

No. 18629

**UNITED STATES OF AMERICA
and
GREECE**

Memorandum of Understanding for scientific and technological co-operation (with annex). Signed at Athens on 16 September 1978

Authentic texts: English and Greek.

Registered by the United States of America on 18 April 1980.

**ÉTATS-UNIS D'AMÉRIQUE
et
GRÈCE**

Mémorandum d'accord de coopération scientifique et technologique (avec annexe). Signé à Athènes le 16 septembre 1978

Textes authentiques : anglais et grec.

Enregistré par les États-Unis d'Amérique le 18 avril 1980.

MEMORANDUM OF UNDERSTANDING¹ FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE NATIONAL SCIENCE FOUNDATION OF THE UNITED STATES OF AMERICA AND THE SCIENTIFIC RESEARCH AND TECHNOLOGY AGENCY OF THE HELLENIC REPUBLIC

1. The National Science Foundation (NSF) of the United States of America and the Scientific Research and Technology Agency (YEET) of the Hellenic Republic, recognizing that Scientific and Technological Cooperation will advance the state and promote the applications of science and technology, as well as strengthen the bonds of friendship between the two countries, desire to promote close collaboration between scientific organizations in both countries.

2. This Memorandum of Understanding constitutes an interagency agreement between NSF and YEET. The two Agencies will pursue a program of scientific and technological cooperation to exchange ideas, information, personnel, skills and techniques on problems of mutual interest, and to utilize special scientific facilities available to both Agencies in their respective countries for the purposes of this Memorandum of Understanding.

3. The scope of this program may cover all recognized areas of science and technology, including basic and applied aspects of the engineering sciences, the natural sciences and mathematics, policy sciences, science education and the social sciences; but excluding topics in the clinical sciences, business administration and general education. NSF and YEET will jointly select specific areas and objectives for cooperation within these broad areas. Other specific areas may be added from time to time upon agreement of the two Agencies.

4. To the extent that the two Agencies may agree, this cooperation will include:

- 4.1. Organizing and holding joint seminars and workshops in both countries on scientific and technological subjects of mutual interest;
- 4.2. Cooperative research projects in basic and applied science;
- 4.3. Agreement for the collection, exchange, and dissemination of scientific data, information, and materials;
- 4.4. Personnel exchanges and scientific visits;
- 4.5. Exchange of information and experience relating to the management of research programs;
- 4.6. NSF and YEET staff visits.

Other forms of cooperative activity may be added upon agreement of the two Agencies.

5. Scientific and technological information derived from cooperative activities under this Memorandum of Understanding shall be made available to the world's scientific community through customary channels and in accordance with international scientific procedures.

6. This article governs the allocation of rights to inventions conceived or first reduced to practice jointly by collaborating participants of both countries during the course of an activity conducted under this Memorandum of Understanding (Joint Subject Inventions) or inventions conceived or first reduced to practice by a visitor participant in

¹ Came into force on 16 September 1978 by signature, in accordance with paragraph 14.

a personnel exchange or scientific visit under this Memorandum of Understanding (Exchange Inventions).

- 6.1. Each Agency shall hold all rights within its own territory to each Joint Subject Invention subject to a license to the other Agency.
- 6.2. The Agency of the host country shall hold all rights to Exchange Inventions within its own territory subject to a license to the Agency of the inventing participant in the exchange or scientific visit. The Agency of the inventing visitor participant shall hold all rights to Exchange Inventions within its own territory subject to a license to the Agency of the host country.
- 6.3. Wherever "license" is used in this Article it shall mean an irrevocable, royalty-free and nonexclusive license to practice the invention.
- 6.4. Each Agency agrees to cooperate with the other to assure that the other Agency is able to obtain rights under this Article. The Agencies agree to consult regarding questions arising under this Article during the joint meetings provided for under this Memorandum of Understanding whenever such consultation is desirable in the judgment of either Agency.
- 6.5. Rights to inventions under this Memorandum of Understanding in third countries shall be determined by a separate agreement to be negotiated by the two Agencies during their first joint meeting after the implementation of this Memorandum of Understanding.

7. Where particular results derived from any joint activities under this Memorandum of Understanding may be subject to copyright protection, each Agency may in accordance with its own laws and procedures hold or assign copyright in its own country subject to a royalty-free and non-exclusive license to the other Agency to publish, copy and translate such results. In case one of the Agencies shall obtain copyright rights in third countries it shall notify the other Agency within a reasonable time.

8. Each Agency will share in the effort and the cost of each activity within the program. This provision does not, however, require a precise matching of funds, manpower, or facilities in any single activity. Obligations assumed by the two Agencies are subject to the availability of funds.

9. Each Agency shall designate a program officer who shall be the principal point of contact for the other Agency in the conduct of the business of the program.

10. The program officers of the two Agencies will meet with each other, as often as necessary, in the United States and the Hellenic Republic, for the purpose of maintaining administrative efficiency and jointly considering current and proposed activities in the program.

