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# BELGIUM

## Interchange of Patent Rights and Technical Information for Defense Purposes: Filing Classified Patent Applications

*Agreement effected by exchange of notes  
Signed at Brussels May 6 and 18, 1960;  
Entered into force May 18, 1960.*

*The American Ambassador to the Belgian Minister of Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 170

BRUSSELS, May 6, 1960

**EXCELLENCY:**

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of Belgium to Facilitate Interchange of Patent Rights and Technical Information for Defense Purposes, which was signed in Brussels on October 12, 1954,<sup>1</sup> and to the discussions between representatives of our two Governments regarding procedures for the reciprocal filing of classified patent applications under the terms of Articles III and VI of this Agreement. I attach a copy of the procedures prepared during the course of these discussions and agreed to by those representatives.

I am now instructed to inform you that the enclosed procedures have been agreed to by the Government of the United States of America. I would appreciate it if you would confirm that they are also acceptable to your Government. Upon receipt of such confirmation, my Government will consider that these procedures shall thereafter govern the reciprocal filing of classified patent applications, in accordance with the terms of the aforesaid Agreement.

<sup>1</sup> TIAS 3093; 5 UST, pt. 3, p. 2318.

Accept, Excellency, the renewed assurance of my highest consideration.

WILLIAM A. M. BURDEN

Enclosure:  
Copy of Procedures

His Excellency  
PIERRE WIGNY,  
*Minister of Foreign Affairs,*  
*Brussels.*

Technical Information for  
Patent Applications

Copy of notes  
dated 18, 1960;  
1960.

*Minister of Foreign Affairs*

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BRUSSELS, *May 6, 1960*

Agreement between the Govern-  
ment of the Government of Belgium  
and Technical Information  
in Brussels on October 12,  
representatives of our two  
countries for local filing of classi-  
fied patent applications under  
Articles III and VI of this  
Agreement. Procedures prepared during the  
visit of those representatives.

At the enclosed procedures  
of the United States of  
America would confirm that they are  
in receipt of such confirma-  
tion. These procedures shall there-  
fore be applied to classified patent applications, in  
accordance with the Agreement.

### PROCEDURES FOR RECIPROCAL FILING OF CLASSIFIED PATENT APPLICATIONS IN THE UNITED STATES OF AMERICA AND BELGIUM

#### 1. *General*

The following procedures are in implementation of Article III of the Agreement between the Government of the United States of America and the Government of Belgium to Facilitate Interchange of Patent Rights and Technical Information for Defense Purposes which was signed and entered into force on October 12, 1954. The purpose of these procedures is to allow the filing in the other country of patent applications which, for defense purposes, have been placed in secrecy in the country of origin, and to guarantee equivalent security in both countries for the inventions disclosed by such applications. These procedures are based upon the following understandings with respect to basic security requirements.

(a) Each Government has authority within its jurisdiction to impose secrecy on an invention the disclosure of which might prejudice national defense.

(b) The authority of each Government, when acting as the originating Government, to impose, modify or remove secrecy orders shall be exercised only at the request, or with the concurrence, of national defense officials of that Government, or pursuant to criteria established by national defense agencies, of that Government.

(c) Secrecy orders shall apply to the subject matter of the inventions concerned, and prohibit unauthorized disclosure of the same by all persons having access thereto.

(d) Adequate physical security arrangements shall be provided in all Government departments, including Patent Offices, handling inventions of defense interest and all persons in these departments and

offices required to handle such inventions shall have been security cleared.

(e) Each Government shall take all possible steps to prevent unauthorized foreign filing of patent applications the disclosure of which might prejudice national defense.

(f) Permission for foreign filing of a patent application which has been placed in secrecy for purposes of defense shall remain discretionary with each Government.

(g) The recipient Government shall assign to the invention involved a security classification corresponding to that given in the country of origin and shall take effective measures to provide security protection appropriate to such classification.

(h) Where patent applications covered by a secrecy order are handled by patent agents or attorneys in private practice, arrangements shall be made for the security clearance of these agents or attorneys and such of their employees who may be involved, prior to their handling such applications or information relating thereto, as well as for adequate physical security measures in their offices.

