

No. 23637

**FINLAND
and
UNITED STATES OF AMERICA**

**Agreement relating to scientific and technological co-
operation (with annex). Signed at Washington on
22 March 1985**

Authentic texts: Finnish and English.

Registered by Finland on 27 November 1985.

**FINLANDE
et
ÉTATS-UNIS D'AMÉRIQUE**

**Accord de coopération scientifique et technologique (avec
annexe). Signé à Washington le 22 mars 1985**

Textes authentiques : finnois et anglais.

Enregistré par la Finlande le 27 novembre 1985.

AGREEMENT¹ RELATING TO SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE REPUBLIC OF FINLAND AND THE UNITED STATES OF AMERICA

The Government of the Republic of Finland and the Government of the United States of America, hereafter referred to as the Parties,

Recognizing that scientific and technical cooperation can benefit the peoples of both countries and all mankind and that it strengthens the bonds of friendship between the two countries,

Have agreed as follows:

Article 1. 1. The Parties shall promote cooperation between the two countries in science and technology for peaceful purposes on the basis of mutual benefit, equality, and reciprocity.

2. The principal objective of this cooperation is the investigation of scientific and technological topics of mutual interest by providing opportunities to exchange ideas, information, skills, and techniques and to conduct joint research.

Article 2. The activities contemplated under this Agreement may include exchanges of scientific and technological information, exchanges of scientists and technical experts, the convening of joint seminars and meetings, the conduct of joint research projects, and such other forms of scientific and technological cooperation as may be mutually agreed upon.

Article 3. Pursuant to the aims of this Agreement, the Parties will encourage and facilitate, where appropriate, the development of direct contacts and cooperation between government agencies, research centers, and other institutions of the two countries and the conclusion of implementing arrangements between them for the conduct of cooperative activities under this Agreement.

Article 4. Unless otherwise provided for in an implementing arrangement, each Party, participating agency, or organization shall bear the cost of its participation and that of its personnel engaged in cooperative activities under this Agreement.

Article 5. Cooperative activities shall be undertaken in accordance with applicable laws and regulations in both countries and subject to the availability of funds and personnel.

Article 6. Upon request of either Party representatives of the Parties shall meet to consider matters related to the implementation of this Agreement. Groups of experts may be designated to discuss specific questions. Each Party will designate an office within a particular agency to maintain contacts between meetings.

Article 7. Each Party shall use its best efforts to facilitate, in accordance with its laws and regulations, entry to and exit from its territory of personnel and equip-

¹ Came into force on 15 September 1985, i.e., 30 days after the date on which the Parties had notified each other (on 16 August 1985) of the completion of their respective requirements, in accordance with article 10 (1).

ment of the other country engaged or used in projects and programs under this Agreement.

Article 8. 1. Scientific and technical information of a nonproprietary nature derived from the cooperative activities conducted under this Agreement shall be made available, unless it is agreed otherwise under specific circumstances, to the world scientific community through customary channels in accordance with the normal procedures of the participating agencies.

2. The disposition of patents, copyrights, designs, and other industrial and intellectual property arising from the cooperative activities under this Agreement shall be as set forth in the Annex to this Agreement, which Annex is an integral part of this Agreement. The Parties or their designated representatives may choose to address these items in more detail in any implementing agreements.

Article 9. Nothing in this Agreement shall be construed to prejudice other arrangements for scientific and technical cooperation between the two Parties.

Article 10. 1. This Agreement enters [into] force 30 days after the date when the Parties, through diplomatic channels, have notified each other that their respective requirements for the entry into force of the Agreement have been fulfilled, and shall remain in force for five years. It may be modified or extended by written agreement of the Parties.

2. The Agreement may be terminated at any time at the discretion of either Party upon six months' advance notification in writing by the Party seeking to terminate it.

3. The termination of this Agreement shall not affect the carrying out of any project or program undertaken under this Agreement or any of its implementing arrangements and not fully executed at the time of the termination of this Agreement.

DONE at Washington, in duplicate, in the English and Finnish languages, both texts being equally authentic, this twenty-second day of March, 1985.

For the Government of the Republic of Finland:

JERMU LAINE

For the Government of the United States of America:

WILLIAM SCHNEIDER, Jr.

