

Recognizing that the two countries derive great benefits from their long and highly successful scientific and technological relationship;

Believing that the future prosperity and well-being of mankind depend upon the world's ability to generate new scientific knowledge and translate new discoveries into operational and applied technologies;

Affirming that the United States of America and Japan, sharing responsibilities in contributing to the world's future prosperity and well-being, should make further efforts to strengthen their respective national research and development policies;

Stressing the importance of sustaining long-term investments in basic research and creating dynamic research and development environments with a view to generating fundamental new knowledge, ensuring the protection of intellectual property rights so as to preserve the value of innovations derived from joint collaboration, providing for the smooth application of new technologies, and nurturing and expanding the next generation's human resources in science and technology;

Convinced that long-term mutually beneficial international science and technology collaboration is built upon long-lasting

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RESEARCH AND DEVELOPMENT

partnerships between scientists of different nationalities, performance of joint research and development at each other's facilities, education and training of each other's promising students, and publication of joint research and development results in international journals;

Affirming their commitment to equitable contributions and to comparable access to each nation's research and development systems;

Determined to strengthen the overall science and technology relationship based on the principles of shared responsibilities and mutual and equitable contributions and benefits, commensurate with the two nations' respective scientific and technological strengths and resources;

Affirming their commitment to further enhance cooperation in science and technology; and

Desiring to set forth the policy framework for the conduct of the overall science and technology relationship between the Parties and to strengthen that relationship for peaceful purposes;

Have agreed as follows:

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ARTICLE I

1. This Agreement establishes the policy framework for the overall science and technology relationship between the Parties, including collaboration in large-scale projects and major research and development initiatives. To strengthen that relationship, the Parties will conduct their science and technology relationship based on the principles of:

A. Shared responsibilities and mutual and equitable contributions and benefits, commensurate with the two nations' respective scientific and technological strengths and resources;

B. Comparable access to major government-sponsored or government-supported programs and facilities for visiting researchers, and comparable access to and exchange of information, in the field of scientific and technological research and development;

C. Adequate and effective protection and equitable distribution of intellectual property rights created in the course of collaboration and adequate and effective protection of intellectual property rights introduced in the course of collaboration;

D. Widest possible dissemination of information consistent with applicable national laws and regulations, including those related to security; and

E. Shared costs of collaboration taking into account their respective risks, benefits and management shares.

2. Under this policy framework, the Parties will discuss matters of importance in the field of science and technology, and policy issues related to the overall science and technology relationship between the two countries.

ARTICLE II

1. This Agreement also sets forth the principles and provisions for cooperative activities under this Agreement. Thereunder, the Parties will undertake cooperative activities for peaceful purposes in such areas of science and technology of national importance as may be mutually agreed.

2. The main areas and the forms of the cooperative activities under this Agreement are provided in Annex I, which is an integral part of this Agreement.

3. Implementing arrangements for the cooperative activities under this Agreement may be concluded between the Parties or their appropriate agencies to determine the specific terms of cooperation, in accordance with this Agreement.

4. A cooperative activity under this Agreement will be initiated by mutual agreement and should meet the following criteria:

A. Each party to that cooperative activity should possess strong complementary or counterbalancing research and development capabilities, adequate resource bases, and appropriate centers of excellence to engage in that cooperative activity;

B. The subject area of that cooperative activity should reflect an area of importance to both countries;

C. The results of that cooperative activity should be expected to contribute to an equitable distribution of benefits to each Party; and

D. That cooperative activity should have the potential to accelerate the rate of scientific and technological progress and to offer tangible contributions to the world's knowledge and technology base.

5. With regard to the cooperative activities under this Agreement, the Parties or their agencies, as appropriate, may allow the participation of researchers and organizations from all sectors of the research establishment, including universities, national laboratories, and the private sector.

6. The Parties or their agencies may include their respective major government-sponsored or government-supported research programs in the basic and applied research areas listed in Annex I as part of the cooperative activities under this Agreement when these programs and cooperative activities meet the criteria set forth in paragraph 4 of Article II.

7. This Article will be implemented subject to the applicable laws and regulations of each country.

ARTICLE III

1. This Agreement supersedes the previous Agreement. Implementing arrangements and cooperative activities undertaken under the previous Agreement are hereby incorporated under this Agreement, except that the Parties may agree that those arrangements and activities under the previous Agreement do not meet the criteria set forth in paragraph 4 of Article II will be placed under other bilateral agreements.

2. This Agreement does not otherwise legally modify existing bilateral science and technology arrangements between the Parties or their agencies. However, the Parties or their appropriate agencies may amend such arrangements, as may be agreed, in accordance with their relevant amendment procedures, to make them consistent with the policy framework of this Agreement.

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ARTICLE IV

With a view to strengthening the overall science and technology relationship on the basis of the principles set forth in paragraph 1 of Article I, the Parties will take those steps listed in Annex II, which is an integral part of this Agreement, and such other steps as may be mutually agreed.

