

SEP. 23 1987

Signed

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC
ON COOPERATION IN SCIENCE AND TECHNOLOGY AND ITS FUNDING

The Governments of the United States of America and the
Polish People's Republic, (hereinafter referred to as "the
Parties");

Recognizing the importance of science and technology in the
development of national economies;

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 to the benefit of both countries, as
well as of all mankind;

Recalling the fruitful scientific and technological cooperation which has occurred between the two countries in the past;

Noting the mutual benefits of the cooperation which took place and the results achieved under the Agreement between the Government of the United States of America and the Government of the Polish People's Republic on Cooperation in Science and Technology, signed on October 31, 1972, whose implementation was facilitated by the Maria Sklodowska Curie Joint Fund established by the Agreement between the Government of the United States of America and the Government of the Polish People's Republic on Funding of Cooperation in Science and Technology, signed on October 8, 1974;

Convinced of further need for developing mutually advantageous scientific and technological cooperation;

Recalling the Helsinki Final Act of the Conference on Security and Cooperation in Europe in its entirety;

Have agreed as follows:

ARTICLE I

The Parties shall develop, support, and facilitate scientific and technological cooperation on the basis of the principles of equality, reciprocity, and mutual benefit. Such

Cooperation will cover in particular the following areas:

- Basic Sciences
- Agriculture
- Medical Science and Health Protection
- Rehabilitation and Social Welfare Services
- Environmental Protection
- Geoscience Research and the Exploitation of Mineral Resources
- Construction
- Energy Research
- Transportation
- Engineering Research
- Other fields, which shall be mutually agreed upon in writing.

ARTICLE II

Cooperation in science and technology may be implemented in the following forms:

- Joint research, development, and design projects, including the exchange of their results as well as exchange of scientists, specialists, and researchers related to them;

--Joint scientific conferences, symposia, courses, and workshops;

--Exchange of science and technology information and documentation; and

--Other forms of science and technology cooperation which may be mutually agreed upon.

ARTICLE III

A. Scientific and technological cooperation pursuant to this Agreement may be carried out through direct contact between government agencies, scientific institutes, scientific societies, higher educational institutions, and other research and development centers of both countries (hereinafter "cooperating organizations").

B. The scientific and technological cooperation described in paragraph A, including exchanges of technical data and information, will be carried out on the basis of arrangements concluded directly between cooperating organizations and will be in accordance with the international obligations, national laws, and regulations of each Party. Activities under this Agreement or under arrangements concluded directly between cooperating organizations shall be undertaken subject to the availability of funds.

C. Implementing arrangements pursuant to this Agreement may cover the subjects of cooperation, procedures to be followed, funding, and other relevant matters. With respect to cooperation not financed from the joint fund referred to in Article IX, costs shall be borne as mutually agreed in writing. The Joint Commission referred to in Article X will oversee such arrangements.

ARTICLE IV

With respect to cooperation under this Agreement, each Party shall, in accordance with its laws and regulations, make its best efforts:

(a) to facilitate prompt and efficient entry into and exit from its territory of equipment and instrumentation; and

(b) to facilitate prompt and efficient entry into and exit from its territory and domestic travel and work of persons participating in the implementation of this Agreement, including the provision of access to relevant geographic areas, data, and materials, and institutions and persons participating in the implementation of this Agreement.

ARTICLE V

Protection of intellectual property and rights thereto shall be as set forth in Annex B, which is an integral component of this Agreement.

ARTICLE VI

Scientific and technological information derived from cooperative activities under this Agreement, other than information not disclosed for commercial or industrial reasons, shall be made available, unless otherwise agreed in writing in implementing arrangements under Article III, to the world scientific community through customary channels and in accordance with Article V and Annex B of this Agreement, and the normal practices and regulations of the cooperating organizations.

ARTICLE VII

Scientists, technical experts, and institutions of third countries or international organizations may be invited, upon consent of both parties, to participate in projects and programs being carried out under this Agreement. The cost of

such participation shall normally be borne by the third parties unless both sides agree otherwise in writing, and subject to available funds.

ARTICLE VIII

The provisions of this Agreement shall not prejudice other arrangements for scientific and technological cooperation between cooperating organizations of the two countries.

ARTICLE IX

For purposes of implementing this Agreement, the Parties agree to establish a new joint fund, named after Maria Sklodowska Curie and called the Maria Sklodowska Curie Fund II, to consist of equal contributions from both Parties. The principles for the establishment and administration of the joint fund are set forth in Annex C, which constitutes an integral component of this Agreement.