(i) When secrecy has been imposed on an invention in one country and the inventor has been given permission to apply for a patent in the other country, all communications regarding the classified aspects of the invention shall pass through diplomatic or other secure channels.

## 2. *Applications Originating in the United States*

The following provisions shall apply when, for defense purposes, a United States patent application has been placed in secrecy under the provisions of Title 35, United States Code, Section 181.<sup>[1]</sup> and the applicant wishes to file a corresponding application in Belgium.

(a) The applicant shall petition the United States Commissioner of Patents for modification of the secrecy order to permit filing in Belgium. This petition will be prepared in conformance with paragraph 5.5 of Part 5, Title 37, Code of Federal Regulations, the Provisions of which are incorporated herein by reference.

(b) Permission to file a corresponding patent application in Belgium is conditional upon the applicant agreeing to:

(1) Make the invention involved and such information relating thereto as may be necessary for its proper evaluation for defense purposes available to the Belgian Government for purposes of defense under the terms and conditions of the Agreement of October 12, 1954.

(2) Waive any right to compensation for damage which might arise under the laws of Belgium by virtue of the mere imposition of secrecy on his invention in Belgium, but reserving any right

<sup>1</sup> 66 Stat. 805.

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or action for compensation provided by the laws of Belgium for use by the Belgian Government of the invention disclosed by the application, or for unauthorized disclosure of the invention disclosed by the application.

(c) Upon obtaining permission to file in Belgium, the applicant shall forward the documents for the Belgian application to the defense agency which initiated the secrecy order.

(d) The defense agency shall transmit, through diplomatic channels, the documents received from the applicant, simultaneously, as follows:

(1) One copy to the Military Attaché at the Belgian Embassy in the United States for use by the Belgian Government for defense purposes; and

(2) One copy to the appropriate section of the American Embassy in Belgium. The letter transmitting the documents to the American Embassy in Belgium shall indicate the security classification given to the application in the United States; state that the invention involved and such information relating thereto as was necessary for its proper evaluation for defense purposes have been made available to the Belgian Government for purposes of defense under the terms and conditions of the Agreement of October 12, 1954, and state that the applicant has authorization to file a corresponding application in Belgium under the provisions of Title 35, United States Code, Section 184. It shall also include instructions for the Embassy to inquire of appropriate Belgian Ministry of Defense officials as to whether the Belgian attorney or agent designated by the applicant is security cleared in accordance with the provisions of subparagraph 1 (h), supra.

(e) If the designated attorney or agent is not security cleared, the Belgian Ministry of Defense shall so inform the appropriate section of the American Embassy, which shall forward such information to the United States defense agency which initiated the secrecy order. It shall then be necessary for the designated attorney or agent to become security cleared, if time permits, or for the patent applicant to select another attorney or agent and submit his name through the United States defense agency to the American Embassy in Belgium.

(f) When a security cleared attorney or agent has been designated, the Embassy shall transmit the documents to him by personal delivery or in any other manner consistent with Belgian security regulations.

(g) The Belgian attorney or agent shall then file the application with the Bureau de depot du Gouvernement Provincial du Brabant, including therewith a copy of the documents issued by the United

States Government placing the United States application in secrecy and authorizing the applicant to file in Belgium.

(h) The Government of Belgium shall then place the application in secrecy.

(i) The applicant shall submit as soon as possible to the initiating agency the serial number and filing date of the Belgian application.

### 3. *Applications Originating in Belgium*

The following provisions shall apply when, for defense purposes, a Belgian patent application has been placed in secrecy under the provisions of the Belgian law of January 10, 1955, and the applicant wishes to file a corresponding application in the United States.

(a) The applicant shall send a written request to the Director, Service de la Propriété Industrielle et Commerciale, asking permission to file such an application in the United States.

(b) Permission to file a corresponding patent application in the United States shall be conditional upon the applicant agreeing to:

- (1) Make the invention involved and such information relating thereto as may be necessary for its proper evaluation for defense purposes available to the United States Government for purposes of defense under the terms and conditions of the Agreement of October 12, 1954.
- (2) Waive any right to compensation for damage which might arise under the laws of the United States by virtue of the mere imposition of secrecy on his invention in the United States, but reserving any right of action for compensation provided by the laws of the United States for use by the United States Government of the invention disclosed by the application, or for unauthorized disclosure of the invention disclosed by the application.

