



Treaty Series No. 9 (1953)

Agreement

between the Government of the United Kingdom of
Great Britain and Northern Ireland and the
Government of the United States of America
to facilitate the interchange of patents
and technical information for
defence purposes

London, 19th January, 1953

*Presented by the Secretary of State for Foreign Affairs to Parliament
by Command of Her Majesty
February 1953*

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Cmd. 8757

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA TO FACILITATE THE INTERCHANGE OF PATENTS AND TECHNICAL INFORMATION FOR DEFENCE PURPOSES

London, 19th January, 1953

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

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 information 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 creation by such owners of such commercial relationships,

provided that such arrangements shall not conflict with security requirements, and provided further that the terms of all such arrangements 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 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

⁽¹⁾ "Treaty Series No. 13 (1950)," Cmd. 7894.

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 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 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.

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 Kingdom of Great Britain and Northern Ireland:

ANTHONY EDEN.

For the Government of the United States of America:

WALTER S. GIFFORD.

PRINTED AND PUBLISHED BY HER MAJESTY'S STATIONERY OFFICE

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1953

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PRINTED IN GREAT BRITAIN