

**United States of America  
and  
Norway**

**Agreement on science and technology cooperation between the Government of the United States of America and the Government of the Kingdom of Norway (with annexes).  
Washington, 9 December 2005**

**Entry into force:** *26 March 2006 by notification, in accordance with article 11*

**Authentic texts:** *English and Norwegian*

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**États-Unis d'Amérique  
et  
Norvège**

**Accord relatif à la coopération scientifique et technologique entre le Gouvernement des États-Unis d'Amérique et le Gouvernement du Royaume de Norvège (avec annexes).  
Washington, 9 décembre 2005**

**Entrée en vigueur :** *26 mars 2006 par notification, conformément à l'article 11*

**Textes authentiques :** *anglais et norvégien*

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**AGREEMENT**  
**ON SCIENCE AND TECHNOLOGY COOPERATION BETWEEN THE**  
**GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE**  
**GOVERNMENT OF THE KINGDOM OF NORWAY**

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THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
and  
THE GOVERNMENT OF THE KINGDOM OF NORWAY,  
(hereinafter referred to as “the Parties”),

CONSIDERING the importance of science and technology for their economic and social development;

RECOGNIZING that the Parties are pursuing research and technological activities in a number of areas of common interest, and that participation in each other's research and development activities on a basis of reciprocity will provide mutual benefits;

DESIRING to establish a formal basis for cooperation in scientific and technological research which will extend and strengthen the conduct of cooperative activities in areas of common interest and encourage the application of the results of such cooperation to their economic and social benefit;

HAVE AGREED AS FOLLOWS:

## **ARTICLE 1**

### **Purpose**

The Parties shall encourage, develop and facilitate cooperative activities in fields of common interest where they are pursuing research and development activities in science and technology.

## **ARTICLE 2**

### **Definitions**

For the purposes of this Agreement:

- (a) "Cooperative activity" means any activity which the Parties undertake or support pursuant to this Agreement;
- (b) "Information" means scientific or technical data, results or methods of research and development stemming from cooperative activities, and any other data relating to cooperative activities;
- (c) "Intellectual Property" shall include 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;
- (d) "Participants" means any individual or entity, including, inter alia, the Parties' scientific and technological organizations and agencies, private persons, undertakings, research centers, universities, university colleges, subsidiaries of U.S. and Norwegian entities, or any other form of legal entity involved in cooperative activities;
- (e) "Science" shall include all fields of research.

## **ARTICLE 3**

### **Principles**

Cooperative activities shall be conducted on the basis of the following principles:

- (a) Mutual benefit based on an overall balance of advantages;
- (b) Reciprocal opportunities to engage in cooperative activities;
- (c) Equitable and fair treatment for the participants; and
- (d) Timely exchange of information which may affect cooperative activities.

## **ARTICLE 4**

### **Areas of Cooperative Activities**

- (a) Priority will be given to collaboration that can advance common goals in science and technological research.
- (b) The Parties may jointly pursue cooperative activities with third parties.

## ARTICLE 5

### Forms of Cooperative Activities

(a) Subject to applicable laws, regulations and policies, the Parties shall foster, to the fullest extent practicable, the involvement of participants in cooperative activities under this Agreement with a view to providing comparable opportunities for participation in their scientific and technological research and development activities.

(b) Cooperative activities may take the following forms:

1. coordinated research projects;
2. joint task forces;
3. joint studies;
4. joint organization of scientific seminars, conferences, symposia and workshops;
5. training of scientists and technical experts;
6. exchanges or sharing of equipment and materials;
7. visits and exchanges of scientists, engineers or other appropriate personnel;
8. exchanges of scientific and technological information as well as information on practices, laws, regulations and programs relevant to cooperation under this Agreement.

## ARTICLE 6

### Coordination, Facilitation and Implementation of Cooperative Activities

(a) The coordination and facilitation of cooperative activities under this Agreement shall be carried out on behalf of the Government of the United States of America by the Department of State, and on behalf of the Government of the Kingdom of Norway by the Ministry of Education and Research or any specially appointed Executive Agent. The Parties or their duly authorised representatives shall meet regularly to decide which common goals should be given priority.

(b) Upon request of either Party, representatives of the Parties shall meet to consider matters related to the implementation of this Agreement. Groups of experts may be designated to discuss specific questions.

(c) Each Party shall designate a national contact point to maintain contacts between meetings.

(d) Moreover, each Party will designate a point of contact for the notification and approval of requests for authorization for access to the waters under national jurisdiction for the purpose of scientific research, and will treat those requests with diligence, taking into account the significance of these activities to the advancement of scientific knowledge.

(e) Where appropriate, cooperative activities under this Agreement shall take place pursuant to implementing arrangements concluded between the Parties or their participants. These arrangements may describe the nature and the duration of cooperation for a specific area or purpose, treatment of intellectual property, funding, allocation of costs, and other relevant matters. The implementing arrangements should make a reference to this Agreement. Any arrangements deviating from any of the provisions in this Agreement, including the annexes, should be concluded in writing.

## **ARTICLE 7**

### **Funding and Legal Considerations**

- (a) Cooperative activities shall be subject to the availability of appropriated funds, resources, and personnel and to the applicable laws and regulations, policies and programs of the United States of America and Norway.
- (b) Unless otherwise provided for in an implementing arrangement, each Party, its agency or scientific organization or participant shall bear the costs of its participation and that of its personnel engaged in cooperative activities under this Agreement.

## **ARTICLE 8**

### **Entry of Personnel and Equipment**

- (a) Each Party shall take all reasonable steps and use its best efforts, within applicable laws and regulations, to facilitate entry to and exit from its territory of persons, material, data and equipment involved in or used in cooperative activities under this Agreement.
- (b) Each Party shall endeavor to ensure that all participants in agreed cooperative activities under this Agreement have access to facilities and personnel within its country as needed to carry out those activities.

## **ARTICLE 9**

### **Treatment of Intellectual Property**

The allocation and protection of intellectual property rights under this Agreement shall be in accordance with the provisions of Annex I, which forms an integral part of this Agreement, unless the Parties or their designees agree otherwise in writing.

## **ARTICLE 10**

### **Other Agreements and Transitional Provisions**

- (a) The Parties shall endeavor, where appropriate, to bring under the terms of this Agreement new arrangements for scientific and technological cooperation between the Parties that fall under the scope of Article 4.
- (b) This Agreement is without prejudice to rights and obligations under other agreements between the Parties and any agreement or arrangement between either of the Parties and any third parties.

## **ARTICLE 11**

### **Entry into Force, Termination and Dispute Settlement**

- (a) This Agreement shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures necessary for its entry into force have been completed.
- (b) This Agreement may be terminated at any time by either Party upon six months' written notice to the other Party. The expiration or termination of this Agreement shall not affect the validity or duration of any arrangements made under it, or any specific rights and obligations that have accrued in compliance with Annexes I and II.
- (c) This Agreement may be amended by written agreement of the Parties.