(c) Upon obtaining permission to file in the United States, the applicant shall forward to the Belgian Ministry of Defense, three copies of the documents for the United States patent application, all in conformance with Belgian security regulations.

(d) The Belgian Ministry of Defense shall transmit, through diplomatic channels, the documents received from the applicant, simultaneously, as follows:

- (1) One copy to the Military Attaché in the American Embassy in Belgium for use by the United States Government for defense purposes, and
- (2) Two copies to the Military Attaché at the Belgian Embassy in the United States. The letter transmitting the

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fication given to the application or patent in Belgium and  
state that the invention involved and such information  
relating thereto as was necessary for its proper evaluation  
for defense purposes has been made available to the United  
States Government for purposes of defense, in accordance  
with the terms and conditions of the Agreement of October  
12, 1954, and that the applicant has authorization to file a  
corresponding application in the United States in accord-  
ance with Article 8 of the Law of 10 January 1955. It  
shall also include instructions for the Military Attaché to  
inquire of the Secretary, Armed Services Patent Advisory  
Board, Patents Division, Office of the Judge Advocate  
General, Department of the Army, Washington 25, D.C., as  
to whether the American attorney or agent designated by  
the applicant is security cleared in accordance with the  
provisions of subparagraph 1 (h), supra.

(e) If the designated attorney or agent is not security cleared,  
the Secretary, Armed Services Patent Advisory Board, shall so in-  
form the Military Attaché, who shall forward such information to  
the Belgian Ministry of Defense. It shall then be necessary for the  
designated attorney or agent to become security cleared, if time  
permits, or for the patent applicant to select another attorney or  
agent and submit his name through the Belgian Military Attaché  
to the Secretary of the Armed Services Patent Advisory Board.

(f) When a security cleared attorney or agent has been desig-  
nated, the Belgian Military Attaché shall transmit the documents to  
him by personal delivery or in any other manner consistent with  
United States security regulations. The designated attorney or  
agent shall then file the application in the United States Patent  
Office and shall forward to the Secretary of the Armed Services  
Patent Advisory Board a copy of the application as filed, as well as  
a copy of the document issued by Belgium to the patent applicant  
permitting him to file in the United States.

(g) The Government of the United States shall then place the  
application in secrecy.

(h) The applicant shall submit as soon as possible to the Belgian  
Ministry of National Defense the serial number and date of the  
United States application.

4. *Subsequent Correspondence Between Applicant and Foreign  
Patent Office.*

(a) All subsequent correspondence of a classified nature between  
an applicant in either country and the patent office in the other coun-

try shall be through the same channels as outlined for the original application.

(b) Unclassified formal notifications such as statements of fees, extensions of time limits, etc., may be sent by the patent offices directly to the applicant or his authorized representative without any special security arrangements.

5. *Removal of Secrecy*

(a) A secrecy order shall be removed only on the request of the originating Government.

(b) The originating Government shall give the other Government at least six weeks' notice of its intention to remove secrecy and shall take into account, as far as possible, any representations made by the other Government during this period.

6. *Notification of Changes in Laws and Regulations*

Each Government shall give the other Government prompt notice through the Technical Property Committee of any changes in its laws or regulations affecting these procedures.

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*The Belgian Minister of Foreign Affairs to the  
American Ambassador*

MINISTÈRE DES AFFAIRES ÉTRANGÈRES  
ET DU COMMERCE EXTÉRIEUR

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Direction Générale  
de la  
Politique

n° D.11.J/1184

BRUXELLES, le 18 -5- 1960

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser bonne réception de la lettre n° 170, daté du 6 mai 1960 par laquelle Votre Excellence m'a fait parvenir le texte de l'accord concernant la procédure relative à l'introduction réciproque des demandes de brevets classifiés en application des articles III et VI de l'accord conclu entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement belge, le 12 octobre 1954, ainsi que l'accord du Gouvernement de Votre Excellence.

Mon Gouvernement se déclare d'accord sur le texte annexé à la lettre précitée de Votre Excellence et prend bonne note du fait qu'à partir d'aujourd'hui la procédure en question sera réglée d'après les termes de l'accord prémentionné.

