

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEPARTMENT OF TRANSPORTATION
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF TRANSPORTATION
OF THE KINGDOM OF DENMARK
CONCERNING COOPERATION
IN TRANSPORTATION SCIENCE AND TECHNOLOGY**

The Department of Transportation of the United States of America and the Ministry of Transportation of the Kingdom of Denmark (hereinafter referred as "the Parties"):

Realizing that international cooperation in the field of transportation 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;

Considering scientific and technology cooperation as an important condition for the development of national economies;

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

Desiring to cooperate on the basis of equity and mutual benefit;

Have agreed as follows:

Article I

1. The purposes of this Memorandum of Understanding (MOU) are to strengthen scientific and technological capabilities of the Parties, to broaden and expand relations between the extensive scientific and technological communities in both countries, and to promote scientific and technological cooperation in areas of mutual benefit for peaceful purposes.
2. The principal objectives of this cooperation are to provide opportunities to exchange ideas, information, skills, and techniques and to collaborate on scientific and technological endeavors of mutual interest.

Article II

1. The parties shall encourage cooperation through exchanges of scientific and technical information; exchanges of scientists and technical experts; the convening of joint seminars and meetings; training of scientists and technical experts; the conduct of joint research projects; and other forms of scientific and technological cooperation as may be mutually agreed upon by the Parties.
2. Cooperation under this MOU shall be based on shared responsibilities and equitable contributions and benefits, commensurate with the Parties' respective scientific and technological strengths and resources.

Article III

1. The Parties shall encourage and facilitate, where appropriate, the participation of scientists and technical experts from government agencies, universities, research centers, institutions, private companies and other entities of the two countries.
2. Designated entities of the two Parties may conclude under this MOU implementing memoranda of cooperation, project agreements, and other arrangements, as appropriate, in the area of transportation science and technology. These implementing arrangements shall cover, as appropriate, topics of cooperation, procedures for transfer and use of equipment and funds, and other relevant issues.

Article IV

Cooperative activities under this MOU shall be conducted in accordance with the applicable laws, regulations, and procedures in both countries and shall be subject to the availability of funds and personnel. The financial arrangements for specific joint projects shall be agreed upon in writing by the Parties prior to project implementation.

Article V

Scientists, technical experts, governmental agencies, and institutions of third countries or international organizations may, in appropriate cases, be invited by agreement of both Parties to participate, at their own expense unless otherwise agreed, in projects and programs being carried out under this MOU.

Article VI

Each Party shall appoint a Program Coordinator to coordinate and supervise the development and implementation of cooperative activities conducted under this MOU. The Program Coordinators shall prepare annual progress reports which shall describe and review all projects and activities conducted to date and meet periodically to review the cooperation under this Memorandum.

Article VII

1. Scientific and technological information of a non-proprietary nature resulting from cooperation under this MOU, other than information which is not disclosed for national security, commercial or industrial reasons, shall be made available, unless otherwise agreed, to the world scientific community through customary channels and in accordance with normal procedures of the participating agencies and entities.

2. Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this MOU and future Annexes, are set forth in Annex I, which shall form an integral part of this MOU. These provisions shall apply to all activities conducted under the auspices of this MOU unless agreed otherwise by the Parties or their designees in writing.

Article VIII

1. Each Party shall facilitate 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 MOU.
2. Each Party shall facilitate, consistent with its domestic laws, prompt and efficient access of persons of the other Party, participating in cooperative activities under this MOU, 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 use its best efforts to provide duty free entry for materials and equipment provided pursuant to science and technology cooperation provided for under this MOU.

Article IX

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

Article X

1. This MOU shall enter into force upon signature by both Parties and may be amended by written agreement of the Parties.
2. This MOU may be terminated at any time by either Party upon six months written notice to the other Party.
3. Unless otherwise agreed by the Parties, termination of this MOU shall not affect the implementation of any cooperative activity carried out under this MOU and not completed upon termination of this MOU.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Memorandum of Understanding.

Done at _____, this _____ day of _____ 1995, in duplicate in the English and Danish languages, each text being equally authentic.

FOR THE SECRETARY OF TRANSPORTATION
OF THE UNITED STATES OF AMERICA

FOR THE MINISTER OF TRANSPORTATION
OF THE KINGDOM OF DENMARK

ANNEX I
INTELLECTUAL PROPERTY

Pursuant to Article IV of this Memorandum:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Memorandum and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Memorandum and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

I. SCOPE

- A. This Annex is applicable to all cooperative activities undertaken pursuant to this Memorandum, except as otherwise specifically agreed by the Parties or their designees.
- B. For purposes of this Memorandum, "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.
- C. This Annex addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with the Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
- D. Disputes concerning intellectual property arising under this Memorandum should be

resolved through discussions between the concerned participating institutions or, if necessary, the Parties. 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 cooperative entities agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.

E. Termination or expiration of this Memorandum shall not affect rights or obligations under this Annex.

II. ALLOCATION OF RIGHTS

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to reproduce, publicly distribute and translate scientific and technical journal articles, reports, and books directly arising from cooperation under this Memorandum. 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.

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B. Rights to all forms of intellectual property, other than those rights described in paragraph II(A) above, shall be allocated as follows:

1. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of their host institutions. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.

2. (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or personnel have agreed in advance on the scope or work, the Parties or their designees shall jointly develop a technology management plan. The technology management plan shall consider the relative contributions of the Parties and their participants, the benefits of exclusive licensing by territory or for fields of use, requirements imposed by the Parties' domestic laws, and other factors deemed appropriate.

(b) If the Parties or their designees cannot reach agreement on a joint technology management plan within a reasonable time not to exceed six months from the time a Party becomes aware of the creation of the intellectual property in question, each Party may designate one co-exclusive licensee to have worldwide rights. Each Party shall notify the other two months prior to making a designation under this paragraph. When both Parties (or their licensees) exploit the intellectual property in a country, they shall share equally the reasonable cost of intellectual property protection in that country.

(c) A specific program of research will be regarded as joint research for purposes of allocating rights to intellectual property only when it is designated as such in the relevant implementing arrangement, otherwise the allocation of rights to intellectual property will be in accordance with paragraph II(b)(1).

(d) Notwithstanding paragraph II(B)2(a) and (b), if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interest worldwide. Persons named as inventors of property shall nonetheless be entitled to a share of royalties earned by either institution from the licensing of the property.

III. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under the Memorandum, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice. 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, 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 II

- A. highway operations, structures, materials, geotechnologies, information systems, construction, and planning and management;
- B. vessel traffic management, including vessel traffic systems and services;
- C. urban transportation, including the planning, development, and management of transit systems;
- D. civil aviation, including air traffic control, airport planning and development, and safety aspects of aircraft systems;
- E. railroad transportation (managerial, organizational, and technical aspects);
- F. intermodal transportation; and
- G. highway traffic safety.