

Japan Science And Technology Agreement (1988)

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF JAPAN ON COOPERATION IN RESEARCH AND DEVELOPMENT IN SCIENCE AND TECHNOLOGY

[June 20, 1988]

The Government of the United States of America and the Government of Japan (hereinafter referred to as "the Parties");

Recalling the purposes of the Agreement on Cooperation in Research and Development in Science and Technology, which was signed by the President of the United States of America and the Prime Minister of Japan and entered into force on May 1, 1980 (hereinafter referred to as "the previous Agreement");

Recognizing that the two countries derive great benefits from their long and highly successful scientific and technological relationship;

Believing that the future prosperity and well-being of mankind depend upon the world's ability to generate new scientific knowledge and translate new discoveries into operational and applied technologies;

Affirming that the United States of America and Japan, sharing responsibilities in contributing to the world's future prosperity and well-being, should make further efforts to strengthen their respective national research and development policies;

Stressing the importance of sustaining long-term investments in basic research and creating dynamic research and development environments with a view to generating fundamental new knowledge, ensuring the protection of intellectual property rights so as to preserve the value of innovations derived from joint collaboration, providing for the smooth application of new technologies, and nurturing and expanding the next generation's human resources in science and technology;

Convinced that long-term mutually beneficial international science and technology collaboration is built upon long-lasting partnerships between scientists of different nationalities, performance of joint research and development at each other's facilities, education and training of each other's promising students, and publication of joint research and development results in international journals;

Affirming their commitment to equitable contributions and to comparable access to each nation's research and development systems;

Determined to strengthen the overall science and technology relationship based on the principles of shared responsibilities and mutual and equitable contributions and benefits, commensurate with the two nations' respective scientific and technological strengths and resources;

Affirming their commitment to further enhance cooperation in science and technology; and

Desiring to set forth the policy framework for the conduct of the overall science and technology relationship between the Parties and to strengthen that relationship for peaceful purposes;

Have agreed as follows:

ARTICLE I

1. This Agreement establishes the policy framework for the overall science and technology relationship between the Parties, including collaboration in large-scale projects and major research and development initiatives. To give

strengthen the relationship, the Parties will conduct the research and technology relationship based on the principles:

A. Shared resources, benefits and mutually equitable contributions and benefits, commensurate with the two nations' respective scientific and technological strengths and resources;

B. Comprehensive access to major government-sponsored government-subsidized programs and facilities for visiting researchers, and comprehensive exchange of information, in the field of scientific and technological research and development;

C. Adequate and effective protection and equitable distribution of intellectual property rights created in the course of collaboration and adequate and effective protection of intellectual property rights introduced in the course of collaboration;

D. Widespread dissemination of information consistent with confidentiality laws and regulations, including those related to security; and

E. Shared costs of collaboration taking into account the respective risks, benefits and management shares.

2. Under this framework, the Parties will discuss matters of importance in the field of science and technology, and discuss issues related to the advancement of science and technology relationship between the two countries.

ARTICLE II

1. This Agreement sets forth the principles and provisions for cooperative activities under this Agreement. Thereunder, the Parties will undertake cooperative activities for the purposes in such fields of science and technology in which cooperation may be mutually agreed.

2. The main results and the forms of the cooperative activities under this Agreement are provided in Annex I, which is an integral part of this Agreement.

3. Implementing arrangements for the cooperative activities under this Agreement may be concluded between the Parties through their respective agencies to determine the specific terms of cooperation, in accordance with this Agreement.

4. A cooperative activity under this Agreement will be initiated by mutual agreement and should meet the following criteria:

A. Each party to the cooperative activity should assess strongly complementary resources in conducting research and development activities, resource bases, and research centers of excellence to engage in the cooperative activity;

B. The subject matter of the cooperative activity should reflect the important technology of the countries;

C. The results of the cooperative activity should be expected to contribute to equitable distribution of benefits to each Party; and

D. The cooperative activity should have the potential to cooperate in the field of scientific and technological progress and to foster global equitable distribution of the world's knowledge and technology base.

5. With regard to the cooperative activities under this Agreement, the Parties through their agencies, shall, through the relevant national researchers and organizations from the respective research establishments, including universities, national laboratories, and the private sector.

6. The Parties through their agencies may include the respective major government-sponsored government-subsidized research programs in the basic and applied research related in Annex I as part of the cooperative activities under this Agreement when these programs and cooperative activities meet the criteria set forth in Paragraph 4 of Article II.

