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**UNITED STATES OF AMERICA
and
ROMANIA**

Memorandum of Understanding on scientific and technological co-operation (with annex). Signed at Bucharest on 27 February 1979

Authentic texts: English and Romanian.

Registered by the United States of America on 27 March 1981.

**ÉTATS-UNIS D'AMÉRIQUE
et
ROUMANIE**

Mémorandum d'accord de coopération scientifique et technologique (avec annexe). Signé à Bucarest le 27 février 1979

Textes authentiques : anglais et roumain.

Enregistré par les États-Unis d'Amérique le 27 mars 1981.

MEMORANDUM OF UNDERSTANDING¹ ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE NATIONAL SCIENCE FOUNDATION OF THE UNITED STATES OF AMERICA AND THE NATIONAL COUNCIL FOR SCIENCE AND TECHNOLOGY OF THE SOCIALIST REPUBLIC OF ROMANIA

I. *Foreword*

Pursuant to Article III of the Agreement between the Government of the United States of America and the Government of the Socialist Republic of Romania on Cooperation and Exchanges in Cultural, Educational, Scientific and Technological Fields, signed at Bucharest, on December 13, 1974,² wherein the Governments encourage exchanges and cooperation in the fields of science, technology and health, the National Science Foundation (NSF) of the United States of America and the National Council for Science and Technology (NCST) of the Socialist Republic of Romania, hereinafter referred to as "the Parties," confirmed their recognition of the mutual benefit which results from the development of the scientific and technological relationships between the two countries, and agree to conduct between them the Program of Scientific and Technological Cooperation embodied in this Memorandum of Understanding (MOU).

II. *Principles*

1. The aim of this Program is to encourage and foster cooperative scientific activities between the two countries; to exchange scientists, information, ideas, skills, and techniques on problems of mutual interest; and to utilize scientific facilities available to both countries.

2. The scope of the cooperation will cover all branches of science and technology, including basic and applied aspects of the natural sciences and mathematics, the engineering sciences, and the social sciences, but excluding topics in clinical medicine, business administration, and general education.

3. Nothing in this Memorandum shall affect existing or preclude future agreements and other arrangements between agencies or organizations of the two countries in the fields of science and technology.

III. *Conduct of the Program*

1. The Parties to this Memorandum will be responsible jointly for direct transaction of all matters of Program policy and for the overall coordination of the Program.

2. To ensure maximum concordance, plans for projects will be formulated and developed by direct contact between interested scientists of the two countries, and each will submit his proposal or application to the Party in his country.

3. Each Party will share in the effort and the cost of each activity within the Program. This provision does not require, however, the precise matching of funds, personnel, or facilities in any given activity.

¹ Came into force on 27 February 1979 by signature, in accordance with section VII (3).

² United Nations, *Treaty Series*, vol. 980, p. 33.

4. Obligations assumed by the Parties are subject to the availability of funds.

5. The Parties will seek to facilitate, through collaboration with the appropriate authorities, the granting of visas and other forms of official permission for entry to and exit from their respective national territories of personnel, equipment, and supplies required to carry out approved activities.

6. Scientific and technical information derived from activity under this MOU shall be made available to the international scientific community through customary channels and in accordance with normal scientific procedures. This provision shall be implemented with due regard for existing proprietary rights and existing or imminent patent rights as specified hereinafter.

7. This Article governs the allocation of rights to intellectual property for inventions conceived or first reduced to practice (applied for the first time) jointly or separately by collaborating participants of both countries during the course of an activity conducted under this Program. (Hereinafter referred to as "subject inventions" including copyrightable materials produced in the course of a joint project.)

- a. The rights to subject inventions jointly or separately accomplished belong to both Parties. Each Party or its designee has the right to file a patent application in its own country. Each Party has a right to an irrevocable, royalty-free and nonexclusive license to practice the subject inventions of the other Party. This license shall include authority to sublicense, but shall be confined to the right of the licensee Party to sublicense to its own citizens or commercial or nonprofit organizations that are organized within the territory of the licensee Party. Either Party or its designee may seek rights in third countries upon timely notification to the other Party, the notification to occur within one year after filing an application. All notifications shall include an offer to enter into separate understandings on the equitable sharing of third country costs and rights.
- b. Neither Party shall discriminate against citizens or organizations of the country of the other Party in licensing or sublicensing rights in any subject invention or discovery under this Article. It is understood that the licensing policies and practices of each Party may be affected because of the rights of both Parties to grant licenses within a single jurisdiction. Accordingly, either Party may request, in regard to a single subject invention or discovery or class of subject inventions or discoveries, that the Parties consult in an effort to lessen or eliminate any detrimental effect that the parallel licensing authorities may have on the policies and practices of the Parties.
- c. Where particular results derived from any activity under this Program may be subject to copyright protection, each Party may in accordance with its own laws and procedures hold or assign copyright in its own territory subject to an irrevocable, royalty-free and nonexclusive license to the other Party to publish, copy, translate and perform such results. Any such copyrighted work shall indicate the names of all persons who participated in the joint work. Either Party may seek rights in third countries upon timely written notification to the other Party.
- d. Provision for rights to a subject invention or copyright by either Party in accordance with this Article does not entail conveyance of rights to any other

