AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA ON SCIENCE AND TECHNOLOGY COOPERATION

The Government of the United States of America and the Government of the People's Democratic Republic of Algeria (hereinafter referred to as the "Parties"),

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;

Sharing responsibilities for contributing to the world's future prosperity and well-being, and desiring to make further efforts to strengthen their respective national research and development policies;

Considering that scientific and technical cooperation is an important condition for the development of national economies and a basis for expanded trade;

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

Desiring to establish dynamic and effective international cooperation between scientific organizations and individual scientists in the two countries and the other countries of the region of the Maghreb;

Have agreed as follows:

ARTICLE I

1. The purposes of the present Agreement Between the Government of the United States of America and the Government of the People's Democratic Republic of Algeria on Science and Technology Cooperation ("Agreement") are to strengthen scientific and technological capabilities of the Parties, to broaden and expand relations between the extensive scientific and technological communities of both countries and within the Maghreb region, and to promote scientific and technological cooperation in areas of mutual benefit for peaceful purposes.

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.

ARTICLE II

1. The Parties shall encourage cooperation on scientific and technological activities of mutual interest through exchanges of scientific and technical information; exchanges of scientists and technical experts; the convening of joint seminars and meetings; training of scientists and technical experts; the conduct of joint research projects; educational exchanges related to science and technology; establishment of science-based public-private partnerships; and other forms of scientific and technological cooperation as may be mutually agreed upon.

2. Cooperation under the Agreement shall be based on shared responsibilities and equitable contributions and benefits, commensurate with the Parties' respective scientific and technological strengths and resources.

3. Priority will be given to collaborations which can advance common goals in science and technology, and can support partnerships between public and private research institutions and industry, touching on the full spectrum of science and technology issues, such as promotion of science-based decision-making, environmental and biodiversity protection, integrated management of water resources in watersheds, research in the maritime and marine field, meteorology, seismology and applied research in earthquake engineering, agriculture, energy, space, health issues, biotechnology, information and communication technologies, science and technology education, and science, technology and engineering for sustainable development.

ARTICLE III

1. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation between government agencies, universities, research centers, institutions, private sector companies and other entities of the two countries and, where appropriate, the other countries of the region of the Maghreb.

2. The Government agencies and designated entities of the Parties may conclude under the present Agreement implementing agreements or arrangements, as appropriate, in specific areas of science and technology. These implementing agreements or arrangements shall cover, as appropriate, topics of cooperation; procedures for transfer and use of materials, equipment and funds; and other relevant issues.

3. The present Agreement is without prejudice to other science and technology agreements and arrangements between the United States of America and the People's Democratic Republic of Algeria.

ARTICLE IV

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

ARTICLE V

Scientists, technical experts, government agencies and institutions of the Maghreb or other third 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 present Agreement.

ARTICLE VI

1. The Parties agree to consult periodically and at the request of either Party concerning the implementation of the Agreement and the development of their cooperation in science and technology.

2. The Executive Agent for the United States of America shall be the Department of State; and for the People's Democratic Republic of Algeria, the Ministry of Foreign Affairs. The Executive Agent shall conduct administrative affairs and, as appropriate, provide oversight, guidance and coordination of activities under the Agreement.

3. Moreover, each Party will designate a point of contact for the notification and approval of requests for authorization for access to the waters under national jurisdiction for the purpose of scientific research, and will treat these requests with diligence, taking into account the significance of these activities to the advancement of scientific knowledge.

ARTICLE VII

1. Scientific and technological information of a non-proprietary nature resulting from cooperative activities under the Agreement, other than information which is not disclosed for commercial or industrial reasons, may be made available, unless the Parties otherwise agree, to the world scientific community through customary channels and in accordance with domestic laws and procedures of the participating agencies and entities. No warranty of suitability of information exchanged under the Agreement is implied or given.

2. 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.

3. Intellectual property created in the course of cooperative activities under Article V (Third Country Participation) of the Agreement shall be allocated pursuant to an intellectual property management plan developed and agreed to by the countries involved. The plan shall be developed either prior to the start of their cooperation or within a reasonable period of time thereafter and shall consider the relative contributions of the countries and their participants, the benefits of licensing by territory or for fields of use, requirements imposed by the countries' domestic laws, and other factors deemed appropriate.

4. The treatment of security arrangements for sensitive information or equipment and unclassified export-controlled information or equipment transferred under the present Agreement is provided for in Annex II, which shall apply to all activities conducted under the auspices of the present Agreement unless the Parties or their designees otherwise agree in writing.

ARTICLE VIII

1. 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 present Agreement.

2. Each Party shall facilitate, as appropriate and in accordance with its laws and regulations, 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. Commodities acquired, including by the United States, its recipients (and subcontractors or subgrantees) or by foreign governments, that were financed with United States assistance provided for in this Agreement, shall be exempt from taxation, including value-added taxes (VAT) and customs duties, imposed by the Government of the People's Democratic Republic of Algeria. The Government of the People's Democratic Republic of Algeria shall provide reimbursement within 4 months from the date of assessment to the Government of the United States or its agents (including recipients) for, at a minimum, VAT and customs duties that are imposed, or may be subject to withholding penalties on future U.S. assistance. Commodities include any material, article, supply, goods, or equipment.

ARTICLE IX

In the event that differences arise between the Parties with regard to the interpretation or application of the provisions of the present Agreement, the Parties shall resolve them by means of negotiations and consultations.

ARTICLE X

1. The present Agreement shall enter into force on the date of the last notification by which the Parties have notified each other in writing that they have satisfied their legal requirements. It shall remain in force for a period of ten (10) years and may be extended for further ten-year periods by written agreement of the Parties.

2. At the request of either Party, the present Agreement may be amended by written agreement.

3. The Agreement may be terminated at any time by either Party upon three (3) months' written notice to the other Party.

4. Termination of the Agreement shall not effect 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 Algiers this 18th day of January, 2006, in two original texts in the English and Arabic languages, each text being equally authentic.

For the Government of the United States of America

Paula Dobriansky

Under Secretary of State for Democracy and Global Affairs

For the Government of the People's Democratic Republic of Algeria

Rachid Haraoubia

Minister for Higher Education and Scientific Research

ANNEX I

INTELLECTUAL PROPERTY

Pursuant to Article VII(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 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 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.

ANNEX II

SECURITY OBLIGATIONS

I. PROTECTION OF SENSITIVE TECHNOLOGY

Both Parties agree that no information or equipment requiring protection in the interest of national security, defense or foreign relations and classified in accordance with its applicable national laws, regulations or directives 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. The Parties shall consult to identify and implement appropriate security measures for such information and equipment, to be agreed upon by the Parties in writing. The Parties shall, if appropriate, amend this Annex to incorporate such security measures.

II. TECHNOLOGY TRANSFER

The transfer of unclassified 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 equipment shall be incorporated into the contracts or implementing arrangements. Export controlled information and equipment shall be marked to identify it as export controlled and shall be accompanied by appropriate documentation identifying any restrictions on further use or transfer of such information or equipment.