

U.S. Pat. No. 155- 200- 100
TREATIES AND OTHER INTERNATIONAL ACTS SERIES 2773

INTERCHANGE OF PATENT RIGHTS AND TECHNICAL INFORMATION

Agreement, and Exchange of Notes,
between the UNITED STATES OF AMERICA
and the UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND

- Signed at London January 19, 1953
- Entered into force January 19, 1953

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DEPARTMENT OF STATE

PUBLICATION S170

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The Government of the United States of America and the Govern-
ment of the United Kingdom of Great Britain and Northern Ireland,

Having agreed in the Mutual Defence Assistance Agreement signed
in Washington on the 27th January, 1950,^[1] to negotiate, upon the
request of either of them, appropriate arrangements between them
respecting patents and technical information;

Desiring generally to assist in the production of equipment and
materials for defence, by facilitating and expediting the interchange
of patent rights and technical information; and

Acknowledging that the rights of private owners of patents and
technical information should be fully recognised and protected in
accordance with the law applicable to such patents and technical
information;

Have agreed as follows:—

ARTICLE I

Each Contracting Government shall, whenever practicable without
undue limitation of, or impediment to, defence production, facilitate
the use of patent rights, and encourage the flow and use of privately-
owned technical information, for defence purposes—

- (a) through the medium of any existing commercial relationships
between the owners of such patent rights and technical infor-
mation in one country and the user in the other country, whether
such user is a private person or firm or the Government of that
other country or an entity owned by that Government; and
- (b) in the absence of such existing relationships, through the crea-
tion by such owners of such commercial relationships,

provided that such arrangements shall not conflict with security re-
quirements, and provided further that the terms of all such arrange-
ments shall be subject to the applicable laws of the two countries.

ARTICLE II

When, for defence purposes, technical information is supplied by
one Contracting Government to the other for information only, and
this is stipulated at the time of supply, the recipient Government shall

¹ Treaties and Other International Acts Series 2017; 1 UST 126.

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•treat the technical information as disclosed in confidence and use its best endeavours to ensure that the information is not dealt with in any manner likely to prejudice the rights of the owner thereof to obtain patent or other like statutory protection therefor.

ARTICLE III

Each Contracting Government shall accord to any information made available to it or its nationals for the purposes of defence the same degree of security protection as such information receives in the country from which it is transmitted. Patentable information transmitted for such purposes, but which is subject to security restrictions in the country of origin, shall be treated with no less security restrictions in the country to which it is transmitted. Information which is the subject of a patent application held in secrecy in the country of origin shall be accorded similar treatment when a corresponding patent application is filed in the other country.

ARTICLE IV

(a) Where privately owned technical information of commercial value—

- (i) has been communicated by or on behalf of the owner thereof to the Contracting Government of the country of which he is a national and is subsequently disclosed by that Government to the other Contracting Government for the purposes of defence and is used or disclosed by the latter Government without the express or implied consent of the owner, or
- (ii) has been disclosed for purposes of defence, at the request of either Contracting Government, by or on behalf of the owner thereof (such owner being a national of the country of one of the Contracting Governments) to the Contracting Government of the country of which he is not a national and is used or disclosed by that Government without the express or implied consent of the owner;

the Contracting Governments agree that, subject to the applicable law of either Contracting Government and in the absence of other arrangements regarding compensation made through the commercial relationships referred to in Article I, the owner shall be entitled to receive prompt, just and effective compensation for the use of the information and for any damage to his interests therein resulting from the use or disclosure thereof, and that the necessary steps shall be taken to ensure payment of any due compensation. Any compensation payable to the

is disclosed in confidence and use its information is not dealt with in any rights of the owner thereof to obtain protection therefor.

ARTICLE III

It shall accord to any information furnished for the purposes of defence the same as such information receives in the United Kingdom. Patentable information which is subject to security restrictions shall be treated with no less security restrictions than information transmitted. Information which is held in secrecy in the country of origin shall be treated when a corresponding treatment is accorded in that country.

Information of commercial

or on behalf of the owner thereof to be disclosed by that Government to the latter Government without the consent of the owner, or

for the purposes of defence, at the request of the Contracting Government, by or on behalf of the owner (if he is a national of the country of one of the Contracting Governments) to the Contracting Government if he is not a national and is used or disclosed without the express or implied

consent of the owner that, subject to the applicable law and in the absence of other arrangements, the owner shall be entitled to receive compensation for the use of the information therein resulting from the use or disclosure thereof. Any compensation payable to the

owner under this Article shall be paid by the Contracting Government first receiving the information under this Article, but without prejudice to any arrangements between the two Contracting Governments regarding the assumption as between them of liability for compensation. The Contracting Governments agree that the owner shall be afforded, so far as practicable, the opportunity of protecting and preserving any rights he may have in the information.