ARTICLE V

1. The Parties will establish a Joint High Level Committee. The Joint High Level Committee will be co-chaired by the appropriate high-level representatives of both Parties. The U.S. chair will be the Science Advisor to the President. The Japanese chair will be the Minister for Foreign Affairs or his designee.
2. Meeting alternately in the United States of America and Japan, the Joint High Level Committee will serve as the annual forum for the Parties to review and discuss, under the policy framework of this Agreement, matters of importance in the field of science and technology and policy issues related to the overall science and technology relationship between the two countries, and the cooperative activities under this Agreement.
3. In this context, the Joint High Level Committee will submit an annual report to the Parties. The report will review

the operation of this Agreement, including an assessment of major developments with respect to the factors listed in Annex III, which is an integral part of this Agreement. The report will also set forth steps and new initiatives for the Parties to adopt for the next year, and, as necessary, policy recommendations on matters of importance to the overall science and technology relationship between the two countries.

4. The Parties will establish a Joint Working Level Committee at the technical management level to support the work of the Joint High Level Committee. For this purpose, specific functions of the Joint Working Level Committee are provided in Annex III and include a review of the overall science and technology relationship between the two countries under the policy framework of this Agreement and of the cooperative activities under this Agreement, and preparation of the annual report for the consideration of the Joint High Level Committee.

5. The Joint Working Level Committee will be chaired by the U.S. Department of State and the Ministry of Foreign Affairs of Japan. Each Party will determine its own representatives, including at least one technical management official from each agency with lead responsibility for a cooperative activity under this Agreement.

6. The Joint Working Level Committee will meet at least annually, alternately in the United States of America and

Japan. Meetings of the Joint Working Level Committee will be scheduled with particular attention to its role in supporting the Joint High Level Committee.

7. The Parties will establish a Joint High Level Advisory Panel to conduct a joint review of the overall science and technology relationship between the two countries and to advise the Joint High Level Committee on issues concerning that relationship. Specific functions of the Joint High Level Advisory Panel are provided in Annex III.

8. The Parties will each designate members of the Joint High Level Advisory Panel, which will comprise eminent leaders from the science and technology communities of both countries representing academia, industry, and other areas.

9. The Joint High Level Advisory Panel will meet on an annual basis and may also be convened at its own initiative or at the request of either chair of the Joint High Level Committee in consultation with the other chair.

ARTICLE VI

1. Scientific and technological information of a non-proprietary nature arising from the cooperative activities under this Agreement may be made available to the public by either Party through customary channels and in accordance with the normal procedures of the participating agencies.

2. The Parties will ensure:

A. the adequate and effective protection and equitable distribution of intellectual property rights and other rights of a proprietary nature as provided in Annex IV created in the course of the cooperative activities under this Agreement; and

B. the adequate and effective protection of intellectual property rights and other rights of a proprietary nature provided in Annex IV introduced in the course of the cooperative activities under this Agreement.

in accordance with the laws and regulations of the respective countries and with international agreements to which the United States of America and Japan are or will be parties. The Parties will consult for this purpose as necessary.

3. Details and procedures for the protection and distribution of intellectual property rights and other rights of a proprietary nature as referred to in paragraph 2 above are set forth in Annex IV, which is an integral part of this Agreement. Annex IV is applicable to any cooperative activities under this Agreement, except as otherwise specifically agreed by the parties to the cooperative activities concerned, in individual implementing arrangements or otherwise. Implementing arrangements may also elaborate the provisions of Annex IV.

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4. Issues that arise between the parties to a cooperative activity regarding the treatment of information, inventions, discoveries, writings, etc., under this Article or Annex IV will be settled, in principle, between those parties. Any such issues which cannot be resolved by those parties may be referred to the Joint Working Level Committee.

ARTICLE VII

1. Both Parties support the widest possible dissemination of the information or equipment created in the course of the cooperative activities under this Agreement, unless otherwise stipulated in this Article, Article VI, or Annex IV. In furtherance of the principle of maintaining an open basic research environment, both Parties confirm that no information or equipment classified for reasons of national defense will be utilized in the cooperative activities under this Agreement.

2. The transfer of export-controlled information or equipment between the countries in the course of the cooperative activities under this Agreement will be in accordance with the applicable national export control laws and regulations of each country. Each Party will take all necessary and appropriate measures, in accordance with applicable national laws and regulations, to prevent the diversion to unauthorized destinations of export-controlled information and equipment provided or produced in the course of the cooperative activities under this Agreement.

ARTICLE VIII

1. Implementation of this Agreement will be subject to the availability of appropriated funds and to the applicable laws and regulations of each country.
2. Costs of the cooperative activities under this Agreement will be borne by the Parties as mutually agreed, taking into account their respective risks, benefits and management shares.

ARTICLE IX

1. This Agreement will enter into force upon signature and remain in force for five years. Either Party may at any time give written notice to the other Party of its intention to terminate this Agreement, in which case this Agreement will terminate six months after such notice has been given.
2. This Agreement may be extended or amended by mutual agreement of the Parties.

ARTICLE X

The expiration of this Agreement will not affect the carrying out of any project or program undertaken under this Agreement and not fully executed at the time of the expiration of this Agreement.

DONE at Toronto, this twentieth day of June, 1988, in duplicate
in the English and Japanese languages, both texts being equally
authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF JAPAN:

Ronald Reagan

Noboru Takehito