

**IMPLEMENTING ARRANGEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF TRADE AND INDUSTRY OF FINLAND
FOR
COOPERATION IN ENERGY RESEARCH AND DEVELOPMENT**

The Department of Energy of the United States of America and the Ministry of Trade and Industry of Finland, hereinafter referred to as the Parties:

Recognizing that the Agreement Relating to Scientific and Technological Cooperation Between the Government of the United States of America and the Government of the Republic of Finland, signed at Washington, on May 16, 1995, provides for scientific and technological cooperation in such areas as may be mutually agreed; and

Considering that the Parties share a common interest in conducting cooperative activities in the field of energy research and development on the basis of reciprocity and mutual benefit;

Hereby agree as follows:

**ARTICLE 1
SCOPE AND OBJECTIVE**

- A. This Implementing Arrangement is subject to the terms and conditions of the Agreement Relating to Scientific and Technological Cooperation Between the Government of the United States of America and the Government of the Republic of Finland, signed at Washington on May 16, 1995, hereinafter referred to as the Umbrella Agreement. With the exception of Annexes I and II of this Implementing Arrangement, in the event of any conflict between the terms and conditions of the Umbrella Agreement and this Implementing Arrangement, the Umbrella Agreement shall govern.
- B. The objective of this Implementing Arrangement is to establish a framework for scientific and technological cooperation by the Parties in the field of energy research and development.

ARTICLE 2
AREAS OF COOPERATION

operation under this Implementing Arrangement may be undertaken in the following areas:

- A. Bioenergy technologies;
- B. Efficient and advanced energy technologies;
- C. Environmental technologies;
- D. Basic scientific research; and
- E. Such other areas as may be mutually agreed by the Parties in writing.

ARTICLE 3
FORMS OF COOPERATION

Cooperation under this Implementing Arrangement may include:

- A. Exchange of information and data on scientific and technical activities, developments, practices, methods and results;
- B. Exchange of scientists, engineers and other specialists for agreed periods of time for participation in experiments, analysis, design and other research and development activities at research centers, laboratories, engineering offices and other facilities and enterprises of the Parties or of contractors of the Parties;
- C. Short-term visits by staff or assignment of staff;
- D. Organization of, and participation in, seminars, workshops, and other meetings;
- E. Exchange of and provision of samples, materials, instruments and components for experiments, testing, and evaluation;
- F. Execution of joint studies, projects or experiments, including joint design, construction and operational activities; and
- G. Other forms of cooperation as mutually agreed by the Parties in writing.

**ARTICLE 4
MANAGEMENT**

Each Party shall name one Coordinator to supervise activities under this Implementing Arrangement. The Coordinators shall approve and monitor all activities carried out under this Implementing Arrangement and shall assess opportunities for expanding cooperation.

- B. The Coordinators may establish subcommittees to facilitate the implementation of projects initiated under this Implementing Arrangement.
- C. The Coordinators shall meet to evaluate all aspects of cooperation carried out under this Implementing Arrangement, as the Parties deem necessary. Meetings shall be held alternately in the United States and Finland.

**ARTICLE 5
PROJECT ANNEXES**

When the Parties agree to undertake a cooperative activity as described in Article 3(F), the Parties will conclude a Project Annex. Each such Project Annex shall include detailed provisions for carrying out the specific form of cooperative activity and shall cover such matters as technical scope, management, total costs, cost sharing, and schedule, as appropriate. Each such Project Annex shall be attached as an annex to this Implementing Arrangement and shall contain provisions relating to assignment of staff and exchange of equipment.

**ARTICLE 6
AVAILABLE INFORMATION**

- A. The Parties shall exchange information necessary to carry out this Implementing Arrangement. All information arising under this Implementing Arrangement will be promptly exchanged between the Parties.
- B. Information transmitted by one Party to the other Party under this Implementing Arrangement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE 7
INTELLECTUAL PROPERTY; SECURITY OBLIGATIONS

; protection and distribution of intellectual property and the treatment of business-confidential information created or furnished in the course of cooperative activities under this Implementing Arrangement will be governed by the provisions of Annex I of the Implementing Arrangement. The protection of information and equipment for national security reasons will be governed by the provisions of Annex II of this Implementing Arrangement.

ARTICLE 8
GENERAL PROVISIONS

- A. Unless otherwise agreed in writing, costs resulting from activities under this Implementing Arrangement shall be the responsibility of the Party that incurs them.
- B. Cooperation under this Implementing Arrangement shall be conducted according to the laws and regulations of the Parties and shall be subject to the availability of appropriated funds and personnel.
- C. Each Party shall use its best efforts to obtain all permits and licenses required by law to carry out this Implementing Arrangement.
- D. Any dispute concerning the interpretation of this Implementing Arrangement shall be settled by mutual agreement of the Parties.

ARTICLE 9
FINAL PROVISIONS

- A. This Implementing Arrangement shall enter into force upon signature, shall remain in force for five (5) years, shall be automatically renewed for another 5-year period and may be amended or extended by written agreement of the Parties, thereafter.
- B. The Parties may continue all activities initiated but not completed at the expiration or termination of this Implementing Arrangement until their completion as mutually agreed in writing by the Parties.

Either Party may terminate this Implementing Arrangement at any time upon six-months advance written notification. Such termination shall be without prejudice to the rights that may have accrued to either Party under this Implementing Arrangement up to the date of termination.

Done at Helsinki, this 17 ^{January} day of 1996, in the English language.

FOR THE UNITED STATES OF AMERICA:

Derek W. Shearer

FOR THE REPUBLIC OF FINLAND:

[Signature]

FOR THE UNITED STATES DEPARTMENT OF ENERGY:

[Signature]

FOR THE REPUBLIC OF FINLAND MINISTRY OF TRADE AND INDUSTRY:

[Signature]

ANNEX I
INTELLECTUAL PROPERTY

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Implementing Arrangement and relevant Project Annexes. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Implementing Arrangement 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.

B. Scope

1. This Annex is applicable to all cooperative activities undertaken pursuant to this Implementing Arrangement, except as otherwise specifically agreed by the Parties or their designees.
2. For purposes of this Implementing Arrangement, "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.
3. This Annex addresses the allocation of rights and interests 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 Article 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.
4. Disputes concerning intellectual property arising under this Implementing Arrangement 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.

5. Termination or expiration of this Implementing Arrangement shall not affect rights or obligations under this Annex.

C. *Allocation of Rights*

1. 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 Implementing Arrangement. 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.
2. Rights to all forms of intellectual property, other than those rights described in Paragraph C.1 above, shall be allocated as follows:
 - (i) Visiting researchers, for example, 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 national treatment with regard to awards, bonuses, benefits, or any other rewards, in accordance with the policies of the host institution.
 - (ii) (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 country. Rights and interests in third countries will be determined in Project Annexes. If research is not designated as "joint research" in the relevant Project Annexes, rights to intellectual property arising from the research will be allocated in accordance with paragraph C.2(i) above. In addition, each person named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institutions.

(b) Notwithstanding paragraph C.2(ii)(a) above, 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 national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institutions of the Party obtaining rights.

D. *Business Confidential Information*

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

ANNEX II
SECURITY OBLIGATIONS

Each Party agrees that no information or equipment identified as requiring protection for national security reasons by either Party shall be provided under this Implementing Arrangement. Should such information or equipment unexpectedly be created or furnished in the course of projects or cooperation under this Implementing Arrangement, it shall be protected from unauthorized disclosure to the degree possible under applicable laws, regulations and administrative policies. Where appropriate, it shall be brought to the attention of the other cooperating Party.

This Implementing Arrangement 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.