7. This Article will be implemented subject to the applicable laws and regulations of the country.

ARTICLE III

1. This Agreement supersedes the previous Agreements. Implementing agreements and cooperation agreements under the previous Agreements are hereby incorporated into this Agreement, except that the Parties may agree to have the agreements and agreements under the previous Agreements have no effect in the future for the purposes of Article II will be paid under the bilateral agreements.

2. This Agreement does not allow any modification existing bilateral and technology agreements between the Parties to the Agreement. However, the Parties to the Agreement may amend such agreements, as may be agreed, in a manner with the relevant amendments, to make them consistent with the policy framework of the Agreement.

ARTICLE IV

With a view to strengthening the cooperation and technology relationship on the basis of the principles for the purposes of Article I, the Parties will acknowledge the spirit in Annex II, which is an integral part of this Agreement, and such other steps as may be mutually agreed.

ARTICLE V

1. The Parties will establish a Joint High Level Committee. The Joint High Level Committee will be chaired by the appropriate high-level representatives of both Parties. The U.S. will be the Senior Advisory Panel. The Japanese will be the Minister for Foreign Affairs of his designation.

2. Meeting annually in the United States of America and Japan, the Joint High Level Committee will serve as the annual forum for the Parties to review and discuss, under the policy framework of the Agreement, matters of importance in the field of science and technology and policy issues related to cooperation and technology relationship between the two countries, and cooperation agreements under the Agreement.

3. In this context, the Joint High Level Committee will submit an annual report to the Parties. The report will review the operation of the Agreement, including an assessment of major developments with special reference to the spirit in Annex III, which is an integral part of the Agreement. The report will also focus on the steps and new initiatives for the Parties to adopt for the next year, and as necessary, policy recommendations on matters of importance to cooperation and technology relationship between the two countries.

4. The Parties will establish a Joint Working Level Committee to handle the management of the support work of the Joint High Level Committee. For this purpose, specific functions of the Joint Working Level Committee are provided in Annex III and in the view of the cooperation and technology relationship between the two countries under the policy framework of the Agreement and of the cooperation agreements under the Agreement, and participation of the annual report for the consideration of the Joint High Level Committee.

5. The Joint Working Level Committee will be chaired by the U.S. Department of State and the Ministry of Foreign Affairs of Japan. Each Party will determine its own representatives in the Joint Working Level Committee to manage the official functions with the appropriate responsibility for cooperation agreements under the Agreement.

6. The Joint Working Level Committee will meet as an annual, annually in the United States of America and Japan. Meetings of the Joint Working Level Committee will be scheduled with the participation of the support of the Joint High Level Committee.

7. The Parties will establish a Joint High Level Advisory Panel to provide a joint review of the cooperation and technology relationship between the two countries and to advise the Joint High Level Committee on issues concerning the relationship. Specific functions of the Joint High Level Advisory Panel are provided in Annex III.

8. The Parties will establish a high level signatory members of the Joint High Level Advisory Panel, which will comprise ministers and senior officials and technology officials of both countries participating in agriculture, industry, and other areas.

9. The Joint Level Advisory Panel will meet on a annual basis and may also be convened as soon as possible in response to the request of either chair of the Joint Level Committee in consultation with the other chair.

ARTICLE VI

1. Scientific and technological forms of intellectual property are derived from the cooperative activities under this Agreement may be made available to the public by either Party through customary channels and accordance with the normal procedures of the participating States.

2. The Parties will ensure:

A. the adequate and effective protection of intellectual property rights and other rights of a proprietary nature as provided in Annex IV created the course of the cooperative activities under this Agreement; and

B. the adequate and effective protection of intellectual property rights and other rights of a proprietary nature as provided in Annex IV reduced the course of the cooperative activities under this Agreement, accordance with the laws and regulations of the respective countries and with the relevant agreements to which the United States of America and Japan are or will be parties. The Parties will cooperate for this purpose as necessary.

3. Details and procedures for the protection and distribution of intellectual property rights and other rights of a proprietary nature as referred to paragraph 2 above are set forth in Annex IV, which shall be a general part of this Agreement. Annex IV is applicable to a cooperative activities under this Agreement, except as otherwise specifically agreed by the parties to the cooperative activities concerned, individual implementation arrangements or otherwise. Implementation arrangements may also elaborate the provisions of Annex IV.

