

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE KINGDOM OF MOROCCO
ON SCIENCE AND TECHNOLOGY COOPERATION

The Government of the United States of America and the Government of Kingdom of Morocco (hereinafter referred to as the “Parties”),

Realizing that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology of both countries, as well as mankind;

Sharing responsibilities for contributing to the world’s future prosperity and well being, desiring to make further efforts to strengthen their respective national research and development policies;

Considering scientific and technical cooperation is an important condition for the development of national economies and a basis for expanded trade;

Intending to strengthen their economic cooperation through specific and advanced technology applications; and

Wishing to establish dynamic and effective international cooperation between scientific organizations and individual scientists in the two countries and the other countries of the Maghreb (Algeria and Tunisia);

Have agreed as follows:

ARTICLE I

1. The purposes of the Agreement Between the Government of the United States of America and the Government of the Kingdom of Morocco on Science and Technology Cooperation (“Agreement”) are to strengthen scientific and technological capabilities of the Parties, to broaden and expand relations between the extensive scientific and technological communities of both countries and the countries of the Maghreb (Algeria and Tunisia), upon their consent, and to promote scientific and technological cooperation in areas of mutual benefit for peaceful purposes.

2. The principal objectives of this cooperation are to provide opportunities to exchange ideas, information, skills, and techniques, and to collaborate on scientific and technological projects of mutual interest.

ARTICLE II

1. The Parties shall encourage cooperation in scientific and technological areas of mutual interest through exchanges of scientific and technical information; exchanges of scientists and technical experts; the convening of joint seminars and meetings; training of scientists and technical experts; the conduct of joint research projects; educational exchanges related to science, technology; establishment of science-based public-private partnerships; and other forms of scientific and technological cooperation as may be mutually agreed upon.

2. Cooperation under the Agreement shall be based on shared responsibilities and contributions and benefits, in accordance with the terms to be agreed upon by the Parties for each project.

3. Priority will be given to collaborations which can advance common goals in science and technology; support partnerships between public and private research institutions and industry, touching on the full spectrum of science and technology issues, such as promotion of science-based decision-making, environmental and biodiversity protection, integrated watershed management, marine research, meteorology, seismology, agriculture, energy, space, health issues, biotechnology, information and communication technologies, science and technology education, and science, technology and engineering for sustainable development, and human and social sciences.

ARTICLE III

1. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation between government agencies, universities, research centers, institutions, private sector companies and other entities of the two countries and, where appropriate, of the Maghreb countries (Algeria and Tunisia).

2. The Government agencies and designated entities of the Parties may conclude under the Agreement implementing agreements or arrangements, as appropriate, in specific areas of science and technology. These implementing agreements or arrangements shall cover, as appropriate, topics of cooperation, procedures for transfer and use of materials, equipment and funds, and other relevant issues.

3. The Agreement is without prejudice to other science and technology agreements and arrangements between the United States and the Kingdom of Morocco.

ARTICLE IV

Cooperative activities under the Agreement shall be conducted in accordance with the applicable laws, regulations, and procedures in both countries and shall be subject to the availability of funds and personnel. This Agreement does not constitute any obligation of funds by either Party.

ARTICLE V

Scientists, technical experts, government agencies and institutions of the countries of the Maghreb (Algeria and Tunisia) or other third countries or international organizations may, in appropriate cases, be invited by agreement of the Parties to participate at their own expense, unless otherwise agreed, in projects and programs being carried out under the Agreement.

ARTICLE VI

1. The Parties agree to consult periodically and at the request of either Party concerning the implementation of the Agreement and the development of their cooperation in science and technology.

2. The Executive Agent for the United States shall be the Department of State; and for the Kingdom of Morocco, the government authority in charge of scientific research. The Executive Agent shall conduct administrative affairs and, as appropriate, provide oversight, guidance and coordination of activities under the Agreement.

3. Each Party shall further designate a Point of Contact for notification and approval for marine and research vessel clearances and expeditiously act upon such requests recognizing that such activities substantially advance scientific knowledge.

ARTICLE VII

1. Scientific and technological information of a non-proprietary nature resulting from cooperative activities under the Agreement, other than information which is not disclosed for commercial or industrial reasons, may be made available, unless otherwise agreed, to the world scientific community through customary channels and in accordance with domestic laws and normal procedures of the participating

agencies and entities. No warranty of suitability of information exchanged under the Agreement is implied or given.

2. The treatment of intellectual property created or furnished in the course of cooperative activities under the Agreement is provided for in Annex I, which shall apply to all activities conducted under the auspices of the Agreement unless agreed otherwise by the Parties or their designees in writing.

3. Intellectual property created in the course of cooperative activities under Article V (Third Country Participation) of the Agreement shall be allocated pursuant to an intellectual property management plan developed and agreed to by the countries involved. The plan shall be developed either prior to the start of their cooperation or within a reasonable period of time period thereafter and shall consider the relative contributions of the countries and their participants, the benefits of licensing by territory or for fields of use, requirements imposed by the countries' domestic laws, and other factors deemed appropriate.

4. The treatment of security arrangements for sensitive information or equipment and unclassified export-controlled information or equipment transferred under the Agreement is provided for in Annex II, which shall apply to all activities conducted under the auspices of the Agreement unless agreed otherwise by the Parties or their designees in writing.

ARTICLE VIII

1. Each Party shall facilitate, in accordance with its laws and regulations, entry into and exit from its territory of appropriate personnel and equipment of the other Party, engaged in or used in projects and programs under the Agreement.

2. Each Party shall facilitate, as appropriate and in accordance with its laws and regulations, prompt and efficient access of persons of the other Party, participating in cooperative activities under this Agreement, to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists and researchers through the institutions to which they belong to carry out those activities.

3. Commodities provided and services rendered in the form of a gift by the U.S. under the present Agreement to the State, local Collectivities, public establishments and associations recognized of being of public benefit, shall be exempt from Value Added Taxes (VAT) and importation duties, under Moroccan law.

4. Commodities financed with U.S. assistance will not be provided under this Agreement to entities other than those listed in paragraph 3 above.

ARTICLE IX

In the event that differences arise between the Parties with regard to the interpretation or application of the provisions of the Agreement, the Parties shall resolve them by means of negotiations and consultations.

ARTICLE X

1. The Agreement shall enter into force on the date of the last notification by which the Parties have notified each other in writing that they have satisfied their legal requirements. It shall remain in force for a period of ten (10) years and may be extended for further ten-year periods, by written agreement of the Parties.

2. At the request of either Party, this Agreement may be amended by written agreement.

3. The Agreement may be terminated at any time by either Party upon three (3) months written notice to the other Party.

4. Termination of the Agreement shall not effect the implementation of any cooperative activity carried out under the Agreement and not completed upon termination of the Agreement.

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

DONE at (place), this (date) day of (month), (year), in duplicate, in the English, Arabic and French languages, each text being equally authentic.

For
the Government of the United
States of America

For
the Government of the Kingdom of
Morocco