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Je saisis cette occasion, Monsieur l'Ambassadeur, de renouveler à  
Votre Excellence, l'assurance de ma très haute considération.

LE MINISTRE  
DES AFFAIRES ETRANGERES:

P WIGNY

P. Wigny.

Son Excellence

MONSIEUR WILLIAM A.M. BURDEN,  
*Ambassadeur des Etats-Unis d'Amérique,*  
*27, Boulevard du Régent,*  
*Bruxelles.-*

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
AND FOREIGN COMMERCE

Policy Division

No. D.11.J/1184

BRUSSELS, May 18, 1960

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note No. 170 dated  
May 6, 1960, with which Your Excellency transmitted to me the text  
of the Agreement regarding the procedure for the reciprocal filing  
of classified patent applications under the terms of Articles III and  
VI of the Agreement concluded between the Government of the  
United States of America and the Belgian Government on October  
12, 1954, as well as the agreement of Your Excellency's Government.

My Government agrees to the text appended to Your Excellency's  
note mentioned above and takes due note of the fact that the procedure  
referred to will henceforth be governed by the terms of the aforesaid  
Agreement.

I avail myself of this opportunity, Mr. Ambassador, to renew to  
Your Excellency the assurance of my very high consideration.

P WIGNY

P. Wigny.

*Minister of Foreign Affairs*

His Excellency

WILLIAM A. M. BURDEN,  
*Ambassador of the*  
*United States of America,*  
*27, Boulevard du Régent,*  
*Brussels.*



3093  
Oct. 12, 1954

**INTERCHANGE OF PATENT RIGHTS  
AND TECHNICAL INFORMATION  
FOR DEFENSE PURPOSES**

**Agreement between the  
UNITED STATES OF AMERICA  
and BELGIUM**

Signed at Brussels October 12, 1954

● Entered into force October 12, 1954

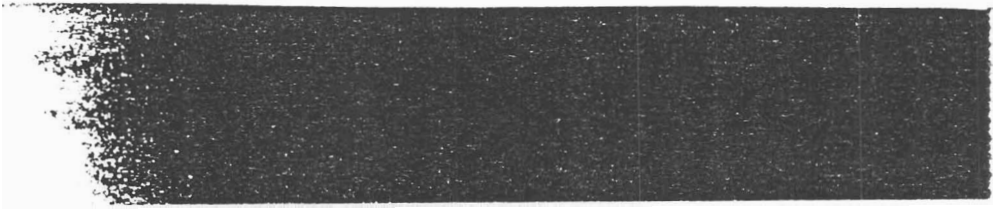
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AGREEMENT BETWEEN THE UNITED STATES OF AMERICA  
AND BELGIUM TO FACILITATE INTERCHANGE OF  
PATENT RIGHTS AND TECHNICAL INFORMATION  
FOR DEFENSE PURPOSES  
SIGNED AT BRUSSELS, OCTOBER 12th, 1954.

ACCORD ENTRE LES ETATS-UNIS D'AMERIQUE ET LA BELGIQUE  
EN VUE DE FACILITER L'ECHANGE MUTUEL DES BREVETS ET  
DES RENSEIGNEMENTS TECHNIQUES  
DANS UN BUT DE DEFENSE,  
SIGNE A BRUXELLES, LE 12 OCTOBRE 1954.



AGREEMENT BETWEEN THE UNITED STATES OF  
AMERICA AND BELGIUM  
TO FACILITATE INTERCHANGE OF  
PATENT RIGHTS AND TECHNICAL INFORMATION  
FOR DEFENSE PURPOSES.

ACCORD ENTRE  
LES ETATS-UNIS D'AMERIQUE ET LA BELGIQUE  
EN VUE DE FACILITER L'ECHANGE MUTUEL DES  
BREVETS ET DES RENSEIGNEMENTS TECHNIQUES  
DANS UN BUT DE DEFENSE.