4. Issues shall arise between the parties to a cooperative activity regarding the treatment of forms, inventions, discoveries, writings, etc., under this Article or Annex IV will be settled, in principle, between those parties. Any such issues which cannot be resolved by those parties may be referred to the Joint Working Level Committee.

ARTICLE VII

1. Both Parties support the widest possible dissemination of the forms or equipment created the course of the cooperative activities under this Agreement, unless otherwise stipulated in this Article, Article VI, or Annex IV. In furtherance of the principle of maximum open basic research environment, both Parties confirm that forms or equipment classified for reasons of national defense will be utilized the cooperative activities under this Agreement.

2. The transfer of export-controlled forms or equipment between the countries the course of the cooperative activities under this Agreement will be in accordance with the applicable national export control laws and regulations of each country. Each Party will take all necessary and appropriate measures, in accordance with applicable national laws and regulations, to prevent the diversion of unauthorized; designs of export-controlled forms and equipment, provided or produced the course of the cooperative activities under this Agreement.

ARTICLE VIII

1. Implementation of this Agreement will be subject to the availability of appropriated funds and to the applicable laws and regulations of each country.

2. Costs of the cooperative activities under this Agreement will be borne by the Parties as mutually agreed, taking into account their respective risks, benefits and maintenance shares.

ARTICLE IX

1. This Agreement will enter into force upon signature and remain in force for five years. Either Party may at any time withdraw from the other Party of signature to terminate this Agreement, in which case this Agreement will terminate six months after such notice has been given. R

2. This Agreement shall be entered into by and between the Parties.

ARTICLE X

1. The execution of this Agreement shall not affect the carrying out of a project or project of a member taking under this Agreement and not fully executed at the time of the execution of this Agreement.

ANNEX I

MAIN AREAS AND FORMS OF THE COOPERATIVE ACTIVITIES

1. The following shall be included as main areas for cooperative activities under this Agreement:

A. Lifesciences, including biotechnology;

B. Information sciences and technology;

C. Manufacturing technology;

D. Automation and process control;

E. Global telecommunications;

F. Joint databases development; and

G. Advanced materials, including superconductors.

This list may be modified by mutual agreement.

2. For the cooperative activities under this Agreement may include:

A. Conduct of joint projects and projects and other cooperative projects and projects;

B. Meetings of various forms, such as those of experts, to discuss and exchange information for mutual scientific and technological aspects of all specific subjects, and to identify a shared development projects and projects which may be fully undertaken on a cooperative basis;

C. Exchange of information activities, policies, practices, laws and regulations concerning a shared development;

D. Visits and exchanges of scientists, including other experts on all specific subjects; and

E. Other forms of cooperative activities as may be mutually agreed.

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ANNEX II

STEPS TO STRENGTHEN THE OVERALL SCIENCE AND TECHNOLOGY RELATIONSHIP

In accordance with Article IV, the Parties shall, subject to the applicable laws and regulations of each country, take the following steps to strengthen the overall science and technology relationship:

A. Coordinate the efforts to establish a shared development system and institutional cooperation;

B. Coordinate the involvement of the relevant personnel of scientists and with a view to facilitating the communication and participation in a shared development and daily life activities;

C. Provide complementary opportunities for scientists and institutions from other countries to carry out a study in the respective facilities and jointly undertake joint-sponsored support and basic and applied research;

D. Provide substantial membership of competitive government fellowship in civilian and engineering for foreign national at their respective countries, with a quota allowance to cover accommodation and other ;

E. Promote dissemination of information on the government fellowship and the opportunities for research and technology transfer to the paragraph C and D above ;

F. Exert comparative effort to encourage civilian and engineering to take advantage of the government fellowship and the opportunities for research and technology transfer to the paragraph C and D above ;

G. Ensure that civilian and technical reports from each government agency or through major government-sponsored or government-sponsored research programs that are not published in readily available professional literature will be made available to researchers of the other country, through central office such as National Technical Information Service and Japan Equivalents, as well as through expansion of the National Technical Information Service-Japan Information Center of Science and Technology program.

