

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA
ON SCIENCE AND TECHNOLOGY COOPERATION

The Government of the United States of America, represented by Department of State, and the Government of the Kingdom of Saudi Arabia, represented by King Abdulaziz City for Science and Technology, hereinafter referred to as the "Parties" as points of contact for execution of this agreement.

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 of both countries, as well as mankind;

Intending to strengthen their economic cooperation through specific and advanced technology applications; and

Wishing to establish dynamic and effective international cooperation between scientific organizations and individual scientists in the two countries;

Have agreed as follows:

ARTICLE I

Under the Agreement between the Government of the Kingdom of Saudi Arabia and the Government of the United States of America on Science and Technology Cooperation ("Agreement") and valid laws and regulations of both countries, the two Parties shall strengthen scientific and technological capabilities of the Parties, broaden and expand relations between the extensive scientific and technological communities of both countries, promote scientific and technological cooperation in areas of

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mutual benefit for peaceful purposes, and provide opportunities to exchange ideas, information, skills, and techniques.

ARTICLE II

The cooperation between the two parties in the fields of science and technology can be conducted through:

1. exchanges of scientific and technical information,
2. mutual visits of scientists and technical experts,
3. the convening of joint seminars and meetings, the training of scientists and technical experts, and the conduct of joint research projects,
4. educational exchanges related to science and technology,
5. preparing executive and cooperative programs for the Agreement, and other forms of scientific and technological cooperation as may be mutually agreed upon.

ARTICLE III

Priority will be given to collaborations which can advance common goals in the fields of technological and scientific research and support partnerships between public and private research institutions in all aspects of science, engineering, and technology.

ARTICLE IV

1. The parties shall encourage and facilitate the development of direct contacts and instruments of cooperation in the fields of technological and scientific research between government agencies, universities, research centers, institutions, private sector companies and other entities of the two countries.



2. The Agreement is without prejudice to other agreements and arrangements between the two parties.

ARTICLE V

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

ARTICLE VI

Scientist, technical experts, government agencies and institutions of other countries or international organizations may, in appropriate cases, be invited by agreement of the Parties to participate at their own expense, unless otherwise agreed, in projects and programs being carried out under the agreement.

ARTICLE VII

1. For the purposes of conducting the Agreement, the two parties shall designate a joint working group. Each party shall provide to the other party with names of its representatives in the joint working group. The joint working group shall meet, if necessary, alternatively in both countries.
2. The responsibilities of the joint working group shall be:
 - a) Planning, coordinating and following up cooperation in the field of science and technology between the two countries,
 - b) Prioritizing different fields of cooperation,
 - c) Providing suitable environment to conduct the Agreement,
 - d) Facilitating conducting joint programs and projects

- e) Designating sub-groups in case of conducting any cooperative activities under the Agreement.
 - f) Encouraging information exchange due to the common cooperation between relevant entities, in order to deepen and strengthen the bonds of cooperation between the parties.
 - g) And reviewing achieved developments for conducting this Agreement and guiding future cooperative activities.
3. Each Party shall further designate a Point of Contact for notification and approval of requests, from designated agencies, for access to the waters and territories under national jurisdiction of either Party for the purpose of scientific research.

ARTICLE VIII

1. Scientific and technological information of a non-proprietary nature resulting from cooperative activities under the Agreement, may be made available to the global scientific community, based upon the prior written agreement of both parties or their designees.
2. Without prejudice to laws, regulations, and procedures of the Party where the cooperative activities are taking place in its territories, the next two annexes explain the following:
 - a) The treatment of intellectual property created or furnished in the course of cooperative activities under the Agreement is provided for in Annex I, which shall apply to all activities conducted under the auspices of the Agreement unless agreed otherwise by the Parties or their designees in writing.
 - b) The treatment of security arrangements for sensitive information or equipment and unclassified export-controlled information or equipment transferred under the Agreement is provided for in Annex II, which shall apply to all activities conducted under the auspices of the



Agreement unless agreed otherwise by the Parties or their designees in writing.

ARTICLE IX

Each Party shall facilitate, in accordance with its laws and regulations, 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 the Agreement, and 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.

ARTICLE X

1. In the event that differences arise between the Parties with regard to the interpretation or application of the provisions of the Agreement, the parties shall resolve them by means of negotiations and consultations.
2. In the event that disagreements arise between the Parties with regard to an underway program or project under the Agreement, it must be settled in accordance with paragraph (1) above for a period of three months. In case of not reaching a compromise, either party may request termination by written notification to the other party prior to the expiration date by three months.

ARTICLE XI

1. The agreement shall enter into force on the date of the last notification by which the Parties have notified each other in writing through diplomatic channels that have satisfied their legal requirements, and shall remain in force for a period of ten (10) years. It may be extended for further identical periods, unless a Party wishes the termination by six (6) months written notice to the other Party.



2. The Agreement may be terminated at any time by either Party upon six (6) months written notice through diplomatic channels to the other Party. Termination of the Agreement shall not affect the implementation of any cooperative activity carried out under the Agreement and not completed upon termination of the Agreement.

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

DONE at Riyadh, Saudi Arabia, this 2nd day of December, 2008, corresponding to 4/12/1429AH, in duplicate, in the English and Arabic languages, each text being equally authentic.

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



**Claudia A. McMurray
Assistant Secretary for Oceans,
Environment, and Science
Department of State**

**FOR THE GOVERNMENT
OF THE KINGDOM OF SAUDI
ARABIA:**



**Dr. Mohammed I. Al Suwaiyel
President
King Abdulaziz City for Science
and Technology**

ANNEX I INTELLECTUAL PROPERTY

Pursuant to Article VIII (2) 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 arrangements. Rights to 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 the 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 negotiations and consultations between the Parties.
- E) Termination or expiration of this Agreement shall not affect rights or obligations under this Annex. 

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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 copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named, in writing.
- 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 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
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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 and 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 the 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 by a Party in the course of cooperative activities pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials of the other Party, 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.

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 the transferring Party, including the export control laws of the transferring Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipments shall be incorporated into the contracts or implementing arrangements. Export controlled information and equipment shall be marked to identify it as export controlled and identify the restrictions on further use or transfer.



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