The Government of the United  
States of America and the Government  
of Belgium,

Having agreed in the Mutual  
Defense Assistance Agreement signed  
in Washington on January 27, 1950,<sup>1</sup>  
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 defense, 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 recognized 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, defense production, facilitate

Le Gouvernement des Etats-Unis  
d'Amérique et le Gouvernement belge,

Ayant convenu, aux termes de  
l'Accord d'Aide pour la Défense mutual-  
le, signé à Washington le 27 janvier  
1950, de négocier, à la demande de  
l'un d'eux, des arrangements appropriés  
concernant les brevets et les rensei-  
gnements techniques;

Désirant contribuer, d'une manière  
générale, à la production d'équipement  
et de matériel destinés à la défense,  
en facilitant et en activant l'échange  
mutuel de brevets et de renseignements  
techniques; et

Considérant qu'il y a lieu de re-  
connaitre et de protéger pleinement  
les droits des particuliers titulaires  
de brevets et des détenteurs de ren-  
seignements techniques, conformément à  
la législation applicable à ces bre-  
vets et renseignements techniques;

Sont convenus de ce qui suit :

Article I.

Dans la mesure où il lui sera pos-  
sible de le faire sans limiter indûment  
ou entraver la production pour la dé-  
fense, chaque Gouvernement facilitera,

<sup>1</sup>Treaties and Other International Acts Series 2010: 1 UST 1.

the use of patent rights, and encourage the flow and use of privately-owned technical information, as defined in Article VIII, for defense purposes -

pour les besoins de la défense, l'utilisation des brevets et encouragera l'apport et l'emploi des renseignements techniques, définis à l'article VIII, qui sont détenus par des particuliers,

ACCORD ENTRE

LES ETATS D'AMERIQUE ET LA BELGIQUE  
POUR FACILITER L'ECHANGE MUTUEL DES  
RENSEIGNEMENTS TECHNIQUES  
A UN BUT DE DEFENSE.

a) through the medium of any existing commercial relationships between the owner of such patent rights and technical information and those in the other country having the right to use such patent rights and technical information; and

a) par le canal des relations commerciales qui pourraient exister entre le titulaire de ces brevets ou le détenteur de ces renseignements techniques et ceux qui, dans l'autre pays, ont le droit d'utiliser ces brevets et ces renseignements techniques et,

b) in the absence of such existing relationships, through the creation of such relationships by the owner and the user in the other country, provided that, in the case of information which is classified for security reasons by either Government, such arrangements are permitted by the laws and security requirements of both Governments, and provided further that the terms of all such arrangements shall remain subject to the applicable laws of the two countries.

b) à leur défaut, par la création de relations commerciales de cette nature, par le titulaire ou le détenteur et l'utilisateur dans l'autre pays, à condition que, dans le cas de renseignements qui sont classés par l'un des Gouvernements pour motifs de sécurité, la loi et les exigences de sécurité de l'un et l'autre gouvernement permettent de tels arrangements, et, à condition, en outre, que les termes de ces arrangements restent subordonnés à la législation des deux pays applicable en la matière.

entre les Etats-Unis  
et le Gouvernement belge,

convenu, aux termes de  
l'Accord pour la Défense mutuelle  
à Washington le 27 janvier  
1953, à la demande de  
certains arrangements appropriés  
entre les brevets et les renseignements

techniques, destinés à la défense,  
et en activant l'échange  
mutuel de renseignements  
techniques

afin qu'il y ait lieu de  
protéger pleinement  
les droits des titulaires  
de brevets et des détenteurs de renseignements  
techniques, conformément à  
ce qui est prévu dans  
l'Accord

et en ce qui suit :

Article I.

Assurance où il lui sera possible  
de produire sans limitation  
pour la défense le Gouvernement  
facilitera,

Article II.

When, for defense 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 endeavors 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 II.

Lorsqu'un des Gouvernements contractants communique à l'autre des renseignements techniques, pour les besoins de la défense, exclusivement à titre d'information, et que ceci est stipulé lors de la communication, le Gouvernement qui en est bénéficiaire considérera ces renseignements techniques comme confidentiels et mettra tout en oeuvre pour qu'il n'en soit fait aucun emploi susceptible de compromettre les droits de leur détenteur à l'obtention d'un brevet ou de toute protection légale analogue.

Article III.

When technical information made available, under agreed procedures, by one Contracting Government to the other for the purpose of defense discloses an invention which is the subject of a patent or patent application held in secrecy in the country of origin, similar treatment shall be accorded a corresponding patent application filed in the other country.

