

**COOPERATION AGREEMENT
BETWEEN
THE MATERIALS SCIENCE AND ENGINEERING LABORATORY OF
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
AND
THE NATIONAL INSTITUTE FOR MATERIALS SCIENCE
OF JAPAN
CONCERNING TECHNICAL COOPERATION IN THE FIELDS OF
MATERIALS SCIENCE AND ENGINEERING MEASUREMENT SCIENCES**

Article I. Scope and Objectives

- A. The purpose of this Cooperation Agreement (hereinafter referred to as the "Agreement") is to provide a mechanism for scientific and technical cooperation in materials science and engineering measurement sciences between the Materials Science and Engineering Laboratory (MSEL) of the National Institute of Standards and Technology (NIST) and the National Institute for Materials Science (NIMS) (hereinafter referred to as the "Participants").
- B. This Agreement is a statement of intent to facilitate the exchange of scientific and technical knowledge services and the augmentation of scientific and technical capabilities of the participants with respect to the materials and engineering measurement sciences.
- C. This Agreement is an agreement in principle and is not intended to be legally binding upon the parties to the Agreement.

Article II. Areas and Forms of Cooperation

- A. Cooperative activities under this Agreement may consist of exchange of technical and administrative information, reference data and materials, calibrations, and standards; exchange visits; cooperative research in disciplines within the scope of programs of the Participants and other forms of cooperative activities as may be mutually agreed upon.
- B. Areas of cooperation may include, but are not limited to, areas of mutual interest such as:
 - 1. Assignments of guest scientists to each other's laboratories for periods to be agreed upon by the Participants, as permitted under existing laboratory policies and programs;
 - 2. Cooperative research projects carried out partially in each institution, including cooperation in the production of Standard Reference Data;
 - 3. Mutual development and exchange of Standard Reference Materials;
 - 4. Intercomparisons of primary and national standards;
 - 5. Participation in seminars, workshops, and training courses in each other's laboratories;
 - 6. Exchange of publications;
 - 7. Other activities as may be agreed.

Article III. Financial Obligations

Cooperative activities under this Agreement are subject to and dependent upon the availability of appropriated funds, personnel, and resources. Neither party is required to obligate funds pursuant to this Agreement. Any other financial arrangements will be negotiated on a case-by-case basis, as permitted by relevant law and regulation.

Article IV. Intellectual Property

- A. **Background Inventions.** No rights to Background Inventions are conveyed by this Agreement.
- B. **Copyrights.** Pursuant to Section 105 of title 17 of the United States Code, data prepared by NIST employees, and Data prepared jointly by NIST employees and Collaborator employees, are not subject to copyright in the United States.
- C. **Publication.** The parties are encouraged to make publicly available the results of their research.
- D. **Agreement Inventions.** Ownership and licensing rights to inventions created under this agreement, if any, should be determined at the time the invention is made and in accordance with laws, regulations and treaties applicable to the owning Participant(s).
- E. **Patent Applications.** Each Participant may file patent applications on their respective sole inventions. The parties should coordinate filing of patent applications on jointly owned inventions.

Article V. Planning and Review of Activities

- A. The Participants should name representatives who, at times mutually established shall plan and review activities under this Agreement and use their best abilities to mitigate disputes, if any arise.
- B. The point of contact for implementation of these activities for NIST shall be the Materials Science and Engineering Laboratory and for NIMS shall be the Research Assessment / International Affairs Office.

Article VI. Duration of Agreement and Termination

This Agreement is effective from the date of full execution for a period of five (5) years, unless terminated earlier by either Participant.

This Agreement may be amended or extended by written agreement of the Participants.

Article VII. Non-Binding

This Agreement is a statement of intent and is not legally binding upon the parties. This Agreement shall not create legally enforceable rights and cannot be the basis of any legal claim between the parties to this Agreement.

FOR THE MATERIALS SCIENCE AND
ENGINEERING LABORATORY:



Leslie Smith, Director

Jan 30, 2003
Date

FOR THE NATIONAL INSTITUTE FOR
MATERIALS SCIENCE OF JAPAN:



Teruo Kishi, President

JAN 30. 2003
Date