

SCIENTIFIC AND TECHNICAL COOPERATION

**Agreement Between the
UNITED STATES OF AMERICA
and GEORGIA**

Signed at Tbilisi August 6, 2009

Entered into force November 5, 2009



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF GEORGIA
ON
SCIENCE AND TECHNOLOGY COOPERATION

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

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

Sharing responsibilities for contributing to the world's future prosperity and well-being, and desiring to make further efforts to strengthen their respective national research and development policies;

Convinced that cooperation in the field of science, engineering, and technology is an important contribution and benefit to the world's environment and to the development of the economy of each country; and

Resolving to undertake new and energetic efforts to develop and expand this cooperation;

Have agreed as follows:

ARTICLE I

1. The purposes of the present Agreement between the Government of the United States of America and the Government of Georgia on Science and Technology Cooperation (“Agreement”) are to strengthen 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. The principal objectives of this cooperation are to provide opportunities to exchange ideas, information, skills, and technologies for peaceful purposes, and to collaborate on scientific and technological endeavors of mutual interest.

ARTICLE II

1. The Parties shall encourage cooperation in scientific and technological areas of mutual interest through exchanges of ideas, information, skills, and technologies; exchanges of scientists, engineers, and technical experts; the convening of joint seminars, scientific conferences, and meetings; training and enhancing the skills of scientists, engineers, and technical experts; the conduct of joint research projects and studies; and the establishment of science-based public-private partnerships and other forms of scientific, engineering, and technological cooperation in the basic and applied sciences as may be mutually agreed upon.
2. Cooperation under this Agreement shall be based on shared responsibilities and equitable contributions and benefits, commensurate with the two countries’ respective scientific and technological strengths and resources.
3. Priority will be given to collaborations that can advance common goals in science, engineering, and technology and that can support partnerships between public and private research institutions and industry. Areas of potential scientific cooperation include energy, including energy efficiency, renewable energy, and new technologies; environmental protection; earthquake sensing and readiness; water resources; infectious diseases; other mutual priorities in health and biomedical research, information, and communication technologies; and other science, technology, and engineering fields as may be mutually agreed.
4. This Agreement does not preclude or preempt other forms of cooperation between the Parties under separate arrangements.

ARTICLE III

1. Government agencies of the Parties may conclude under this Agreement implementing agreements or arrangements, as appropriate, in specific areas of science, engineering, and technology. These implementing agreements or arrangements shall cover, as appropriate, topics of cooperation, procedures for personnel exchanges or program participants, procedures for transfer and use of materials, equipment and funds, and other relevant issues.
2. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation between government agencies, universities, research centers, institutes, private sector companies, and other entities of both countries. The Parties may designate other entities, including universities, research centers, institutions, and private sector companies to carry out activities under this Agreement.
3. In case of any inconsistent or ambiguous provisions in an implementing agreement or arrangement, the provisions of this Agreement shall prevail, unless the Parties otherwise agree in writing.

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

1. Each Party shall designate an Executive Agent to conduct administrative affairs and, as appropriate, to provide oversight and coordination of activities under this Agreement. The

Executive Agent for the United States shall be the Department of State; and for Georgia, the Ministry of Foreign Affairs.

2. The Executive Agents of the Parties shall discuss and review periodically the implementation of this Agreement, matters of importance in the field of science and technology, and policy issues related to the overall science and technology relationship between the Parties.

ARTICLE VII

1. Scientific, engineering, and technological information of a nonproprietary nature resulting from cooperation under this Agreement, other than information which is not disclosed for national security, legal, commercial, or industrial reasons, shall be made available, unless otherwise agreed, to the world scientific community through customary channels and in accordance with applicable laws of the Parties and normal procedures of the participating agencies and entities. No warranty of suitability of information exchanged under this Agreement is implied or given.

2. The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement is provided for in Annex I, which shall form an integral part of this Agreement, and shall apply to all activities conducted under the auspices of this Agreement unless agreed otherwise by the Parties or their designees in writing.

