

AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE  
FEDERAL EXECUTIVE COUNCIL OF THE ASSEMBLY  
OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA  
ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION

The Government of the United States of America and the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter "the Parties"),

Recognizing the importance of science and technology in the development of strong and vigorous national economies;

Convinced that international cooperation on science and technology will strengthen the bonds of friendship and understanding between their people and will advance the state of science and technology to the benefit of both countries, as well as mankind generally;

Recalling the fruitful scientific and technological cooperation which has been developed over many years between the two countries; and

Noting the benefits of the cooperation which has taken place under the Agreements between the Government of the United States of America and the Government of the Socialist Republic of Yugoslavia on Scientific and Technological Cooperation signed May 18, 1973, and April 2, 1980, hereinafter "the 1973 Agreement" and "the 1980 Agreement," respectively;

Have agreed as follows:

ARTICLE I

A. The Parties will encourage, as appropriate, research organizations in their respective countries to cooperate in scientific and technological projects of mutual interest and benefit in such fields as agriculture, energy, engineering, environment, health, medical sciences, natural and social sciences, natural resources, technology, and transportation.

B. Cooperative activities may include the following: coordinated and joint research projects, studies and investigations; courses, workshops, conferences, and symposia; exchange of scientists, specialists, and researchers; exchange of information and documentation, including the development of systems related thereto; and other forms of scientific and technological cooperation as may be mutually agreed.

ARTICLE II

A. For the purposes indicated in Article I, the Parties shall continue to utilize the Joint Fund established under the 1973 Agreement for continuing previously-agreed scientific and technological projects and, to the extent monies are available to the Joint Fund, for financing additional cooperative projects of mutual interest and benefit.

B. In addition to cooperative projects financed by the Joint Fund referred to in paragraph A above, the Parties will, in accordance with the regulations of the country concerned, endeavor to find means both to supplement Joint Fund projects and to finance or otherwise assist in other cooperative projects of the kind described in Article I, including the conclusion of agreements under which the organizations of each country share in the support of the cooperative projects.

C. The Parties agree that dinars from the Joint Fund shall be usable in payment of the costs of international travel by conversion to foreign exchange within Yugoslavia, as required. Such conversion will be in accordance with the Air Transport Agreement signed December 15, 1977, the Non-Scheduled Air Service Agreement signed September 27, 1973, as amended, and the Agreement relating to the Air Transport Agreement, with Memorandum of Understandings, effected by exchange of notes March 17 and May 19, 1982, as amended and extended on March 20 and April 9, 1985, between the United States of America and the Socialist Federal Republic of Yugoslavia. International air travel will be performed wherever feasible on United States and Yugoslav carriers, and nationals of each country shall perform air travel on carriers of their country whenever feasible.

ARTICLE III

The Joint Fund established under the 1973 Agreement and continued under the 1980 Agreement and this Agreement shall retain the undisbursed funds remaining from previous contributions and shall receive the contributions made by both sides in the following manner:

A. The Government of the United States shall, subject to the availability of appropriated funds, deposit in the Joint Fund dollars or dinars, provided that the United States contribution may be deposited annually over the five-year period of the Agreement, up to a total of ten million dollars.

B. The Yugoslav competent bodies, i.e. organizations, shall deposit annually to the Joint Fund, in dinars as made available by the responsible bodies, an amount equivalent in value to the annual United States deposit, up to a total of ten million dollars or its equivalent, and may provide conversion into dollars of some portion of its contribution.

C. By mutual agreement the Parties may make additional contributions to the Joint Fund on an equivalent basis.

#### ARTICLE IV

A. The Parties agree that the monies in the Joint Fund shall continue to be managed by the U.S.-Yugoslav Joint Board on Scientific and Technological Cooperation [hereinafter designated as the "Joint Board"] as established by the 1973 Agreement.

B. In furtherance of the purposes of, and subject to the terms of, the present Agreement, the Joint Board shall:

1. Periodically review, assess, and make recommendations concerning the progress of scientific and technological cooperation;
2. Approve or terminate joint funding for projects in accordance with agreed review criteria and procedures;
3. Authorize the disbursement of monies and making of awards and advances of monies from the Joint Fund in accordance with agreed program criteria;
4. Manage the deposits in the Joint Fund and any interest earned thereon;
5. Provide for periodic audits of the accounts of the Treasurer of the Joint Fund by auditors selected by the Joint Board and approved by the Parties; and
6. Undertake such further functions as agreed between the Parties.

