

protect such Intellectual Property in a timely fashion. This Agreement does not otherwise alter or prejudice the allocation of Intellectual Property between a Party or the Cooperating Entities of the Parties, and its nationals, which shall be determined by the laws of that Party and the practices of the involved Cooperating Entities of the Parties.

C. Disputes concerning intellectual property arising under this Agreement shall be resolved in accordance with any applicable Written Arrangements between the Cooperating Entities of the Parties, except that such Written Arrangements shall not include provisions which call for binding arbitration. In the event that an applicable Written Arrangement does not include a dispute resolution mechanism, disputes arising under such an arrangement shall be resolved through discussions between the Parties or the Cooperating Entities of the Parties. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration. Unless the Parties of the concerned Cooperating Entities agree otherwise in writing, the arbitration will be governed by the rules of UNCITRAL. From the date of receipt of an official request by a Party for arbitration and pending resolution of the matter the Intellectual Property shall be jointly managed (i.e., intellectual property shall be maintained) by the Cooperating Entities of the Parties, but shall not be commercially exploited except by mutual agreement, in writing.

D. Termination or expiration of an arrangement or this Agreement shall not affect the validity or duration of intellectual property rights or obligations that arise while an individual Written Arrangement is in force.

III. ALLOCATION OF RIGHTS

A. Each Party or the concerned Cooperating Entities of the Parties 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, public reports, and books directly arising from the Cooperative Research. Notwithstanding the preceding sentence, the Parties and the Cooperating Entities of the Parties shall abide by requirements for publication of scientific journals and books, including publishers rights where appropriate, when doing so would promote dissemination of information. 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 Article III(A) above, shall be allocated as follows:

1. Visiting researchers shall receive rights to Intellectual Property according to the policies of the host institution. In addition, each visiting researcher named as an inventor/creator of Intellectual Property shall be entitled to the same treatment as accorded a national of the host country who is a visiting researcher with regard to awards, bonuses, benefits, royalties or any other awards, in accordance with the policies and laws of the host institution.