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Russia - Science and Technology [1992]

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Following Page

John



United States Department of State

*Bureau of Oceans and International
Environmental and Scientific Affairs*

Washington, D.C. 20520

April 15, 1992

Umbrella

MEMORANDUM

TO: Distribution

FROM: OES/SCT - Martin Prochnik *Al for MP*

SUBJECT: Request for Circular 175 Authority to Negotiate and Conclude an Agreement Relating to Science and Technology Cooperation between the Government of the United States of America and the Government of the Russian Federation

Attached is a draft memorandum requesting Circular 175 Authority to negotiate and conclude an umbrella S&T agreement between the U.S. and Russia (Tab 1). It will be necessary to have a cleared text of the draft agreement (Tab 2) to present to Russian Minister Saltykov during his Washington visit, April 28-29, in anticipation of signing the new agreement at the proposed June summit meeting between Presidents Bush and Yeltsin.

Please review these documents and provide your comments/clearance to Cathleen Campbell, 647-4662 (phone) and 647-0773 (fax), or Elora Sayre on 647-3632 no later than COB April 22, 1992. If there is a problem meeting this deadline, please advise immediately; your clearance will be assumed if you have not responded by that time.

Attachments:
As stated.

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United States Department of State

*Bureau of Oceans and International
Environmental and Scientific Affairs*

Washington, D.C. 20520

MEMORANDUM

TO: OES - Mr. Bohlen

THROUGH: OES/S - John P. Boright

FROM: OES/SCT - Martin Prochnik

SUBJECT: Request for Circular 175 Authority to Negotiate and Conclude an Agreement Relating to Science and Technology Cooperation between the Government of the United States of America and the Government of the Russian Federation

ISSUE FOR DECISION

Whether to grant Circular 175 authority to negotiate and conclude an umbrella Science and Technology Agreement (STA) between the United States and Russia.

DESCRIPTION OF THE AGREEMENT

Purpose: To provide a framework for scientific and technological cooperation between the U.S. and Russia and to promote and strengthen collaboration in this area.

Background

During the Basic Sciences Joint Commission meeting in May 1991, it was suggested that the U.S. and USSR should begin to consider new arrangements for their longstanding S&T cooperation. Specifically, the sides discussed an umbrella Agreement. Since the dissolution of the USSR, our S&T cooperation has continued with the newly independent states under the framework of agreements signed with the USSR. During his February visit to Washington, and again during discussions held at the OECD Ministerial this month, Russian Minister Saltykov expressed interest in concluding an umbrella STA with the U.S. in time for signature at the proposed June summit

meeting between Presidents Bush and Yeltsin. Due to the extremely tight schedule, it is desirable to give Minister Saltykov the proposed Agreement when he visits Washington on April 28-29.

The umbrella Agreement is intended to serve as an overall framework for a U.S.-Russia S&T relationship and facilitate cooperation through current and future science and technology agreements and memoranda. Annual consultations provided for in the Agreement will facilitate discussion of policy issues as well as programmatic concerns which cut across various cooperative activities.

The new umbrella Agreement will not modify existing S&T agreements between the United States and Russia, but these agreements will be subject to the provisions of this STA. This Agreement in no way should impede ongoing or planned cooperation under existing agreements or arrangements.

On April 13, the State Department received from Embassy Moscow a preliminary Russian draft of an umbrella S&T agreement. The text apparently has not been fully coordinated within the Russian Government. We will continue developing our text and, once it is cleared interagency, propose it to the Russians as the basis for negotiations.

SOURCE OF FUNDING

Activities under this Agreement are subject to and dependent upon the financial support and personnel available to the Parties. The Department of State commits no funds or personnel to the implementation of the Agreement.

ENVIRONMENTAL CONSIDERATIONS

Activities under the proposed Agreement will not be subject to review under E.O. 12114 (January 4, 1979), "Environmental Effects Abroad of Major Federal Actions." The Executive Order does not require environmental documentation with regard to the environmental effects of activities in which affected states participate, as Russia will in this case.

CONGRESSIONAL CONSULTATIONS

H, OES, and EUR have determined that no Congressional consultations are necessary due to the routine and technical nature of this Agreement.

INTELLECTUAL PROPERTY RIGHTS

The adequate protection and allocation of intellectual property created or furnished under the proposed Agreement and relevant implementing agreements or arrangements are provided for in Annex II, which is the standard annex developed by the Ciset in May 1991 and proposed and adopted by several countries.

LEGAL AUTHORITY

On September 18, 1981, pursuant to Circular 175 procedures, the Under Secretary for Security Assistance, Science and Technology reconfirmed the authority of OES to approve the negotiation and conclusion of routine S & T agreements with other governments, subject to approval of the final texts by the appropriate regional bureau and L. Legal authority to negotiate and conclude this Agreement is derived from the President's Constitutional powers (Article II) and his authority to represent the nation in foreign affairs, as exercised by the Secretary of State on a day-to-day basis (22 U.S.C. Section 2656). Additional authority is contained in 22 U.S.C. 2656d, which states that the "Secretary of State ... shall have primary responsibility for coordination and oversight with respect to all major science or science and technology agreements and activities between the United States and foreign countries..."

RECOMMENDATION

That you grant Circular 175 authority to negotiate and conclude the umbrella STA between the U.S. and Russia, subject to the concurrence of L, OES, EUR and other bureaus and agencies, as appropriate, to any changes to the proposed text.

Approve: _____ Disapprove: _____

Date: _____

Attachment:

Draft Umbrella S&T Agreement

**AGREEMENT RELATING TO SCIENCE AND TECHNOLOGY COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE RUSSIAN FEDERATION**

The Government of the United States of America and the Government of the Russian Federation (hereinafter referred to as "the Parties")

- o Realizing that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology to the benefit of both countries, as well as all mankind;
- o Affirming that in sharing responsibilities for contributing to the world's future prosperity and well-being, they should make further efforts to strengthen their respective national research and development policies;
- o Considering scientific and technology cooperation as important for the development of national economies;
- o Wishing to establish closer and more regular international cooperation between scientific organizations and individual scientists;
- o Desiring to set forth the policy framework for the conduct of the overall science and technology relationship between the Parties;

Have agreed as follows:

ARTICLE I

Purposes

The purposes of this Agreement are to strengthen scientific and technological capabilities of the Parties, to broaden and expand relations between the scientific and technological communities in both countries, and to promote scientific and technological cooperation in areas of mutual benefit.

ARTICLE II

Policy Framework

1. This Agreement establishes the policy framework for the overall science and technology relationship between the Parties, including collaboration in large-scale scientific projects ("megaprojects"). To strengthen that relationship, the Parties will conduct their science and technology relationship based on the principles of:

- A. Shared responsibilities and mutual and equitable contributions and benefits, commensurate with the two countries' respective scientific and technological strengths and resources;
- B. Comparable access to major government-sponsored or government-supported programs and facilities for visiting researchers, and comparable access to and exchange of information, in the field of scientific and technological research and development;
- C. Adequate and effective protection and equitable distribution of intellectual property rights introduced and/or created in the course of collaboration;
- D. General transparency of policies and programs to facilitate mutual understanding and the identification of opportunities for coordination and cooperation; and
- E. Widest possible dissemination of research results and related information consistent with applicable national laws and regulations.

2. Under this policy framework, the Parties shall discuss important science, technology, and policy issues related to the overall science and technology relationship between the two countries.

ARTICLE III

Methods of Cooperation

The Parties will encourage cooperation through exchanges of scientific and technical information; exchanges of scientists and technical experts; conduct of joint research projects, including megaprojects; jointly convening seminars and meetings; training of scientists and technical experts; and other forms of scientific and technological cooperation as may be mutually agreed upon.

ARTICLE IV

Cooperating Entities

The Parties shall encourage and facilitate, as appropriate, contacts and cooperation between government agencies, universities, research centers, institutions, private sector firms and other entities of the two countries, and the conclusion, under equitable terms and conditions, of arrangements for the conduct of such activities.

ARTICLE V

Joint Commission

The Parties hereby establish a U.S.-Russian Federation Joint Commission on Cooperation in Science and Technology (hereinafter referred to as the "Joint Commission"). The composition of the Joint Commission and the principles for its operation are specified in Annex I.

