

No. 19932

**UNITED STATES OF AMERICA
and
BELGIUM**

**Memorandum of Understanding relating to scientific
co-operation (with annex). Signed at Brussels on 2 June
1980**

Authentic text: English.

Registered by the United States of America on 10 June 1981.

**ÉTATS-UNIS D'AMÉRIQUE
et
BELGIQUE**

**Mémorandum d'accord relatif à la coopération scientifique
(avec annexe). Signé à Bruxelles le 2 juin 1980**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 10 juin 1981.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE NATIONAL SCIENCE FOUNDATION OF THE UNITED STATES OF AMERICA AND THE NATIONAL FUND FOR SCIENTIFIC RESEARCH (FONDS NATIONAL DE LA RECHERCHE SCIENTIFIQUE/NATIONAAL FONDS VOOR WETENSCHAPPELIJK ONDERZOEK) (FNRS/NFWO) OF BELGIUM

1. This Memorandum of Understanding constitutes an agreement between the National Science Foundation (NSF), an agency of the Government of the United States of America, and the National Fund for Scientific Research (FNRS/NFWO), a private foundation funded mainly by the Government of Belgium, for the development of a cooperative program in the sciences.

2. The scope of this program covers all recognized branches of the natural, social, and engineering sciences, including mathematics. To initiate the program, NSF and FNRS/NFWO (hereinafter sometimes referred to as "the parties") will identify specific scientific areas for cooperation. Other areas may be determined by mutual agreement in the future.

3. Activities within the approved subject matter areas may include:

- 3.1 Individual visits, exchange of scientific personnel and fellowships;
- 3.2 Joint seminars and workshops;
- 3.3 Joint research;
- 3.4 Staff exchanges.

Other activities may be added by mutual agreement.

4. Scientific and technical information derived from activities under this Memorandum of Understanding shall be made available to the international scientific community through customary channels and in accordance with normal scientific procedures. The Annex to this Memorandum of Understanding shall govern in cases where particular results derived from activities under this Memorandum are subject to copyright or patent protection.

5. This Memorandum of Understanding is undertaken to facilitate pursuit of the scientific objectives of each party. Its financial terms are based on a general mutuality of interest, not strict reciprocity. Accordingly, each party shall bear the costs of its own participation in the program, unless agreed otherwise. The participation of each party shall be subject to the availability of funds.

6. The parties will hold an annual joint staff meeting for review of the program, program planning, and for the conduct of program business, unless agreed otherwise. In addition, responsible staff of the two parties will consult as often as required for the purpose of maintaining administrative efficiency and jointly considering current and proposed activities.

7. In accordance with the standard procedures and regulations governing the NSF and FNRS/NFWO, each party shall inform the scientific community

¹ Came into force on 2 June 1980 by signature, in accordance with paragraph 9.

in its own country of the opportunities for cooperation made possible by the program.

8. Each party will prepare an annual report on the program in timely fashion according to its own fiscal year system and provide a copy to its counterpart. Copies of the reports shall be made publicly available in accordance with the laws of the respective country.

9. This Memorandum of Understanding shall enter into force on the date of signature by the Director of the NSF and by the President of the FNRS/NFWO, and shall remain in force for five years unless renewed by mutual consent, or unless terminated by either party upon the provision of written notice, six months in advance, to the other party. Such termination shall not affect activities approved or in progress under terms of this Memorandum of Understanding.

10. This Memorandum of Understanding is documented in English in two original copies.

DONE at Brussels this 2nd day of June, 1980.

For the National Fund
for Scientific Research (FNRS/NFWO)
of Belgium:

[Signed]

Professor Dr. E. BETZ
President

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

[Signed]

Dr. Richard C. ATKINSON
Director

ANNEX

PATENT AND COPYRIGHT PROVISIONS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL SCIENCE FOUNDATION OF THE UNITED STATES OF AMERICA AND THE NATIONAL FUND FOR SCIENTIFIC RESEARCH (FONDS NATIONAL DE LA RECHERCHE SCIENTIFIQUE/NATIONAAL FONDS VOOR WETENSCHAPPELIJK ONDERZOEK) OF BELGIUM

This Annex governs the allocation of rights to intellectual property including inventions (hereinafter sometimes referred to as "subject inventions") conceived or first reduced to practice jointly by participants of both countries or individually by participants of either country during the course of an activity conducted under this Memorandum of Understanding.

a) Each party shall hold all rights within its own territory to each subject invention, subject to an irrevocable, royalty-free and non-exclusive license to practice the invention to the other party. This license shall include authority to sublicense, but this authority shall be confined to a 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 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 such notifications shall include an offer to enter into a separate understanding 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 Annex. 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 Memorandum of Understanding 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 non-exclusive license to the other party to publish, copy, translate and perform such results. 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 Annex 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 Annex.

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 Annex. This includes responsibility to take such steps as are necessary and timely to inform its participants of the terms of this Annex and to assure compliance with its terms. The parties may agree to special arrangements in writing in individual cases.
