

## SCIENTIFIC AND TECHNICAL COOPERATION

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

Signed at Manila July 16, 2019

Entered into force June 3, 2020



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 THE REPUBLIC OF THE PHILIPPINES  
ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION**

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

Noting the mutual desire to strengthen the traditional ties of friendship existing between the two countries;

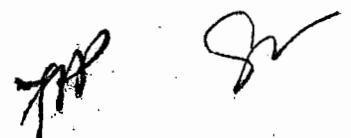
Recognizing the advantages to be derived by their respective peoples in promoting and developing scientific and technological cooperation within the limits of their capacities; and

Sharing the common desire to further strengthen scientific and technological cooperation,

Have agreed as follows:

**Article I**

1. The purposes of this Agreement are to strengthen scientific, technological, and institutional capabilities of the Parties, to broaden and expand relations between the scientific and technological communities in both countries, and to promote scientific and technological cooperation in areas of mutual benefit.
2. The principal objectives of this cooperation are to provide opportunities to exchange ideas, information, skills, and techniques and to collaborate on scientific and technological endeavors of mutual interest, including but not limited to:
  - a. Information and communication technologies;
  - b. Research and education exchanges;
  - c. Science-based decision making;
  - d. Environmental and biodiversity protection;
  - e. Natural and physical sciences;
  - f. Agriculture, biotechnology, food, and nutrition;
  - g. Marine sciences;
  - h. Health sciences, and allied health services including biomedical, behavioral and social science research;
  - i. Public health and public health emergencies of international concern;
  - j. Prevention and control of non-communicable and communicable/infectious diseases;
  - k. Human resources for health;
  - l. Emergency medical services;



- m. Climate change, including support for disaster risk reduction, adaptation, and mitigation measures;
- n. Meteorology and severe weather forecasting, including typhoons;
- o. Energy, including renewable energy and energy efficiency;
- p. Nuclear science including nuclear safety;
- q. Biological sciences, including improving capacity building to strengthen biological laboratory safety and pathogen security;
- r. Bioinformatics, genomics, and molecular technologies;
- s. Water resource management;
- t. Science, technology, engineering, and math research and education;
- u. Space technology;
- v. Other such forms of scientific and technological cooperation as may be mutually agreed upon.

## **Article II**

1. The Parties shall encourage cooperation through appropriate means including: exchanges of scientific and technical information; exchanges, training and education of scientists and technical experts; the convening of joint seminars and meetings; the conduct of joint research projects; access to scientific and technical facilities; and other such forms of scientific and technological cooperation 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 Parties' respective scientific and technological strengths and resources.

## **Article III**

Each Party shall designate a point of contact for the notification and approval of requests for authorization for access to the waters and terrestrial airspace under national jurisdiction for the purpose of scientific research within the context of agreed upon cooperative activities and in accordance with each Party's relevant laws, rules and regulations, and shall treat those requests with diligence, taking into account the significance of these activities to the advancement of scientific knowledge.

## **Article IV**

1. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation between government agencies, universities, research centers, institutions, private firms and other entities of the two countries.

*[Handwritten signatures]*

2. Government agencies and designated entities of the two Parties may conclude under this Agreement implementing arrangements in specific areas of science and technology. These implementing arrangements shall cover, as appropriate, topics of cooperation, procedures for transfer and use of equipment and funds, and other relevant issues. Unless the Parties or their designees agree otherwise, the terms of this Agreement shall apply to any implementing arrangements or agreements.

#### **Article V**

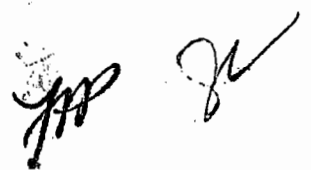
1. Cooperative activities under this Agreement shall be conducted in accordance with the applicable laws, regulations and procedures in both countries and shall be subject to the availability of funds and personnel.
2. Priority shall be given to collaboration that can advance common goals in science and technology, as well as supporting partnerships between public and private research institutions and industry.

#### **Article VI**

Scientists, 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 otherwise agreed, in projects and programs being carried out under this Agreement.

