

SCIENTIFIC COOPERATION

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

Signed at Washington June 8, 2012

with

Annex



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.”

PHILIPPINES

Scientific Cooperation

Agreement signed at Washington June 8, 2012;

Entered into force October 15, 2012.

With annex.

**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; and

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

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, 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 and global warming, including support for adaption and mitigation measures;
 - n. Meteorology and severe weather forecasting, including typhoons;
 - o. Energy;
 - p. Nuclear science including nuclear safety;
 - q. Biological sciences, including improving capacity building to strengthen biological laboratory safety and pathogen security;

- r. Science, technology and engineering for sustainable development;
- s. 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 will 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 will 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.
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 will 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 a meeting 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.
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 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.
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 would need to be consistent with the requirements of the laws of the respective countries that regulate activities related to foreign assistance.

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

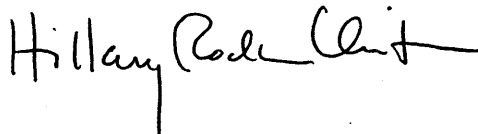
1. This agreement shall enter into force on the date of the later written notification by the Parties through diplomatic channels, indicating compliance with the domestic procedures for its entry into force. It shall remain in force for three (3) years and may be extended for further three-year periods 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 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 Washington, D.C. in duplicate, this 8th day of June, 2012, in the English language.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES:



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 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 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 or other arrangement, each Party shall have within its territory all rights 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 a particular project has led to the creation of intellectual property protected by the laws of one Party but not the other, the Party whose laws provide for this type of protection shall be entitled to all rights to exploit or license intellectual property worldwide although 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 inventions 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.