

**COOPERATION AGREEMENT
BETWEEN
THE STANDARDIZATION ORGANIZATION
FOR THE GULF COOPERATION COUNCIL COUNTRIES
AND
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
OF THE DEPARTMENT OF COMMERCE
OF THE UNITED STATES OF AMERICA**

**CONCERNING TECHNICAL COOPERATION ON
MEASUREMENTS AND STANDARDS**

Article I. Scope and Objectives

The National Institute of Standards and Technology of the Department of Commerce of the United States of America (hereinafter referred to as NIST) and the Standardization Organization for the Gulf Cooperation Council Countries (GCC) (hereinafter referred to as GSO) hereby agree to cooperate in measurements and standards.

The purpose of this Cooperation Agreement (hereinafter referred to as "Agreement") is to provide a mechanism for the exchange of scientific and technical knowledge and for cooperation with respect to measurement sciences by NIST and GSO (hereinafter referred to as "the Parties").

This Agreement is a statement of intent to facilitate the exchange of scientific and technical knowledge between the Parties. It is an agreement in principle and is not intended to be legally binding upon the parties to the Agreement.

Article II. Areas and Forms Cooperation

The Parties intend to support cooperation in the fields of measurements and standards, and related technical information. Cooperation may include the following:

1. Joint or cooperative programs and projects of mutual benefit in measurements and standards.
2. Mutual cooperation in international and regional organizations.
3. GSO and NIST, as a representative of the Interamerican System of Metrology (SIM), will identify opportunities for cooperation between both regional organizations.

Article III. Financial Resource Considerations

Cooperative activities under this Agreement shall be subject to the availability of fiscal and human resources. Neither party is required to obligate funds under this Agreement.

Article IV. Responsibility for Transmitting Information

Information transmitted by one Party under this Agreement should be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use of, or the application by, the receiving party or any third Party.

Article V. Point of Contact

Each Party will designate a Point of Contact who shall be responsible for communications regarding administrative and liaison questions. This is not intended to inhibit in any way direct communication between cooperating scientists and engineers and the resident advisor/technical coordinator on technical matters.

The Director of the Office of International and Academic Affairs at NIST and the Director of Standards at GSO shall be the initial points of contact. Either may be changed by written notice by one party to the other.

Article VI. Intellectual Property

- A. **Background Inventions.** No rights to Background Inventions are conveyed by this Agreement.
- B. **Copyrights.** Pursuant to Section 105 of title 17 of the United States Code, data prepared by NIST employees, and data prepared jointly by NIST employees and Collaborator employees, are not subject to copyright in the United States. This agreement does not otherwise affect the ability of either party to obtain copyright in their respective works or joint copyright in jointly created works.
- C. **Publication.** The parties are encouraged to make publicly available the results of their research.
- D. **Agreement Inventions.**
 - 1. Ownership and licensing rights to inventions created under this agreement, if any, should be determined at the time the invention is made and in accordance with laws, regulations and treaties applicable to the owning party(ies). Inventions created solely by employees of one party shall be owned by that party. Inventions jointly created by employees of both parties shall be jointly owned by the parties.

2. Patent Applications. Each party may file patent applications on their respective inventions. The parties should coordinate filing of patent applications on jointly owned inventions.
3. Licensing. The parties should coordinate the commercial licensing of jointly owned inventions.

Article VII. Entry into Force, Termination and Renewal

This Agreement is effective from the date of full execution for a period of five (5) years, unless terminated earlier by either Participant.

This Agreement may be amended or extended by written agreement of the participants.

Article VIII. Non-Binding

This Agreement is a statement of intent and is not legally binding upon the Parties. This Agreement shall not create legally enforceable rights and cannot be the basis of any legal claim between the Parties to this Agreement.

Done in duplicate in the English language:

FOR THE STANDARDIZATION
ORGANIZATION FOR THE
GULF COOPERATION COUNCIL
COUNTRIES

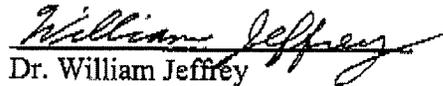


Dr. Rashid Bin Fahad
Secretary General

19/10/05

Date

FOR THE NATIONAL INSTITUTE OF
STANDARDS AND TECHNOLOGY OF
THE DEPARTMENT OF COMMERCE OF
THE UNITED STATES OF AMERICA



Dr. William Jeffrey
Director

30 September 2005

Date