

No. 4045

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**UNITED STATES OF AMERICA  
and  
FRANCE**

**Agreement to facilitate interchange of patent rights and technical information for defense purposes. Signed at Paris, on 12 March 1957**

*Official texts: English and French.*

*Registered by the United States of America on 25 October 1957.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
FRANCE**

**Accord destiné à faciliter, à des fins de défense, l'échange de droits découlant de brevets et l'échange d'informations techniques. Signé à Paris, le 12 mars 1957**

*Textes officiels anglais et français.*

*Enregistré par les États-Unis d'Amérique le 25 octobre 1957.*

No. 4045. AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND FRANCE TO FACILITATE INTERCHANGE OF PATENT RIGHTS AND TECHNICAL INFORMATION FOR DEFENSE PURPOSES. SIGNED AT PARIS, ON 12 MARCH 1957

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The Government of the United States of America and the Government of the French Republic,

having agreed in the Mutual Defense Assistance Agreement signed in Washington on January 27, 1950,<sup>2</sup> 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 purposes

(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, regardless of whether the user is a private person, a firm, or a Government body; 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 classified information, such arrangements are permitted by the laws and security 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.

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<sup>1</sup> Came into force on 12 March 1957, the date of signature, in accordance with article IX (1).

<sup>2</sup> United Nations *Treaty Series*, Vol. 80, p. 171.

*Article II*

When, for the needs of defense, technical information has been communicated by one of the Contracting Governments to the other Government for information only, and this is stipulated at the time of supply, the recipient Government shall treat this technical information as supplied in confidence and shall make every possible effort to ensure that it is not put to any use susceptible of jeopardizing the owner's right to obtain a patent or any other legal protection.

*Article III*

When technical information made available, under agreed procedures, by one Contracting Government to the other for the purposes of defense reveals 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*

I. When, for the needs of defense, technical information owned by private persons

- (a) has been supplied by or on behalf of the owner of the said information to the Contracting Government of the country of which he is a national, and is subsequently communicated by that Government to the other Contracting Government under the conditions set forth in Article II of the present Agreement, then is used or disclosed, without the owner's express agreement, for any purpose whatever, defense or other, by the latter Government, or
- (b) has been supplied, subject to the provisions of Article VIII, paragraph 4 of the present Agreement, by or on behalf of the owner, a national of one of the Contracting Governments, to the other Government, at the latter Government's request, then is used or disclosed, without the owner's express agreement, for any purpose whatever, defense or other, by the latter Government,

the Contracting Governments acknowledge that in the absence of the commercial relations provided for in Article I of the present Agreement, when, under the laws of the latter Government, the owner is entitled to an indemnity from the latter Government for the use of this information or for any prejudice resulting from its use or disclosure, the indemnity should be prompt, just, and effective. Nothing in this Agreement shall affect any right of an owner of technical information to seek an indemnity from his own Government.

2. The Contracting Governments recognize that, in principle, the indemnities payable in the case referred to in paragraph 1 (a) of the present Article

are chargeable to the Contracting Government referred to in paragraph 1 as the latter Government.

3. In the case referred to in paragraph 1 (a) of the present Article, when the Contracting Government to which the technical information has been supplied in the first place has paid an indemnity to its national, the owner of the information, this payment shall be made without prejudice to any arrangements which may be made between the Contracting Governments in accordance with the principle stated in paragraph 2 of the present Article.

4. The mission of the Technical Property Committee created in pursuance of Article VI of the present Agreement shall consist, among other things, in helping first of all, when requested by a Contracting Government, to conclude an amicable agreement between it and the owners of technical information and, on the other hand, in studying any questions relative to the arrangements referred to in paragraph 3 of the present Article and in submitting to the Contracting Governments recommendations pertaining to those arrangements.

#### *Article V*

1. When an invention owned by one Contracting Government is used by the other Contracting Government for defense purposes, such use shall, to the extent that no liability is incurred by either Government to any private owner of a proprietary or other legal interest in the invention, be without cost to such other Government.

2. Whenever either Contracting Government can grant to the other Contracting Government for defense purposes a license to use an invention not covered by paragraph 1 of the present Article without incurring liability to any private owner of a proprietary or other legal interest therein, it shall do so without cost to such other Government.

3. Nothing in this Article shall affect any licensing or other agreement already in force at the date of this Agreement or any royalty or other compensation paid or agreed to be paid thereunder.

#### *Article VI*

Each Contracting Government shall designate a representative to meet with the representative of the other Contracting Government to constitute a Technical Property Committee. Each Government shall have the right to appoint special advisors for its representative. It shall be the function of this 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 by 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 to protect and preserve 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*

1. For the purposes of this Agreement :

(a) the term "technical information" means information which is not available to the public and which is known only by the owner and those in privity with him;

(b) the term “use” includes manufacture by or for the account of a Contracting Government;

(c) the term “disclosed” in relation to technical information refers to any revelation of a nature to jeopardize the owner’s right to obtain a patent or any other legal protection, or any use prejudicial to the owner’s interests.

2. Nothing in this Agreement shall apply to patents, applications for patents and technical information in the field of atomic energy.

3. Nothing in this Agreement shall contravene any present or future security arrangements entered into between the Contracting Governments.

4. None of the provisions of the present Agreement, more especially concerning the communications provided for in Article IV, paragraph 1 (b), shall be contrary to the obligations of nationals with regard to internal laws and regulations in the field of security.

#### *Article IX*

1. This Agreement shall enter into force on the date of signature.

2. The terms of this Agreement may be reviewed at any time at the request of either Contracting Government.

3. 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 undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate in the English and French languages, both texts being equally authentic, at Paris this twelfth day of March 1957.

For the Government  
of the United States of America :  
Charles W. YOST  
[SEAL]

For the Government  
of the French Republic :  
C. PINEAU  
[SEAL]