

AGREEMENT
BETWEEN THE
U.S. GEOLOGICAL SURVEY
DEPARTMENT OF THE INTERIOR
UNITED STATES OF AMERICA
AND THE
MINISTRY OF ENERGY AND MINES
REPUBLIC OF PERU
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION IN THE
EARTH AND MAPPING SCIENCES

Article I. Scope and Objectives

With the mutual intent to strengthen the ties of cooperation and friendship, the United States Geological Survey of the Department of the Interior (hereinafter referred to as the "USGS") and the Ministry of Energy and Mines of the Republic of Peru (hereinafter referred to as the "Ministry"), hereby agree to pursue scientific and technical cooperation in the geological, hydrological, and mapping sciences in accordance with this Agreement.

The purpose of this Agreement is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the USGS and the Ministry (hereinafter referred to as the "Parties") with respect to the geological, hydrological, and mapping sciences.

(Handwritten mark)

For cooperation requested by the Ministry that extends into subjects outside the scope of the USGS, the USGS may, with the consent of the Ministry and to the extent compatible with United States laws and policies, endeavor to enlist the participation of other United States departments and agencies.

The Ministry may, with the consent of the USGS, include the participation of other departments and agencies of the Republic of Peru in the development of activities within the scope of this Agreement.

Article II. Cooperative Activities

Forms of cooperation under this Agreement may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research disciplines of mutual interest within the scope of programs of the Parties, and other forms of cooperative activities as are mutually agreed. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

Mineral resource investigations

Regional geologic mapping

Geochemistry

Hydrologic investigations

Topographic and cadastral mapping

Geologic hazards

Publications, Libraries and information systems in general.

All activities are subject to applicable laws and policies of the United States of America and the Republic of Peru.

SR

Article III. Source of Funding

Cooperative activities under this Agreement will be subject to and dependent upon the financial support and manpower available to the Parties. The terms of financing will be agreed upon by the Parties in writing before the commencement of each activity.

Article IV. Intellectual Property

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Agreement, and provisions for the protection of classified information and unclassified export-controlled information or equipment, are set forth respectively in Annexes I and II, which constitute integral parts of this Agreement.

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 this information transmitted for any particular use or applicability by the receiving Party or by any third Party.

Article VI. Planning and Review of Activities

Upon entry into force of this Agreement, the Parties will designate representatives who, at times mutually established by the Parties, will review the activities under this Agreement.

Handwritten mark

Article VII. Project Annexes

Any activity carried out under this Agreement shall be agreed upon by the Parties in writing, subject to arrangements in accordance with the laws and policies of the United States of America and the Republic of Peru. 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 the 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 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 enter into force upon signature by both Parties. It may be modified by mutual written agreement, and may be terminated at any time by either Party upon ninety (90) days written notice to the other Party. The termination of this Agreement shall not affect the validity or duration of the projects under this Agreement that are initiated prior to such termination.

END

Done at Lima, Peru, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE:

U.S. GEOLOGICAL SURVEY
DEPARTMENT OF THE INTERIOR
UNITED STATES OF AMERICA


Signature

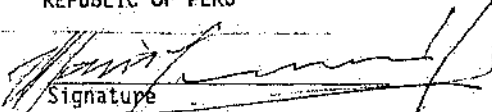
Jerrold Mark Dion
Name

Charge D'Affaires
Title

July 19, 1990
Date

FOR THE:

MINISTRY OF ENERGY AND MINES
REPUBLIC OF PERU


Signature

Mario Samame Boggio
Name

Minister of Energy and Mines
Title

July 19, 1990
Date

Handwritten mark

ANNEX I

INTELLECTUAL PROPERTY

I. GENERAL

- A. For purposes of this Agreement, "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.
- B. The Parties shall ensure adequate and effective protection for intellectual property created or furnished in the course of cooperation under this Agreement and relevant project annexes and other implementing arrangements thereunder.

II. COPYRIGHTS

- A. The Parties shall take all steps in accordance with their national laws appropriate to secure copyright to works created in the course of scientific and technological cooperation under this Agreement.
- B. Between a Party and its nationals, the ownership of rights and interests in copyrights shall be determined in accordance with that Party's national laws and practices.
- C. In the case of scientific and technical articles, reports, and books created under this Agreement, each Party shall enjoy in its own territory a nonexclusive, irrevocable, royalty-free license to translate, reproduce, and publicly distribute copies of such works and to authorize others to do so in that Party's own territory. Each Party is entitled to a similar license in third countries upon request. 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.
- D. With respect to other copyrighted works, including computer programs or software, the following provisions shall apply to the allocation of rights under this Agreement, except as may otherwise be provided in project annexes or other implementing arrangements:

100

1. If a work is created by the personnel of one Party while assigned to the other Party ("the Receiving Party") in the course of cooperative activity that involves only the visit or exchange of such personnel, the Receiving Party shall enjoy in the territory of each Party and in third countries a royalty-free, irrevocable, exclusive license to all rights in such work created during the course of such cooperation.

2. If a work is created during the course of a joint research project with an agreed scope of work, each Party shall enjoy in its own territory a royalty-free, irrevocable, exclusive license to all rights in such work, and the Party in whose territory the work was created has the first option to sublicense such rights in third countries.