(b) "Technical information" as used in this Article means information originated by or peculiarly within the knowledge of the owner thereof and those in privity with him and not available to the public.

(c) The commercial value of technical information for the purpose of this Article also includes its value solely or partly for military purposes.

ARTICLE V

(a) When an invention owned by one Contracting Government is used by the other Contracting Government for defence purposes, such use shall, to the extent that no liability is incurred by either Government to any private owner of a proprietary or other legal interest in the invention, be without cost to such other Government.

(b) Inventions made in United Kingdom Government establishments or departments and owned by the National Research Development Corporation or Power Jets (Research and Development) Limited or like agencies primarily established for the purposes of holding and exploiting patents, shall, for the purpose of this Article, be treated as though they were Government-owned.

(c) Whenever either Contracting Government can grant to the other Contracting Government for defence purposes a licence to use an invention not covered by (a) above without incurring liability to any private owner of a proprietary or other legal interest therein, it shall do so without cost to such other Government.

(d) Nothing in this Article shall affect any licensing or other agreement already in force at the date of this Agreement or any royalty or other compensation paid or agreed to be paid thereunder.

ARTICLE VI

Each Contracting Government shall designate a representative to meet with the representative of the other Contracting Government to constitute a Technical Property Committee. It shall be the function

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of this Committee to consider such matters relating to the subject of this Agreement as may be brought before it by either Contracting Government, and, in addition,—

- (a) to make recommendations to the Contracting Governments concerning any question, brought to its attention by either of them, relating to patent rights and technical information, which arises in connexion with the defence programme of either Contracting Government;
- (b) to assist in the negotiation of commercial or other agreements for the use of patent rights and technical information in the defence programme of either Contracting Government;
- (c) to take note of pertinent commercial or other agreements for the use of patent rights and technical information in the defence programme of either Contracting Government, and, where necessary, to obtain the views of the two Governments on the acceptability of such agreements;
- (d) to encourage projects for technical collaboration between and among the armed services of the two Contracting Governments and to facilitate the use of patent rights and technical information in such projects;
- (e) to arrange for the procurement of, and to make recommendations respecting payment for, licences and also to arrange indemnities, covering inventions in appropriate cases arising in the defence programme of either Contracting Government;
- (f) to make recommendations to the Contracting Governments regarding the assumption of liability for compensation referred to in Article IV; and
- (g) to keep under review all questions concerning the use, for the purposes of the defence programme of either Contracting Government, of all inventions which are, or hereafter come, within the provisions of Article V.

ARTICLE VII

Each Contracting Government shall supply to the other all necessary information and other assistance required for the purposes of assessing payments and awards arising out of the operation of this Agreement.

ARTICLE VIII

Nothing in this Agreement shall apply to patents, patent applications and technical information in the field of atomic energy which are restricted by the applicable laws of either Contracting Government.

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ICLE VII

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ICLE VIII

shall apply to patents, patent applica-
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her Contracting Government.

ARTICLE IX

(a) This Agreement shall, on the part of the Government of the United Kingdom, extend only to the United Kingdom of Great Britain and Northern Ireland.

(b) If the Government of the United States wish the Agreement to be extended to any other territory for whose international relations the Government of the United Kingdom are responsible, the two Governments will consult together regarding the possibility of securing the extension of the Agreement to that territory,

(c) In this Agreement "country" means the United Kingdom of Great Britain and Northern Ireland or the United States of America.

ARTICLE X

This Agreement shall enter into force on the date of signature, and shall be registered with the Secretary-General of the United Nations.

ARTICLE XI

The terms of this Agreement may be reviewed at any time at the request of either Contracting Government.

ARTICLE XII

This Agreement shall terminate on the date when the Mutual Defence Assistance Agreement terminates or six months after notice of termination by either Contracting Government, but without prejudice to obligations and liabilities which have then accrued pursuant to the terms of this Agreement.

In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement. Done in duplicate at London this 19th day of January, 1953.

