the other Government for defense purposes, the using Government shall be entitled to a license on terms at least as favorable as may be received by the Government owning or controlling the entity concerned or by other entities thereof.

Article VI

There will be constituted a Technical Property Committee formed of representatives of both Governments. This Committee will have the responsibility of considering all problems created by the application of the present Agreement. It will confine itself to issuing recommendations, to collecting information, to initiating studies or inquiries, and especially it will be the function of the Committee

- a) To consider and make recommendations on such matters relating to the subject of this Agreement as may be brought before it by either Contracting Government.
- b) To make recommendations to the Contracting Governments concerning any question, brought to its attention by either Government, relating to patent rights and technical information which arises in connection with the mutual defense program.
- c) To assist, where appropriate, in the negotiation of commercial or other agreements for the use of patent rights and technical information in the mutual defense program.
- d) To take note of pertinent commercial or other agreements for the use of patent rights and technical information in the mutual defense program, and, where necessary, to obtain the views of the two Governments on the acceptability of such agreements.

- e) To assist, where appropriate, in the procurement of licenses and to make recommendations, where appropriate, respecting payment of indemnities covering inventions used in the mutual defense program.
- f) To encourage projects for technical collaboration between and among the armed services of the two Contracting Governments and to facilitate the use of patent rights and technical information in such projects.
- g) To keep under review all questions concerning the use, for the purposes of the mutual defense program, of all inventions which are, or hereafter come, within the provisions of Article V.
- h) To make recommendations to the Contracting Governments, either with respect to particular cases or in general, on the means by which any disparities between the laws of the two countries governing the compensation for or otherwise concerning technical information made available for defense purposes might be remedied.

Article VII

Upon request, each Contracting Government shall, as far as practicable, supply to the other Government all necessary information and other assistance required for the purposes of :

- a) affording the owner of technical information made available for defense purposes the opportunity of protecting and preserving any rights he may have in the technical information; and
- b) assessing payments and awards arising out of the use of patent rights and technical information made available for defense purposes.

Article VIII

- a) "Technical information" as used in this Agreement means information originated by or peculiarly within the knowledge of the owner thereof and those in privity with him and not available to the public.
- b) The term "use" includes manufacture by or for a Contracting Government.
- c) Nothing in this Agreement shall apply to patents, patent applications and technical information in the field of atomic energy.
- d) Nothing in this Agreement shall contravene present or future security arrangements between the Contracting Governments.

Article IX

- a) This Agreement shall enter into force on the date of signature.
- b) The terms of this Agreement may be reviewed at any time at the request of either Contracting Government.

- c) This Agreement shall terminate on the date when the Mutual Defense Assistance Agreement terminates or six months after notice of termination by either Contracting Government, whichever is sooner, but without prejudice to obligations and liabilities which have then accrued pursuant to the terms of this Agreement.

IN WITNESS WHEREOF the representatives of the two Governments, duly authorized for the purpose, have signed this Agreement.

DONE at Brussels, in duplicate, in the French and English languages, both texts authentic, this 12th day of October, 1954.

For the United States of America :

F. M. ALGER

For Belgium

P.-H. SPAAK