Article III.

Lorsque la mise à la disposition d'un Gouvernement d'un renseignement technique par l'autre Gouvernement contractant, selon une procédure convenue, et pour les besoins de la défense, a pour effet de révéler une invention faisant l'objet d'un brevet ou d'une demande de brevet tenu au secret dans le pays d'origine, un traitement similaire sera appliqué à la demande de brevet correspondante introduite dans l'autre pays.

Article IV.

a) Where privately-owned technical information

(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

(ii) is subsequently disclosed by that Government to the other Contracting Government for the purposes of defense and is used or disclosed by the latter Government without the express or implied consent of the owner,

the Contracting Governments agree that, where any compensation is paid to the owner by the Contracting Government first receiving the information, such payment shall be without prejudice to any arrangements which may be made between the two Governments regarding the assumption as between them of liability for compensation. The Technical Property Committee established under Article VI of this Agreement will discuss and make recommendations to the Governments concerning such arrangements.

Article IV.

a) Lorsqu'un renseignement technique détenu par un particulier :

(1) a été communiqué par son détenteur ou en son nom au Gouvernement contractant du pays dont il est ressortissant, et

(ii) est ensuite révélé, pour les besoins de la défense, par ce Gouvernement à l'autre Gouvernement contractant et est utilisé ou divulgué par ce dernier sans le consentement exprès ou tacite du détenteur,

les Gouvernements contractants conviennent que l'indemnité qui serait payée au détenteur par le Gouvernement contractant qui a reçu le premier le renseignement sera sans préjudice des arrangements qui pourraient intervenir entre les deux Gouvernements en vue d'assumer entre eux la responsabilité de l'indemnisation. Le Comité de la Propriété Technique établi par l'article VI du présent accord connaîtra de ces arrangements et fera des recommandations à leur sujet aux Gouvernements,

le III.

rsque la mise à la disposition  
vernement d'un renseignement  
e par l'autre Gouvernement  
tant, selon une procédure cor-  
st pour les besoins de la dé-  
pour effet de révéler une in-  
faisant l'objet d'un brevet  
demande de brevet tenus au  
dans le pays d'origine, un  
ent similaire sera appliqué  
mande de brevet correspondan-  
te dans l'autre pays.

b) When, for the purposes of defense, technical information is made available by a national of one Contracting Government to the other Government at the latter's request and use or disclosure is subsequently made of that information for any purpose whether or not for defense, the recipient Government shall, at the owner's request, take such steps as may be possible under its laws to provide prompt, just, and effective compensation for such use or disclosure to the extent that the owner may be entitled thereto under such laws.

b) Lorsque, pour les besoins de la défense, un renseignement technique est mis, par un ressortissant d'un Gouvernement contractant, à la disposition de l'autre Gouvernement, à la requête de ce dernier, et qu'il est utilisé ou divulgué à quelque fin que ce soit, en vue de la défense ou non, le Gouvernement qui en est bénéficiaire prendra les mesures que lui permet sa législation pour assurer au détenteur sur sa demande, une indemnisation rapide, équitable et effective pour couvrir cette utilisation ou cette divulgation, pour autant que le détenteur y soit admis en application de cette législation.

Article IV.

Lorsqu'un renseignement tech-  
stenu par un particulier :

a) a été communiqué par son détenteur ou en son nom au Gouvernement contractant du pays dont il est ressortissant, et

b) est ensuite révélé, pour les besoins de la défense, par ce Gouvernement à l'autre Gouvernement contractant et est utilisé ou divulgué par ce dernier sans le consentement exprès ou tacite du détenteur,

vernements contractants con-  
que l'indemnité qui serait  
détenteur par le Gouverne-  
t qui a reçu le pre-  
vement sera sans pré-  
gements qui pourraient  
les deux Gouvernements  
entre eux la respon-  
de indemnisation. Le Comi-  
Propriété Technique établi  
ticle VI du présent accord  
de ces arrangements et fera  
mandations à leur sujet aux  
ments.

Article V.

