

AGREEMENT FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA

The Government of the United States of America and the Government of the Republic of Venezuela, hereinafter referred to as "the Parties":

Wishing to strengthen the bonds of friendship and cooperation between the two countries;

Aware of the importance of scientific and technological capacity for national economic and social development, and of the contribution that effective scientific and technological cooperation, carried out on a basis of equality, can make to the development of the human resources of both countries;

Recognizing that international cooperation offers a potential for strengthening the scientific and technological capacity of all countries;

Taking into account the Memorandum of Understanding on Scientific and Technological Cooperation signed in Washington on the 21st of November 1979 between the Commission of the Cartagena Agreement and the Government of the United States of America;

Have agreed as follows:

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ARTICLE I

1. The Parties shall promote scientific and Technological cooperation for peaceful purposes in areas of mutual interest.

2. The principal objectives of this Agreement are to strengthen scientific and technological capabilities of the Parties and broaden and expand relations between the scientific and technological communities in both countries.

ARTICLE II

Cooperation under this Agreement may include the exchange of scientific and technological information, joint conduct of research projects, exchange of scientists and technical experts, convening of seminars and meetings, training of scientists and technical experts, and other forms of scientific and technological cooperation as may be mutually agreed.

ARTICLE III

Pursuant to the objectives of this Agreement, the Parties will encourage and facilitate, as appropriate, contacts and cooperation between government agencies, universities, research centers, institutions, firms and other entities of the two countries, and the conclusion, under equitable terms and conditions, of specific arrangements for the conduct of cooperative activities.

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cooperative activities under this Agreement. The executive agent for the Government of the United States of America shall be the Department of State and the executive agent for the Government of the Republic of Venezuela shall be the Ministry of Foreign Affairs and the National Council for Scientific and Technological Research (CONICIT).

2. In the area of basic and applied science research, the Parties shall establish a joint advisory and review committee represented in the United States by the Department of State and in Venezuela by the Ministry of Foreign Affairs. Other entities as each side may determine may also participate in the work of the committee. The committee shall establish such channels of communication and perform such functions as may be mutually agreed in order to promote and facilitate cooperation in basic and applied scientific research between appropriate entities of the two Parties.

3. Representatives of the two Parties shall meet when necessary in order to develop and evaluate programs and projects under this Agreement and to further their implementation. The Parties may designate the necessary experts to discuss and analyze specific questions.

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ARTICLE VI

The Parties agree that scientific and technological information resulting from cooperation under this Agreement which is not subject to the principle of confidentiality because of its industrial or commercial significance shall, subject to the provisions of specific arrangements referred to in Article IV, be made available to the world scientific community through procedures established by the Parties.

The provisions on patents, designs, trade secrets, copyrights, and all other intellectual property arising from the cooperative activities under this Agreement is provided for in Annex I which shall form an integral part of this Agreement.

ARTICLE VII

The Parties may, as mutually agreed, invite scientists, technical experts and entities of third countries or international organizations to participate in projects and programs being carried out under this Agreement.

ARTICLE VIII

1. Each Party shall designate an executive agent responsible for the coordination and facilitation of

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ARTICLE IV

1. Specific arrangements implementing this Agreement may cover subjects of cooperation, procedures to be followed, treatment of intellectual property, funding and other appropriate matters. With respect to funding, costs shall be borne as mutually agreed. All cooperative activities under this Agreement shall be subject to the availability of funds from the Parties.

2. Cooperative activities conducted under this Agreement shall be consistent with the laws, regulations and international commitments of each country.

ARTICLE V

1. Each Party shall, to the extent permitted by applicable laws and regulations, facilitate the entry into and exit from its territory of those persons engaged in activities under this Agreement, as well as their dependents.

2. The personal effects of the persons referred to in paragraph 1 of this Article, as well as the equipment necessary for the exercise of their activities, will be admitted duty-free on a temporary basis in conformity with the laws and regulations of each Party. Additional facilitative measures to meet the needs of specific cooperative activities may be agreed to by the Parties.

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ARTICLE IX

Existing arrangements and agreements between the Parties relating to cooperation in science and technology shall not be affected by this Agreement. However, they may be incorporated into the framework of this Agreement as may be agreed by the Parties.

ARTICLE X

All differences or controversies which may arise between the Parties regarding interpretation or application of the provisions of this Agreement should be resolved through diplomatic means.

ARTICLE XI

1. This Agreement, which supersedes the Agreement of January 11, 1980, shall enter into force on the date on which the Parties notify each other that they have complied with the constitutional and statutory requirements necessary for its entry into force. It shall remain in force for five years, unless terminated earlier by either Party upon six months written notice to the other Party. It may be extended or modified by mutual written agreement of the Parties.

2. The termination of this Agreement shall not affect the validity or duration of any complementary arrangements made under it or that of the programs and projects in progress.

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Done at Caracas this eighth day of December 1990 in duplicate in the English and Spanish languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

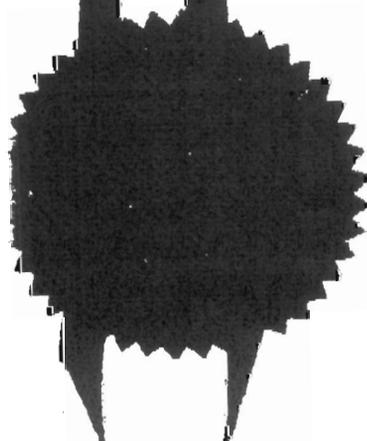
FOR THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA:

Allan Bramley

D. Allan Bramley
Assistant to the President
for Science and Technology
and Director of the White
House Office of Science
and Technology Policy

Dulce Arnao de Uzcátegui

Dr. Dulce Arnao de Uzcátegui
Minister of State for Science
and Technology and President
of the National Council for
Scientific and Technological
Research (CONICIT)



ANNEX I

INTELLECTUAL PROPERTY

Pursuant to Article VI 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.

1. 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.

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.

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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 the purpose of the cooperative activity is to produce inventions in the following areas, or where there is a possibility of producing inventions in the following areas, until such time as inventions in these areas are considered patentable subject matter by both Parties:

- a. drinks and food products for humans and animals;
- b. medicines of all kinds; and
- c. pharmaceuticals and chemical preparations, reactions and compounds.

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

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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, scientists visiting 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(B)(1). In addition, each person named as

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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(B)(2)(a), if a type of intellectual property is available under the laws of 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(B)(2)(a).

III. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under the 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, 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.

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IV. SECURITY OBLIGATIONS

Both Parties agree that no information or equipment requiring protection in the national security interest of either Party and classified in accordance with applicable national laws and regulations shall be provided under this Agreement. In the event such information or equipment is identified in the course of projects undertaken pursuant to this Agreement, it shall be protected from disclosure in accordance with applicable national laws, regulations and administrative practices and shall be brought immediately to the attention of appropriate government officials for evaluation.

A provision for the prevention of disclosure of such information or equipment shall be incorporated into all accords implementing this Agreement.

The transfer of unclassified information and equipment between the Parties under this Agreement shall be subject to the national export laws and regulations of each Party. The Parties will take all necessary and appropriate measures, in accordance with the international obligations, national laws and regulations of each Party, to prevent the unauthorized transfer or retransfer of unclassified, export-controlled information and equipment provided or produced under this Agreement. Detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated, as appropriate, into all arrangements implementing this Agreement.