#### ARTICLE V

A. The Joint Board shall consist of four members, two of whom shall be designated by, and serve at the pleasure of, the Government of the United States of America and two of whom shall be designated by, and serve at the pleasure of, the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia. Each Party may designate alternate members.

B. Members of the Joint Board shall serve without compensation, but the Joint Board may authorize the payment of the necessary expenses of the members in attending meetings of the Joint Board and in performing other official duties.

C. The Joint Board shall meet annually, alternately in the United States and Yugoslavia, and as required.

D. The Joint Board shall act by unanimous vote. It shall select a chairman with voting power for a one-year term from among its members.

E. The Joint Board shall designate a treasurer, who shall receive and deposit funds in depositories designated by the Joint Board and shall make disbursements approved by the Joint Board and countersigned by a designated representative of the side who is not of the same citizenship as the treasurer.

#### Article VI

Reports on the activities of the Joint Board and on the projects financed under this Agreement shall be made annually to the Secretary of State of the United States of America and the Director of the Federal Administration for International Scientific, Educational, Cultural and Technical Cooperation of the Socialist Federal Republic of Yugoslavia.

#### ARTICLE VII

The Department of State of the United States of America and the Federal Administration for International Scientific, Educational, Cultural and Technical Cooperation of the Socialist Federal Republic of Yugoslavia shall encourage and receive proposals for joint activities from appropriate organizations and institutions in their respective countries and shall submit such proposals for consideration to the Joint Board.

#### ARTICLE VIII

Within the framework of this Agreement and the policies of the Joint Board, organizations from the Socialist Federal Republic of Yugoslavia and the institutions of the United States of America shall:

A. Deal directly with each other in implementing approved projects and in developing new proposals; and

B. Submit reports on project fulfillment to the Joint Board annually, or periodically as necessary, for review to justify funding of past and any subsequent phases of projects.

#### ARTICLE IX

The competent bodies of the two countries shall facilitate, to the extent feasible as permitted by national law, the granting of visa and other forms of official permission for entry to and exit from its territory of personnel and equipment of the other Party required for projects under this Agreement.

#### ARTICLE X

The Parties will ensure adequate and effective protection for intellectual properties created or introduced under this Agreement, in conformity with their respective laws and with international agreements to which the United States and Yugoslavia are parties.

If any scientific or technical results derived from a cooperative activity under this Agreement are the subject of a patent or patent application, copyright, or other intellectual property claim, each Party shall control all the rights to all inventions and writings made under the Agreement in its own territory. The disposition of such rights, and of the rights to such intellectual properties in third countries, shall be determined as set forth in the Terms and Conditions incorporated in the Joint Board Grant Letter to Joint Fund grantee institutions.

#### ARTICLE XI

Except as provided above in Article X, scientific and technical information derived from a cooperative activity under this agreement shall be made available to the international scientific community through customary channels and in accordance with customary scientific procedures.

#### ARTICLE XII

This Agreement shall enter into force on the date of an exchange of written notifications through diplomatic channels that the Parties have fulfilled all necessary and procedural requirements for this agreement to enter into force.

This Agreement shall remain in force for five years, unless terminated earlier by either Party upon six months' written notice to the other Party. In the event of termination of this Agreement, arrangements will be made for completion of activities already underway and for the disposition of undisbursed funds.

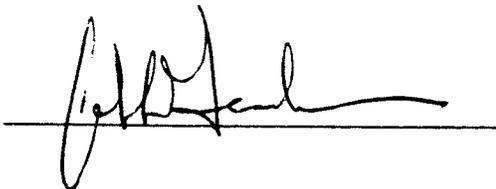
This Agreement may be modified or extended by mutual written agreement of the two Parties.

ARTICLE XIII

This Agreement supersedes and terminates the Agreement between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia on Scientific and Technological Cooperation, signed on April 2, 1980.

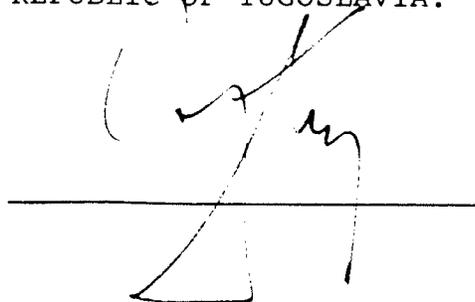
Done at Belgrade this 27th day of June 1988, in duplicate, each in English and Serbo-Croatian language, both equally authentic.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:



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FOR THE FEDERAL EXECUTIVE  
COUNCIL OF THE ASSEMBLY OF  
THE SOCIALIST FEDERAL  
REPUBLIC OF YUGOSLAVIA:



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