ARTICLE X

The Parties agree to establish a Joint Commission for the purposes of planning, coordination, facilitation, and review of scientific and technological cooperation and its financing, taking into account the preferences and priorities advanced by both sides. The composition of the Joint Commission and the principles for its operation are specified in Annex A, which constitutes an integral component of this Agreement.

ARTICLE XI

A. This Agreement shall enter into force upon signature by both Parties and shall remain in force for five years.

B. Either Party may terminate this Agreement at any time by giving written notice to the other Party six months in advance of such termination.

C. Unless terminated earlier or unless one of the Parties notifies the other of its intention to terminate this Agreement six months before its expiration, this Agreement will be automatically extended for an additional five year period. Thereafter, the Parties may extend this Agreement by written agreement.

D. This Agreement may be amended by written agreement of the Parties.

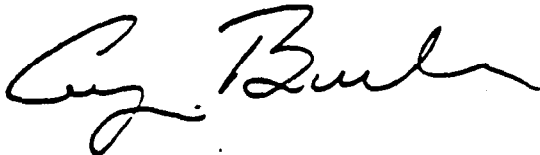
ARTICLE XII

The termination or expiration of this Agreement shall not affect the carrying out of any project or program undertaken under this Agreement and not fully executed at the time of the termination or expiration of this Agreement.

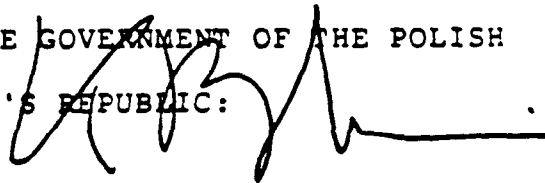
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Warsaw, this 28th day of September, 1987, in duplicate in the English and Polish languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF THE POLISH
PEOPLE'S REPUBLIC:



ANNEX A
JOINT COMMISSION

In accordance with Article X of this Agreement:

A. The U.S.-Polish Joint Commission shall consist of eight members, four of whom shall be designated by, and serve at the pleasure of, the Government of the United States and four of whom shall be designated by, and serve at the pleasure of, the Government of the Polish People's Republic.

B. Each Government may designate one or more alternate members to serve in the absence of one or more permanent members.

C. Members of the Joint Commission shall serve without compensation.

D. The Joint Commission shall meet annually, and as required, alternately in the United States of America and in the Polish People's Republic.

E. Each side of the Commission will designate a Chairman of its side. The Chairman of the side hosting the meeting of the Commission shall act as Chairman of the Joint Commission for the duration of that meeting. The Commission shall act by unanimous vote.

F. The Joint Commission shall establish the broad areas of research to be undertaken under this Agreement, and the total amounts of funding to be allocated thereto, taking into account preferences and priorities of both sides. In addition,

the Joint Commission shall approve commitments of funds to specific projects that have been recommended by both Parties.

G. The Joint Commission shall delegate to the officers of the joint fund established pursuant to Article IX and Annex C of this Agreement the authority to make disbursements of funds to projects that have been approved by the Joint Commission.

H. Jointly prepared reports concerning the activities of the Joint Commission and projects undertaken under this Agreement shall be made annually to the Secretary of State of the United States of America and the Minister of Foreign Affairs of the Polish People's Republic.

I. The Joint Commission shall possess only such authority and have only such responsibilities as are necessary to the implementation of this Agreement and are in conformity with existing laws and regulations in both countries.

J. Each Party will designate an Executive Agent to assist the Joint Commission. The Executive Agent of the United States of America shall be the Department of State and the Executive Agent of the Polish People's Republic shall be the Ministry of Foreign Affairs. The Executive Agents shall collaborate closely to promote proper implementation of all activities and programs. The Executive Agent of each Party shall be responsible for coordinating the implementation by its side of such activities and programs.

ANNEX B
INTELLECTUAL PROPERTY

In accordance with Article V of this Agreement:

I. PROTECTION OF INTELLECTUAL PROPERTY

The Parties shall ensure adequate and effective protection for intellectual property created or introduced under this Agreement and the relevant implementing arrangements, in conformity with their respective laws and international agreements to which both the United States of America and the Polish People's Republic are or will be parties.

