

AGREEMENT
BETWEEN
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
OF THE DEPARTMENT OF COMMERCE
OF THE UNITED STATES OF AMERICA
AND
THE CSIR, OF THE REPUBLIC OF SOUTH AFRICA,
A BODY CORPORATE ESTABLISHED IN TERMS
OF THE SCIENTIFIC RESEARCH COUNCIL ACT, 1988
CONCERNING TECHNICAL COOPERATION IN CHEMISTRY, PHYSICS,
AND ENGINEERING MEASUREMENT SCIENCES

Article I. Scope and Objectives

A. In order to provide a mechanism for scientific and technical cooperation in chemistry, physics and engineering measurement sciences, the National Institute of Standards and Technology (NIST) and the CSIR, a Body Corporate established in terms of the Scientific Research Council Act, 1988 hereby agree to pursue scientific and technical cooperation in chemistry, physics and engineering measurement sciences in accordance with this Agreement.

B. The purpose of this Agreement is to provide a framework for the exchange of scientific and technical knowledge, services and the augmentation of scientific and technical capabilities of NIST and of the CSIR, (hereinafter referred to as the "Parties") with respect to chemistry, physics and engineering measurement sciences.

Article II. Cooperative Activities

A. Forms of cooperative activities under this Agreement may consist of exchanges of technical information, reference data and materials, calibrations, and standards; exchange visits; cooperative research between scientists of the Parties engaged in research disciplines of mutual interest within the scope of programs of the Parties; technical assistance; and other forms of cooperative activities as are mutually agreed upon.

B. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

1. Assignments of long-term guest researchers to each Parties' laboratories for periods not less than 3 months nor more than 2 years;
2. Assignments of short-term guest researchers to each Parties' laboratories for periods not more than 3 months;
3. Research stays by CSIR scientists and engineers at NIST, under the NIST Guest Researcher Program. The general terms for this program are specified in Appendix 1;
4. Cooperative research projects carried out partially in each institution, including cooperation in the mutual development and exchange of Standard Reference Materials and Data;
5. Interacting on the conformance of national measurement standards;
6. Calibrations of special instruments or standards on behalf of the other Party, in cases where one Party has unique capabilities;
7. Participation in seminars, workshops and training courses in each other's laboratories;
8. Exchange of publications;
9. Cooperative research and development projects in construction and housing, manufacturing, and materials technology carried out partially in each institution;
10. Participation in standards related measures and conformity assessment;
11. Other activities as may be agreed.

Article III. Source of Funding

Research activities under this Agreement are subject to and dependent upon the availability of funds and personnel to the Parties. The receiving-side will pay for facilities, supplies, and other research costs except for those which are required only to meet a Guest Researcher's special needs. The sending-side will continue normal support of the exchange scientists, including base salary and fringe benefits. In most cases, any subsistence allowance provided to compensate for differential costs of living will be provided by the sending-side. However, the receiving-side may, based on its availability of funds, provide a portion of the subsistence allowance.

Article IV. Intellectual Property

A. The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement. The Parties agree to notify one another in a timely fashion of any intellectual property rights arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Article.

B. For purposes of this Agreement, "intellectual property" shall refer to any invention patentable under Title 35, United States Code, or any patent on such an invention or any invention or creative work subject to the meaning found in Article 2 of the Convention establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

C. Royalties. The Parties shall, from the royalty income derived by it from the licensing of intellectual property be obliged to give just recognition to their employees participating under this Agreement and named as an inventor in regard to such intellectual property.

D. Disposition of Rights.

1. Joint Inventions. The rights and interest in intellectual property created during joint research, shall be owned by the Parties in equal shares.

2. Sole Inventions. For inventions developed solely by each respective Party, each Party shall retain title to any invention of its employees.

3. Copyright Protection. Copyright protection within the United States is not available for any work of the United States Government, which includes any works prepared by United States Government employees/researchers under this Agreement. NIST may own copyright in such works outside of the United States. In such cases, each Party shall be entitled to a nonexclusive, irrevocable, royalty-free license in all countries to translate, reproduce and publicly distribute scientific and technical journal articles, reports and books directly arising from cooperation under this Agreement.

E. Business-Confidential Information. In the event that information identified in a timely fashion as "business-confidential" is furnished or created under this Agreement, each Party and its participating entities shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be deemed to be "business-confidential" if: (1) 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; (2) the information is not generally known or publicly available from other sources; and (3) the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

Article V. Disclaimer

Information transmitted by one Party to the other Party under this Agreement shall 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 application by the receiving Party or any third Party.

Article VI. Planning and Review of Activities

A. Upon entry into force of this Agreement, the Parties shall name representatives who, at times mutually established by the Parties, shall plan and review activities under this Agreement and use their best abilities to mitigate disputes, if any.

B. The point of contact for implementation of these activities for NIST shall be the NIST Office of the Director for International and Academic Affairs and for CSIR shall be the Office of International Relations and Market Development Unit or other offices identified in writing.

Article VII. Project Annexes

Any activity carried out under this Agreement shall be agreed upon by the Parties in writing and shall be subject to further arrangements in accordance with the laws and procedures of the United States and South Africa. Whenever more than the exchange of technical information or exchange visits of individuals is planned to take place, such activity shall be described in an Annex to this Agreement which shall set forth as appropriate to the activity, a work plan, staffing requirements, cost estimates, funding source, and other undertakings, obligations, or conditions not included in this Agreement.

