

AGREEMENT BETWEEN THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF THE ITALIAN  
REPUBLIC FOR SCIENTIFIC AND  
TECHNOLOGICAL COOPERATION

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

Wishing to strengthen further the firm bonds of friendship and cooperation between the two countries; aware that advances in science and technology contribute to national economic and social development, and the expansion of the human resources of both countries;

Recognizing that international cooperation offers a potential for expanding the scientific and technological capacity of all countries;

Affirming that the valuable and positive cooperation achieved under the Agreement Between the Government of the United States of America and the Government of the Italian Republic for Scientific and Technological Cooperation signed in Rome on July 22, 1981, should be continued and strengthened;

Have agreed as follows:

ARTICLE I

1. The Parties shall promote cooperation between the two countries in science and technology.
2. The principal objectives of this Agreement are to strengthen the scientific and technological capabilities of the two countries and to broaden and expand relations between their scientific and technological communities.

ARTICLE II

Cooperation under this Agreement may be undertaken in the biological, computer and information sciences, in the earth, mathematical, chemical and physical sciences, in agriculture, energy and energy related research such as fusion and high energy physics, advanced materials and superconductors, space and astronomy, health, drugs, nutrition, and biotechnologies, environment, oceanography and meteorology, engineering to include microelectronics and telecommunications, and other areas of basic and applied science and technology and their management as may be mutually agreed between the Parties.

### ARTICLE III

Cooperative activities under this Agreement may include exchanges of scientific and technological information, exchanges of scientists and other research and technical personnel, the conduct of joint or coordinated research projects, the convening of seminars and meetings, training of scientists and technical experts, exchanges or sharing of equipment or materials, joint construction, ownership or use of instruments and facilities, and such other forms of scientific and technological cooperation as may be mutually agreed.

### ARTICLE IV

Pursuant to the objectives of this Agreement, the Parties shall encourage and facilitate, as appropriate, direct contacts and cooperation between government agencies, universities, research centers, institutions, firms and other entities of the two countries, and the conclusion of the implementing arrangements between them for the conduct of cooperative activities under this Agreement.

### ARTICLE V

Implementing arrangements may cover subjects of cooperation in addition to those provided for in Article II, procedures to be followed, treatment of intellectual property, funding and other appropriate matters. The Parties or the participating entities to each implementing arrangement shall be responsible for coordinating activities thereunder.

### ARTICLE VI

1. Representatives of the two Parties shall meet when necessary in order to discuss and further the implementation of this Agreement and to exchange information on the progress of programs, projects, and activities of common interest. Experts or groups of experts may be designated by the Parties or their participating entities to discuss individual questions.
2. The Parties shall conduct a joint review of activities under this Agreement and its implementing arrangements every two years. These reviews shall take place alternately in the United States and Italy.

### ARTICLE VII

The coordination of and facilitation of cooperative activities under this Agreement shall be accomplished on behalf of the Government of the United States by the Department of State, Bureau of Oceans and International Environmental and Scientific Affairs and on behalf of the Government of the Italian Republic by the

Ministry of Foreign Affairs, Directorate General of Cultural Relations, in agreement with the Minister for the Coordination of Scientific and Technological Research.

#### ARTICLE VIII

Unless otherwise provided for in an implementing arrangement, each Party or participating entity shall bear the cost of its participation and that of its personnel in cooperative activities under this Agreement. Should either Party or an entity thereof wish to use technical or professional services made available to it by the other Party, the assumption of costs, both direct and indirect, shall be agreed upon by the entities involved.

#### ARTICLE IX

Cooperative activities under this Agreement shall be subject to the availability of appropriated funds and shall be undertaken in accordance with the applicable laws and regulations of each country.

#### ARTICLE X

Scientists, technical experts, governmental agencies and entities of third countries or international organizations may, in appropriate cases and when approved by both Parties, be invited to participate at their own expense unless otherwise agreed, in activities being carried out under this Agreement.

Other organizations, such as consortia, advanced schools, scientific centers and institutions, which are international in scope but are primarily based in or sponsored by one of the Parties, may be considered as national organizations of the sponsoring Party for purposes of participation in activities under this Agreement.

#### ARTICLE XI

Scientific and technological information of a nonproprietary nature derived from cooperative activities under this Agreement shall be made available, unless otherwise agreed in an implementing arrangement, to the world scientific community through customary channels and in accordance with the normal procedures of the participating entities.