ARTICLE VI

Information and Intellectual Property

1. Scientific and technological information of a non-proprietary nature resulting from cooperation under this Agreement, other than information which is not disclosed for commercial or industrial reasons, shall be made available to the world scientific community through procedures established by the Parties, unless otherwise agreed.
2. The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement is provided for in Annex II which shall form an integral part of this Agreement and shall apply to all activities conducted under the auspices of this agreement unless agreed otherwise by the Parties in writing.

ARTICLE VII

Implementing Arrangements

1. Within the policy framework of this Agreement, agencies and entities of the two Parties may conclude implementing arrangements in specific areas of science and technology cooperation under this Agreement. These implementing arrangements may cover procedures to be followed, treatment of intellectual property, funding and other appropriate matters. With respect to funding, costs shall be borne as mutually agreed. The conclusion of these implementing arrangements shall be in accordance with prevailing laws, regulations and procedures of the Parties.

2. Agreements and other arrangements between the U.S. and the former USSR relating to science and technology, which have not terminated in accordance with their terms, and which continue in force between the United States and the Russian Federation, shall be deemed to be subject to the provisions of this Agreement.

3. This Agreement does not otherwise modify these existing science and technology agreements and other arrangements. However, the Parties or their appropriate agencies may amend such agreements or arrangements, as may be agreed, in accordance with their relevant amendment procedures, to more fully reflect the policy framework and other relevant Articles of this Agreement.

ARTICLE VIII

Other Conditions

A. Each Party shall, to the extent permitted by applicable laws and regulations, facilitate the entry into and exit from its territory of those persons engaged in activities under this Agreement, as well as entry and exit of appropriate instrumentation and equipment;

B. Each Party shall facilitate prompt and efficient access of persons of the other Party participating in the implementation of this Agreement to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists, and researchers.

C. The Parties may, as mutually agreed, invite scientists, technical experts and entities of third countries or international organizations to participate in projects and programs being carried out under this Agreement.

D. All cooperative activities under this Agreement shall be undertaken in accordance with applicable laws in both countries and subject to the availability of funds from the Parties.

ARTICLE IX

1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for five years. It may be extended for further five-year periods by written agreement of the Parties.

2. This Agreement may be terminated at any time by either Party giving six months written notice to the other Party.

3. Termination of this Agreement shall not affect the implementation of any cooperative activity undertaken related to this Agreement and not fully executed at the time of expiration of this Agreement.

4. This Agreement may be amended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at _____, this _____ day of _____,
1992, in duplicate in the English and Russian languages, both texts being equally
authentic

FOR THE GOVERNMENT OF THE
THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF
THE RUSSIAN FEDERATION:

ANNEX I

U.S.-Russian Federation Joint Commission on Cooperation in Science and Technology

In accordance with Article V of this Agreement:

1. The U.S.-Russian Federation Joint Commission on Cooperation in S&T (Joint Commission) will consist of representatives of both Parties. The Joint Commission shall be co-chaired by the Director of the Office of Science and Technology Policy of the United States of America and the Minister of Science, Higher Education and Technology Policy of the Russian Federation.
2. Members of the Joint Commission shall serve without compensation.
3. The Joint Commission shall adopt procedures for its operation.
4. The Joint Commission, normally alternating its annual meetings between the United States of America and Russia, shall serve as the forum for the Parties to consider, under the policy framework of this Agreement, matters of importance in the overall science and technology relationship between the two countries, means to facilitate cooperation between the Parties in science and technology, and the cooperative activities related to this Agreement.
5. In this context, entities participating in cooperative activities under this Agreement, shall make reports through the Parties on an annual basis to the Joint Commission. Such reports shall include information pertaining to major new joint collaborative research activities, technical and management issues related to the cooperative activities, outlook for new and expanded joint cooperation, and any other issues deemed relevant and necessary for Joint Commission consideration.
6. The Joint Commission may designate the necessary experts to discuss, analyze and make recommendations on specific questions.
7. In the intervals between the meetings of the Joint Commission, representatives of the two Parties shall meet, if necessary, to discuss and further the implementation of the Agreement and to exchange information on the progress of programs, projects and activities of common interest.

ANNEX II
INTELLECTUAL PROPERTY

Pursuant to Article VI of this Agreement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

I. SCOPE

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

C. This Annex addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with the Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

D. Disputes concerning intellectual property arising under this Agreement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.

E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

II. ALLOCATION OF RIGHTS

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in Section II(A) above, shall be allocated as follows:

1. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.

2. (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. Rights and interests in third countries will be determined in implementing arrangements. If research is not designated as "joint research" in the relevant implementing arrangement, rights to intellectual property arising from the research will be allocated in accordance with paragraph IIB1. In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.

- (b) Notwithstanding paragraph IIB2(a), if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to royalties as provided in paragraph IIB2(a).

III. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under the Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

AID TO THE FORMER SOVIET UNION

The President's budget requests \$620 million in new appropriations for fiscal years 1992 and 1993 for assistance to the republics of the former Soviet Union. Funding will be used to deliver emergency humanitarian relief and provide technical assistance to support democratic reform and promote economic restructuring. The request includes:

- \$500 million for a special Humanitarian and Technical Assistance Account to meet emerging humanitarian and special assistance needs as they arise.
- \$100 million in Economic Support Funds for technical assistance activities to promote democratic reforms and economic restructuring.
- \$10 million in Development Assistance funds targeted at development activities in republics with lower per capital incomes.
- \$10 million in PL-480 Food for Peace money for "Farmer-to-Farmer" Program to send U.S. farmers and agribusiness experts to provide training and advice to counterparts in the new independent states.

These funds will be combined with \$860 million in resources available under existing legislation, including:

- About \$210 million in food assistance (\$165 million in food aid and \$45 million in surplus Department of Defense stocks).
- \$100 million in Department of Defense money for transportation of humanitarian relief.
- \$400 million in Defense funds for the assistance in eliminating nuclear arms and chemical weapons.
- \$30 million in U.S. Agency for International Development (USAID) funds to provide urgently needed medical supplies.
- \$120 million in USAID and US Commodity Credit Corporation (CCC) funds for technical assistance activities.*

The United States also has announced \$3.75 billion in Commodity Credit Corporation export guarantees for the purchase of food. About \$3 billion has already been used to purchase U.S. commodities. Together with the \$1.5 billion in existing and proposed grant assistance described above, the President proposed to provide more than \$5 billion in assistance to republics of the former Soviet Union. U.S. assistance is only part of a global response, with over 50 nations and multilateral institutions committed to providing over \$27 billion to the new independent states.

*Some of these funds are subject to congressional notification procedures.

PROGRAM	AVAILABLE UNDER EXISTING LEGISLATION				REQUIRES NEW APPROPRIATION			TOTAL
	FY 1991 Actual	FY 1992 Estimate	FY 1993 Estimate	TOTAL	FY 1992 Proposed	FY 1993 Proposed	TOTAL	
Grant Assistance (Budget Authority)								
DoD Assistance**								
Transportation Funds	-	100	-	100	-	-	-	100
Nuclear Disarmament	-	400	-	400	-	-	-	400
Humanitarian/Technical								
Humanitarian/Technical Assistance	-	-	-	-	150	350	500	500
Economic Support Funds	5	80*	-	85	-	100	100	185
USAID Disaster Assistance, Medical	5	25	-	30	-	-	-	30
USAID Development Assistance	-	5*	-	5	-	10	10	15
PL 480, Farmer-to-Farmer	-	10	-	10	-	10	10	20
USDA Technical Assistance**	-	5	15	20	-	-	-	20
Food Assistance**								
USDA Food Aid	-	165	-	165	-	-	-	165
DoD Surplus Stock Donations	-	45	-	45	-	-	-	45
Subtotal, Grants	10	835	15	860	150	470	620	1,480
Credit Programs (Face Value)**								
USDA Export Credit Guarantees	1,915	1,835	0	3,750	-	-	-	3,750
TOTAL	1,925	2,670	15	4,610	150	470	620	5,230

* Use of these FY 1992 funds subject to congressional notification procedures.