E. A Party receiving rights under this Agreement to copyrighted works which contain business-confidential information shall also protect such information in accordance with Article IV of this Annex.

III. INVENTIONS

A. For purposes of this Annex, "Invention" means any invention made in the course of a program of cooperative activity under this Agreement, project annexes, or other implementing arrangements thereunder which is or may be patentable or otherwise protectable under the laws of the United States of America, Peru, or any third country. An invention "made" means one conceived or for which an application for patent or other title of protection has been filed or which has otherwise been reduced to practice.

B. Between a Party and its nationals, the ownership of rights and interests in inventions shall be determined in accordance with that Party's national laws and practices.

C. As between the Parties, unless otherwise specifically provided in applicable project annexes or other implementing arrangement, the Parties shall take appropriate steps to implement the following:

1. If the invention is made in the course of a program of cooperative activity that involves only the transfer or exchange of information between the Parties, such as by joint meetings, seminars, or the exchange of technical reports or papers:

20

a. the Party whose personnel makes the invention ("the Inventing Party") has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries; and

b. in any country where the Inventing Party decides not to obtain such rights and interests, the other Party has the right to do so.

2. If the invention is made by personnel of one Party ("the Assigning Party") while assigned to the other Party ("the Receiving Party") in the course of a program of cooperative activity that involves only the visit or exchange of scientific and technical personnel:

a. the Receiving Party has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries; and

b. in any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party has the right to do so.

3. For other forms of cooperative activity, such as joint research projects with an agreed scope of work, each Party in its own country has the right to obtain all rights and interests in any invention made as a result of such cooperation, whereas the Party in whose country the invention was made has first option to secure legal protection of that invention in third countries, as well as the right to license or transfer such rights and interests in third countries.

D. Notwithstanding the foregoing, if an invention is of a type for which exclusive rights are available under the laws of one Party but not of the other Party, the Party whose laws provide for such rights shall be entitled to an assignment of all such rights worldwide.

240

E. The Parties shall disclose to one another inventions made in the course of a program of cooperative activity, and furnish to one another any documentation and information necessary to enable them to secure any rights to which they may be entitled. The Parties may ask one another in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting their respective rights related to inventions. Unless otherwise agreed in writing, such restriction shall not exceed a period of six months from the date of communication of such information. Communication shall be through the Parties to the applicable implementing arrangements.

IV. BUSINESS-CONFIDENTIAL INFORMATION

A. In the event that business-confidential information is furnished or created in the course of cooperative activity under this Agreement, the Parties shall give full protection to such information in accordance with their respective laws, regulations, and administrative practices.

B. For purposes of this Annex, "business-confidential information" means information of a confidential nature which meets all of the following conditions:

1. it is of a type customarily held in confidence for commercial reasons;
2. it is not generally known or publicly available from other sources;
3. it has not been previously made available by the owner to others without an obligation concerning its confidentiality; and
4. it is not already in the possession of the recipient Party without an obligation concerning its confidentiality.

C. Any information to be protected as "business-confidential information" shall be appropriately identified by the Party furnishing such information or asserting that it is to be protected, except as otherwise provided in the Parties' laws, regulations, and administrative practices. Subject to the aforesaid laws, regulations, and administrative practices, information not identified as business-confidential need not be protected, except that a Party may notify the other Party in writing, within a reasonable period of time after furnishing or transferring such information, that such information is business-confidential under the laws, regulations, and administrative practices of its country. Such information will thereafter be protected in accordance with paragraph A above.

Handwritten mark

V. OTHER FORMS OF INTELLECTUAL PROPERTY

"Other forms of intellectual property" means any intellectual property other than inventions and works of authorship and includes, for example, mask works.

Rights to other forms of intellectual property shall be determined in the same manner as for inventions. If an intellectual property created in the course of cooperative activity under this Agreement is of a type for which protection is available under the laws of one Party but not of the other Party, the Party whose laws provide for such protection shall be entitled to an assignment of all such rights worldwide.

VI. MISCELLANEOUS

A. Each Party shall take all necessary and appropriate steps to provide for the cooperation of its authors, inventors, and discoverers which is required to carry out the provisions of this Annex.

B. Each Party shall assume the responsibility to pay to its nationals such awards or compensation as may be in accordance with its laws and regulations. This Annex does not create any entitlement or prejudice any right or interest of the author or inventor to an award or compensation for his or her work or invention.


C. Intellectual property disputes arising under this Agreement should be resolved, if possible, through discussions between the concerned participants. If the participants cannot resolve such disputes, they shall be settled through consultations between the Parties or their designees.

VII. EFFECT OF TERMINATION OR EXPIRATION

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

VIII. APPLICABILITY

This Annex is applicable to any implementing arrangements or cooperative activities under this Agreement, except as otherwise specifically provided for in individual implementing arrangements.



ANNEX II

SECURITY OBLIGATIONS

I. PROTECTION OF INFORMATION

Both Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult concerning the need for and level of appropriate protection to be accorded such information or equipment.

II. TECHNOLOGY TRANSFER

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party to prevent the unauthorized transfer or retransfer of such information or equipment provided or produced under this Agreement. If either Party deems necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing arrangements.