For the Government of the United States of America:

WALTER S. GIFFORD

For the Government of the United Kingdom of Great Britain and Northern Ireland:

ANTHONY EDEN

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• *The American Ambassador to the British Secretary of State for Foreign Affairs*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
London, England, January 19, 1953

No. 8398

SIR:

With reference to the Agreement between our two Governments to facilitate the interchange of patent rights and technical information for defence purposes, signed on January 19, 1953, I have the honor to inform Your Excellency of certain interpretations placed thereon by my Government.

It is understood that Article I of the Agreement shall apply to patent rights or technical information owned or controlled by the National Research Development Corporation and Power Jets (Research and Development) Limited.

It is the understanding of my Government that the redress afforded in accordance with Article IV of the Agreement by either Government to persons bringing claims for compensation would be equivalent to that afforded by the other Government in similar cases. In the event, however, that this is found not to be true in a particular case and that in that case the claimant does not have a valid claim in accordance with Article IV under the law of the Contracting Government entertaining the claim but would in similar circumstances have had a valid claim under the law of the other Contracting Government, it is the understanding of the United States Government that the Technical Property Committee, as part of its functions under Article VI of the Agreement, will consult and make recommendations to the two Governments with a view to remedying the situation.

I should be glad if you would confirm that the understandings of the Government of the United States as set forth above also represent the understandings of Her Majesty's Government.

Please accept, Sir, the renewed assurances of my highest consideration.

WALTER S. GIFFORD

The Right Honorable
ANTHONY EDEN, M. C., M. P.,
*Secretary of State for
Foreign Affairs,
Foreign Office, S.W.1.*

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*The British Secretary of State for
Foreign Affairs*

FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
London, England, January 19, 1953

Agreement between our two Governments to
exchange patent rights and technical information
dated January 19, 1953, I have the honor
to state certain interpretations placed thereon

The provisions of the Agreement shall apply to
patent rights and technical information owned or controlled by the
National Research Development Corporation and Power Jets (Re-

search and Development) Limited. It is understood that the redress afforded
under the Agreement by either Government for compensation would be equivalent
to that afforded by the other Government in similar cases. In the event
that this is found not to be true in a particular case and that the claimant
does not have a valid claim in accordance with Article IV under the law of the
Contracting Government entertaining the claim but would in similar
circumstances have had a valid claim under the law of the other
Contracting Government, it is the understanding of the United States
Government that the Technical Property Committee, as part of its functions
under Article VI of the Agreement, will consult and make recommendations
to the two Governments with a view to remedying the situation.

I should be glad if you would confirm that the understandings of
the Government of the United States as set forth above also represent
the understandings of Her Majesty's Government.

Please accept, Sir, the renewed assurances of my highest consider-

WALTER S. GIFFORD

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*The British Secretary of State for Foreign Affairs to the American
Ambassador*

FOREIGN OFFICE, S. W. 1.
19th January, 1953.

(M.1013/1)

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's
Note No. S398 of to-day's date, which reads as follows:-

"SIR:

With reference to the Agreement between our two Governments
to facilitate the interchange of patent rights and technical infor-
mation for defence purposes, signed on January 19, 1953, I have
the honor to inform Your Excellency of certain interpretations
placed thereon by my Government.

It is understood that Article I of the Agreement shall apply to
patent rights or technical information owned or controlled by the
National Research Development Corporation and Power Jets
(Research and Development) Limited.

It is the understanding of my Government that the redress
afforded in accordance with Article IV of the Agreement by either
Government to persons bringing claims for compensation would be
equivalent to that afforded by the other Government in similar
cases. In the event, however, that this is found not to be true in a
particular case and that in that case the claimant does not have a
valid claim in accordance with Article IV under the law of the
Contracting Government entertaining the claim but would in similar
circumstances have had a valid claim under the law of the other
Contracting Government, it is the understanding of the United
States Government that the Technical Property Committee, as part
of its functions under Article VI of the Agreement, will consult and
make recommendations to the two Governments with a view to
remedying the situation.

I should be glad if you would confirm that the understandings of
the Government of the United States as set forth above also repre-
sent the understandings of Her Majesty's Government.

Please accept, Sir, the renewed assurances of my highest
consideration."

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In reply I have the honour to confirm that the understandings set forth in your Note also represent the understandings of Her Majesty's Government in the United Kingdom.

I have the honour to be, with the highest consideration,

Your Excellency's obedient Servant,

ANTHONY EDEN

His Excellency

The Honourable WALTER S. GIFFORD,

etc., etc., etc.,

1 Grosvenor Square,

W. 1.