**Not considered international affairs spending for purpose of the Budget Enforcement Act.

Add \$6.5M for ongoing S&T Cooperation, \$2M for SSC, \$6M for PU238 buy; TOTAL - \$14.5M

Known US business investment in CIS: \$400M

(Deterred by chaotic business climate and enormous political/economic risks seen as disproportionate to likely rewards.)

Withdrawal/Redaction Sheet

(George Bush Library)

Document No. and Type	Subject/Title of Document	Date	Restriction	Class.
01. Telegram	To: Secretary of State From: US Embassy in Moscow RE: Russian Science Ministry Draft S&T Umbrella Agreement (2 pp.)	4/2/92	(b)(1)	

Collection:

Record Group: Bush Presidential Records
Office: Science and Technology Policy, Office of (OSTP)
Series: Bromley, D. Allan, Files
Subseries: International Files - Country Files
WHORM Cat.:
File Location: Russia - Science and Technology [1992]

Date Closed:	5/6/2010	OA/ID Number:	62069-002
FOIA/SYS Case #:	2005-0336-F	Appeal Case #:	
Re-review Case #:		Appeal Disposition:	
P-2/P-5 Review Case #:		Disposition Date:	
AR Case #:		MR Case #:	
AR Disposition:		MR Disposition:	
AR Disposition Date:		MR Disposition Date:	

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P-1 National Security Classified Information [(a)(1) of the PRA]
P-2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P-3 Release would violate a Federal statute [(a)(3) of the PRA]
P-4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
P-5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
P-6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Removed as a personal record misfile.

Freedom of Information Act - [5 U.S.C. 552(b)]

(b)(1) National security classified information [(b)(1) of the FOIA]
(b)(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
(b)(3) Release would violate a Federal statute [(b)(3) of the FOIA]
(b)(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
(b)(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
(b)(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
(b)(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
(b)(9) Release would disclose geological or geophysical information

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AR Disposition Date:		MR Disposition Date:	

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United States Department of State

*Bureau of Oceans and International
Environmental and Scientific Affairs*

Washington, D.C. 20520

MEMORANDUM

TO: T - Ambassador Bartholomew

FROM: OES - Curtis Bohlen

SUBJECT: Request for Circular 175 Authority to Negotiate and Conclude an Agreement Relating to Science and Technology Cooperation between the Government of the United States of America and the Government of the Russian Federation

ISSUE FOR DECISION

Whether to grant Circular 175 authority to negotiate and conclude an umbrella Science and Technology Agreement (STA) between the United States and Russia.

DESCRIPTION OF THE AGREEMENT

Purpose: To provide a framework for scientific and technological cooperation between the U.S. and Russia and to promote and strengthen collaboration in this area.

Background

During the Basic Sciences Joint Commission meeting in May 1991, the U.S. and USSR co-chairmen agreed that the U.S. and USSR should begin to consider new arrangements for their longstanding S&T cooperation. Specifically, they discussed an umbrella Agreement. Since the dissolution of the USSR, our S&T cooperation has continued with the newly independent states under the framework of agreements signed with the USSR. During his February visit to Washington, and again during discussions held at the OECD Ministerial this month, Russian Minister Saltykov expressed interest in concluding an umbrella STA with the U.S. in time for signature at the proposed June summit meeting between Presidents Bush and Yeltsin. During meetings in Washington in late April, Minister Saltykov agreed that there is inadequate time to negotiate an agreement for signature at the summit. He agreed to work towards a joint statement at the summit which may include a reference to concluding an umbrella agreement sometime in the future.

The proposed umbrella Agreement establishes general policy guidelines for the U.S.-Russia S&T relationship and facilitates cooperation through the forum of a Joint Commission, which may consider matters of importance arising from activities under current and future S&T agreements, memoranda, and project agreements. Annual consultations, chaired by the Director of OSTP and consisting of senior representatives of interested agencies will facilitate discussion of policy issues as well as programmatic concerns which cut across various cooperative activities. The Joint Commission will not consider issues outside the competency of those representatives attending each meeting.

Agreements and other arrangements between the U.S. and the former USSR, which have not terminated in accordance with their terms, continue in force between the U.S. and the Russian Federation. They will be subject to the general policy guidelines of the Agreement. Also, in accordance with Article VII, the Joint Commission shall receive annual reports about cooperative activities under these agreements and other arrangements and shall consider matters of general importance in the broad science and technology relationship between the two countries. The umbrella agreement does not otherwise modify these existing S&T agreements or arrangements. It is our intention that the Basic Sciences Agreement Joint Commission would no longer meet, but joint committees under other S&T agreements can continue to do so, and the reports of such joint committee meetings can serve as the basis of the report called for in Annex I, paragraph 5. Further, the conclusion of the proposed umbrella agreement with Russia does not terminate or otherwise affect S&T agreements originally concluded with the USSR that remain in force with respect to non-Russian FSU states. The term implementing arrangements in Article VII is interpreted broadly to encompass governmental and agency agreements and memoranda of understanding, as well as programmatic activities.

All science and technology components of S&T agreements, however denominated, will be subject to the provisions of the proposed umbrella agreement, including those S&T activities which are supported by technical assistance funds. Technical assistance funds used for other, non S&T activities are not subject to the provisions of the proposed umbrella agreement. In practical terms, this means that the policy forum of the Joint Commission will impact only that assistance utilized in S&T cooperative activities. The Joint Commission's competence does not extend to technical assistance for non-S&T activities. Operating agencies will be responsible for identifying S&T activities funded by technical agencies.

On April 13, the State Department received from Embassy Moscow a preliminary Russian draft of an umbrella S&T agreement. The text apparently has not been fully coordinated within the Russian Government. If the attached text is cleared, it will be given to the Russians as the basis for negotiations.

Once this agreement is concluded, similar agreements with other former Soviet Union states will be assessed on a case-by-case basis.

SOURCE OF FUNDING

Activities under this Agreement are subject to and dependent upon the availability of funds and personnel. The Department of State commits no funds or personnel to the implementation of the Agreement.

ENVIRONMENTAL CONSIDERATIONS

Activities under the proposed Agreement will not be subject to review under E.O. 12114 (January 4, 1979), "Environmental Effects Abroad of Major Federal Actions." The Executive Order does not require environmental documentation with regard to the environmental effects of activities in which affected states participate, as Russia will in this case.

CONGRESSIONAL CONSULTATIONS

H, OES, and EUR have determined that no Congressional consultations are necessary due to the routine and technical nature of this Agreement.

INTELLECTUAL PROPERTY RIGHTS

The adequate protection and allocation of intellectual property created or furnished under the proposed Agreement and relevant implementing agreements or arrangements are provided for in Annex II, which is the standard annex developed by the Ciset in May 1991 and proposed and incorporated in a number of agreements with other countries. Existing agreements and arrangements containing different IPR language would continue to be governed by that language, in accordance with Article VI of the proposed Agreement. Consideration of different IPR provisions for new and renewal agreements will not be prejudiced by the existence of Annex II of the proposed Agreement. It is understood that the "guidelines" for using the IPR language issued on May 1, 1990 continue to govern the use of the IPR language in Annex II of this Agreement.

LEGAL AUTHORITY

Legal authority to negotiate and conclude this Agreement is derived from the President's Constitutional powers (Article II) and his authority to represent the nation in foreign affairs, as exercised by the Secretary of State on a day-to-day basis (22 U.S.C. Section 2656). Additional authority is contained in 22 U.S.C. 2656d, which states that the "Secretary of State ... shall have primary responsibility for coordination and oversight with respect to all major science or science and technology agreements and activities between the United States and foreign countries..."

RECOMMENDATION

That you grant Circular 175 authority to negotiate and conclude the umbrella S&T agreement along the lines of the proposed text (Tab 1) between the U.S. and Russia, subject to the concurrence of L, OES, EUR and other bureaus and agencies, as appropriate, to any changes to the proposed text.