ANNEX III

THE JOINT HIGH LEVEL COMMITTEE,

THE JOINT WORKING LEVEL COMMITTEE,

AND THE JOINT HIGH LEVEL ADVISORY PANEL

1. Pursuant to paragraph I of Article I and Article V, the Joint High Level Committee will address a major development with respect to the following factors :

A. Development and training in each Party's policies for the promotion and support of civilian and technology, with particular reference to research and development activities performed at university and national research institutions, and in major government-sponsored or government-sponsored research and development programs;

B. Effort by each Party to stimulate an equitable flow of civilian and technical information between the two countries, and to concert action to enable new civilian and technical information generated by their respective civilian and technology establishments to come to the notice of the world civilian community through publication in open, readily available professional literature ;

C. Effort in each country to promote advancement, educational, and training opportunities in civilian and engineering at university and national research institutions ;

D. Each Party's effort to take advantage of the world-class research and development facilities at university and national research institutions in its country to generate new knowledge and scientific technology ;

E. Flow of civilian and engineering between the two countries to educational and research facilities, and effort in each country to stimulate an encouraged equitable flows;

F. Effort by each Party to provide comparative access to university and national research institutions and to major government-sponsored or government-sponsored research and development programs; and

G. Support in each country for visit and exchange of, and joint projects for, civilian and engineering involving all types of facilities and all levels of seniority and financial assistance .

2. The functions of the Joint Working Level Committee will include :

A. Review and discuss the overall civilian and technology relationship between the two countries in the policy framework of this Agreement, including an assessment of the factors listed in paragraph 1 above ;

B. Review and discuss the overall progress of the cooperative activities under this Agreement and preparing recommendations, as necessary, for the consideration of the Joint High Level Committee to strengthen the activities ; F

- C. Prepare a necessary policy recommendation on matter of importance to the overall economic and technology relationship between the two countries for submission to the Joint High Level Committee for consideration;
- D. Prepare and submit to the Joint High Level Committee for consideration step by step plan for the next year including area of cooperation under paragraph 1 of Article 1;
- E. Prepare an annual report for the consideration of the Joint High Level Committee incorporating the result of the functions enumerated above;
- F. Inform the Joint High Level Committee of the status of other bilateral economic and technology arrangements relating to the policy framework of the Agreement;
- G. Deal with technical and management issues related to the cooperative activities under the Agreement except that large-scale project and major research and development activities with separate management mechanisms will not fall under the technical and management review of the Joint Working Level Committee;
- H. Establish a necessary task force to identify and monitor certain areas of cooperation to a department major over the period or over the supported research and development programs and to obtain annual statistical data on Japanese researchers' participation in the U.S. research and development system and U.S. researchers' participation in the Japanese research and development system; and
- I. Establish a task force to develop recommendation on improvement of scientific and technical format and to serve as a forum where scientific and technical format or organization may raise and resolve issues relating to open access to the result of scientific and technological research.

3. The functions of the Joint High Level Advisory Panel will include:

- A. Identify issues of importance to the overall economic and technology relationship between the two countries and make appropriate recommendation to the Joint High Level Committee;
- B. Review major advances in research and development in the two countries and recommend to the Joint High Level Committee priority areas for bilateral collaboration under either private or government auspices;
- C. Review mechanisms of economic and technology cooperation for the effective execution of the overall economic and technology relationship and make appropriate recommendation to the Joint High Level Committee; and
- D. Identify and recommend approaches to enhance comparable access to research and training opportunities facilitate exchange of data and results to cooperation each at its research and development system, institution and policy.

ANNEX IV

PROTECTION AND DISTRIBUTION OF INTELLECTUAL

PROPERTY RIGHTS AND OTHER RIGHTS OF A PROPRIETARY

NATURE

1. Business Confidential Information

A. For the purpose of this Agreement "business confidential information" means any know-how, technical data or technical commercial or financial information that meets all of the following conditions:

- () It is of a type customarily held confidential for commercial reasons;
- () It is not generally known or publicly available from other sources;
- () It has not been previously made available by the owner to others without an obligation of confidentiality; and

(iv) It is the duty of the assignor of the copyright with the big title to secure its confidentiality.

B. A business confidentiality matter will be fulfilled, where created in the course of the cooperative activities under this Agreement, to safeguard by mutual written agreement of the parties to the cooperative activity concerned with the assignment of the work done by the respective parties.

