SCIENTIFIC COOPERATION

Agreement Between the
UNITED STATES OF AMERICA
and CYPRUS

Signed at Nicosia February 5, 2009

with

Annexes

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

CYPRUS

Scientific Cooperation

Agreement signed at Nicosia February 5, 2009;
Entered into force October 29, 2009.
With annexes.

AGREEMENT

BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CYPRUS

ON SCIENCE AND TECHNOLOGY COOPERATION

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THE GOVERNMENT OF THE UNITED STATES OF AMERICA

And

THE GOVERNMENT OF THE REPUBLIC OF CYPRUS,
(hereinafter referred to as "the Parties"),

CONSIDERING the importance of science and technology for their economic and social development;

RECOGNIZING that the Parties are pursuing research and technological activities in a number of areas of common interest, and that participation in each other's research and development activities on a basis of reciprocity will provide mutual benefits; and

DESIRING to establish a formal basis for cooperation in scientific and technological research that will extend and strengthen the conduct of cooperative activities in areas of common interest and encourage the application of the results of such cooperation to their economic and social benefit:

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Purposes

1. The purposes of the Agreement Between the Government of the United States of America and the Government of the Republic of Cyprus on Science and Technology Cooperation ("Agreement") are to strengthen scientific and technological capabilities of the Parties, to broaden and expand relations between the extensive scientific and technological communities of both countries, and to promote scientific and technological cooperation in areas of mutual benefit for peaceful purposes.

2. The Parties shall encourage, develop and facilitate cooperative activities in fields of common interest where they are pursuing research and development activities in science and technology.

ARTICLE 2

Definitions

For the purposes of this Agreement:

(a) "Cooperative activity" means any activity that the Parties undertake or support pursuant to this Agreement;

(b) "Information" means scientific or technical data, results or methods of research and development stemming from cooperative activities, and any other data relating to cooperative activities;

(c) "Intellectual Property" shall include the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967, and may include other subject matter as agreed by the Parties.

(d) "Participants" means any individual or entity, including, inter alia, the Parties' scientific and technological organizations and agencies, private persons, undertakings, research centers, universities, university-colleges, subsidiaries of U.S. and Cypriot entities, or any other form of legal entity involved in cooperative activities.

(e) "Science" shall include all fields of research.

ARTICLE 3

Principles

Cooperative activities conducted pursuant to this Agreement shall be conducted on the basis of the following principles:

(a) Mutual benefit based on an overall balance of advantages;
(b) Reciprocal opportunities to engage in cooperative activities;
(c) Equitable and fair treatment for the participants; and
(d) Timely exchange of information that may affect cooperative activities.

ARTICLE 4

Areas of Cooperative Activities

(a) Priority will be given to collaboration that can advance common goals in science and technological research.

(b) Scientists, technical experts, governmental agencies and institutions of third countries or international organizations may be, in appropriate cases, invited by the two Parties to participate, at their own expense unless otherwise agreed, in projects and programs being carried out under this Agreement.

ARTICLE 5

Forms of Cooperative Activities

(a) Subject to applicable laws, regulations and policies, the Parties shall foster, to the fullest extent practicable, the involvement of participants in cooperative activities under this Agreement with a view to providing comparable opportunities for participation in their scientific and technological research and development activities.

(b) Cooperative activities may take the following forms:

1. coordinated research projects;

2. joint task forces;

3. joint studies;

4. joint organization of scientific seminars, conferences, symposia and workshops;

5. training of scientists and technical experts;

6. exchanges or sharing of equipment and materials;

7. visits and exchanges of scientists, engineers or other appropriate personnel; and

8. exchanges of scientific and technological information as well as information on practices, laws, regulations and programs relevant to cooperation under this Agreement.

ARTICLE 6

Coordination, Facilitation and Implementation of Cooperative Activities

(a) The Department of State's Bureau of Oceans, International Environmental and Scientific Affairs, Office of Science and Technology Cooperation shall coordinate and facilitate cooperative activities under this Agreement on behalf of the United States. The Planning Bureau shall coordinate and facilitate cooperative activities under this Agreement on behalf of the Republic of Cyprus.

(b) The Parties agree to consult periodically and at the request of either Party concerning the implementation of the Agreement and the development of their cooperation.

(c) Each Party shall also designate an Agreement Coordinator to conduct administrative affairs and, as appropriate, to provide oversight and coordination of activities under this Agreement. The Agreement Coordinators shall arrange meetings as necessary, including meetings of the Joint Committee, to discuss and review the implementation of this Agreement, matters of importance in the field of science and technology, and policy issues related to the overall science and technology relationship between the Parties.

(d) Moreover, each Party will designate a point of contact for the notification and approval of requests for authorization for access to the waters under national jurisdiction for the purpose of scientific research, and will treat those requests with diligence, taking into account the significance of these activities to the advancement of scientific knowledge.

(e) Government agencies of the Parties may conclude under the present Agreement implementing agreements or arrangements, as appropriate, in specific areas of science and technology. These implementing agreements or arrangements shall cover, as appropriate, topics of cooperation; procedures for transfer and use of materials, equipment and funds; and other relevant issues.

(f) The present Agreement is without prejudice to other science and technology agreements and arrangements between the Parties. The Parties shall endeavour, where appropriate, to bring under the terms of this Agreement new arrangements for scientific and technological cooperation between the Parties that fall under the scope of Article 4.