Approve: _____ Disapprove: _____

Date: _____

Attachment:

Tab 1 - Draft Agreement Relating to Science and
Technology Cooperation Between the Government of
the United States of America and the Government
of the Russian Federation

Drafted: OES/SCT:CACampbell;ESayre, 4/13/92
SESCTA 7060

Cleared:

L/T: GTaft
OES/EX: JLewis
FMP/BP: PArtabane
OSTP: SBowden
OSTP: John O'Neil
USTR: HBroadman
OMB: JNix
EPA: WFreeman
NRC: EShomaker
DOJ: MLawton
USDA: DKincaid
HUD: JGeraghty

L/OES: SMurphy
OES: LStrachan
FMP/MP: AFairchild
DOC/ITA: CWessner
CIA: JTerry
DOI: KWashburn
HHS: PHenry
DOE: HJaffe
NASA: PSmith
NIST: KGordon
SMIN: RSeefeldt
AID:RBISSELL

H: SStyles
EB/IFD/IPC: FBaron
EUR/ISCA: JTefft
NSF: MBardon
COMEX: JDearlove
DOD/DTSA: JThomas
HHS/FIC: PSchambra
NSC: EMelby
DOT: Ballen
NOAA: BMoore
TREA: EMurphy

TO: T - Ambassador Bartholomew

FROM: OES - Curtis Bohlen

SUBJECT: Request for Circular 175 Authority to Negotiate
and Conclude an Agreement Relating to Science and
Technology Cooperation between the Government of
the United States of America and the Government
of the Russian Federation

I have granted Circular 175 authority to negotiate and
conclude the subject Agreement. I have attached a copy of this
document for your files.

Attachment:
As stated.

cc: E/C - Mr. Zoellick

May 11, 1992

MEMORANDUM FOR TOM RATCHFORD

FROM: SARA BOWDEN

SUBJECT: TALKING POINTS FOR CALL TO TIM ATKESON

As we discussed yesterday, you need to call Tim Atkeson at EPA to discuss EPA's non-concurrence on the Circular 175 for the umbrella agreement with Russia. Attached you will find the two memos sent to State from EPA indicating their non-concurrence with the Circular 175. The first memo, dated April 22, is quite detailed and was discussed at length in an interagency meeting on April 23 with Bill Freeman from EPA. The four issues raised in the memo were discussed, and measures taken to resolve the issues where possible.

- o **Applicability:** I clarified that any activity that was science and technology, regardless of its funding source would be covered by the umbrella agreement. Language to that effect was put in the circular 175 to accommodate EPA's concerns.
- o **Practical effects:** Recognizing EPA's concerns, we agreed to change the term "policy framework" to "policy guidelines". I also assured EPA that it was not our intention to "add a new layer of review and clearance" which I agreed was in no one's interest. While they seem to trust my word, they indicate that they need more evidence. That I can not provide.
- o **Coordination on the Russian Side:** This is a weak argument. EPA wants us to evaluate Saltykov's authority to negotiate an agreement. I stated that I understood their concern, but there is little or nothing I can do about this. We must table the agreement to get the reaction from the Russian side.
- o **Relation to non-scientific activities:** This issue relates to the first. In particular, EPA is concerned about technical assistance in S&T agreements. I agreed to put the technical assistance language in the Circular 175.

Following the circulation of the second draft of the Circular 175, EPA sent in a non-concurrence memo on May 5 restating its original concerns and asking for further clarification. There is not rationale for such a memo except to staff the process. I believe you must call Tim to get his agreement that EPA will move forward in this process in good faith.

Energy has now cleared on the Circular 175. The only outstanding clearances are EPA, OMB and DOS. OMB has linked its concurrence to that of DOS. I suggest that you call Dan to get his rationale for withholding clearance.

Attachments



United States Department of State

*Bureau of Oceans and International
Environmental and Scientific Affairs*

Washington, D.C. 20520

April 3, 1992

TO: GOSSAT

FROM: OES/SCT - Martin Prochnik *MP*

SUBJECT: Correction on Status of Tranche 2 Review and
Approval of NSF Proposal

PCC (OES) Meeting

Following the President's policy announcement, we are entering a new phase of activities that will be raised to the PCC (OES) for execution. This includes a review of our S&T policy toward the former Soviet Union, to be accomplished over the next month, and considering, among other things, the status of agreements, oversight procedures, and the promulgation of technical agency proposals through the review and approval process previously handled by GOSSAT.

The attached announcement schedules the first PCC for April 8. At that time, your principal should be prepared to provide a final position on Tranche 2 and Tranche 3 proposals (agency comments on the latter were requested by April 8). (FYI: As noted in the attached memo, COMEX has approved all the Tranche 3 proposals "...with the proviso that COMEX review specific program details as they are developed.") At the April 8 meeting, the PCC will decide necessary next steps both for these proposals and any subsequent proposals that require interagency review. The following provides an interim update on the review of Tranche 2 and Tranche 3 proposals.

Correction of Status of Tranche 2 Review

In our March 31 memo on GOSSAT approval of Tranche 2 proposals we inadvertently omitted DOE proposal #25, "Lead Cooled Reactor Design." Please add the proposal to the list of those still pending.

DOI proposal #58, "Arctic Offshore Mineral Development," is approved provided MMS continues to fund the activities. Part I of DOI proposal #58R, "Operational/Environmental Safety," is also approved. Part II of that proposal is approved contingent on third party funding. DOI proposal #56, "Manganese Crust Investigations," awaits DOD/Navy clearance.

-2-

DOI proposals #54, "Natural Resource Development" and #55, "Land Privatization," were identified in the March 31 memo as proposals still pending and also those to be considered under Tranche 3. They should be included only in the list of proposals moved to Tranche 3.

Agencies with proposals still pending are reminded to contact their OMB budget examiner to resolve differences. Please relay the results of those consultations to Cathy Campbell, (202) 647-4662 or FAX (202) 647-0773, so that we may update our records.

Approval of NSF Proposal

The NSF proposal #2, "Cooperative Research Projects," has been approved. The COMEX opinion on this, as well as all Tranche 3 proposals, is attached.

Attachments:

As stated.

Drafted:
OES/SCT - CACampbell
SESCTA 6917

Cleared:
OES/SCT - AWReynolds



United States Department of State

*Assistant Secretary of State for Oceans and
International Environmental and Scientific Affairs*

Washington, D.C. 20520

UNCLASSIFIED
MEMORANDUM

APR 2 1992

TO: PCC PARTICIPANTS

FROM: Richard J. Smith, Acting Chairman
PCC on Oceans and International Environmental
and Scientific Affairs

SUBJECT: Scientific and Technological Relations with
Russia and Other States of the Former USSR

A meeting of the Policy Coordinating Committee on Oceans and International Environmental and Scientific Affairs will be held to review our science and technology policy towards Russia and the other new states of the former USSR, as follows:

DATE: April 8, 1992

TIME: 2:00 - 4:00 P.M.

LOCATION: Room 1408, State Department

AGENDA:

- o Status of S&T agreements and appropriate new agreements
- o Coordination procedures
- o Finalizing of subcommittee (GOSSAT) review of project proposals
- o Other S&T/assistance issues, including reactor safety

One principal from each agency plus one other participant are invited to attend the meeting. Participants should confirm their attendance with Mrs. Elora Sayre, phone: 647-3632.

A discussion paper will be distributed in advance of the meeting.

