

**AGREEMENT ON THE ALLOCATION OF INTELLECTUAL PROPERTY RIGHTS,
INTERESTS AND ROYALTIES FOR INTELLECTUAL PROPERTY CREATED
OR FURNISHED UNDER CERTAIN SCIENTIFIC AND TECHNOLOGICAL
COOPERATIVE RESEARCH ACTIVITIES**

The Parties and the Cooperating Entities of the Parties shall ensure adequate and effective protection of intellectual property created or furnished in the course of Cooperative Research activities undertaken between the Government of the United States of America and the Government of Canada (hereinafter referred to as the Parties) or their designated governmental entities (hereinafter referred to as Cooperating Entities of the Parties) in the fields of science and technology whenever specifically agreed to by the Parties, or Cooperating Entities of the Parties, in Written Arrangements. Rights to such Intellectual Property shall be allocated as set out in this Agreement.

I. DEFINITIONS

- A. 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.
- B. "Cooperating Entities of the Parties" means federal Departments and Agencies of the Government of the United States of America or the Government of Canada.
- C. "Cooperating Research" means any activity carried on under Written Arrangements between Cooperating Entities of the Parties.
- D. "Written Arrangement" means an arrangement between the Parties or the Cooperating Entities of the Parties regarding scientific and technological cooperative research activities which may incorporate the terms of this Agreement.

II. SCOPE

- A. Any Intellectual Property created as a result of scientific and technological Cooperative Research activities undertaken between the Parties or their Cooperating Entities shall be allocated according to the terms of this Agreement, unless otherwise specifically agreed by the Parties or their Cooperating Entities in writing.
- B. This Agreement addresses the allocation of rights, interests, and royalties between the Parties and between Cooperating Entities of the Parties with respect to Cooperative Research described in the preamble hereto. Each Party and each Cooperating Entity of the Party that is involved in a Cooperative Research activity, shall ensure that the other Party and its Cooperating Entities can obtain the rights to Intellectual Property allocated in accordance with this Agreement. The Cooperating Entities of the Parties shall notify one another in a timely fashion of any Intellectual Property arising in the course of Cooperative Research and