ARTICLE 7

Joint Committee

(a) In carrying out the responsibilities under 6(a), the Parties may establish a Joint Committee to coordinate, facilitate, and review cooperative activities under this Agreement, composed of representatives designated by the Parties. A Joint Committee would be co-chaired by the designated official of the Department of State of the Government of the United States and a designated official of the Planning Bureau of the Government of the Republic of Cyprus. Such a Joint Committee may hold consultations on general science and technology issues, exchange information, establish task forces and working group as appropriate; consult experts as appropriate and needed, and otherwise work to increase mutual understanding of the Parties activities and programs related to science and technology. The Joint Committee would meet when both sides consider it necessary to discuss common goals and implementation of the Agreement. In-person meetings of the Joint Committee would alternate between Cyprus and the United States, or as agreed to by the Parties.

(b) The functions of the Joint Committee may include:

1. Identifying areas of common interest;
2. Overseeing and recommending activities under the Agreement;
3. Advising the Parties on ways to enhance cooperation consistent with the principles set out in this Agreement;
4. Reviewing the efficient and effective functioning of the Agreement;

ARTICLE 8

Funding and Legal Considerations

(a) Cooperative activities shall be subject to the availability of appropriated funds, resources, and personnel and to the applicable laws and regulations, policies and programs of the United States of America and Republic of Cyprus. This Agreement does not constitute any obligation of funds by either Party.

(b) Unless otherwise provided for in an implementing arrangement, each Party, its agency or scientific organization or participant shall bear the costs of its participation and that of its personnel engaged in cooperative activities under this Agreement.

ARTICLE 9

Treatment of Personnel and Equipment

(a) Each Party shall take all reasonable steps and use its best efforts, within applicable laws and regulations, to facilitate entry to and exit from its territory of persons, material, data and equipment involved in or used in cooperative activities under this Agreement.

(b) Each Party shall endeavor to ensure that all participants in agreed cooperative activities under this Agreement have access to facilities and personnel within its country as needed to carry out those activities.

(c) Each Party shall work towards, where appropriate and in accordance with its laws and regulations, duty free entry for materials and equipment provided pursuant to science and technology cooperation provided under this Agreement.

(d) The Parties do not foresee the provision of foreign assistance under this Agreement. If they decide otherwise with respect to a particular activity, the relevant implementing arrangement would need to be consistent with the requirements of laws of the United States and the Republic of Cyprus that regulate activities related to foreign assistance.

ARTICLE 10

Dissemination of Scientific and Technical Information

Scientific and technological information of a non-proprietary nature derived from the cooperative activities under this Agreement shall be made available, unless otherwise, agreed by the Parties in writing in implementing arrangements, to the world scientific community through customary channels and the normal practices and regulations of the the United States of America and Republic of Cyprus. No warranty of suitability of information exchanged under the Agreement is implied or given.

ARTICLE 11

Intellectual Property and Security Obligations

The allocation and protection of intellectual property under this Agreement shall be in accordance with the provisions of Annex I. Provisions for security of information and transfer of technology are set forth in Annex II. Annexes I and II constitute integral parts of this Agreement.

ARTICLE 12

Other Agreements

This Agreement is without prejudice to rights and obligations under any other agreements between the Parties, or any agreements governed by international law between either of the Parties and any third Party State.

ARTICLE 13

Entry into Force, Termination and Dispute Settlement

(a) This Agreement shall enter into force on the date on which the last Party notifies the other in writing that their respective internal procedures necessary for its entry into force have been fulfilled. The Agreement shall remain in force for ten (10) years and it may be extended for further ten-year periods by written agreement of the Parties.

(b) This Agreement may be terminated at any time by either Party upon six months' written notice to the other Party. The expiration or termination of this Agreement shall not affect the validity or duration of any arrangements made under it, or any specific rights and obligations that have accrued in compliance with Annexes I and II.

(c) This Agreement may be amended by written agreement of the Parties.

(d) All questions or disputes related to the interpretation or implementation of this Agreement shall be settled by mutual agreement of the Parties. This paragraph shall not affect any implementing arrangement between non-governmental participants.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Nicosia, in duplicate, this 5th day of February 2009, in the English language.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE REPUBLIC OF CYPRUS
[signature]	C. Stanakis

ANNEX I

Intellectual Property Rights

I. General Obligations

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing agreements or arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967, and may include other subject matter as agreed by the Parties.

C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with the Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

D. Except as otherwise provided in this Agreement, disputes concerning intellectual property arising under this Agreement shall be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

III. Allocation of Rights

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named. Each party or its participants shall have the right to review a translation prior to public distribution.

B. Rights to all forms of intellectual property, other than those rights described in paragraph IIIA above, shall be allocated as follows:

(1) Visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution.

(2) (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by paragraph III.B.(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.

(b) Unless otherwise agreed in an implementing agreement or arrangement, each Party shall have within its territory a right to exploit or license intellectual property created in the course of the cooperative activities.

(c) The rights of a Party outside its territory shall be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.

(d) Nothwithstanding paragraphs III.B(2)(a) and (b) above, if either Party or their participants believe that a particular project is likely to lead to or has led to the creation of intellectual property not protected by the laws of the other Party, the Parties or their designees, shall immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date of initiation of the discussions, cooperation on the project in question shall be terminated at the request of either Party. Creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).

(e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the invention promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

IV. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

ANNEX II

Security Obligations

I. Protection of Information

Unless otherwise agreed in relevant implementing agreements or arrangements, no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult concerning the need for and level of appropriate protection to be accorded such information or equipment.

II. Technology Transfer

The transfer of export-controlled information or equipment between the two countries shall be in accordance with the relevant laws and regulations of each Party to prevent the unauthorized transfer or retransfer of such information or equipment provided or produced under this Agreement. If either Party deems necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing agreements and arrangements under this Agreement. Parties shall identify export-controlled information and equipment as well as any restrictions on further use or transfer of such information or equipment.