UNCLASSIFIED

DIRECTOR OF CENTRAL INTELLIGENCE

NONPROLIFERATION CENTERSubcommittee on Exchanges
(COMEX)1 April 1992
EC-273-92

MEMORANDUM FOR: Martin Prochnik
Bureau of Oceans and International
Environmental and Scientific Affairs
Department of State

FROM: Executive Secretary, COMEX

SUBJECT: Tranche 3 - FSU Proposals for GOSSAT Review

GOSSAT requested the review of 55 proposals for new and enhanced activities for S&T cooperation with the former Soviet Union. The following programs are recommended for approval with the proviso that COMEX review specific program details as they are developed:

2. Cooperative Research Projects
4. Centers of Excellence
5. Degree Granting Systems
6. University Research Management
7. Research Management Internships
8. Industry-University Linkages
9. Science and Engineering Education
11. Competitive Grant-Making
12. Science Literature/Meetings
16. Fusion Theory Development
17. Small Tokamak Program
18. Support of US DIII-D Facility
19. T-15 Magnetic Fusion Development
20. Laser Product Development
21. Diagnostic Equipment for FFX-M
28. Oil, Gas, and Coal Tech Training
29. Energy Efficiency Research
30. Advanced Liquid Metal Reactor
34. Lunar Rover Platform
37. Earthquake Studies/Hazard Reduction
38. Water Wells
42. Methodology of Oil and Gas Assessment Development
43. Mineral Resource Assessment and Development
44. GIS Applications to Nuclear Waste Isolation, Resource Management
47. Nuclear and Hazardous Waste Management
48. Permafrost-related Engineering

49. Ground Water Supply/Contamination
50. Water Supply/Env Assessment
51. Ground Water Restoration
52. Hydro-Climatic Variation
- 57B. Western Siberia Technical Training
- 57C. Tyumen Oblast Technical Training
59. Oil Spill/Toxic Substance Modeling in North Pacific
60. Large Scale Water Delivery
61. Wildlife Conservation Training
62. Env. Monitoring in Black Sea
63. Env. Regulation of Oil & Gas Development
64. Russian Arctic Development
65. Ukrainian Grouting Technology
66. Technology Management and Commercialization
69. Global Climate Modeling
70. Greenhouse Gas Monitoring
71. Antarctic Ozone Monitoring
72. Environmental Data Rescue
73. Environmental Research
74. Search and Rescue
75. KR-85 Monitoring
76. Ocean Technology Workshop
- 76A. Geomagnetic Storm Monitoring
79. Eval of Freight, Passenger Rail Transport Infrastructure
80. Managerial Training for Railway Personnel
86. Seminars on Free Market Approaches to Civil Aviation Systems
87. Assessment of Adequate Nutrition and Disease Prevention
87. Primary Health Care - Assist in Establishment of Information Network
88. Research, Epidemiology and Infrastructure Development.

Maggie Friesen
fr LindaLou Friesen

Withdrawal/Redaction Sheet

(George Bush Library)

Document No. and Type	Subject/Title of Document	Date	Restriction	Class.
03. Telegram	To: Secretary of State From: US Embassy in Moscow RE: Russian Science Ministry Draft S&T Umbrella Agreement (3 pp.)	4/2/92	(b)(1)	

Collection:

Record Group: Bush Presidential Records
Office: Science and Technology Policy, Office of (OSTP)
Series: Bromley, D. Allan, Files
Subseries: International Files - Country Files
WHORM Cat.:
File Location: Russia - Science and Technology [1992]

Date Closed: 5/6/2010	OA/ID Number: 62069-002
FOIA/SYS Case #: 2005-0336-F	Appeal Case #:
Re-review Case #:	Appeal Disposition:
P-2/P-5 Review Case #:	Disposition Date:
AR Case #:	MR Case #:
AR Disposition:	MR Disposition:
AR Disposition Date:	MR Disposition Date:

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P-1 National Security Classified Information [(a)(1) of the PRA]
P-2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P-3 Release would violate a Federal statute [(a)(3) of the PRA]
P-4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
P-5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
P-6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Removed as a personal record misfile.

Freedom of Information Act - [5 U.S.C. 552(b)]

(b)(1) National security classified information [(b)(1) of the FOIA]
(b)(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
(b)(3) Release would violate a Federal statute [(b)(3) of the FOIA]
(b)(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
(b)(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
(b)(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
(b)(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
(b)(9) Release would disclose geological or geophysical information

-DRAFT-

**AGREEMENT RELATING TO SCIENCE AND TECHNOLOGY COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE RUSSIAN FEDERATION**

The Government of the United States of America and the Government of the Russian Federation (hereinafter referred to as "the Parties")

- o Considering scientific and technology cooperation as important for the development of national economies;
- o Affirming that in sharing responsibilities for contributing to the world's future prosperity and well-being, they should make further efforts to strengthen their respective national research and development policies;
- o Realizing that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology to the benefit of both countries, as well as all mankind;
- o Wishing to establish closer and more regular international cooperation between scientific organizations and individual scientists;
- o Desiring to set forth the policy framework for the conduct of the overall science and technology relationship between the Parties;

Have agreed as follows:

ARTICLE I

Purposes

The purposes of this Agreement are to strengthen scientific and technological capabilities of the Parties, to broaden and expand relations between the scientific and technological communities in both countries, and to promote scientific and technological cooperation in areas of mutual interest.

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ARTICLE II

Policy Framework

1. This Agreement establishes the policy framework for the overall science and technology relationship between the Parties, including collaboration in large-scale scientific projects ("megaprojects"). To strengthen that relationship, the Parties will conduct their science and technology relationship based on the principles of:

A. Shared responsibilities and mutual and equitable contributions and benefits, commensurate with the two countries' respective scientific and technological strengths and resources;

B. Comparable access to major government-sponsored or government-supported programs and facilities for visiting researchers, and comparable access to and exchange of information, in the field of scientific and technological research and development;

C. Adequate and effective protection and equitable distribution of intellectual property rights created in the course of collaboration and adequate and effective protection of intellectual property rights introduced in the course of collaboration; and

D. Widest possible dissemination of research results and related information consistent with applicable national laws and regulations.

2. Under this policy framework, the Parties shall discuss important science, technology, and policy issues related to the overall science and technology relationship between the two countries.

ARTICLE III

Methods of Cooperation

The Parties will encourage cooperation through exchanges of scientific and technical information, exchanges of scientists and technical experts, conduct of joint research projects, jointly convening seminars and meetings, training of scientists and technical experts, and other forms of scientific and technological cooperation as may be mutually agreed upon.

ARTICLE IV

Cooperating Entities

The Parties shall encourage and facilitate, as appropriate, contacts and cooperation between government agencies, universities, research centers, institutions, firms and other entities of the two countries, and the conclusion, under equitable terms and conditions, of arrangements for the conduct of such activities.

ARTICLE V

Joint Commission

The Parties hereby establish a U.S.-Russian Joint Commission on Cooperation in Science and Technology (hereinafter referred to as the "Joint Commission"). The composition of the Joint Commission and the principles for its operation are specified in Annex I.

ARTICLE VI

Information and Intellectual Property

1. Scientific and technological information of a non-proprietary nature resulting from cooperation under this Agreement, other than information which is not disclosed for commercial or industrial reasons, shall be made available to the world scientific community through procedures established by the Parties, unless otherwise agreed.
2. The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement is provided for in Annex I which shall form an integral part of this Agreement.

ARTICLE VII

Implementing Arrangements

1. Within the policy framework of this Agreement, agencies and entities of the two Parties may conclude implementing arrangements in specific areas of science and technology cooperation under this Agreement. These implementing arrangements may cover procedures to be followed, treatment of intellectual property, funding and other appropriate matters. With respect to funding, costs shall be borne as mutually agreed. The conclusion of these implementing arrangements shall be in accordance with prevailing laws, regulation and procedures of the parties.

2. Agreements and other arrangements between the U.S. and USSR relating to science and technology, which have not terminated in accordance with their terms, and which continue in force between the United States and the Russian Federation, shall be deemed to be subject to the provisions of this Agreement.

3. This Agreement does not otherwise modify these existing science and technology agreements and other arrangements. However, the Parties or their appropriate agencies may amend such agreements or arrangements, as may be agreed, in accordance with their relevant amendment procedures, to more fully reflect the policy framework and other relevant Articles of this Agreement.

ARTICLE VIII

Other Conditions

A. Each Party shall, to the extent permitted by applicable laws and regulations, facilitate the entry into and exit from its territory of those persons engaged in activities under this Agreement, as well as appropriate instrumentation and equipment;

B. Each Party shall facilitate prompt and efficient access of persons of the other Party participating in the implementation of this Agreement to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists, and researchers.

C. The Parties may, as mutually agreed, invite scientists, technical experts and entities of third countries or international organizations to participate in projects and programs being carried out under this Agreement.

D. All cooperative activities under this Agreement shall be undertaken in accordance with applicable laws in both countries and subject to the availability of funds from the Parties.