INTELLECTUAL PROPERTY, COPYRIGHT, AND PATENT

ANNEX TO THE AGREEMENT RELATING TO SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE REPUBLIC OF FINLAND AND THE UNITED STATES OF AMERICA

In accordance with Article 8 of the Agreement Relating to Scientific and Technological Cooperation between the Republic of Finland and the United States of America (hereinafter referred to as the Agreement), signed at Washington, D.C., on March 22, 1985, by the Republic of Finland and the United States of America (hereinafter referred to as the Parties), the Parties agree as follows:

I. CONFIDENTIAL INFORMATION

1) The Parties agree that any information of a confidential nature furnished under the Agreement or its implementing arrangements (such as trade secrets and technical know-how, or information with an obligation concerning its confidentiality requested by either Party) shall be protected. A decision to introduce and furnish such information shall be made only by mutual agreement of the Parties which may be arrived at through consultation between the representatives designated by both Parties, or their designated experts under Article 6 of the Agreement, or as otherwise agreed in writing by the Parties. Each Party shall give full protection to such information in accordance with its laws, regulations, and administrative practices.

2) Information to be protected shall mean information of a confidential nature which is appropriately identified and which meets all of the following conditions:

- (a) It is of a type customarily held in confidence by governmental or commercial sources;
- (b) It is not generally known or publicly available from other sources;
- (c) It has not been previously made available by the owner to others without an obligation concerning its confidentiality; and
- (d) It is not already in the possession of the recipient Party without an obligation concerning its confidentiality.

II. PROTECTION OF INVENTIONS

“Invention” means any invention or discovery made or conceived in the course of or under this Agreement or its implementing arrangements and which is or may be patentable or otherwise protectable under the laws of the United States, Finland, or any third country.

As to inventions made or conceived under the Agreement or its implementing arrangements, the Parties agree to take appropriate steps to secure rights to implement the following:

1) If the invention is made or conceived as a result of the exchange of information between the Parties such as by joint meetings, seminars, or the exchange of technical reports or papers:

- (a) The Party whose personnel makes the invention (the Inventing Party) is entitled to obtain all rights and interests in the invention in all countries, subject to a nonexclusive, irrevocable, royalty-free license to the other Party and its Government, with the right to grant sublicenses; and
- (b) In the event the Inventing Party decides not to obtain such rights and interests in the other Party's country, or a third country, the other Party may do so, subject to a nonexclusive, irrevocable, royalty-free license to the Inventing Party and its Government, with the right to grant sublicenses.

2) If the invention is made or conceived by personnel of one Party (the Assigning Party) while assigned to the other Party (the Receiving Party) during an exchange of scientific and technical personnel:

- (a) The Receiving Party is entitled to obtain all rights and interests in the invention in its country and in third countries, and the Assigning Party is entitled to all rights and interests in its country, and such rights are subject to a nonexclusive, irrevocable, royalty-free license in the other country and in third countries for its use and that of its Government, and to such a license in third countries for its nationals; and
- (b) In the event either Party decides not to obtain such rights and interests in its own country, third countries, or in a particular third country, the other Party may do so, subject to a nonexclusive, irrevocable, royalty-free license to the first Party, its Government, and nationals.

3) If the invention is made or conceived as a result of other specific forms of cooperation, such as special joint research projects, the Parties shall provide for the appropriate distribution of the rights thereto. In general, each Party should normally determine the rights to such inventions in its own country, and third country rights should be agreed upon by the parties on an equitable basis.

4) The Party whose personnel make an invention shall communicate to the other Party information disclosing the invention and any patent or other protection it elects to obtain and will furnish the documentation necessary for the establishment of the other Party's rights in the invention. The communicating Party may ask the other Party in writing to delay publication or public disclosure of such information. Unless otherwise agreed in writing, such restriction shall not exceed a period of six months from the date of the communication of such information.

III. COPYRIGHTS

Each Party will take appropriate steps to secure rights so that either Party or its designee may obtain copyright protection in its own country and third countries on works which the Party or its participants originates under the Agreement or its implementing arrangements, in which event the non-originating Party, its Government, and nationals shall have a nonexclusive, irrevocable and royalty-free license under the copyright to translate, reproduce, publish, and distribute such works.

IV. COOPERATION

Each Party will take all necessary and appropriate steps to provide for the cooperation of its authors, inventors and discoverers which is required to carry out the provisions of this Annex. Each Party will assume the responsibility to pay such awards or compensation to be paid to its nationals in accordance with its laws and regulations.

V. MISCELLANEOUS

Other questions or issues regarding the treatment of information, inventions, discoveries, writings, etc., not covered by this Annex, or any disagreements respecting this Annex, will be settled through consultations between the representatives of the Parties or their designees.

VI. APPLICABILITY

This Annex is applicable to the Agreement and any implementing arrangements or cooperative activities entered into or performed thereunder, except as otherwise specifically provided for in individual implementing arrangements.

For the Government of the Republic of Finland:

JERMU LAINE

For the Government of the United States of America:

WILLIAM SCHNEIDER, JR.