

IMPLEMENTING ARRANGEMENT  
BETWEEN THE  
DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA  
AND THE  
MINISTRY OF EDUCATION, SCIENCE AND CULTURE  
OF JAPAN  
ON  
COOPERATION IN THE FIELD OF HIGH ENERGY PHYSICS

Whereas, the Government of the United States of America and the Government of Japan have signed an Agreement on Cooperation in Research and Development in Energy and Related Fields on May 2, 1979, hereinafter referred to as "the U.S.-Japan Agreement";

Whereas, Article IV of the U.S.-Japan Agreement provides that implementing arrangements specifying the details and procedures of cooperative activities will be made between the appropriate agencies of the two Governments;

The Department of Energy of the United States of America and the Ministry of Education, Science and Culture of Japan (hereinafter referred to as the Parties), wish to promote cooperation and collaboration in the field of high energy physics;

It is agreed as follows:

ARTICLE I

The objective of this Implementing Arrangement is to further the energy programs of the Parties by establishing a framework for cooperation in the field of high energy physics, including research; accelerator and detector instrumentation research and development; the fabrication and subsequent use of new experimental devices and facilities; and related joint efforts as may be mutually agreed.

ARTICLE II

Cooperation in the field of high energy physics shall take the following forms in accordance with Article III of the U.S.-Japan Agreement:

1. Exchange and provision of information and data on scientific and technical developments, activities, and practices.
2. Exchange of scientists and specialists in order to participate in joint experiments and research and development activities at existing and new facilities.
3. Research and development activities in the form of experiments, tests, and other technical collaborative activities.
4. Exchange and provision of samples, materials, instruments and components for joint experiments, testing and evaluation.
5. Such other forms of cooperation as are mutually agreed.

### ARTICLE III

Specific undertakings, obligations and conditions with respect to the conduct of each activity under Article II including responsibility for payment of costs shall be agreed by authorized entities on a case-by-case basis and will be set forth in a document with provisions for implementing that activity, including such matters as patents, exchange of equipment, and information disclosure.

### ARTICLE IV

The focal point for coordination and implementation of the cooperative activities shall be the Office of High Energy and Nuclear Physics for the Department of Energy, and the National Laboratory for High Energy Physics (KEK) for the Ministry of Education, Science and Culture.

### ARTICLE V

1. In accordance with the Article V paragraph 4 of the U.S.-Japan Agreement, a U.S.-Japan Committee on High Energy Physics (hereinafter referred to as "the Committee") will be established in order to facilitate the implementation and coordination of cooperative activities in the area of high energy physics.
2. The Committee will consist of twelve members, six of whom will be designated by the Department of Energy of the United States of America and six of whom will be designated by the Ministry of Education, Science and Culture of Japan.
3. Each Party shall designate one person to act as its co-chairman on the Committee.
4. The Committee shall meet in the United States and Japan alternately, as a rule, at least once every year on a mutually agreed date.
5. The duties of the Committee will be:
  - (a) to review and to recommend cooperative activities in the area of high energy physics under the U.S.-Japan Agreement;
  - (b) to monitor progress of and report on cooperative activities under the U.S.-Japan Agreement;
  - (c) to review and to formulate proposals for alteration of cooperative activities under the U.S.-Japan Agreement;
  - (d) to review and to recommend on other matters mutually agreed by the Parties.
6. In the event the Committee cannot meet, the duties of the Committee can be discharged by both co-chairman by their mutual agreement.

### ARTICLE VI

The application or use of any information exchanged or transferred between the Parties under this Implementing Arrangement shall be the responsibility of the Party receiving it, and the transmitting Party does not warrant the suitability of such information for any particular use or application.

#### ARTICLE VII

Any publication of the results obtained from this cooperation shall acknowledge the joint effort under the U.S.-Japan Agreement.

#### ARTICLE VIII

1. The Parties support the widest possible dissemination of information provided or exchanged under this Implementing Arrangement, subject to the need to protect information exchanged under Article X hereunder.
2. The Parties shall not provide or exchange proprietary information under this Implementing Arrangement.

