

AGREEMENT
TO AMEND AND EXTEND
THE 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 Republic of Italy, hereinafter referred to as the Parties,

Recognizing that their scientific and technical cooperation based on the principle of reciprocity has benefitted the peoples of both countries and all humankind, and has strengthened the bonds of friendship between the two countries,

Hereby agree to extend and amend the Agreement for Scientific and Technological Cooperation between the Government of the United States of America and the Government of the Italian Republic, signed April 1, 1988, hereinafter referred to as the Agreement, for a five-year period, effective April 1, 1993.

All provisions of the Agreement remain unchanged, except for the amendment of Articles II and III, the deletion of Articles XIV, XV, and XVI, and the renumbering of the subsequent articles accordingly, the amendment of existing articles XVII and XIX, and the addition of two Annexes.

Article II shall be amended to read as follows:

"Article II

Cooperation under this Agreement may be undertaken in the biomedical, computer and information sciences; earth, mathematical, chemical and physical sciences; agriculture; energy and energy related research to include fusion methodologies 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; archaeological and anthropological sciences; and other areas of basic and applied science and technology and their management, as may be mutually agreed between the Parties. This cooperation will be carried out through existing arrangements or those to be created in the period during which this Agreement is in force."

Article III shall be amended to read as follows:

"Article III

The scientific and technical cooperation under this Agreement will be carried out in accordance with the respective national laws and international obligations of the Parties, and may be developed through the following activities, with the financial support of the competent authorities:

- translation of scientific texts and publications;
- joint projects and research on issues of reciprocal interest;

- scientific exhibitions;
- symposia, roundtables and expositions on scientific and technical subjects;
- short and longterm research stays ranging from fourteen days or less to three months or less.

The activities to be carried out jointly will be jointly developed by the scientific and technical agencies of the Parties, and coordinated in accordance with the provisions of Article VII.

Existing Article XVII shall be amended to read as follows:

"Article XIV

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Agreement, and for the protection of information and equipment for national security reasons, are set forth in Annexes I and II to this Agreement, which constitute integral parts of this Agreement."

The Annexes shall read as follows:

"ANNEX I

INTELLECTUAL PROPERTY

Pursuant to Article 14 of this Agreement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

I. 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 have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

C. This Annex addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with the Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. 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. Disputes concerning intellectual property arising under this Agreement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees.

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

II. 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 Section II(A) above, shall be allocated as follows:

1. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive treatment with regard to intellectual property rights under the policies of the host institution as

applied to the nationals of the country to which the institution belongs. In addition, each visiting researcher named as an inventor shall be entitled to national treatment with regard to any royalty earned by the host institution from the licensing of such intellectual property.

2. (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or personnel have agreed in advance on the scope of work, the Parties or their participants shall share in the costs and benefits, and shall jointly develop a technology management plan together with a joint research program. In addressing the allocation of rights to such intellectual property, the technology management plan shall consider the relative contributions of the Parties and their participants, the benefits of exclusive licensing by territory or for fields of use, requirements imposed by the Parties' domestic laws, and other factors deemed appropriate.

(b) If the Parties or their participants cannot reach agreement on a joint technology management plan within a reasonable time not to exceed six months from the time a Party becomes aware of the creation of the intellectual property in question, each Party may designate one co-exclusive licensee to have world-wide rights. Each Party shall notify the other two months prior to making a designation under this paragraph. When both Parties (or

their licensees) exploit the intellectual property in a country, they shall share equally the reasonable cost of intellectual property protection in that country.

(c) A specific program of research will be regarded as joint research for purposes of allocating rights to intellectual property only when it is designated as such in the relevant implementing arrangement, otherwise the allocation of rights to intellectual property will be in accordance with paragraph II(B)(1).

(d) Notwithstanding paragraph II(B)(2)(a) and (b), if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide, unless the Parties agree otherwise. Persons named as inventors of the intellectual property shall nonetheless be entitled to royalties earned from the licensing of the intellectual property.

III. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under the Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice. 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, 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

Both parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the 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 undertaken 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."

Existing Article XIX shall be amended to read as follows:

"Article XVI

1. This Agreement shall enter into force upon signature and shall remain in force for five years, and be automatically renewed for further five-year periods unless either Party notifies the other in writing three months prior to the expiration of the first five-year period or each succeeding five year period of its desire that the Agreement be terminated. The Agreement 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."

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

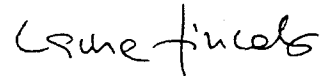
DONE at Washington, in duplicate, this fourth day of October, 1993, in the English and Italian languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



Elinor Constable

FOR THE GOVERNMENT OF THE
REPUBLIC OF ITALY:



Laura Fincato