

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE SULTANATE OF OMAN
AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA
ON SCIENCE AND TECHNOLOGY COOPERATION**

The Government of the Sultanate of Oman and the Government of the United States of America, 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;

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

Recognizing the value of open data for scientific and technological cooperation and evidence-based decision-making;

Committing to make every effort to create inclusive scientific communities that include broad participation; 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 this Agreement and subject to the laws and regulations of both countries, the two Parties intend to 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 mutual benefit for peaceful purposes, and provide opportunities to exchange ideas, information, skills, and techniques.

ARTICLE (II)

The cooperation between the 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, such as the Fulbright Program and International Leadership Visitor Program.
- 5 - preparing executive and cooperative programs for this 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 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 - This Agreement is without prejudice to other agreements and arrangements between the Parties.

ARTICLE (V)

Cooperative activities under this 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)

Scientists, 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 this Agreement.

ARTICLE (VII)

- 1 - The Parties agree to consult periodically, at the agreement of the parties, concerning the implementation of this Agreement and the development of their cooperation in science and technology.
- 2 - The Executive Agent for the United States shall be the Department of State; and for the Sultanate of Oman, the Ministry of Foreign Affairs. The Executive Agents shall conduct administrative affairs and, as appropriate, provide oversight, guidance, and coordination of all activities under this Agreement.
- 3 - The Executive Agents may hold consultations on science and technology policy and otherwise work to increase mutual understanding, identify and recommend areas of common interest, propose ways to enhance engagement, and periodically review cooperative activities.

ARTICLE (VIII)

- 1 - Scientific and technological information of a non-proprietary nature resulting from cooperative activities under this Agreement, may be made available, unless otherwise agreed, to the world scientific community through customary channels and in accordance with normal procedures of the participating agencies and entities.

2 - Without prejudice to laws, regulations, and procedures of the Party on whose territory the cooperative activities are taking place, Annexes (I) and (II), which are attached to and constitute integral parts of this Agreement, shall govern the following:

a - Annex (I) governs the treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement, which shall apply to all activities conducted under the auspices of this Agreement unless agreed otherwise by the Parties or their designees in writing.

b - Annex (II) governs the treatment of security arrangements for sensitive information or equipment and unclassified export-controlled information or equipment transferred under this Agreement, which shall apply to all activities conducted under the auspices of this Agreement unless agreed otherwise by the Parties or their designees in writing.

ARTICLE (IX)

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 this Agreement.

2 - Each Party shall facilitate, 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 or imported into Oman as a result of collaboration under this Agreement shall be exempt from taxation, including value-added taxes (VAT) and customs duties. Commodities include any material, article, supply, goods, or equipment.

ARTICLE (X)

With written mutual consent, the Parties may amend this Agreement in the form of separate protocols.

ARTICLE (XI)

1 - Except as provided in Section (II.D). of Annex (I), 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.

ARTICLE (XII)

- 1 - This Agreement shall enter into force on the date of the later note in an exchange of notes between the Parties indicating that each Party has completed its internal procedures for entry into force, and shall remain in force for a period of ten (10) years. It may be extended for further identical periods by written agreement of the Parties.
- 2 - This 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 this Agreement shall not affect the implementation of any cooperative activity carried out under this Agreement and not completed upon termination of this Agreement.

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

DONE at Davos, on Friday, 22nd day of January 2016, in duplicate in the Arabic and English languages, each text being equally authentic.

FOR THE GOVERNMENT

FOR THE GOVERNMENT

OF THE SULTANATE OF OMAN

OF THE UNITED STATES OF AMERICA

H.E Yusuf Bin Alwai Bin Abdulla

H.E John F. Kerry

ANNEX (I)

INTELLECTUAL PROPERTY

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 to 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 - 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 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, monographs, 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 (III.A) 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 and national applicable laws.

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 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 at 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 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 identify the restrictions on further use or transfer.