invention or copyright, including any rights necessary to practice or use the rights provided for by this Article. The Parties pledge themselves to make their best efforts to mutually inform each other of any further improvements of any subject inventions.

- e. Each Party agrees to take all necessary steps to cooperate and to assure that the other Party is able to obtain all rights provided for under this Article. This includes responsibility to take such steps as are necessary and timely to inform its participants of the terms of this Article and to assure compliance with its terms. The Parties may agree to special arrangements in writing in individual cases.

IV. *Activities of the Program*

1. The Parties agree that the Program shall encourage and support exchange of scientists and cooperative scientific activities between scientists and scientific institutions of their respective countries. The Program shall consist of three elements: Joint Workshops or Seminars, short-term and long-term Scientific Visits, and Cooperative Research, as well as other activities which may from time to time be agreed between the Parties. Principal emphasis shall be given to Joint Workshops and Seminars.

- a. Joint Workshops or Seminars will be research-oriented and usually focused on only one topic. They will be held alternatively in both countries, will normally be limited to approximately five to ten participants from each country, and will typically be three to five days in duration. Written proposals for workshops or seminars should be prepared jointly by scientists or institutions of each country and submitted to both Parties for approval.
- b. Scientific Visits of short duration, usually one month or less, may be made by scientists of one country to the other to consult or plan cooperative activities and to offer lectures, seminars, and short courses. Scientific Visits of longer duration may be made for purposes of research, study, specialized training, or lecturing. A written application, outlining the purpose and other details of the intended visit, will be prepared by the interested scientist and submitted to the Party in his country for evaluation and determination.
- c. Projects of Cooperative Research or other cooperative scientific activity will be designed jointly by interested scientists of both countries. Written proposals, based on understandings reached between the cooperating scientists, will be submitted by the scientists' institutions to the appropriate national Party, NSF or NCST, for evaluation and determination. The proposal should include a description of the scientific project, the nature of the cooperative activities to be undertaken, a list of the principal participants with biographical and bibliographical data, a budget showing the expected costs, the proposed starting date, the proposed duration, and the number of visits from each country, with names of visitors and dates of visits. The proposal shall be submitted as far as possible in advance of the proposed starting date, but generally at least six months in advance. The Cooperative Research projects generated by Joint Workshops or Seminars will have priority over those proposed by individual scientists or institutions.

V. *Procedures*

1. Scientists of either country may initiate correspondence or other communication with colleagues of the other country to determine possible interest

in developing cooperative activities. The NSF and NCST may assist in the identification of specialists of its own country who might have particular interests sought by the requesting scientists and institutions.

2. An application or proposal will be initiated by interested scientists as set forth in Section IV, and will be submitted by their institutions to the Parties in accordance with their established requirements and procedures. Initial acceptance on a specific project, activity, or set of activities will be transmitted by the respective institutions responsible for the conduct of the activity to the respective Party. This acceptance will entail a Cover Letter attached to the proposal. Each such Cover Letter will identify the proposed activity or program by title and names of principal scientists on both sides; specify the desired duration and starting date; estimate the required funds to be allocated by each side to the given activity or program for the period proposed, and list each country's visitors by names and dates for each visit. Each such Cover Letter will be signed by the principal investigators as well as the academic and administrative superiors of each respective institution. This signed Cover Letter and proposal will be submitted to both Parties for evaluation.

3. Each Party will evaluate the application, determine if funding is available, and exchange pertinent information with the other Party with a view to reaching agreement on proposals and applications to be approved. Final agreement on a specific project, activity, or set of activities will be established by an exchange of letters between the Parties. The Parties agree to take all appropriate and necessary internal measures to achieve the fulfillment of the terms and conditions for each activity, as specified in the Cover Letter and proposal signed by the authorities of each institution and as formally agreed upon by the Parties.

