

**AGREEMENT BETWEEN THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF THE  
ORIENTAL REPUBLIC OF URUGUAY  
ON SCIENCE AND TECHNOLOGY COOPERATION**

The Government of the United States of America and the Government of the Oriental Republic of Uruguay (hereinafter referred to as the "Parties"),

Realizing that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology of both countries, as well as of mankind;

Sharing responsibilities for contributing to the world's future prosperity and well being;

Desiring to make further efforts to strengthen their respective national research and development policies in science and technology;

Considering that scientific and technical cooperation is an important condition for the development of national economies and a basis for expanded trade;

Intending to strengthen their economic cooperation through specific and advanced technology applications;

Recognizing the importance of continued collaboration in research and conservation of biological resources, as well as the significant mutual benefits that can result from such research; and

Wishing to establish dynamic and effective international cooperation between scientific organizations and individual scientists in the two countries;

Have agreed as follows:

#### **ARTICLE I**

1. The purposes of the Agreement Between the Government of the United States of America and the Government of the Oriental Republic of Uruguay on Science and Technology Cooperation ("Agreement") are to strengthen the 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. Cooperation shall facilitate opportunities to exchange ideas, information, skills, and techniques, as well as to promote scientific and technological endeavors of mutual interest.

#### **ARTICLE II**

1. The Parties shall encourage cooperation on scientific and technological endeavors of mutual interest through activities that may include exchanges of scientific and technical information; exchanges of scientists and technical experts; the convening of joint seminars and meetings; training of scientists and technical experts; the conduct of joint research projects; educational exchanges related to science and technology; establishment of science-based public-private partnerships; and other forms of scientific and technological cooperation as the Parties may mutually agree.

2. Cooperation under the Agreement shall be based on shared responsibilities and equitable contributions and benefits, commensurate with the Parties' respective scientific and technological strengths and resources.

3. Priority will be given to activities of collaboration that can advance common goals in science and technology; support partnerships between

public and private research institutions and industry that may involve the full spectrum of science and technology issues, such as promotion of science-based decision-making, computer science, biotechnology, biomedical research, biology, chemistry, pharmaceutical research, agricultural sciences, atmospheric research, earth sciences, physics, and engineering for sustainable development.

### **ARTICLE III**

1. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation between government agencies, universities, research centers, institutions, and private sector companies.

2. The government agencies and designated entities of the Parties may conclude under the Agreement implementing agreements or arrangements, as appropriate, regarding cooperation in specific areas of science and technology. These implementing agreements or arrangements shall cover topics of cooperation, procedures for transfer and use of materials, equipment and funds, and other relevant issues.

3. The Agreement is without prejudice to other science and technology agreements and arrangements between the United States and the Oriental Republic of Uruguay.

### **ARTICLE IV**

Cooperative activities under the Agreement shall be conducted in accordance with the applicable laws, regulations, and procedures in both countries and shall be subject to the availability of funds and personnel. This Agreement does not constitute any obligation of funds by either Party.

## **ARTICLE V**

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

## **ARTICLE VI**

1. 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 in science and technology.

2. The Executive Agent for the United States shall be the Department of State; and, for Uruguay, the Ministry of Foreign Affairs. The Executive Agent shall conduct administrative affairs and, as appropriate, provide oversight, guidance and coordination of activities under the Agreement.

3. Each Party shall further designate a Point of Contact for notification and approval for marine and research vessel clearances and expeditiously act upon such requests recognizing that such activities substantially advance scientific knowledge.

## **ARTICLE VII**

1. Scientific and technological information of a non-proprietary nature resulting from cooperative activities under the Agreement, other than information that is not disclosed for commercial or industrial reasons, may be made available, unless otherwise agreed, to the world scientific community through customary channels and in accordance with domestic laws of each Party and normal procedures of the participating agencies and entities. Information exchange by one Party to the other Party under this

agreement 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 shared for any particular use or application by the receiving Party or by any third Party.

2. Intellectual property created or furnished in the course of all cooperative activities under the Agreement shall be treated in accordance with the provisions of Annex I, which is an integral part of the Agreement.

3. The treatment of security arrangements for sensitive information or equipment and unclassified export-controlled information or equipment transferred under the Agreement is provided in Annex II, which shall apply to all activities conducted under the auspices of the Agreement unless agreed otherwise by the Parties or their designees in writing.

## ARTICLE VIII

1. Each Party shall facilitate, in accordance with its laws and regulations, entry into and exit from its territory of appropriate personnel and equipment, and materials of the other Party, engaged in or used in cooperative projects and programs under the Agreement.

1bis. Each Party, where appropriate and to the extent permitted by its laws and regulations, shall work toward providing duty free entry for materials and equipment provided pursuant to science and technology cooperation under this Agreement.