When one Contracting Government owns or has the right to grant a license to use an invention and that invention is used by the other Government for defense purposes, the using Government shall be entitled to use the invention without cost, except to the extent that there may be liability to a private owner with established interests in the invention. When one Contracting Government owns or controls entities having the right to grant a license to use an invention and that invention is used by the other Government for defense purposes, the using Government shall be entitled to a license on terms at least as favorable as may be received by the Government owning or controlling the entity concerned or by other entities thereof.

Article V.

Lorsqu'un Gouvernement contrac-  
tant détient une invention ou a le  
droit d'octroyer une licence pour  
son utilisation et que cette inven-  
tion est utilisée par l'autre Gou-  
vernement pour les besoins de la dé-  
fense, ce dernier Gouvernement aura  
le droit d'user de l'invention gra-  
tuitement dans la mesure où aucune  
obligation n'existe à l'égard d'un  
particulier qui détiendrait des droits  
sur cette invention. Lorsqu'un Gou-  
vernement contractant possède ou con-  
trôle des organismes qui ont le droit  
d'octroyer une licence pour l'utili-  
sation d'une invention et que cette  
invention est utilisée par l'autre  
Gouvernement pour les besoins de la  
défense, ce dernier Gouvernement au-  
ra le droit d'obtenir une licence à  
des conditions au moins aussi favora-  
bles que celles qui peuvent être fai-  
tes au Gouvernement qui possède ou  
contrôle l'organisme dont il s'agit  
ou aux autres organismes qui dépendent  
de ce Gouvernement.

Article VI.

There will be constituted a Technical Property Committee formed of representatives of both Governments. This Committee will have the responsibility of considering all problems created by the application of the present Agreement. It will confine itself to issuing recommendations, to collecting information, to initiating studies or inquiries, and especially it will be the function of the Committee

- a) To consider and make recommendations on such matters relating to the subject of this Agreement as may be brought before it by either Contracting Government.
- b) To make recommendations to the Contracting Governments concerning any question, brought to its attention by either Government, relating to patent rights and technical information which arises in connection with the mutual defense program.
- c) To assist, where appropriate, in the negotiation of commercial or other agreements for the use of patent rights and technical information in the mutual defense program.
- d) To take note of pertinent commercial or other agreements for the use of patent rights and technical information in the mutual defense program, and, where necessary, to obtain the views of the two Governments on the acceptability of such agreements.

Article VI.

Un Comité de la Propriété Technique composé des représentants de l'un et l'autre Gouvernement sera constitué. Ce Comité sera chargé d'examiner tout problème qu'aura suscité l'application du présent Accord. Il se bornera à formuler des recommandations, à recueillir des renseignements, à provoquer des études et des enquêtes, et il sera chargé notamment

- a) d'examiner les affaires qui rentrent dans l'objet du présent Accord et qui pourront lui être soumises par l'un ou l'autre Gouvernement contractant et d'émettre des recommandations à leur sujet;
- b) d'établir des recommandations à l'intention des Gouvernements contractants sur tout problème relatif aux droits de brevet et aux renseignements techniques qui pourrait naître à l'occasion de la réalisation du programme de défense mutuelle et qui serait soumis à son attention par l'un des deux Gouvernements;
- c) de contribuer, quand il convient, à la négociation de conventions commerciales ou autres relatives à l'utilisation de brevets et de renseignements techniques dans le cadre du programme de défense mutuelle;
- d) de prendre acte des conventions adéquates, commerciales ou autres, réglant l'utilisation de brevets et de renseignements techniques dans le cadre du programme de défense mutuelle et, pour autant que de besoin, de recueillir l'avis des deux Gouvernements sur la possibilité d'admettre ces conventions;

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e) To assist, where appropriate, in the procurement of licenses and to make recommendations, where appropriate, respecting payment of indemnities covering inventions used in the mutual defense program.

f) 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.

g) To keep under review all questions concerning the use, for the purposes of the mutual defense program, of all inventions which are, or hereafter come, within the provisions of Article V.

h) To make recommendations to the Contracting Governments, either with respect to particular cases or in general, on the means by which any disparities between the laws of the two countries governing the compensation for or otherwise concerning technical information made available for defense purposes might be remedied.