C. A business confidentiality matter will be properly identified before it is fulfilled in the course of the cooperative activities under this Agreement, unless the wise provided in the implementation of the game, immediately upon being created. Especially if identified such matter will be the party which fulfils its respective obligations to be protected. Identified matter will be assumed that if matter to be protected except that the party to the cooperative activity may identify the party in writing, with the respective period of time for fulfilment of such matter that such matter is business confidentiality matter under the work done by the parties to its duty. Such matter will therefore be protected in accordance with subparagraph B above.

2. Ownership of Intellectual Property Rights

Between each Party to this Agreement, the ownership of intellectual property rights will be determined in accordance with its respective laws, regulations and practices.

3. Inventions

A. For the purpose of this Agreement, the "Invention" means any invention made in the course of the cooperative activities under this Agreement which is may be patentable the wise protect by the United States of America, Japan or any third country.

B. As to Invention, the parties to the cooperative activity concerned with the proper steps, in accordance with the respective laws, regulations and practices of the respective countries, with view to realizing the following:

(i) If Invention is made solely of cooperative activity under this Agreement then involves by the respective exchange of matter between the parties, such as by joint meetings, seminars, the exchange of technical reports, papers, unless the wise provided in proper implementation of the game:

() the party who separately make the Invention (hereafter referred to as the "Inventor Party") the person who make the Invention (hereafter referred to as the "Inventor") have the right to but in rights determine the Invention in accordance with, and

(b) in any country where the Inventor Party the Inventor decides that but in such rights determine, the party has the right to do so.

(ii) If the Invention is made by Inventor of Party (the "Assignor Party") while assigned to the party (the "Receiving Party") in the course of the cooperative activity then involves by the visit exchange of scientists, delegates, and:

() in the case where the Receiving Party is expected to make major substantial contribution to the progress of the cooperative activity:

i. the Receiving Party has the right to but in rights determine the Invention in accordance with, and

ii. in any country where the Receiving Party decides that but in such rights determine, the Assignor Party the Inventor has the right to do so;

(b) in the case where the party is subparagraph () above is satisfied:

i. the Receiving Party has the right to but in rights determine the Invention in its own country and third countries,

ii. the Assignor Party the Inventor has the right to but in rights determine the Invention in its own country, and

iii. in any co n y e e e Receiving Pa y decides no o ob ain s c ig s and in e es s, e Assigning Pa y o e Inven o as e ig o do so.

(iii) Specific a angemen s involving o e fo ms of e coope a ive ac ivi ies, s c as oin esea c p o ec s an ag eed esea c k scope, ll p ovide fo e mu ally ag eed pon disposi ion, on an eq i able basis, of ig s o e Inven ion made as a es l of s c ac ivi ies.

(iv) T e Inven ing Pa y ll disclose p omp ly e Inven ion o e o e pa y and f nis any doc men a ion o info ma ion necessa y o enable e o e pa y o es ablis ig s o ic i may be en i led. T e Inven ing Pa y may ask e o e pa y in i ing o delay p blica ion o p blic disclos e of s c doc men a ion o info ma ion fo e p pose of p o ec ing i s ig s o e ig s of e Inven o ela ed o e Inven ion. Unless o e se ag eed in i ing, s c es ic ions ll no exceed a pe iod of six mon s f om e da e of communica ion of s c doc men a ion o info ma ion.

4. Copy ig s

Disposi ion of ig s o copy ig -p o ec ed ks c ea ed in e co se of e coope a ive ac ivi ies nde is Ag eemen ll be de e mined in e elevan implemen ing a angemen s. T e pa ies o e Coope a ive ac ivi ies conce ned ll ake app op ia e s eps o sec e copy ig o ks c ea ed in e co se of e coope a ive ac ivi ies nde is Ag eemen in acco dance e na ional la and eg la ions of e espec ive co n ies.

5. Rig s o Semicond c o C ip Layo Designs

Disposi ion of ig s o semicond c o c ip layo designs c ea ed in e co se of e coope a ive ac ivi ies nde is Ag eemen ll be de e mined in e elevan implemen ing a angemen s. T e pa ies o e coope a ive ac ivi ies conce ned ll ake app op ia e s eps o sec e ig s o semicond c o c ip layo designs c ea ed in e co se of e coope a ive ac ivi ies nde is Ag eemen in acco dance e na ional la and eg la ions of e espec ive co n ies.

