

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
OF THE DEPARTMENT OF COMMERCE
OF THE UNITED STATES OF AMERICA
AND
THE NATIONAL INSTITUTE FOR INDUSTRIAL TECHNOLOGY
OF THE SECRETARIAT OF INDUSTRY, COMMERCE, AND MINING
OF THE ARGENTINE REPUBLIC

CONCERNING SCIENTIFIC AND TECHNICAL COOPERATION IN CHEMISTRY, PHYSICS,
AND ENGINEERING MEASUREMENT SCIENCES

The National Institute of Standards and Technology (NIST) of the Department of Commerce of the United States of America, located in Gaithersburg, Maryland, and the National Institute for Industrial Technology (INTI) of the Secretariat of Industry, Commerce, and Mining, of the Argentine Republic, located at 1067 Leandro N. Alem, 7^o Floor, City of Buenos Aires, Argentina, (hereinafter referred to as the "parties"), hereby agree as follows:

Article I. Scope and Objectives

A. The purpose of this Memorandum of Understanding (hereinafter referred to as the "Memorandum") 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 INTI with respect to the chemistry, physics, and engineering measurement sciences.

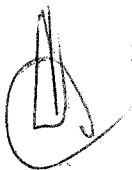
B. This Memorandum is being implemented within the framework provided by the Agreement for Scientific and Technical Cooperation between the Government of the United States of America and the Government of the Argentine Republic signed April 7, 1972, which entered into force August 11, 1972.

Article II. Cooperative Activities

A. Forms of cooperative activities under this Memorandum 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 scientists to each parties' laboratories for periods not less than 3 months nor more than 2 years;
2. Assignments of short term guest scientists to each parties' laboratories for periods not more than 3 months;
3. Research stays by INTI scientists and engineers at NIST, under the NIST Guest Researcher Program;



4. Cooperative research projects carried out partially in each institution;
5. Mutual development of Standard Reference Materials;
6. Intercomparisons of national standards through existing regional and multilateral fora;
7. Participation in seminars, workshops and training courses in each other's laboratories;
8. Exchange of publications;
9. Cooperation in design and construction of new metrology laboratories; and
10. Other activities as may be agreed, such as those relating to an economic or social impact.

Article III. Source of Funding

All research activities under this Memorandum 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 or all of the subsistence allowance if doing otherwise would prevent the exchange from occurring.

Article IV. Intellectual Property

A. For purposes of this Agreement, "intellectual property" shall refer to the meaning found in Article 2 viii) of the Convention establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

B. Disposition of Intellectual Property Rights

1. Joint inventions. The rights and interest in intellectual property created during joint research shall be owned in equal shares by the parties jointly creating such intellectual property.
2. Sole Inventions. Inventions developed solely by a Party shall be owned by that respective Party. Each party shall retain title to any invention of its employees.
3. Copyrights. Copyright protection within the United States is not available for any work of the United States Government, which includes works prepared by United States Government employees working under this Agreement. This will not preclude copyrights available for the INTI within the United States for the joint works arising from cooperation under this Agreement, nor will it preclude the copyrights available for NIST outside the United States. Each party shall have a nonexclusive, 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.



C. **Business Confidential Information.** 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, and 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. Each party shall, to the extent permitted by laws and regulations to which the parties are subject, use reasonable efforts to retain as confidential for a period of two (2) years any business confidential information disclosed to it under this Memorandum by the other party to this Memorandum. The disclosing party shall place a "Business Confidential Information Notice" on all information it delivers to the other party which the disclosing party asserts is business confidential. The parties agree that neither party shall be liable for the disclosure of information designated as business confidential when such disclosure is required by law or court order applicable to the receiving party.

Article V. Disclaimer

Information transmitted by one party to the other party under this Memorandum 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. The parties will name representatives who, at times mutually established by the parties, shall plan and review activities under this Memorandum and use their best abilities to resolve differences, if any.

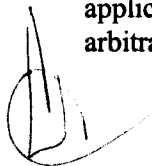
B. The point of contact for implementation of these activities for NIST shall be the NIST Office of the Director for International and Academic Affairs and for INTI shall be the Office of the President or other offices notified in writing.

Article VII. Security Obligations

Security obligations concerning cooperative activities under this Memorandum will be handled as detailed in Annex I, which is considered an integral part of this Memorandum.

Article VIII. Settlement of Disputes

Disputes arising under this Memorandum should be resolved through discussions between the concerned participating institution or, if necessary, the parties or their designees. Upon mutual agreement of the parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with applicable rules of international law. Unless the parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.



Article IX. Project Annexes

Any activity carried out under this Memorandum 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 of Argentina. Whenever more than the exchange of technical information or exchange visits of individuals is planned to take place, such activities shall be described in an Annex to this Memorandum which shall set forth a work plan, staffing requirements, cost estimates, funding source, and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and the terms of an Annex hereto, the terms of this Memorandum shall be controlling.

Article X. Entry into Force and Termination

A. This Memorandum shall enter into force upon an exchange of notes in which the parties have notified each other that they have completed their internal processes necessary to bring this Memorandum into force. Upon signature, the parties shall provisionally apply the Memorandum. It shall remain in force for five years and shall be automatically renewed for five-year periods.

B. Either party may terminate the Memorandum upon six months' written notice to the other party.

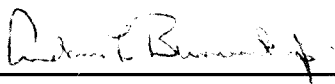
C. The Memorandum may be amended by written agreement of the parties.

D. The termination or expiration of this Memorandum shall not affect the carrying out of any cooperative activity undertaken under this Memorandum and not fully executed at the time of the expiration of this Memorandum.

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

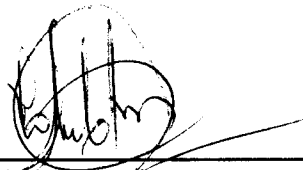
DONE at Gaithersburg, Maryland, this 12th day of September 2002, and at Buenos Aires, this 14th day of September 2002, in duplicate, in the English and Spanish, each text being equally authentic.

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



Dr. Arden L. Bement, Jr.
Director

FOR THE NATIONAL
INSTITUTE FOR INDUSTRIAL
TECHNOLOGY OF THE
SECRETARIAT OF INDUSTRY,
COMMERCE, AND MINING,
OF THE ARGENTINE REPUBLIC:



Ing. Carlos Alberto Leone
President

ANNEX I

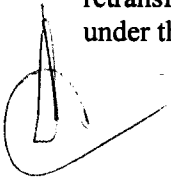
SECURITY OBLIGATIONS

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 applicable national laws and regulations shall be provided under this Memorandum. In the event that information or equipment that is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this Memorandum, 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 export-controlled information and equipment between the parties under this Memorandum shall be in accordance with the relevant laws and regulations of each party to prevent the unauthorized transfer or retransfer of such information and equipment provided or produced under this Memorandum. 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 Project Annexes under this Agreement.

A handwritten signature or set of initials, possibly 'A. J.', written in dark ink. The signature is located to the left of the text in the second section.