

No. 47330

**Estonia
and
United States of America**

Agreement between the Government of the Republic of Estonia and the Government of the United States of America for scientific and technological cooperation (with annexes). Tallinn, 11 December 2008

Entry into force: *26 October 2009 by notification, in accordance with article 10*

Authentic texts: *English and Estonian*

Registration with the Secretariat of the United Nations: *Estonia, 14 April 2010*

**Estonie
et
États-Unis d'Amérique**

Accord de coopération scientifique et technologique entre le Gouvernement de la République d'Estonie et le Gouvernement des États-Unis d'Amérique (avec annexes). Tallinn, 11 décembre 2008

Entrée en vigueur : *26 octobre 2009 par notification, conformément à l'article 10*

Textes authentiques : *anglais et estonien*

Enregistrement auprès du Secrétariat des Nations Unies : *Estonie, 14 avril 2010*

[ENGLISH TEXT – TEXTE ANGLAIS]

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

The Government of the Republic of Estonia and the Government of the United States of America (hereinafter referred to as “the Parties”);

Convinced 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 to the benefit of both countries, as well as mankind; and

Recognizing the successful scientific and technological cooperation that developed between the two countries under the Agreement between the Government of the Republic of Estonia and the Government of the United States of America on Science and Technology Cooperation signed at Riga, Latvia, on July 6, 1994 (hereinafter referred to as “the 1994 Agreement”); and

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

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. Such cooperation may cover basic research, applied research and development and innovation activities.

2. Cooperative activities under this Agreement may be carried out in the form of coordinated programs and joint research projects; joint scientific workshops, conferences and symposia; exchange of scientific and technological information and documentation in the context of cooperative activities; exchange of scientists, specialists, and researchers; exchange or sharing of equipment or materials; and other forms of scientific and technological cooperation as may be agreed on in accordance with this Agreement.

3. Priority will be given to collaborations which can advance common science and technology goals; support partnerships between public and private research institutions and industry; and 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, and sustainable development.

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, universities, research institutions, private sector companies and other entities of the two countries.

2. The Government agencies and designated entities of the two Parties may conclude under this Agreement implementing agreements and other arrangements, as appropriate, in specific areas of science, technology and engineering. 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 or arrangements for scientific and technological cooperation between governmental agencies in Estonia and governmental agencies in the United States.

ARTICLE 4

1. Each Party shall facilitate, where appropriate and in accordance with its law 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 shall, consistent with its national laws and regulations, work toward obtaining duty free entry for materials and equipment provided pursuant to science and technology cooperation provided for 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 Agreement would need to reflect the requirements of the laws of Estonia and the United States of America 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 in writing in implementing agreements or arrangements pursuant to Article 3, to the world scientific community through customary channels and in accordance with applicable laws and regulations in Estonia and of the United States.

ARTICLE 7

Scientists, 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 and engineering.

2. Each Party shall designate an Executive Secretary to facilitate planning and coordination of activities under the Agreement, and to prepare periodic reports concerning the activities undertaken pursuant to this Agreement.

3. The Executive Agents responsible for this Agreement shall be the Ministry of Education and Research of the Republic of Estonia and the Department of State of the United States of America.

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

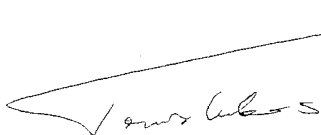
1. This Agreement shall enter into force when the Parties notify each other in writing, through diplomatic channels, of the completion of their respective internal requirements necessary for the entry into force of this Agreement. The date of last written notification will be deemed to be the date of entry into force of this Agreement.

2. This Agreement shall remain in force for ten (10) years and it may be amended or extended for further ten-year periods 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.

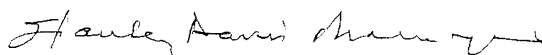
Done at Tallinn, in duplicate, this 11th day of December 2008, in the Estonian and English languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE
REPUBLIC OF ESTONIA:

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



Tõnis Lukas



Stanley Davis Phillips