II. CONFIDENTIAL INFORMATION

1. Any information of a confidential nature, as described below, furnished under this Agreement or its implementing arrangements, shall be protected. Such information shall be introduced and furnished only by mutual written agreement of the cooperating organizations and after review by the competent government agency, or as otherwise agreed in writing by the Parties. Each Party and cooperating organization shall give full protection to such information in accordance with its laws, regulations, and administrative practices.

2. "Information to be protected" means information of a confidential nature which is appropriately identified and which meets all of the following conditions:

A. it is of a type customarily held in confidence by governmental or commercial sources;

B. it is not generally known or publicly available from other sources;

C. it has not been previously made available by the owner to others without an obligation concerning its confidentiality; and

D. it is not already in the possession of the recipient Party or cooperating organization without an obligation concerning its confidentiality.

3. Any information to be protected shall be appropriately marked before it is introduced under the cooperation, and responsibility for marking such information is on the cooperating organization that introduces it or asserts that it is to be protected. Unmarked information shall be assumed not to be information to be protected except as required by the laws, regulations, and administrative practices of the Parties. Implementing arrangement may address in greater detail the provisions for marking, acceptance or refusal of confidential information, and procedures to resolve disagreements as to whether information is to be protected under this Article.

III. INVENTIONS

For purposes of this Article, "invention" means any invention made in the course of or under this Agreement or its implementing arrangements and which is or may be patentable or otherwise protectable under the laws of the United States of America, the Polish People's Republic, or any third country. An invention "made" means one conceived or first actually reduced to practice.

Between a Party and its nationals, the ownership of rights will be determined in accordance with that Party's national laws and practices. The allocation of rights under this Article is applicable to inventions made under cooperation specifically approved by the Joint Commission. The Parties and their cooperating organizations shall take appropriate steps to secure rights to implement the following:

1. If the invention is made as a result of cooperation that involves only the transfer or exchange of information between the Parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless provided otherwise in an applicable implementing arrangement:

A. The Party whose personnel makes the invention (the Inventing Party) has the right to obtain all rights and interests in the invention in all countries;

B. In any country where the Inventing Party decides not to obtain such rights and interests, the other Party has the right to do so;

C. In either case where one Party obtains such rights and interests, these rights are subject to a nonexclusive, irrevocable, royalty-free license to the other Party to practice the invention in its own country, with the right to grant sublicenses in that country in accordance with that country's laws and practices.

2. If the invention is made by personnel of one Party (the Assigning Party) while assigned to the other Party (the Receiving Party) in the course of cooperation that involves only the visit or exchange of scientific and technical personnel, unless provided otherwise in an applicable implementing arrangement:

A. The Receiving Party has the right to obtain all rights and interests in the invention in its own country and in third countries;

B. The Assigning Party has the right to obtain all rights and interests in the invention in its own country, and

C. In any country where one Party decides not to obtain such rights and interests, the other Party has the right to do so, subject to a nonexclusive, irrevocable, royalty-free license to the first Party to practice the invention in its own country, with the right to grant sublicenses in that country in accordance with that Party's laws and practices.

3. Specific agreements involving other forms of cooperation, such as special joint research projects, shall provide for the mutually agreed upon disposition of rights to an invention made as a result of such a special project in accordance with the policies of the Parties and their cooperating organizations on an equitable basis.

4. The Party whose personnel make an invention must disclose the invention to the other Party and furnish any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. The communicating Party may ask the other Party in writing to delay publication or public disclosure of such information. Unless otherwise agreed in writing, such restriction shall not exceed a period of six months from the date of the communication of such information. Communication shall be through the competent Government agencies or as designated in the implementing arrangements.

IV. COPYRIGHTS

Cooperating organizations must take appropriate steps to secure copyright to works created under this Agreement in accordance with their respective national laws, except as specifically provided otherwise in an implementing arrangement. Rights to works created under this Agreement shall be determined in the relevant implementing arrangements in accordance with the policies of the Parties and their cooperating organizations. Except as otherwise provided, each Party is entitled to a nonexclusive, irrevocable, royalty-free license under the copyright to translate, reproduce, publish, and distribute such works in its own country, with the right to grant sublicenses in that country in accordance with that Party's laws and practices.

V. OTHER FORMS OF INTELLECTUAL PROPERTY

Rights to other forms of intellectual property shall be determined on an equitable basis.