#### ARTICLE XII

Each Party shall, to the extent permitted by its applicable laws and regulations, use its best efforts to constructively resolve fiscal matters relating to cooperative activities and to facilitate entry into and exit from its territory of personnel and equipment engaged or used in projects and programs under this Agreement.

#### ARTICLE XIII

Nothing in this Agreement shall be construed to prejudice other arrangements for scientific and technical cooperation between the two Parties.

#### ARTICLE XIV

Agencies and participants that wish to avail themselves of this Agreement shall adopt in their implementing agreement an accord that regulates the terms and conditions and allocates on an equitable basis rights in inventions, copyrights, design and other intellectual properties resulting from their cooperative scientific and technological research. Such accord will establish procedures to enable the agencies and participants to implement the intellectual property rights upon which they have agreed.

It is the intention of the Parties that agencies and participants have the flexibility to agree on intellectual property provisions suitable to their particular cooperation.

Participants may not avail themselves of this Agreement until they have signed an accord on intellectual property and fulfilled any other legal or administrative requirements of either Party.

In the accords adopted under the first paragraph of this Article, the participants must expressly agree that their relations are to be regulated in conformity with Articles XV and XVI below, unless the participants expressly provide otherwise.

#### ARTICLE XV

For purposes of this Agreement, "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, Italy, or any third country. "Made" means conceived or first actually reduced to practice. Between a Party and its nationals, the ownership of rights will be determined in accordance with the Party's national laws and practices.

Unless otherwise provided in an implementing arrangement, the participant making an invention shall communicate to the other participant information disclosing the invention and any patent or other protection it elects to obtain and will furnish the documentation necessary for the establishment of the other participant's rights in the invention. The communicating participant may ask the other participant 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.

Except as specifically provided otherwise in an implementing arrangement, participants will take such steps as appropriate to secure copyright to works created under this Agreement in accordance with their respective national laws.

#### ARTICLE XVI

Any information of a confidential nature as described below, furnished under the agreement or its implementing arrangements, shall be protected. A decision to introduce or furnish such information shall be made only by mutual written agreement of the participants and, where the activity is conducted in cooperation with a government agency, after review by the competent government agency, or the Parties' designated experts, or as otherwise agreed in writing by the Parties. Each Party, agency and participant shall give full protection to such information in accordance with its laws, regulations, and administrative practices.

Information to be protected shall mean 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 participant without an obligation concerning its confidentiality.

Any information to be protected shall be appropriately marked before it is introduced, and the participant who introduces confidential information or asserts that information is to be protected is responsible for marking it. Unmarked information shall be assumed not to be information to be protected except as required by the laws of the Parties. Implementing arrangements 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.

#### ARTICLE XVII

The Parties will ensure adequate and effective protection for intellectual property created or introduced under the Agreement or the relevant implementing arrangements, in conformity with their respective laws and international agreements to which Italy and the United States are or will be parties.

Each Party, its competent government agency, and participant will take all necessary and appropriate steps to provide for the cooperation of its authors and inventors, which is required to carry out the provisions of this Agreement. Each Party and participant assumes the sole responsibility for any award or compensation that may be due to its personnel in accordance with its laws and regulations, provided, however, that this Article creates no entitlement to any such award or compensation.

Other questions or issues regarding the treatment of information, inventions and other intellectual property rights not covered by this Agreement, or any disagreements between the Parties respecting this Agreement, will be settled through consultations between the Parties or their competent government agencies.

#### ARTICLE XVIII

No provision of the Agreement requires either Party to modify its domestic law as to matters covered by the Agreement.

#### ARTICLE XIX

1. This Agreement shall enter into force upon signature and shall remain in force for five years, unless terminated earlier by either Party upon six months' written notice to the other Party. It may be amended by mutual written agreement of the Parties.

2. Projects or programs undertaken under any prior Agreement or implementing arrangement which have not been completed at the time of entry into force of this Agreement may continue under their terms as originally agreed and shall not be affected by this Agreement.

3. The termination of this Agreement shall not affect the completion of any project or program undertaken under this Agreement or any of its implementing arrangements which have not been completed at the time of the termination of this Agreement.

Done at Rome this first day of April, 1988, in duplicate, in the English and Italian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF  
AMERICA:

*George P. Shultz*

FOR THE GOVERNMENT OF  
THE ITALIAN REPUBLIC:

*L. Scalfaro*