

SWEDEN



Treaty Series No. 110 (1967)

# Agreement

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Government of the Kingdom of Sweden

## to Facilitate the Interchange of Inventions and Proprietary Technological Information for Defence Purposes

London, 26 October 1967

[The Agreement entered into force on signature]

*Presented to Parliament by the Secretary of State for Foreign Affairs  
by Command of Her Majesty  
December 1967*

LONDON  
HER MAJESTY'S STATIONERY OFFICE

8d. net

Cmnd. 3487

**AGREEMENT**  
**BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM**  
**OF GREAT BRITAIN AND NORTHERN IRELAND AND THE**  
**GOVERNMENT OF THE KINGDOM OF SWEDEN TO**  
**FACILITATE THE INTERCHANGE OF INVENTIONS AND**  
**PROPRIETARY TECHNOLOGICAL INFORMATION FOR**  
**DEFENCE PURPOSES**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Sweden;

Desiring to facilitate the interchange of equipment, materials and services for defence purposes;

Recognising that such equipment, materials or services may incorporate either inventions or proprietary technological information (that is, technological information known only to the owner thereof and those in privity with him), or both;

Acknowledging that the rights of owners of inventions should be fully recognised and protected in accordance with law;

Acknowledging also that ownership of proprietary technological information should be recognised and safeguarded and accorded such protection as the law may afford;

Have agreed as follows:—

**ARTICLE I**

**Inventions**

Each Contracting Government shall safeguard and cause to be safeguarded the secrecy of inventions originating in the territory of the communicating Government and maintained as secret by that Government in its defence interests, and in respect of which applications for patents have been submitted under agreed security procedures to the receiving Government. Such safeguards shall be maintained by the receiving Government as long as the secrecy of the invention is maintained by the communicating Government.

**ARTICLE II**

**Proprietary Technological Information**

If, for defence purposes and in accordance with agreed procedures, either Contracting Government has proprietary technological information communicated to it, either directly or indirectly from the other, or by the procurement through the other of equipment, materials or services incorporating such information; and if at the time of communication the inclusion of such information in what is communicated is specifically indicated and proprietary rights are claimed in respect thereof; then the receiving Government shall:

- (a) respect the claim to ownership of the aforesaid proprietary technological information and treat the information in accordance with conditions imposed by the owner;

- (b) treat the information so communicated to it as disclosed in confidence and accordingly ensure as far as possible that the information is not dealt with in any manner likely to prejudice the rights of the owner thereof to obtain patent or other statutory protection therefor, or any other rights; or to cause any other damage to the owner;
- (c) obtain the prior approval of the communicating Government before using the information for any purpose other than that for which it was communicated or before releasing the information to a third Government;
- (d) accord to all proprietary technological information, equipment, materials and services which may become available to it under this Agreement at least the same degree of security protection as has been accorded to it by the communicating Government and maintain such protection for so long as it is maintained by the communicating Government.

### ARTICLE III

#### **Contraventions**

(1) The receiving Government shall take steps to ensure that prompt, adequate and effective compensation is made to the owner of any proprietary technological information communicated to it under the terms of this Agreement in respect of any damage which he may have sustained through any unauthorised use or disclosure of this information in the territory of the receiving Government in contravention of this Agreement. Any compensation paid to the owner by the communicating Government shall not affect the ultimate liability of the receiving Government and shall be without prejudice to any arrangement between the two Contracting Governments regarding the assumption of ultimate liability.

(2) Each Contracting Government shall furnish at the request of the other Government, as and when defence security requirements permit, all necessary information and assistance to facilitate an assessment of any damage alleged to have been sustained by any owner of proprietary technological information through unauthorised use or disclosure in the territory of the receiving Government.

### ARTICLE IV

#### **Matters Arising**

Each Contracting Government shall designate representatives to meet and consider such matters arising out of this Agreement as may be referred to them by either Government.

### ARTICLE V

#### **Review and Termination**

This Agreement:

- (a) may be reviewed at any time at the request of either Contracting Government;

(b) shall terminate six months after written notice of termination has been given by either Contracting Government to the other, but such termination shall be without prejudice to any obligations and liabilities which may by then have accrued under the terms of this Agreement.

#### ARTICLE VI

##### **Entry into Force**

This Agreement shall enter into force on the date of signature.

In witness whereof the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done in duplicate at London this 26th day of October, 1967.

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

**WILLIAM RODGERS**

For the Government of the Kingdom of Sweden:

**GUNNAR HÄGGLÖF**