4. Scientific Visits or visits related to other activities shall be effected within the scheduled time. If because of a *vis major* (e.g., illness, death) an originally scheduled visitor cannot make the visit, the Party of the visitor shall immediately inform the other Party in writing, giving the name of a substitute and reasons for the substitution. In such cases, the visit may be postponed for a period not to exceed one month. If the visit is not made within that period, the Party of the receiving side shall inform the Party of the sending side that the project is terminated.

5. Scientists and their institutions, to the extent that they shall have committed themselves by their proposals or applications and the signed Cover Letters, will be responsible for the performance of the approved activity, and for the proper use of funds as outlined in the proposal and approved by the Parties. The scientists of each side will be responsible for reporting on the status and progress of their activity through regularly established channels in their country.

6. By mutual consent, the Parties may establish additional procedures and administrative arrangements as necessary.

VI. *Financial provisions*

1. For all activities under this Program, each side will support the basic costs for the performance 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 costs of domestic travel, supplies, and equipment, including time charges for equipment use.

2. When an exchange of personnel takes place, the receiving side shall additionally provide, or meet the expenses of, the following needs of each foreign

visitor: lodging, subsistence, domestic transportation connected with the visitor's scientific objective, and medical and hospital coverage in case of illness or accident within limits established in Annex I to this Agreement. Lodging to be provided by the receiving side shall be appropriate to the professional level of the visiting scientist and, as far as possible, to the needs of his accompanying dependents.

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

4. For Joint Workshops, Cooperative Research Projects, and similar activities, the sending side shall provide round-trip travel for its own participants to the air terminal nearest the place of the meeting or work in the receiving country. For scientific visits and similar activities, 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.

VII. *Final provisions*

1. Representatives of the Parties will meet periodically as necessary, but not less than once every year, to evaluate the results of the activities of the Program under this Memorandum, to consider modifications of this Program, to communicate information about new scientific priorities within their respective countries, and to exchange information on budgets, priorities, and other administrative matters. The change of priorities of one or both countries will not affect previously approved activities.

2. With the exception described in Section V, Article 4, no approved activity can be terminated before its completion without the written concurrence of both Parties.

3. This Memorandum will enter into force upon signature by the duly authorized representatives of both Parties, and will remain in effect for a period of three years from the date of signature. By mutual consent, this Memorandum and the Annex could be changed. They can be renewed for three year periods by an exchange of letters.

4. This Memorandum and the Annex can be terminated at any time by either Party upon written notification to the other Party at least three months in advance. The expiration, termination, or modification of this Memorandum will not affect in any way the activities previously approved.

SIGNED, at Bucharest this 27 day of February, 1979, in two original copies, one in English and one in Romanian, both texts being equally authentic.

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

For the National Council for Science
and Technology of the Socialist Re-
public of Romania:

[Signed — Signé]¹

[Signed — Signé]²

¹ Signed by Harvey Averch — Signé par Harvey Averch.

² Signed by Losif Tripsa — Signé par Losif Tripsa.

A N N E X

FINANCIAL PROVISIONS FOR SUPPORT OF VISITING SCIENTISTS PARTICIPATING IN PROGRAM OF SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE NATIONAL SCIENCE FOUNDATION OF THE UNITED STATES OF AMERICA AND THE NATIONAL COUNCIL FOR SCIENCE AND TECHNOLOGY OF THE SOCIALIST REPUBLIC OF ROMANIA

The National Science Foundation of the United States of America and the National Council for Science and Technology of the Socialist Republic of Romania 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 Cooperation established between them.

- (1) Lodging appropriate to the professional level of the visiting scientist and, as far as possible, to the needs of his accompanying family, and
- (2) Subsistence stipend at rates as follows:

	<i>In Romania</i>	<i>In U.S.</i>
A. Visits of one month or less, per day	Lei 250	\$ 25
B. Visits longer than one month, per month:		
For the visiting scientist	Lei 6,000	\$600
For the accompanying spouse remaining five months or more	Lei 440	\$ 44
For each accompanying child remaining five months or more	Lei 330	\$ 33

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 allowance herein provided shall be the net amount received by the visiting scientist, and the taxes on this and other allowances for which the visiting scientist may be liable in the receiving country will be matched by a corresponding increase in funds provided him by the receiving side.

In case of serious illness or accident, the Parties will pay medical expenses and hospitalization in accordance with the regulations and provisions in force in the two countries.

In case of death, the Parties will pay the following amounts for the preparation and transportation of remains.

	<i>In Romania</i>	<i>In U.S.</i>
	Lei 20,000	\$2,000