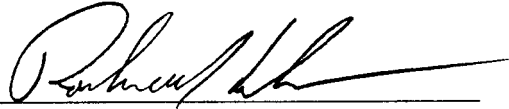
In case of any inconsistency between the terms of this Agreement and the terms of an Annex hereto, the terms of this Agreement shall be controlling.

Article VIII. Entry into Force and Termination

This Agreement shall become binding upon signature by the Parties and remain binding for five (5) years, unless terminated earlier by either Party upon ninety (90) day's written notice to the other Party. This Agreement may be modified or extended by written agreement of the Parties. The termination of this Agreement shall not affect the validity or duration of projects under this Agreement that are initiated prior to such termination.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

DONE at Gaithersburg, on the 23rd day of July 1996, in the English language.



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



FOR THE CSIR
OF THE REPUBLIC OF SOUTH
AFRICA:

APPENDIX I

GUEST RESEARCHER PROGRAM AT THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

The National Institute of Standards and Technology, hereinafter referred to as NIST, agrees to supervise and administer on behalf of the CSIR, hereinafter referred to as the Sponsor, Guest Researcher Programs relating to the measurement science and technology subjects having the objectives and comprising the work described in a Guest Researcher Program Authorization Letter to be prepared by NIST and the Sponsor for each programme. Each such Program Authorization Letter shall reference this Appendix and shall be in accordance with Item (2) below.

NIST activities which complement each program shall be specified in each Guest Research Program Authorization Letter.

THE SPONSOR commits themselves only in terms of liabilities incurred individually.

THE SPONSOR AND NIST AGREE THAT:

1. The Program shall be conducted on the schedule specified in each instance, subject to extension by mutual agreement of the Parties hereto, and to the provisions of Items 3, 5, and 6 below.
2. NIST shall be the supervising agency, both administrative and scientific, for the Guest Researcher Programs. A NIST supervisor shall be designated for each project.
3. The scientific and technical project of the Guest Researchers shall be reviewed at least semiannually by the Parties to this Agreement, and more frequently if deemed advisable by either Party. Such review shall precede approval of the work program for each succeeding period.

The Sponsor shall designate an individual to represent the Sponsor in these reviews.

4. The Sponsor shall designate the individual(s) to serve as Guest Researcher(s) for each project. The provisions applying to Guest Researchers as this term is used in the following items of this Agreement shall also apply to members of their supporting staff while serving at NIST as employees of the Sponsor.
5. While it shall be the privilege and responsibility of the Sponsor to select the Guest Researchers, they shall also be acceptable to NIST. The Sponsor and NIST each reserve the right to terminate the association with this Program of any individual Guest

Researcher by providing notice in writing to the other Party.

6. The Sponsor and NIST each reserve the right to terminate this Program by providing at least sixty (60) days notice in writing to the other Party.
7. Remuneration to the Guest Researcher(s) for travel and related expenditures shall be provided directly by the Sponsor.
8. The Sponsor shall reimburse NIST for the cost of special supplies, special material, computation, technician assistance, and/or other special services provided the Guest Researcher(s) by NIST in connection with the program covered by each Guest Researcher Program Authorization Letter in the terms thereof. The sponsor shall reimburse NIST for any subsistence allowance provided to researchers to offset differential costs of living, if and when the allowance has been previously authorized by the sponsor.

Charges for special supplies and/or services shall require the approval of the Guest Researcher and the NIST Supervisor for each Program as designated in the pertinent Authorization Letter. Such charges shall not exceed the amount specified for each programme without prior approval of the Sponsor. Upon completion of each program, outstanding charges shall be billed to the Sponsor to cover such cost.

All equipment, materials, instruments, and supplies purchased during the term of this Agreement shall be considered and remain at all times the property of the Party with whose resources they were purchased. Special equipment and instruments obtained by the Sponsor from sources external to NIST and provided by the Sponsor to NIST for use in connection with the programmes covered by this Agreement will be returned to the Sponsor at the Sponsor's expense and risk as soon as practicable after termination of this Agreement or, as applicable and upon written request after termination of the specific project. The Sponsor agrees to assume full responsibility for maintenance of such equipment and instruments.

9. Guest Researchers shall pursue their activities at NIST on the work schedule that applies to NIST employees unless otherwise specified in the Guest Researcher Program Authorization Letter, and under the government security and conduct regulations that apply to NIST employees. Guest Researchers shall conform to the requirements of the Department of Commerce Administrative Order 202-735 and 202-735-A, as amended, hereby made part of this Agreement, to the extent that these Orders prohibit private business activity or interest incompatible with the best interests of the Department.

10. Work completed by Guest Researchers shall be made available to the public under the same conditions as work performed by NIST employees. NIST publications shall be available as media through which work of Guest Researchers can be reported and published. Work under this Agreement may be used by the Parties freely, for which they shall henceforth grant free reciprocal licenses.
11. Should inventions or patents result from the Program covered by this Agreement, they shall be acknowledged as inventions or patents, as applicable, or their makers, on the understanding that there shall be reserved to the Parties a non-exclusive royalty free license to practice any invention that results from the Program covered by this Agreement.
12. All Guest Researchers coming to NIST shall be required to obtain Health and/or Medical Insurance to cover the duration of their stay at NIST.
13. Guest Researchers are not employees of NIST. The Sponsor may be held accountable for loss of or damage to US Government property (other than that resulting from normal wear and tear) occasioned by the Guest Researchers. The Sponsor and NIST agree to supply all records which may have a bearing on any claim and to cooperate in any reasonable way toward the disposition of any claim which may arise hereunder.