11. The heads of the two Agencies or their designees shall from time to time, but not less often than every two years, jointly review the progress of cooperation under this Memorandum of Understanding, propose any modifications of the program, and communicate information about new scientific priorities within their respective countries. The first such joint meeting will be held within six months from the date this Memorandum of Understanding enters into force, for the purpose of developing understandings with special reference to:

- 11.1. Administrative guidelines for management of cooperative activities;
- 11.2. Identification and selection of specific areas for cooperation;
- 11.3. Disposition of patent rights in third countries.

12. In accordance with the standard procedures and regulations governing NSF and YEET, each Agency shall make known to the scientific community in its country the opportunities for cooperation made possible by the program.

13. The Agencies will seek to facilitate as necessary, through collaboration with appropriate authorities, all forms of official permission for entry into and exit from their respective national territories of personnel, equipment, and supplies required to carry out any activities approved under this program.

14. This Memorandum of Understanding shall enter into force on the date of signature by the Director of the National Science Foundation and the Head of the Scientific Research and Technology Agency, or their designees, and remain in force for five years unless renewed by mutual consent or unless terminated earlier by either Agency. Notice shall be given at least six months prior to the desired termination date by notification in writing from one Agency to the other Agency.

15. The Agencies may, by mutual consent in writing, modify this agreement and any annexes thereto. Expiration, termination, or modification of this Memorandum of Understanding will not by itself affect any activities within the program which had been approved before such expiration, termination, and modification.

16. This Memorandum of Understanding is subject to the laws and regulations of the United States of America and the Hellenic Republic.

SIGNED at Athens, Greece, this 16th day of September 1978, in English and Greek, both texts being equally authentic.

For the National Science Foundation
of the United States of America:

HARVEY AVERCH

For the Scientific Research
and Technology Agency
of the Hellenic Republic:
G. ARGYROPOULOS

ANNEX I

FINANCIAL PROVISIONS AND SUBSISTENCE AND OTHER ALLOWANCES FOR SUPPORT OF VISITING SCIENTISTS PARTICIPATING IN THE PROGRAM OF SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE NATIONAL SCIENCE FOUNDATION OF THE UNITED STATES OF AMERICA AND THE SCIENTIFIC RESEARCH AND TECHNOLOGY AGENCY OF THE HELLENIC REPUBLIC

1. *Financial Provisions*

1.1. For all activities under this program, excluding NSF and YEET staff visits, each side will support the basic costs of the activity within its own territory. This may include, for example, the salaries of its own scientists, technicians, and other support staff, and the cost of domestic travel, supplies, and equipment, including time charges for equipment use. But the basic costs need not be restricted to the items just named.

1.2. When exchange of personnel takes place, the receiving side shall in addition provide, or meet the expense of, the following needs of each foreign visitor: lodging, subsistence, domestic transportation connected with the approved scientific objective of the visitor, and medical and hospital coverage in case of sickness or accident within limits established in paragraph 2.2B of this Annex. The receiving side shall provide subsistence and other allowances at rates established in paragraph 2.2A of this Annex.

1.3. When an exchange of personnel takes place, the sending side shall provide or meet the expenses of the salary and international travel of its own participants.

1.4. For cooperative research projects and joint seminars the sending side shall provide round-trip travel for its own participants to the airport nearest the place of work or meeting in the receiving country. For scientific visits and similar activities, such as delegations, the sending side shall provide round-trip travel for its own participants to the capital of the receiving country, and the receiving side shall provide any further travel within its territory providing such travel is an integral part of the scientific objective of the visit.

2. Subsistence and Other Allowances

The NSF and YEET agree to provide, or meet the expenses of, the following needs of foreign scientists visiting their countries under terms of the program of scientific and technological co-operation established between them:

- 2.1. Lodging appropriate to the professional level of the visiting scientist and, as far as possible, to the needs of his accompanying dependents, and
- 2.2. Subsistence stipend at the following rates:

	<i>In Greece</i>	<i>In U.S.</i>
A. Visits of one month or less, per day	dr. 900	\$25
B. Visits longer than one month, per month:		
For the visiting scientist	dr. 22,000	\$600
For the accompanying spouse*	dr. 5,500	\$150
For each accompanying child*	dr. 3,500	\$100

The above sums will be paid to the visiting scientist commencing with his first day in the receiving country under the terms of this cooperative program.**

The following minimum sickness and accident coverage shall be provided for each visiting scientist and eligible dependent* by the receiving side:

Medical Expense Accident and Sickness	dr. 110,000	\$3,000
Preparation and Transportation of Remains	dr. 110,000	\$3,000

*For dependents remaining with the foreign visitor in the receiving country for a period of five months or more.

**These subsistence rates are subject to periodic revision based on changes in the official exchange rate between the drachma and the dollar and adjustment for inflation.