

No. 51185*

**United States of America
and
Bangladesh**

Agreement on scientific and technological cooperation between the Government of the United States of America and the Government of the People's Republic of Bangladesh (with annexes). Dhaka, 1 March 2003

Entry into force: *26 May 2003 by notification, in accordance with article 10*

Authentic text: *English*

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**États-Unis d'Amérique
et
Bangladesh**

Accord de coopération scientifique et technologique entre le Gouvernement des États-Unis d'Amérique et le Gouvernement de la République populaire du Bangladesh (avec annexes). Dhaka, 1 mars 2003

Entrée en vigueur : *26 mai 2003 par notification, conformément à l'article 10*

Texte authentique : *anglais*

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[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT
ON
SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF
BANGLADESH**

The Government of the United States of America and the Government of the People’s Republic of Bangladesh (hereinafter referred to as “the Parties”)

Desirous of strengthening the bonds of friendship between their two countries and fostering increased capacity to engage in science and technology, build infrastructure and improve scientific educational opportunities for all citizens; and

Recognizing that scientific and technical cooperation will advance the state of science and technology to their mutual benefit as well as strengthen the national economies of both countries,

Have agreed to enter into a Science and Technology Agreement as follows:

Article 1

The Parties shall promote cooperation between their countries in science and technology for peaceful purposes, in accordance with their respective laws and regulations on the basis of mutual respect and benefit. The principal objective of this cooperation is to provide opportunities to exchange personnel, ideas, information, skills and techniques and to collaborate on subjects of mutual interest.

Article 2

The cooperation contemplated in this Agreement may include the following :

- (1) Exchange of students, educators, scientists, researchers, technical personnel, and experts;
- (2) Exchange of documentation and information of a scientific and technological nature;
- (3) Convening of joint scientific and technological seminars, symposia, conferences, and other meetings;
- (4) Implementation of joint research and experiments on scientific and technological subjects of mutual interest as well as exchanges of any results;
- (5) Transfer of technology between the Parties;
- (6) Enhancement of capabilities of the Parties through technical assistance, training, infrastructure strengthening ; and
- (7) Any other forms of scientific and technological cooperation as may be mutually agreed.

Article 3

The Parties shall encourage and facilitate, where appropriate, the development of joint contacts and cooperation between governmental agencies, universities, research centers, and other institutions, private sector companies and the entities of the two countries. The Parties or their agencies may also conclude implementing arrangements for the conducts of cooperative activities under this Agreement.

Article 4

The Parties undertake to consult at the request of either Party regarding the implementation of this Agreement and the development of further cooperation in the fields of science and technology. The Parties shall also consult, with regard to activities under this Agreement, to identify public-private partnerships, education and infrastructure development opportunities, and entrepreneurships which build upon science based collaborations. The Parties may establish an advisory committee with mutually agreed upon representation, procedures and meeting arrangements to facilitate the above. This advisory committee may include both governmental and nongovernmental representatives as mutually agreed by the Parties.

Article 5

Cooperative activities under this Agreement shall undertaken in accordance with applicable laws in both countries and shall be subject to the availability of funds.

Article 6

- (1) The treatment of intellectual property and security obligations arising from cooperative activities under this Agreement shall be provided for as specified in Annex I and Annex II respectively, which constitute integral parts of this Agreement, or an alternate arrangement as agreed to by the Parties in writing.
- (2) Scientific and technological information of a non-proprietary nature derived from cooperative activities conducted under this Agreement may be made available, unless otherwise agreed by the Parties, to the world scientific community through customary channels and in accordance with the normal procedures agreed upon by the Parties. No warranty of suitability of information exchanged under this Agreement is implied or given.

Article 7

With respect to cooperative activities under this Agreement, each Party shall, in accordance with its laws and regulation, facilitate :

- (1) Prompt and efficient entry into and exit from its territory and domestic travel and work of personnel participating in the implementation of this Agreement;
- (2) Prompt and efficient entry into and exit from its territory of appropriate equipment, instrumentation, materials, supplies, samples and project information; and
- (3) Provision of access to relevant geographic areas, data, materials, institutions, and persons participating in the implementation of this Agreement.

Personnel may not engage in and equipment may not be used for any purpose outside of the agreed activities without the prior written authorization of both Parties.

Article 8

Unless otherwise agreed by the Parties or provided for in an implementing arrangement, each Party or participating agency, organization or enterprise shall bear the cost of its participation and that of its personnel engaged in cooperative activities under this Agreement.

Article 9

This Agreement shall not affect the validity or execution of any obligation arising from other previously concluded international agreements of either Party.

Article 10

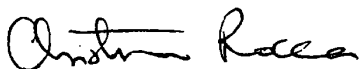
- (1) This Agreement shall enter into force upon an exchange of diplomatic notes confirming that all requirements for its entry into force have been fulfilled and shall remain in force for a period of ten years. This term may be extended for such additional periods as may be agreed in writing between the Parties.
- (2) This Agreement may be amended at any time by mutual written agreement of the Parties. This Agreement may be terminated at any time by either Party upon 90 days prior written notice to the other Party. Unless otherwise agreed, termination of this Agreement shall not affect the validity or duration of any arrangements made under it.

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

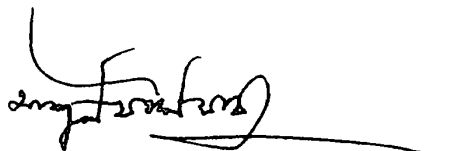
DONE AT **DHAKA** in duplicate, this **1st day** of March 2003.

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:**

**FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF
BANGLADESH:**



**(H.E. Ms CHRISTINA ROCCA)
ASSISTANT SECRETARY
OF STATE FOR SOUTH ASIAN
AFFAIRS**



**(H.E. DR. ABDUL MOYEEN KHAN MP)
HONOURABLE MINISTER
MINISTRY OF SCIENCE AND
INFORMATION & COMMUNICATION
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.
- 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 III. A 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 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

Both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its 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. TECHNOLOGY TRANSFER

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 shall be incorporated in the contracts or project annexes. Export controlled information shall be marked to identify it as export controlled and identify any restrictions on further use or transfer.