VI. COOPERATION

Each Party shall take all necessary and appropriate steps to provide for the cooperation of its authors, inventors, and discoverers which is required to carry out the provisions of this Annex. Each Party shall assume the responsibility to pay to its nationals such awards or compensation as may be in accordance with its laws and regulations. This provision does not create any entitlement to an award or compensation or prejudice any right or interest of the author or inventor in his or her work or invention.

VII. EFFECT OF TERMINATION OR EXPIRATION

Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

VIII. MISCELLANEOUS

In general, questions relating to direct cooperation under this Agreement should be resolved through discussions between the cooperating organizations. Other questions or issues regarding the treatment of information, inventions, discoveries, writings, etc., not covered by this Annex, or any

disagreements respecting this Annex, shall be settled through consultations between the representatives of the Parties or their designees.

IX. APPLICABILITY

This Annex is applicable to this Agreement and any implementing arrangements or cooperation entered into or performed thereunder, except as otherwise specifically provided for in individual implementing arrangements.

ANNEX C
JOINT FUND

A. In addition to the direct funding of cooperative activities under this Agreement through cooperating organizations as defined in Article III of this Agreement, the Parties agree to establish a new joint fund, to be called the Maria Sklodowska Curie Fund II (hereinafter "the MSC Fund II"), to finance cooperative activities under this Agreement and previously approved cooperative activities.

B. Unexpended funds remaining in the Maria Sklodowska Curie Fund established pursuant to the Agreement between the Government of the United States of America and the Government of The Polish People's Republic on Funding of Cooperation in Science and Technology, signed on October 8, 1974, (hereinafter "the MSC Fund"), shall be transferred to newly designated MSC Fund II accounts under the supervision of the Joint Commission established pursuant to Article X of this Agreement (hereinafter "the Joint Commission").

C. In making productive use of the funds remaining in the MSC Fund, the Parties shall continue to observe the principles of and provisions for convertibility found in the exchange of letters between Vice Minister of Finance of the Polish People's Republic, M. Krzak, and the United States Assistant Secretary

of State, W. Stoessel, of October 7, 1972, as modified in the exchange of letters between M. Krzak and United States Ambassador to Poland, R.T. Davies, of December 11, 1976, unless new principles are agreed by the Parties.

D. The Parties agree to the principle of equal contributions in support of scientific and technological cooperation under this Agreement. To this end, subject to the availability of appropriated funds, the Government of the United States shall make deposits of zloties, such as from currencies obtained by the United States in accordance with the agreements on surplus agricultural commodities concluded between the two countries under Public Law 480, into the MSC Fund II. In addition to these contributions in zloties, the United States shall, subject to the availability of appropriated funds, make a contribution denominated in U.S. dollars into an MSC Fund II account in the United States. The Government of the Polish People's Republic shall deposit, within thirty days of any U.S. contribution, into the MSC Fund II account(s) in Poland the amount in zloties equal to any contribution made by the Government of the United States. Monies contributed pursuant to this paragraph shall be under the supervision of the Joint Commission.

E. Convertibility arrangements for contributions to the MSC Fund II, as well as U.S. Government agency monies utilized pursuant to Article III of this Agreement, will be in accordance with the exchange of letters referred to in paragraph C of this Annex or, if not covered by the exchanges of letters, as agreed by the Parties.

F. The Parties shall take appropriate measures to ensure the monetary integrity of the MSC Fund II, inter alia, by placing the funds into interest-bearing accounts.

G. The Parties shall have equal roles in the administration of the MSC Fund II. The Parties agree that the procedures for administering the accounts of the MSC Fund II, and for using those funds in support of scientific and technological cooperation, should be made as simple and efficient as possible.

H. The administrative expenses of the officers of the MSC Fund II, as well as necessary current expenditures of Joint Commission activities, shall be covered by sums arising from the interest on the deposits to the MSC Fund II contributed by both Parties. Should the funds derived from interest earnings be insufficient to cover these expenses, the balance shall be provided from the MSC Fund II itself.

I. The establishment of the MSC Fund II shall not prevent U.S. and Polish cooperating organizations from making separate arrangements for the funding of scientific and technological cooperation. Conversely, cooperating organizations are not precluded from participating in the MSC Fund II.

J. Should contributions to the MSC Fund II become available from non-governmental sources, the Parties shall facilitate such contributions.

K. In the event that this Agreement terminates or expires, the Parties shall consult as to the appropriate disposition of any funds remaining in the MSC Fund II.