ARTICLE IX

1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for five years. It may be extended for further five-year periods by written agreement of the Parties.

2. This Agreement may be terminated at any time by either Party giving six months written notice to the other Party.

3. Termination of this Agreement shall not affect the implementation of any cooperative activity undertaken related to this Agreement and not fully executed at the time of expiration of this Agreement.

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4. This Agreement may be amended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

**DONE at _____, this _____ day of _____,
1992, in duplicate in the English and Russian languages, both texts being equally
authentic**

**FOR THE GOVERNMENT OF THE
THE UNITED STATES OF AMERICA:**

**FOR THE GOVERNMENT OF
RUSSIA:**

ANNEX I

U.S.-Russian Joint Commission on Cooperation in Science and Technology

In accordance with Article V of this Agreement:

- 1. The U.S.-Russian Joint Commission on Cooperation in S&T (Joint Commission) will consist of representatives of both Parties. The Joint Commission shall be co-chaired by the appropriate high-level representatives of both Parties. The U.S. chair shall be the Director of the Office of Science and Technology Policy of the United States of America. The Russian chair shall be the Minister of Science, Higher Education and Technology Policy of the Russian Federation.**
- 2. Members of the Joint Commission shall serve without compensation.**
- 3. The Joint Commission shall adopt procedures for its operation.**
- 4. The Joint Commission, normally alternating its annual meetings between the United States of America and Russia, shall serve as the forum for the Parties to review and discuss, under the policy framework of this Agreement, matters of importance in the overall science and technology relationship between the two countries, ways to facilitate cooperation between the Parties in science and technology, and the cooperative activities related to this Agreement.**
- 5 In this context, entities participating in cooperative activities under this Agreement, shall report through the Parties on an annual basis to the Joint Commission. Such reports shall include information pertaining to major new joint collaborative research activities, technical and management issues related to the cooperative activities, outlook for new and expanded joint cooperation, and any other issues deemed relevant and necessary for Joint Commission review.**
- 6. The Joint Commission may designate the necessary experts to discuss, analyze and make recommendations on specific questions.**
- 7. In the intervals between the meetings of the Joint Commission, representatives of the two Parties shall meet, if necessary, to discuss and further the implementation of the Agreement and to exchange information on the progress of programs, projects and activities of common interest.**

ANNEX ~~II~~

INTELLECTUAL PROPERTY

Pursuant to Article ~~VII~~ of this Agreement:

I. GENERAL

A. For purposes of this Agreement, "intellectual property" is understood to have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967.

B. The Parties shall ensure adequate and effective protection for intellectual property created or furnished under this Agreement and relevant implementing arrangements thereunder.

II. COPYRIGHTS

The Parties and the partners shall take appropriate steps to secure copyright to works created under this Agreement in accordance with their national laws, except as specifically provided otherwise in an applicable implementing arrangement. Rights to works created under this Agreement shall be determined in the applicable implementing arrangement.

III. INVENTIONS

A. For purposes of this Annex, "invention" means any invention made in the course of cooperation under this Agreement or implementing arrangements thereunder which is or may be patentable or otherwise protectable under the laws of the United States of America, the Union of Soviet Socialist Republics, or any third country. An invention "made" means one conceived or for which an application for patent or other title of protection has been filed or which has otherwise been reduced to practice.

B. Between a Party and its nationals, the ownership of rights and interests in inventions will be determined in accordance with that Party's national laws and practices.

C. As between the Parties, unless otherwise specifically provided in an applicable implementing arrangement, the Parties and the partners shall take appropriate steps to secure rights to implement the following:

1. If the invention is made in the course of a program of cooperative activity that involves only the transfer or exchange of information between the Parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless provided otherwise in an applicable implementing arrangement:

- a. The Party whose personnel makes the invention ("the Inventing Party") has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

- b. In any country where the Inventing Party decides not to obtain such rights and interests, the other Party has the right to do so.

2. If the invention is made by personnel of one Party ("the Assigning Party") while assigned to the other Party ("the Receiving Party") in the course of a program of cooperative activity that involves only the visit or exchange of scientific and technical personnel:

a. The Receiving Party has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

b. In any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party has the right to do so.

D. Arrangements involving other forms of cooperation, such as joint research projects with an agreed scope of work, shall provide for the mutually agreed upon disposition of rights to an invention made as a result of such activity on an equitable basis. Except as otherwise specifically agreed, each Party has the right to obtain all rights and interests in the invention in its own country, whereas the right to secure legal protection of that invention in third countries, as well as the right to license or transfer such rights and interests in third countries, shall be allocated by mutual written agreement.

E. Notwithstanding the foregoing, if an invention is of a type for which exclusive rights are available under the laws of one Party but not of the other Party, the Party whose laws provide for exclusive rights shall be entitled to all rights in all countries which provide rights to such invention. The Parties may agree, however, to a different allocation of rights to such invention.

F. The Parties shall disclose to one another inventions made in the course of programs of cooperative activities and furnish to one another any documentation and information

necessary to enable them to secure any rights to which they may be entitled. The Parties may ask one another in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting their respective rights related to inventions. Unless otherwise agreed in writing, such restriction shall not exceed a period of six months from the date of communication of such information. Communication shall be through the parties to the applicable MOUs.

IV. BUSINESS-CONFIDENTIAL INFORMATION

A. The Parties do not expect to furnish to one another or create, or have the partners furnish or create, business-confidential information in the course of cooperation under this Agreement. In the event that such information is inadvertently furnished or created or the Parties agree to furnish such information, the Parties and the partners shall give full protection to such information in accordance with their laws, regulations, and administrative practices.

B. For purposes of this Annex, "business-confidential information" means information of a confidential nature which meets all of the following conditions:

1. it is of a type customarily held in confidence for commercial reasons;
2. it is not generally known or publicly available from other sources;
3. it has not been previously made available by the owner to others without an obligation concerning its confidentiality; and

4. it is not already in the possession of the recipient Party or partner without an obligation concerning its confidentiality.

C. Any information to be protected as "business-confidential information" shall be appropriately identified by the Party or partner furnishing such information or asserting that it is to be protected, except as otherwise provided in the Parties' laws, regulations, and administrative practices. Subject to the aforesaid laws, regulations and administrative practices, unidentified information will be assumed not to be information to be protected, except that a Party to the cooperative activity may notify the other Party in writing, within a reasonable period of time after furnishing or transferring such information, that such information is business-confidential information under the laws, regulations, and administrative practices of its country. Such information will thereafter be protected in accordance with paragraph A above.

V. OTHER TYPES OF INTELLECTUAL PROPERTY

"Other types of intellectual property" means any intellectual property protectable in accordance with the laws, regulations and administrative practices of either Party or any third country other than those described in Articles II, III, and IV above and includes, for example, mask works and trademarks. Rights to other types of intellectual property shall be determined in the same manner as for inventions,

Article III, Paragraphs B-D of this Annex. If an intellectual property is one for which protection is available under the laws of one Party but not of the other Party, the Party whose laws provide such protection shall be entitled to all rights in all countries which protect such intellectual property. The Parties may agree, however, to a different allocation of rights to such intellectual property.

VI. MISCELLANEOUS

A. Each Party and each partner shall take all necessary and appropriate steps to provide for the cooperation of its authors, inventors, and discoverers which is required to carry out the provisions of this Annex.

B. Each Party shall assume the responsibility to pay to its nationals such awards or compensation as may be in accordance with its laws and regulations. This Annex does not create any entitlement or prejudice any right or interest of the author or inventor to an award or compensation for his or her work or invention.

C. Intellectual property disputes arising under this Agreement should be resolved, if possible, through discussions between the concerned partners. If the partners cannot resolve such a disagreement, it shall be settled through consultations between the Parties or their designees.

VII. EFFECT OF TERMINATION OR EXPIRATION

Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

VIII. APPLICABILITY

This Annex is applicable to any implementing arrangements or cooperation under this Agreement, except as otherwise specifically provided for in individual implementing arrangements.