6. O e Fo ms of In ellec al P ope y w s

Fo ose o e fo ms of in ellec al p ope y c ea ed in e co se of e coope a ive ac ivi ies nde is Ag eemen ic a e p o ec ed nde e la of ei e co n y, disposi ion of ig s ll be de e mined on an eq i able basis, in acco dance e la and eg la ions of e espec ive co n ies.

7. Coope a ion i s

Eac pa y o e coope a ive ac ivi y conce ned ll ake all necessa y and app op ia e s eps, in acco dance e la and eg la ions of i s co n y, o p ovide fo e coope a ion of i s a o s and inven o s ic a e eq i ed o ca y o e p ovisions of is Annex. Eac pa y o e coope a ive ac ivi y conce ned ass mes i e sole esponsibili y fo any a d o compensa ion a may be de i s pe sonnel in acco dance e la and eg la ions of i s co n y, p ovided, o ve, a is Annex c ea es no en i lemen o any s c a d o compensa ion.

DONE a To on o, is n ie day of J ne, 1988, in d plica e in e Englis and Japanese lang ages, bo ex s being eq ally a en ic.

FOR THE GOVERNMENT OF THE

UNITED STATES OF AMERICA

[signa e -- Ronald Reagan]

FOR THE GOVERNMENT OF JAPAN

[signa e -- Nobo Takes i a]

PROTOCOL EXTENDING AND AMENDING THE AGREEMENT j

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF JAPAN

COOPERATION IN RESEARCH AND DEVELOPMENT

IN SCIENCE AND TECHNOLOGY

The Government of the United States of America and the Government of Japan;

Desiring to extend and amend the Agreement between the Government of the United States of America and the Government of Japan on Cooperation in Research and Development in Science and Technology, signed at Toronto on June 20, 1988, and extended by the Protocols done at Washington on June 16, 1993, on June 16, 1998, on March 19, 1999 and on May 19, 1999 (hereinafter referred to as "the Agreement"),

Acting pursuant to paragraph 2 of Article IX of the Agreement,

Have agreed as follows:

Article I

The Agreement, as amended by the provisions of Articles II to XI of this Protocol, shall be extended for a period of five years from July 20, 1999.

Article II

The existing text of the preamble of the Agreement shall be amended by inserting the following paragraph after "Believing that the future prosperity and well-being of mankind depend upon the world's ability to generate new scientific knowledge and translate new discoveries into operational and applied technologies;" :

"Recognizing that science and technology play more important roles in social and economic issues, including industrial and commercial issues, in this era of rapid innovation;"

Article III

Paragraph 1 of ARTICLE I of the Agreement shall be amended by deleting "the Science Advisor to the President" and substituting in lieu thereof "the Assistant to the President for Science and Technology or his designee".

Article I

Paragraph 2 of ARTICLE I of the Agreement shall be amended by deleting "annual" and substituting in lieu thereof "a regular".

Article

Paragraph 3 of ARTICLE I of the Agreement shall be amended by deleting "an annual" and "next year" and substituting in lieu thereof "a" and "following year" respectively.

Article I

Paragraph 4 of ARTICLE I of the Agreement shall be amended by deleting "annual".

Article II

Paragraph 6 of ARTICLE I of the Agreement shall be amended by deleting "at least" and substituting in lieu thereof "in principal."

Article III of

Paragraph 9 ICLE V the greement shall be amended by deleting "an ann al" and s bstit ting in lie there a regular.

rti le IX

Subparagraph D paragraph 2 NNEX III the greement shall be amended by inserting r the ll wing years a ter the next year.

rti le X

Subparagraph E paragraph 2 NNEX III the greement shall be amended by deleting "an annual" and substituting in lieu there "a".

rti le XI

Subparagraph B.(ii) paragraph 3 NNEX IV the greement shall be deleted and repla ed by a new subparagraph B.(ii) paragraph 3 NNEX IV the greement as ll ws:

"(ii)(a) I the Inventi n is made by an Invent r a party ("the ssigning Party") while assigned t an ther party ("the e eiving Party") in the urse pr grams a perative a tivity that inv lve nly the visit r ex hange s ientists and engineers, the Invent r the ssigning Party shall re eive the rights t the said Inventi n and any available bene its there r m in luding awards, b nuses r r yalties, in a rdan e with terms and nditi ns a standard arrangement between the e eiving Party and the Invent r ex ept i therwise pr vided in an ther arrangement between them.