e) quand il convient, de contribuer à l'octroi de licences et d'émettre des recommandations concernant le paiement des indemnités couvrant l'exploitation des inventions dans le cadre du programme de défense mutuelle;

f) d'encourager les projets de collaboration technique entre les services armés des deux Gouvernements contractants et au sein de ces services ainsi que de faciliter l'utilisation des brevets et des renseignements techniques à la faveur de l'exécution de ces projets;

g) de procéder à l'examen constant de toutes questions en rapport avec l'exploitation, dans le cadre du programme de défense mutuelle, de toutes inventions qui tombent ou tomberont sous l'application de l'article V;

h) d'établir des recommandations à l'intention des Gouvernements contractants, tant dans les cas d'espèce qu'en principe, quant aux moyens de remédier aux différences entre les législations des deux pays relatives aux renseignements techniques communiqués pour les besoins de la défense, en matière d'indemnisation comme en toute autre matière.

Article VII.

Upon request, each Contracting Government shall, as far as practicable, supply to the other Government all necessary information and other assistance required for the purposes of:

a) affording the owner of technical information made available for defense purposes the opportunity of protecting and preserving any rights he may have in the technical information; and

Article VII.

Sur requête, chaque Gouvernement contractant fournira, dans toute la mesure du possible, à l'autre Gouvernement toutes les informations et toute autre aide rendues nécessaires dans le but :

a) d'accorder au détenteur de renseignements techniques communiqués pour les besoins de la défense la possibilité de faire protéger et de conserver les droits qu'il peut avoir sur ces renseignements techniques; et



b) assessing payments and awards arising out of the use of patent rights and technical information made available for defense purposes.

b) de fixer les paiements et indemnités consécutifs à l'utilisation de brevets et de renseignements techniques rendus disponibles pour les besoins de la défense.

Article VIII.

Article VIII.

a) "Technical information" as used in this Agreement 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.

a) L'expression "renseignements techniques" utilisée dans le présent Accord désigne les renseignements émanant de leur détenteur ou dont il a une connaissance particulière, et ceux dont il a le secret et auxquels le public n'a pas accès;

b) The term "use" includes manufacture by or for a Contracting Government.

b) Les termes "usage, utilisation, exploitation" comprennent la fabrication par un Gouvernement contractant et la fabrication pour son compte;

c) Nothing in this Agreement shall apply to patents, patent applications and technical information in the field of atomic energy.

c) Aucune clause du présent Accord ne s'appliquera aux brevets, demandes de brevets et renseignements techniques du domaine de l'énergie atomique;

d) Nothing in this Agreement shall contravene present or future security arrangements between the Contracting Governments.

d) Aucune clause du présent Accord ne pourra déroger à un accord de sécurité actuel ou à venir entre les Gouvernements contractants.

Article IX.

Article IX.

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

a) Le présent Accord entrera en vigueur à la date de sa signature;

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

b) Les termes du présent Accord pourront être révisés à tout moment, à la demande d'un des Gouvernements;

c) This Agreement shall terminate on the date when the Mutual Defense Assistance Agreement terminates or six months after notice of termination by either Contracting Government, whichever is sooner, but

c) Le présent Accord prendra fin à la date d'expiration de l'Accord d'Aide pour la Défense Mutuelle ou six mois après sa dénonciation par l'un ou l'autre des Gouvernements contractants si elle intervient avant

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Article VIII.

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Article IX.

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without prejudice to obligations and  
liabilities which have then accrued  
pursuant to the terms of this Agreement.

In witness whereof the representatives  
of the two Governments, duly authorized  
for the purpose, have signed this  
Agreement.

Done at Brussels, in duplicate,  
in the English and French languages,  
both texts authentic, this 12th day of  
October, 1954.

FOR THE UNITED STATES OF AMERICA:  
POUR LES ETATS-UNIS D'AMERIQUE:

F M ALGER JR.  
[SEAL]

cette date, mais sans préjudice des  
engagements et obligations acquis à  
ce moment aux termes de l'Accord.

En foi de quoi les représentants  
des deux Gouvernements, dûment auto-  
risés à cet effet, ont signé le pré-  
sent Accord.

Fait à Bruxelles, en double  
exemplaire, en langues anglaise et  
française, les deux textes faisant  
foi, le 12 octobre 1954.

FOR BELGIUM :  
POUR LA BELGIQUE :

P. H. SPAAK  
[SEAL]