

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE REPUBLIC OF BULGARIA  
FOR  
SCIENTIFIC AND TECHNOLOGICAL COOPERATION**

The Government of the United States of America and the Government of the Republic of Bulgaria (hereinafter referred to as "the Parties");

Convinced that international cooperation in science, technology and innovation strengthens the bonds of friendship and understanding between their peoples and advances the state of science, technology and innovation to the benefit of both countries, as well as mankind; and

Wishing to establish dynamic and effective international cooperation among the full array of scientific and research organizations and institutions, and individual scientists in the two countries;

Have agreed as follows:

**ARTICLE 1**

1. The Parties shall develop, support and facilitate scientific and technological cooperation between their two countries based on shared responsibilities and equitable contributions and benefits, commensurate with the Parties' respective scientific, technological, and engineering strengths and resources. In general, such cooperation may cover fundamental research, applied research, trade of scientific and research equipment and data, exchange of scientific researchers and experts in the thematic fields of cooperation, development and innovation activities.

2. Cooperative activities under this Agreement may be carried out in the form of joint or coordinated programs and scientific research projects; scientific workshops, conferences and symposia; access to relevant research infrastructure, equipment, and data under collaborative scientific research projects and other forms of scientific and technological cooperation.

3. Priority shall be given to collaborations which can advance common science and technology goals; support partnerships between public and private research institutions and industry; engage the scientific enterprise on such matters as the promotion of science-based decision-making, environmental and biodiversity protection, marine sciences, energy, space, global stewardship, HIV/AIDS and other health issues, science and technology education, engineering, sustainable development, agriculture, natural resources, human nutrition and food safety.

**ARTICLE 2**

Scientific and technological cooperation pursuant to this Agreement shall be subject to the applicable national laws and regulations of the Parties and to the availability of personnel and appropriated financial resources.

**ARTICLE 3**

1. The Parties shall encourage and facilitate the development of direct contacts and cooperation between government agencies, higher education institutions, scientific

research institutions, private sector companies involved in research, development, and innovation, and other entities of the two countries.

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

3. The provisions of this Agreement shall not prejudice other agreements for scientific and technological cooperation between governmental agencies in the United States and governmental agencies in the Republic of Bulgaria.

#### ARTICLE 4

1. Each Party shall facilitate, where appropriate and 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, where appropriate, 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. Each Party, consistent with its national laws and regulations, shall work toward obtaining duty free entry for materials and equipment provided pursuant to science and technology cooperation provided under this Agreement.

4. The Parties do not foresee the provision of foreign assistance under this Agreement. If they decide otherwise with respect to a particular activity, the relevant implementing arrangement shall be consistent with the requirements of laws of the United States and the Republic of Bulgaria that regulate activities related to foreign assistance.

#### ARTICLE 5

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Agreement are set forth in Annex A. Provisions for security of information and transfer of technology are set forth in Annex B. Annexes A and B constitute integral parts of this Agreement.

#### ARTICLE 6

Scientific and technological information of a nonproprietary nature derived from the cooperative activities under this Agreement shall be made available, unless otherwise agreed by the Parties in writing in implementing arrangements pursuant to Article 3, to the world scientific community through customary channels and in accordance with Article 5 and the normal practices and regulations of the United States and the Republic of Bulgaria.

#### ARTICLE 7

Scientists, researchers, technical experts, agencies, and institutions of third countries or international organizations may be invited, upon consent of both Parties, to participate in activities being carried out under this Agreement. The cost of such participation shall be borne by the invited party unless both Parties agree otherwise in writing.

## ARTICLE 8

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, technology, engineering and innovation.
2. Each Party shall designate a representative to serve as Executive Agent to facilitate planning and coordination of activities under the Agreement, to prepare periodic reports concerning the activities undertaken pursuant to the Agreement, and to conduct other administrative affairs and oversight, as appropriate, under this Agreement. For the United States of America, the representative shall be a designated official of the U.S. Department of State. For the Republic of Bulgaria, the representative shall be a designated official of the Ministry of Education and Science.
3. All partnerships and joint calls under this agreement may be subject to additional, case-by-case Memorandums of Understanding, or other similar agreements, as appropriate.

## ARTICLE 9

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

## ARTICLE 10

1. This Agreement shall enter into force when the Parties notify each other in writing, through diplomatic channels, of the completion of their respective internal requirements necessary for the entry into force of this Agreement. The date of last written notification will be deemed to be the date of entry into force of this Agreement.
2. This Agreement shall remain in force for ten (10) years and it may be amended or extended by written agreement of the Parties. This Agreement may be terminated by either Party upon at least ninety (90) days prior written notice to the other Party. Unless otherwise agreed by the Parties, the termination of this Agreement shall not affect the completion of any cooperative activity undertaken under this Agreement and not yet completed at the time of the termination of this Agreement.

Done at XX, in duplicate, this XX day of XX 2020, in the English and Bulgarian languages, each text being equally authentic.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF  
AMERICA:

FOR THE GOVERNMENT THE OF  
THE REPUBLIC OF BULGARIA:

ANNEX A  
INTELLECTUAL PROPERTY RIGHTS

**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 participants, 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 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 worldwide, non-exclusive, irrevocable, royalty-free license to translate, reproduce, and publicly distribute monographs, 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 Agreement 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) Prior to participation in cooperative activities under this Agreement by a visiting researcher, the host Party or its designee and the Party or its designee employing or sponsoring the visiting researcher may discuss and determine the allocation of rights to any intellectual property created by the visiting researcher. Absent such a determination, visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution. For purposes of this Agreement, a visiting researcher is a researcher visiting an institution of the other Party (host institution) and engaged in work planned solely by 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 creator.

(b) Unless otherwise agreed in an implementing or other arrangement, each Party shall have within its territory a right to exploit and allow others to exploit 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, for example, 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 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 B  
SECURITY OBLIGATIONS

**I. Protection of Information**

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 applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment that 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 concerning the need for and level of appropriate protection to be accorded such information or equipment.

**II. Technology Transfer**

The transfer of unclassified export-controlled information and equipment between the Parties under this Agreement shall be in accordance with the relevant laws and regulations of each Party to prevent the unauthorized transfer or retransfer of such information and equipment provided or produced under this Agreement. If either Party deems necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment, and any information or equipment derived from such information or equipment, shall be incorporated into the contracts or implementing arrangements under this Agreement. Parties shall identify export-controlled information and equipment as well as any restrictions on further use or transfer of such information or equipment.