

TURKEY

Scientific and Technological Cooperation

TIAS 12185

June 14, 1994, Date-Signed

June 14, 1994, Date-In-Force

STATUS:

[*1] Agreement signed at Ankara June 14, 1994;
Entered into force June 14, 1994.

AGREEMENT RELATING TO SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY

TEXT:

The Government of the United States of America and the Government of the Republic of Turkey
(hereinafter "the Parties"),

desiring to promote further the close and friendly relations existing between them,

considering their common interest in promoting scientific research and technological development,

recognizing the benefits to be derived by both Parties from close cooperation in these fields,

have agreed as follows:

ARTICLE I

1. The Parties shall promote cooperation between the two countries in science and technology for peaceful purposes.
2. The principal purposes of this cooperation are to provide additional opportunities to exchange ideas, information, skills and techniques and to collaborate on matters of mutual interest.

ARTICLE II

The cooperation contemplated in this Agreement may include exchanges of scientific and technical information, exchanges of scientists and technical experts, the convening of joint seminars and meetings, [*2] the conduct of joint research projects in the basic and applied sciences, and such other forms of scientific and technical cooperation as may be mutually agreed.

ARTICLE III

Pursuant to the purposes of this agreement, the Parties shall encourage and facilitate, where

appropriate, the development of direct contacts and cooperation between governmental agencies, universities, research centers and other institutions and entities of the two countries, and the conclusion of appropriate implementing arrangements for conduct of cooperative activities under this Agreement.

ARTICLE IV

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

ARTICLE V

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 specifically otherwise, to the world scientific community through customary channels and in accordance with the [*3] normal procedures of the participating agencies.

2. The treatment of intellectual property created or furnished in the course of the cooperative activities under this Agreement is set forth in ANNEX I, which is an integral part of this Agreement.

3. Reciprocal security obligations shall be observed under this Agreement in accordance with the provisions of ANNEX II, which is an integral part of this Agreement.

ARTICLE VI

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

ARTICLE VII

1. Each Party shall designate an executive agent. The executive agents shall be the Department of State for the United States of America and the Ministry of Foreign Affairs for the Republic of Turkey, respectively.

2. The executive agents shall exercise oversight, management and coordination of cooperative activities under this Agreement.

ARTICLE VIII

1. Each Party shall use its best efforts to facilitate entry into and exit from its territory of personnel and equipment of the other country, engaged in or used in projects and programs under this Agreement.

2. Each Party shall endeavor to ensure that all [*4] participants in agreed cooperative activities under this Agreement have access to facilities and personnel within its country as needed to carry out those activities.

3. Each Party shall endeavor to provide comparable reciprocal access to major government-sponsored or government-supported programs and facilities for visiting researchers and comparable reciprocal access to and exchange of information in the field of scientific and technological research and development.

ARTICLE IX

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

ARTICLE X

1. This Agreement shall enter into force upon signature and shall remain in force for five years. It may be amended or extended by written agreement of the Parties.

2. This Agreement may be terminated by either Party on six months written notification. The termination of this Agreement shall not affect the validity or duration of any arrangements made under it but not yet completed at the time of termination.

Done in Ankara, in duplicate, in the English and Turkish languages, both texts being equally authentic, this 14th day of June [*5] 1994.

SIGNATORIES:

For the Government of the United States of America

Elinor G. Constable

For the Government of the Republic of Turkey

[Signature]

APPENDICES:

ANNEX I

INTELLECTUAL PROPERTY

PREAMBLE

Pursuant to Article V of this Agreement;

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

I. 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 have the meaning found in Article 2 of the Convention establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967. n1

-----Footnotes-----

n1 TIAS 6932; 21 UST 1749.

-----End Footnotes-----

[*6]

C. This Annex addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. 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. Disputes concerning intellectual property arising under this Agreement should 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 UNCITRAL shall govern.

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

F. Cooperative activities will not be entered into where there is a reasonable prospect, [*7] as determined by either Party, of producing inventions in areas not considered patentable subject matter by both Parties. In the event that either Party believes that a particular joint research project under this Agreement will lead to the creation or furnishing of intellectual property of a type not protected by the applicable laws of one of the Parties, the Parties shall immediately hold discussions with regard to whether to continue the project. If it is mutually decided to continue, the provisions of Paragraph IIB2 (b) will apply.

II. 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.

B. Rights to all forms of intellectual property, other than those rights described in Section II (A) above, shall be allocated as follows:

1. Visiting researchers, for example; [*8] scientists visiting primarily in furtherance of their education,

shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.

2. (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own territory. Rights and interests in third countries will be determined in implementing arrangements. If research is not designated as "Joint Research" in the relevant implementing arrangement, rights to intellectual property arising from the research will be allocated in accordance with Paragraph II B1. In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.

(b) Notwithstanding Paragraph II B2(a), if a type of intellectual property is available under the laws of [*9] one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to royalties as provided in Paragraph II B2(a).

III. 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 its applicable laws, regulations, and administrative practice. 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, 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

PROTECTION OF SENSITIVE TECHNOLOGY

Both Parties agree that no information or equipment identified as requiring protection for national security reasons (such as that which is classified) [*10] by either Party shall be provided under this Agreement. Should such information or equipment unintentionally be created or furnished in the course of projects or cooperation under this Agreement, it shall be protected from unauthorized disclosure under applicable national laws, regulations and administrative practices. Where information or equipment has been inadvertently disclosed to unauthorized recipients, the originating Party shall be informed. Any difficulties in providing appropriate protection for sensitive information or equipment shall be the subject of consultations between both Parties.

This Agreement does not supersede the international obligations, national laws and regulations of each Party with respect to transfers and release of information and equipment subject to export and re-export laws and regulations.