-DRAFT-

**AGREEMENT RELATING TO SCIENCE AND TECHNOLOGY COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE RUSSIAN FEDERATION**

The Government of the United States of America and the Government of the Russian Federation (hereinafter referred to as "the Parties")

- o Considering scientific and technology cooperation as important for the development of national economies;**
- o Affirming that in sharing responsibilities for contributing to the world's future prosperity and well-being, they should make further efforts to strengthen their respective national research and development policies;**
- o Realizing that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology to the benefit of both countries, as well as all mankind;**
- o Wishing to establish closer and more regular international cooperation between scientific organizations and individual scientists;**
- o Desiring to set forth the policy framework for the conduct of the overall science and technology relationship between the Parties;**

Have agreed as follows:

ARTICLE I

Purposes

The purposes of this Agreement are to strengthen scientific and technological capabilities of the Parties, to broaden and expand relations between the scientific and technological communities in both countries, and to promote scientific and technological cooperation in areas of mutual interest.

ARTICLE II

Policy Framework

1. This Agreement establishes the policy framework for the overall science and technology relationship between the Parties, including collaboration in large-scale scientific projects ("megaprojects"). To strengthen that relationship, the Parties will conduct their science and technology relationship based on the principles of:

A. Shared responsibilities and mutual and equitable contributions and benefits, commensurate with the two countries' respective scientific and technological strengths and resources;

B. Comparable access to major government-sponsored or government-supported programs and facilities for visiting researchers, and comparable access to and exchange of information, in the field of scientific and technological research and development;

C. Adequate and effective protection and equitable distribution of intellectual property rights created in the course of collaboration and adequate and effective protection of intellectual property rights introduced in the course of collaboration; and

D. Widest possible dissemination of research results and related information consistent with applicable national laws and regulations.

2. Under this policy framework, the Parties shall discuss important science, technology, and policy issues related to the overall science and technology relationship between the two countries.

ARTICLE III

Methods of Cooperation

The Parties will encourage cooperation through exchanges of scientific and technical information, exchanges of scientists and technical experts, conduct of joint research projects, jointly convening seminars and meetings, training of scientists and technical experts, and other forms of scientific and technological cooperation as may be mutually agreed upon.

ARTICLE IV

Cooperating Entities

The Parties shall encourage and facilitate, as appropriate, contacts and cooperation between government agencies, universities, research centers, institutions, firms and other entities of the two countries, and the conclusion, under equitable terms and conditions, of arrangements for the conduct of such activities.

ARTICLE V

Joint Commission

The Parties hereby establish a U.S.-Russian Joint Commission on Cooperation in Science and Technology (hereinafter referred to as the "Joint Commission"). The composition of the Joint Commission and the principles for its operation are specified in Annex I.

ARTICLE VI

Information and Intellectual Property

- 1. Scientific and technological information of a non-proprietary nature resulting from cooperation under this Agreement, other than information which is not disclosed for commercial or industrial reasons, shall be made available to the world scientific community through procedures established by the Parties, unless otherwise agreed.**
- 2. The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement is provided for in Annex I which shall form an integral part of this Agreement.**

ARTICLE VII

Implementing Arrangements

- 1. Within the policy framework of this Agreement, agencies and entities of the two Parties may conclude implementing arrangements in specific areas of science and technology cooperation under this Agreement. These implementing arrangements may cover procedures to be followed, treatment of intellectual property, funding and other appropriate matters. With respect to funding, costs shall be borne as mutually agreed. The conclusion of these implementing arrangements shall be in accordance with prevailing laws, regulation and procedures of the parties.**

2. Agreements and other arrangements between the U.S. and USSR relating to science and technology, which have not terminated in accordance with their terms, and which continue in force between the United States and the Russian Federation, shall be deemed to be subject to the provisions of this Agreement.

3. This Agreement does not otherwise modify these existing science and technology agreements and other arrangements. However, the Parties or their appropriate agencies may amend such agreements or arrangements, as may be agreed, in accordance with their relevant amendment procedures, to more fully reflect the policy framework and other relevant Articles of this Agreement.

ARTICLE VIII

Other Conditions

A. Each Party shall, to the extent permitted by applicable laws and regulations, facilitate the entry into and exit from its territory of those persons engaged in activities under this Agreement, as well as appropriate instrumentation and equipment;

B. Each Party shall facilitate prompt and efficient access of persons of the other Party participating in the implementation of this Agreement to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists, and researchers.

C. The Parties may, as mutually agreed, invite scientists, technical experts and entities of third countries or international organizations to participate in projects and programs being carried out under this Agreement.

D. All cooperative activities under this Agreement shall be undertaken in accordance with applicable laws in both countries and subject to the availability of funds from the Parties.

ARTICLE IX

1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for five years. It may be extended for further five-year periods by written agreement of the Parties.

2. This Agreement may be terminated at any time by either Party giving six months written notice to the other Party.

3. Termination of this Agreement shall not affect the implementation of any cooperative activity undertaken related to this Agreement and not fully executed at the time of expiration of this Agreement.

4. This Agreement may be amended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

**DONE at _____, this _____ day of _____,
1992, in duplicate in the English and Russian languages, both texts being equally
authentic**

**FOR THE GOVERNMENT OF THE
THE UNITED STATES OF AMERICA:**

**FOR THE GOVERNMENT OF
RUSSIA:**

ANNEX I

U.S.-Russian Joint Commission on Cooperation in Science and Technology

In accordance with Article V of this Agreement:

- 1. The U.S.-Russian Joint Commission on Cooperation in S&T (Joint Commission will consist of representatives of both Parties. The Joint Commission shall be co-chaired by the appropriate high-level representatives of both Parties. The U.S. chair shall be the Director of the Office of Science and Technology Policy of the United States of America. The Russian chair shall be the Minister of Science, Higher Education and Technology Policy of the Russian Federation.**
- 2. Members of the Joint Commission shall serve without compensation.**
- 3. The Joint Commission shall adopt procedures for its operation.**
- 4. The Joint Commission, normally alternating its annual meetings between the United States of America and Russia, shall serve as the forum for the Parties to review and discuss, under the policy framework of this Agreement, matters of importance in the overall science and technology relationship between the two countries, ways to facilitate cooperation between the Parties in science and technology, and the cooperative activities related to this Agreement.**
- 5 In this context, entities participating in cooperative activities under this Agreement, shall report through the Parties on an annual basis to the Joint Commission. Such reports shall include information pertaining to major new joint collaborative research activities, technical and management issues related to the cooperative activities, outlook for new and expanded joint cooperation, and any other issues deemed relevant and necessary for Joint Commission review.**
- 6. The Joint Commission may designate the necessary experts to discuss, analyze and make recommendations on specific questions.**
- 7. In the intervals between the meetings of the Joint Commission, representatives of the two Parties shall meet, if necessary, to discuss and further the implementation of the Agreement and to exchange information on the progress of programs, projects and activities of common interest.**

ANNEX ^{II}

INTELLECTUAL PROPERTY

Pursuant to Article VII of this Agreement:

I. GENERAL

A. For purposes of this Agreement, "intellectual property" is understood to have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967.

B. The Parties shall ensure adequate and effective protection for intellectual property created or furnished under this Agreement and relevant implementing arrangements thereunder.

II. COPYRIGHTS

The Parties and the partners shall take appropriate steps to secure copyright to works created under this Agreement in accordance with their national laws, except as specifically provided otherwise in an applicable implementing arrangement. Rights to works created under this Agreement shall be determined in the applicable implementing arrangement.

III. INVENTIONS

A. For purposes of this Annex, "invention" means any invention made in the course of cooperation under this Agreement or implementing arrangements thereunder which is or may be patentable or otherwise protectable under the laws of the United States of America, the Union of Soviet Socialist Republics, or any third country. An invention "made" means one conceived or for which an application for patent or other title of protection has been filed or which has otherwise been reduced to practice.

B. Between a Party and its nationals, the ownership of rights and interests in inventions will be determined in accordance with that Party's national laws and practices.

C. As between the Parties, unless otherwise specifically provided in an applicable implementing arrangement, the Parties and the partners shall take appropriate steps to secure rights to implement the following:

1. If the invention is made in the course of a program of cooperative activity that involves only the transfer or exchange of information between the Parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless provided otherwise in an applicable implementing arrangement:

- a. The Party whose personnel makes the invention ("the Inventing Party") has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

- b. In any country where the Inventing Party decides not to obtain such rights and interests, the other Party has the right to do so.