#### **Article VII**

1. The Parties shall establish a Joint Committee composed of representatives designated by the Parties for coordinating and facilitating cooperative activities under this Agreement. The Committee shall conduct a joint review of activities, joint research projects, matters of importance in the fields of science and technology research, and policies related to the overall scientific and technological research relationship between the Parties under this agreement periodically in meetings that shall take place alternately in the United States and in the Republic of the Philippines.
2. In the intervals between the sessions of the Committee, representatives of the two Parties shall meet, as necessary, to discuss and further the implementation of this Agreement and to exchange information on the progress of programs, projects and activities of common interest.



## Article VIII

1. Scientific and technological information of a non-proprietary nature resulting from cooperation under this Agreement (other than information which is not disclosed for commercial or industrial reasons) shall be made available, unless otherwise agreed, to the world scientific community through customary channels and in accordance with normal procedures of the participating agencies and entities.
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 this Agreement, unless agreed otherwise by the Parties or their designees in writing.

## Article IX

1. Each Party shall facilitate entry into and exit from its territory of appropriate personnel and equipment of the other Party, engaged in or used in projects and programs under this Agreement subject to each party's applicable law, policies and regulations.
2. Each Party shall facilitate 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, subject to its applicable laws, policies, and regulations, use its best efforts to provide duty free entry for materials and equipment provided pursuant to science and technology cooperation undertaken pursuant to this Agreement. The Parties, however, are not prevented from claiming tax exemptions provided for under other applicable laws, treaties, and/or international agreements.
4. The Parties do not foresee the provision of foreign assistance under this Agreement. If they decide otherwise with respect to a particular activity, the relevant implementing arrangement shall be consistent with the requirements of the laws of the respective countries that regulate activities related to foreign assistance.

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## Article X

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, through diplomatic channels.

## Article XI

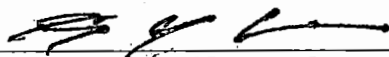
1. This agreement shall enter into force on the date of the later written notification by the Parties through diplomatic channels, indicating compliance with their respective domestic procedures for entry into force of the agreement. This agreement shall remain in force for ten (10) years and may be 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 six (6) months' written notice to the other Party.
3. Unless otherwise agreed 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.
4. This Agreement may be amended at any time by mutual written agreement of the Parties. Such amendments shall enter into force in accordance with the procedure described in paragraph 1 of this Article.

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

Done at Manila in duplicate, this 16<sup>th</sup> day of July, 2019, in the English language.

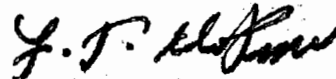
FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE  
REPUBLIC OF THE PHILIPPINES



SUNG Y. KIM

U.S. Ambassador to the Republic of the  
Philippines



FORTUNATO T. DE LA PEÑA

Secretary  
Department of Science and Technology

## **ANNEX I**

### **INTELLECTUAL PROPERTY RIGHTS**

#### **I. General Obligation**

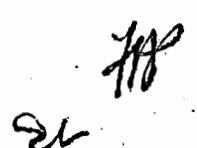
The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

#### **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 in writing.
- 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 between a Party and its participants, 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 worldwide, non-exclusive, irrevocable, royalty-free license to translate, reproduce, and publicly distribute monographs, 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 Agreement shall indicate the names of the authors of the work unless an author explicitly declines to be named.

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B. Rights to all forms of intellectual property, other than those rights described in paragraph III.A above, shall be allocated as follows:

- (1) Prior to participation in cooperative activities under this Agreement by a visiting researcher, the host Party or its designee and the Party or its designee employing or sponsoring the visiting researcher may discuss and determine the allocation of rights to any intellectual property created by the visiting researcher. Absent such a determination, visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution. For purposes of this Agreement, a visiting researcher is a researcher visiting an institution of the other Party (host institution) and engaged in work planned solely by the host institution.
- (2)(a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities, in relation to the engagement for which they were employed or sponsored, 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, in relation to the engagement for which they were employed or sponsored, 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 creator.
- (b) Unless otherwise agreed in an implementing agreement or other arrangement, each Party shall have within its territory a right to exploit and allow others to exploit intellectual property created in the course of the cooperative activities without the Party being required to seek the consent of the other Party and without any obligation to share with the other Party any part of the royalties, proceeds, or pecuniary benefits arising from such exploitation.<sup>1</sup>
- (c) The rights of a Party outside its territory shall be determined by mutual agreement considering, for example, 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).

<sup>1</sup> For avoidance of doubt, this provision applies to all intellectual property created in the course of cooperative activities, without respect to whether such intellectual property is jointly owned by the Parties.



- (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.

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