(b) Up n request the ssigning Party, the e eiving Party will pr mptly pr vide t the ssigning Party in rmati n n the terms and nditi ns a standard arrangement the e eiving Party."

rti le XII

Subparagraph B.(iii) paragraph 3 NNEX IV the greement shall be deleted and repla ed by a new subparagraph B.(iii) paragraph 3 NNEX IV the greement as ll ws:

"(iii) (a) ights t an Inventi n made as a result j int resear h and all ati n bene its derived there r m shall be agreed between the parties pri r t the mmen ement the j int resear h and shall be ntained in the arrangements setting rth the terms and nditi ns the j int resear h. hese rights shall be all ated taking int a unt the relative ntributi ns the parties t the reati n the Inventi n, the bene its li ensing by territ ry r r r ields use, requirements imp sed by the parties' d mesti laws and ther a t rs deemed appr priate.

(b) I the parties ann t rea h an agreement n rights t the Inventi n and all ati n bene its derived there r m within nine months r m the time they started neg tiati n, the matter may be re erred t the J int Working Level C mmittee(JWLC). I the JWLC d es n t make re mmendati ns, r the parties d n t a ept the re mmendati ns, the j int resear h will n t be initiated."

rti le XIII

Paragraph 4 NNEX IV the greement shall be deleted and repla ed by a new paragraph 4 NNEX IV the greement as ll ws:

"4. C pyrights

. Dispositi n rights t pyrighted works reated in the urse the perative a tivities under this greement will be determined in the relevant implementing arrangements.

B. Ea h party t the perative a tivities under this greement will use its best e rts t btain r the ther party a n n-ex lusive, irrev able, r yalty- ree li ense in all untries where pyright pr te ti n is available, t translate, repr du e, and publi ly distribute s ienti i and te hni al j urnal arti les, rep rts and b ks n t ntaining any pr prietary in rmati n, reated in the urse su h perative a tivities. ll publi ly distributed c pies a pyrighted work prepared under the perative a tivities under this greement will indi ate the

name of the author of the ⁱ unless the author explicitly declines to be named. When scientific and technical journal articles, reports and books not containing any proprietary information, created in the course of scientific cooperative activities are translated and publicly distributed, the parties concerned shall be given the opportunity to review the translation prior to its public distribution."

Article XV

Paragraph 6 of ANNEX V of the Agreement shall be deleted and replaced by a new paragraph 6 of ANNEX V of the Agreement as follows:

"6. Other Forms of Intellectual Property

A. In the event that other forms of intellectual property are created in the course of cooperative activities under this Agreement and they are not protected by the laws of one Party's country, disposition of rights in that intellectual property shall be determined, on an equitable basis, as described in subparagraph B below and in accordance with the laws and regulations of the respective countries.

B. The parties to the cooperative activities shall, at the request of either party, promptly consult each other on the disposition of rights in the intellectual property referred to in subparagraph A above. The cooperative activity in question shall be suspended during the consultation unless otherwise agreed by the parties. If no agreement on the disposition of said rights can be reached within a three-month period from the date of the request for consultation, the cooperative activity in question may be terminated by either party with notice to the other party. In this case, each party shall also notify its respective authority of such termination. The matter may be referred to the Joint Working Level Committee."

Article XV

This Protocol shall enter into force on July 20, 1999.

DONE at Washington, this sixteenth day of July, 1999, in duplicate, in the English and Japanese languages, each text being equally authentic.

FOR THE GOVERNMENT OF

THE UNITED STATES OF AMERICA:

[signature]

Melinda L. Kimble

FOR THE GOVERNMENT OF JAPAN:

[signature]

Kunio Saito

AGREED MINUTES

In connection with the Protocol extending and amending the Agreement between the Government of the United States of America and the Government of Japan on Cooperation in Research and Development in Science and Technology, signed today (hereinafter referred to as the "Protocol"), the undersigned hereby recorded the following understandings:

Unless otherwise agreed between the parties, ANNEX V of the Agreement between the Government of the United States of America and the Government of Japan on Cooperation in Research and Development in Science and Technology (hereinafter referred to as the "Agreement"), as amended by the Protocol shall only apply to the cooperative activities which commence after the Agreement is amended by the Protocol.

FOR THE GOVERNMENT OF

THE UNITED STATES OF AMERICA: I

[signature]

ME

inda L. Kimb

FOR THE GOVERNMENT OF JAPAN:

[signature]

Kunihiko Saito

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