2. Each Party shall facilitate, as appropriate and in accordance with its laws and regulations, prompt and efficient access of persons of the other Party, participating in cooperative activities under this Agreement, to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists and researchers as needed to carry out those activities.

3. The collection, conservation, and exchange of biological resources and the associated knowledge should be subject to the negotiations of implementing agreements or arrangements as foreseen in Article III.2. These negotiations should take into account the benefits of intended use of the genetic resources and may include, for example, the exchange of research information, the establishment of joint research teams to develop biological material, access to or transfers of technology, capacity building, or monetary payments.

a. U.S.-based entities engaged in non-commercial joint research programs under this Agreement shall be encouraged to register any biological collections in accordance with the Uruguayan legal procedures.

b. The new varieties of plants developed in Uruguay in the course of the cooperative activities under the Agreement shall be protected in accordance with the Uruguayan law and any relevant international obligations.

#### **ARTICLE IX**

1. This Agreement shall enter into force on the date on which the Parties have notified each other in writing that they have satisfied their internal legal requirements, and shall remain in force for five years. This Agreement shall be extended for successive five-year periods, unless one of the Parties gives written notice twelve months before this Agreement's expiration that the Party does not wish to extend this Agreement.

2. This Agreement may be amended by mutual agreement and written consent of the Parties.

3. This Agreement may be terminated at the request of either Party upon twelve (12) months written notice to the other Party.

4. Termination of the Agreement shall not affect the implementation of any cooperative activity carried out under the Agreement and not completed upon termination of the Agreement. Termination of the Agreement shall not affect any specific right or obligation created under Annex I or II.

5. In the event that disputes arise between the Parties with regard to the interpretation of the provisions of the Agreement, the Parties shall resolve them by mutual agreement.

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

DONE at Washington, D.C., this 29<sup>th</sup> day of April, 2008, in duplicate, in the English and Spanish languages, each text being equally authentic.



FOR THE GOVERNMENT  
OF THE UNITED STATES  
OF AMERICA



FOR THE GOVERNMENT  
OF THE ORIENTAL  
REPUBLIC OF URUGUAY

**ANNEX I**  
**INTELLECTUAL PROPERTY**

Pursuant to Article VII(2) of this Agreement:

**I. GENERAL OBLIGATION**

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

The Parties recognize that the treatment of intellectual property created or furnished in the course of cooperative activities under the Agreement contributes to the balance of rights and obligations that promotes the development, transfer and dissemination of technological innovation for the benefit of the people of both Parties and their social and economic well-being.

**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 have the meaning contained in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967, and may include other subject matters as agreed by the Parties.

C. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. If necessary, each Party shall carry out this obligation through contracts or

other legal means with its own participants. 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 requests not to be named.

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 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, royalties or other compensation, in accordance with the policies of the host institution.

2. a. Intellectual property resulting from cooperative activities conducted by persons employed or sponsored by one Party, other than those covered by paragraph III.(B)(1), shall be owned by that Party. Ownership of intellectual property created by persons employed or sponsored by both Parties in cooperative activities shall be shared by the Parties. Each creator shall be entitled to awards, bonuses, benefits, royalties or other compensation in accordance with the policies of the institutions employing or sponsoring that person.

b. Unless otherwise agreed in an implementing or other 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. Notwithstanding paragraphs III.B(2)(a) and (b) above, if either Party believes 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 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 the 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**

A. 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.

B. Information may be identified as "business-confidential" if it:

1. is confidential, in the sense that as a whole or in the specific configuration and combination of its components is not generally known or readily accessible to persons within the pe circles where this tyof information is normally used or not otherwise made public;
2. may have a commercial value to the person in possession of such information in that it may provide a competitive advantage over those who do not have it ; and

3. has been subject to reasonable measures by the originating Party and its participants, to prevent the information from being made available without imposing in a timely manner an obligation to keep it confidential.

## **ANNEX II**

### **SECURITY OBLIGATIONS**

#### **I. PROTECTION OF SENSITIVE TECHNOLOGY**

Both Parties agree that no information or equipment requiring protection in the interest of national security, defense or foreign relations and classified in accordance with its applicable national laws, regulations or directives shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified by a Party in the course of cooperative activities pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials of the other Party. The Parties shall consult to identify and implement appropriate security measures for such information and equipment, to be agreed upon by the Parties in writing. The Parties shall, if appropriate, amend this Annex to incorporate such security measures.

#### **II. TECHNOLOGY TRANSFER**

The transfer of unclassified information or equipment between the Parties shall be in accordance with the relevant laws and regulations of the transferring Party, including the export control laws of the transferring Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment, and any information or equipment derived from such information or equipment, shall be incorporated into the contracts or implementing arrangements. Parties shall identify export-controlled information and equipment as well as any restrictions on further use or transfer of such information or equipment.