3. Security obligations for sensitive information or equipment and unclassified export-controlled information or equipment transferred under the Agreement are provided for in Annex II, which shall form an integral part of this Agreement, and 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, as appropriate and in accordance with its laws and regulations, entry into and exit from its territory of appropriate personnel and equipment of the other Party, as well as other materials, data, and specimens used or engaged as part of projects and programs 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. Each Party shall facilitate and encourage, as appropriate and in accordance with its laws and regulations, the exchange of material and equipment considered necessary to carry out science and technology cooperation provided for under this Agreement.

4. Each Party shall work toward duty free entry for necessary materials and equipment of the other Party provided pursuant to this Agreement for use in joint activities.

5. Commodities acquired, including by the Government of the United States, its contractors, grantees (and subcontractors or sub-grantees) or by foreign governments, that were financed with United States assistance provided under this Agreement shall be exempt from taxation, including value-added taxes (VAT) and customs duties, imposed by the Government of Georgia. If any such taxation is imposed, the Government of Georgia shall provide reimbursement within four (4) months from the date of assessment to the Government of the United States or its agents (including contractors, grantees, subcontractors, or sub-grantees). Commodities include any material, article, supply, goods, or equipment.

ARTICLE IX

In the event that differences arise between the Parties with regard to the interpretation or application of the provisions of this Agreement, the Parties shall resolve them by means of negotiations and consultations.

ARTICLE X

This Agreement is without prejudice to rights and obligations under existing science and technology agreements and other arrangements in force between the Parties and their science and technology agencies.

ARTICLE XI

1. This Agreement shall enter into force on the date of the last notification by which the Parties have notified each other in writing that they have satisfied their domestic legal requirements for entry into force. It shall remain in force for a period of ten (10) years and may be amended, or extended for further ten-year periods, by written agreement of the Parties.

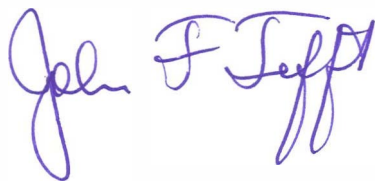
2. This Agreement may be terminated at any time by either Party upon three (3) months written notice to the other Party.

3. Unless otherwise agreed in writing by the Parties, termination of this Agreement shall not affect the implementation of any cooperative activity carried out under this Agreement and not completed upon termination of this Agreement. Notwithstanding the termination of this Agreement, the obligations set forth in Annexes I and II shall continue to apply, unless otherwise agreed in writing by the Parties.

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

DONE at Tbilisi, in duplicate, this 6 day of August, 2009, in the English and Georgian languages, each text being equally authentic.

FOR THE GOVERNMENT
OF THE UNITED STATES OF AMERICA

A handwritten signature in blue ink, appearing to read "John F. Jeff".

FOR THE GOVERNMENT
OF GEORGIA

A handwritten signature in blue ink, consisting of a large, stylized circular flourish followed by a horizontal line.

ANNEX I INTELLECTUAL PROPERTY

Pursuant to Article VII 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 agreements and arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

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 mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967, and may include other subject matter as agreed by the Parties.
- C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation of rights 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 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 declines 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 rights, awards, bonuses and royalties in accordance with the policies of the host institution.
 - (2)
 - (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by paragraph III.(B)(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.
 - (b) Unless otherwise agreed in an implementing agreement 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

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. 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, and 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

I. Protection of Sensitive Technology

Unless otherwise agreed in relevant implementing agreements or arrangements, both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations of either Party, and classified in accordance with applicable national laws and regulations, shall be provided under this Agreement. In the event that information or equipment, which is known or believed to require such protection is identified in the course of cooperative activities pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information and equipment and shall, if appropriate, amend this Agreement to incorporate such measures.

II. Transfer of Information and Equipment

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each 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.