#### ARTICLE IX

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights or materials within the scope of Article VIII owned or controlled by a Party, each Party shall make efforts to grant to the other a license to reproduce copyrighted material.

#### ARTICLE X

1. With respect to any invention or discovery made or conceived in the course of or under this Implementing Arrangement:
  - (a.) If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Receiving Party) or its contractors, in connection with exchanges of scientists, engineers and other specialists:
    - 1) The Receiving Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries;
    - 2) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country;
  - (b.) If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Implementing Arrangement by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries;
  - (c.) For loans or exchanges of material, instruments and equipment having a value of less than five thousand United States dollars, the provisions of subparagraph b and above shall apply;

- (d.) The Party which owns an invention referred to in subparagraphs a, b and c above shall license such inventions to the other Party, its Government and the nationals of its country designated by it, upon request of the other Party on reasonable terms and conditions;
  - (e.) The distribution of rights set forth in subparagraphs a, b and c are applicable only to the exchange of personnel and information, and loans or exchanges of material, instruments and equipment having a value of less than five thousand United States dollars. With regard to other specific forms of cooperation including special, joint research projects, the Parties shall provide for appropriate distribution of rights to inventions or discoveries resulting from such cooperation taking into consideration the benefits, rights and contributions of the Parties.
2. The preceding paragraph 1 of this Article shall apply mutatis mutandis to design protection.
  3. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws. Each Party shall, without prejudice to any rights of inventors under its national laws, take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this Article.

#### ARTICLE XI

1. Whenever an attachment of staff is contemplated under this Implementing Arrangement each Party shall ensure that staff with necessary skills and competence are selected for attachment to the other Party.
2. Each attachment of staff shall be the subject of an assignment agreement, covering funding and other matters of interest not otherwise specified in this Implementing Arrangement.
3. Each Party shall provide necessary assistance to the attached staff (and their families) of the other Party as regards administrative formalities, travel arrangements and accommodations.
4. The staff of each Party shall conform to the general rules of work and safety regulations in force at the host establishment, or as agreed in separate attachment of staff agreements.

#### ARTICLE XII

1. Cooperation under this Implementing Arrangement shall be in accordance with the laws of the respective countries and the regulations of the Parties. It is understood that the ability of the Parties to carry out their obligations is subject to the availability of appropriated funds.
2. All questions related to this Implementing Arrangement or activities carried out hereunder shall be settled by mutual agreement of the Parties.

3. Compensation for damages arising from cooperative activities under this Implementing Arrangement shall be in accordance with applicable laws of the countries of the Parties.

ARTICLE XIII

1. This Implementing Arrangement shall enter into force upon signature, and, unless terminated earlier in accordance with paragraph 2 of this Article, shall remain in force for the duration of the U.S.-Japan Agreement. It may be amended by mutual written agreement of the Parties.
2. This Implementing Arrangement may be terminated at any time at the discretion of either Party, upon 6 months advance notification in writing by the Party seeking to terminate the Implementing Arrangement.
3. The termination of this Implementing Arrangement shall not affect the validity or duration of specific activities initiated hereunder but not completed.

Done at Stanford, California, this day of November 11, 1979, in duplicate in the English and Japanese, both equally authentic.

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  - (c.) For loans or exchanges of material, instruments and equipment having a value of less than five thousand United States dollars, the provisions of subparagraph b and above shall apply;

- (d.) The Party which owns an invention referred to in subparagraphs a, b and c above shall license such inventions to the other Party, its Government and the nationals of its country designated by it, upon request of the other Party on reasonable terms and conditions;
- (e.) The distribution of rights set forth in subparagraphs a, b and c are applicable only to the exchange of personnel and information, and loans or exchanges of material, instruments and equipment having a value of less than five thousand United States dollars. With regard to other specific forms of cooperation including special, joint research projects, the Parties shall provide for appropriate distribution of rights to inventions or discoveries resulting from such cooperation taking into consideration the benefits, rights and contributions of the Parties.

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