2. If the invention is made by personnel of one Party ("the Assigning Party") while assigned to the other Party ("the Receiving Party") in the course of a program of cooperative activity that involves only the visit or exchange of scientific and technical personnel:

a. The Receiving Party has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

b. In any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party has the right to do so.

D. Arrangements involving other forms of cooperation, such as joint research projects with an agreed scope of work, shall provide for the mutually agreed upon disposition of rights to an invention made as a result of such activity on an equitable basis. Except as otherwise specifically agreed, each Party has the right to obtain all rights and interests in the invention in its own country, whereas the right to secure legal protection of that invention in third countries, as well as the right to license or transfer such rights and interests in third countries, shall be allocated by mutual written agreement.

E. Notwithstanding the foregoing, if an invention is of a type for which exclusive rights are available under the laws of one Party but not of the other Party, the Party whose laws provide for exclusive rights shall be entitled to all rights in all countries which provide rights to such invention. The Parties may agree, however, to a different allocation of rights to such invention.

F. The Parties shall disclose to one another inventions made in the course of programs of cooperative activities and furnish to one another any documentation and information

necessary to enable them to secure any rights to which they may be entitled. The Parties may ask one another in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting their respective rights related to inventions. Unless otherwise agreed in writing, such restriction shall not exceed a period of six months from the date of communication of such information. Communication shall be through the parties to the applicable MOUs.

IV. BUSINESS-CONFIDENTIAL INFORMATION

A. The Parties do not expect to furnish to one another or create, or have the partners furnish or create, business-confidential information in the course of cooperation under this Agreement. In the event that such information is inadvertently furnished or created or the Parties agree to furnish such information, the Parties and the partners shall give full protection to such information in accordance with their laws, regulations, and administrative practices.

B. For purposes of this Annex, "business-confidential information" means information of a confidential nature which meets all of the following conditions:

1. it is of a type customarily held in confidence for commercial reasons;
2. it is not generally known or publicly available from other sources;
3. it has not been previously made available by the owner to others without an obligation concerning its confidentiality; and

4. it is not already in the possession of the recipient Party or partner without an obligation concerning its confidentiality.

C. Any information to be protected as "business-confidential information" shall be appropriately identified by the Party or partner furnishing such information or asserting that it is to be protected, except as otherwise provided in the Parties' laws, regulations, and administrative practices. Subject to the aforesaid laws, regulations and administrative practices, unidentified information will be assumed not to be information to be protected, except that a Party to the cooperative activity may notify the other Party in writing, within a reasonable period of time after furnishing or transferring such information, that such information is business-confidential information under the laws, regulations, and administrative practices of its country. Such information will thereafter be protected in accordance with paragraph A above.

V. OTHER TYPES OF INTELLECTUAL PROPERTY

"Other types of intellectual property" means any intellectual property protectable in accordance with the laws, regulations and administrative practices of either Party or any third country other than those described in Articles II, III, and IV above and includes, for example, mask works and trademarks. Rights to other types of intellectual property shall be determined in the same manner as for inventions,

Article III, Paragraphs B-D of this Annex. If an intellectual property is one for which protection is available under the laws of one Party but not of the other Party, the Party whose laws provide such protection shall be entitled to all rights in all countries which protect such intellectual property. The Parties may agree, however, to a different allocation of rights to such intellectual property.

VI. MISCELLANEOUS

A. Each Party and each partner shall take all necessary and appropriate steps to provide for the cooperation of its authors, inventors, and discoverers which is required to carry out the provisions of this Annex.

B. Each Party shall assume the responsibility to pay to its nationals such awards or compensation as may be in accordance with its laws and regulations. This Annex does not create any entitlement or prejudice any right or interest of the author or inventor to an award or compensation for his or her work or invention.

C. Intellectual property disputes arising under this Agreement should be resolved, if possible, through discussions between the concerned partners. If the partners cannot resolve such a disagreement, it shall be settled through consultations between the Parties or their designees.

VII. EFFECT OF TERMINATION OR EXPIRATION

Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

VIII. APPLICABILITY

This Annex is applicable to any implementing arrangements or cooperation under this Agreement, except as otherwise specifically provided for in individual implementing arrangements.

**AGREEMENT RELATING TO SCIENCE AND TECHNOLOGY COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE RUSSIAN FEDERATION**

The Government of the United States of America and the Government of the Russian Federation (hereinafter referred to as "the Parties")

- o Intending to strengthen the bonds of friendship and cooperation between the two countries;**
- o Considering basic and applied scientific research as important for development of national economies;**
- o Realizing that international cooperation in basic and applied research will strengthen the bonds of friendship and understanding between their people and will advance the state of science to the benefit of both countries, as well as all mankind;**
- o Affirming that the United States of America and the Russian Federation, sharing responsibilities in contributing to the world's future prosperity and well-being, should make further efforts to strengthen their respective national research and development policies;**
- o Wishing to establish closer and more regular cooperation between scientific organizations and individual scientists;**
- o Affirming their commitment to further enhance cooperation in science and technology; and**
- o Desiring to set forth the policy framework for the conduct of the overall science and technology relationship between the Parties and to strengthen that relationship for peaceful purposes;**

Have agreed as follows:

ARTICLE I

Objectives

- 1. The principal objectives of this Agreement are to strengthen scientific and technological capabilities of the Parties and broaden and expand relations between the scientific and technological communities in both countries.**
- 2. Pursuant to this agreement, the Parties shall promote scientific and technological cooperation for peaceful purposes in areas of mutual interest.**

ARTICLE II

Policy Framework

- 1. This Agreement establishes the policy framework for the overall science and technology relationship between the Parties, including collaboration in large-scale scientific projects ("megaprojects"). To strengthen that relationship, the Parties will conduct their science and technology relationship based on the principles of:**
 - A. Shared responsibilities and mutual and equitable contributions and benefits, commensurate with the two nations' respective scientific and technological strengths and resources;**
 - B. Comparable access to major government-sponsored or government-supported programs and facilities for visiting researchers, and comparable access to and exchange of information, in the field of scientific and technological research and development;**
 - C. Adequate and effective protection and equitable distribution of intellectual property rights created in the course of collaboration and adequate and effective protection of intellectual property rights introduced in the course of collaboration; and**
 - D. Widest possible dissemination of research results and related information consistent with applicable national laws and regulations.**
- 2. Under this policy framework, the Parties will discuss important science, technology, and policy issues related to the overall science and technology relationship between the two countries.**

ARTICLE III

Areas of Cooperation

Cooperation under this Agreement and through specific implementing arrangements may include exchanges of scientific and technical information, exchanges of scientists and technical experts, conduct of joint research projects, jointly convening seminars and meetings, training of scientists and technical experts, and other forms of scientific and technological cooperation as may be mutually agreed upon.

ARTICLE IV

Cooperating Entities

Pursuant to the objectives of this Agreement, the Parties will encourage and facilitate, as appropriate, contacts and cooperation between government agencies, universities, research centers, institutions, firms and other entities of the two countries, and the conclusion, under equitable terms and conditions, of specific arrangements for the conduct of cooperative activities.

ARTICLE V

Joint Commission

The Parties agree to establish a U.S.-Russian Commission on Cooperation in Science and Technology (hereinafter referred to as the "Joint Commission"). The composition of the Joint Commission and the principles for its operation are specified in Annex II.

ARTICLE VI

Information and Intellectual Property

1. The Parties agree that scientific and technological information resulting from cooperation under this Agreement which is not subject to the principle of confidentiality because of its industrial or commercial significance shall be made available to the world scientific community through procedures established by the Parties.
2. The provisions of patents, designs, trade secrets, copyrights, and all other intellectual property arising from the cooperative activities under this Agreement is provided for in Annex I which shall form an integral part of this Agreement.

ARTICLE VII

Implementing Arrangements

- 1. Scientific organizations of the two Parties will conclude specific implementing arrangements in order to carry out the operational implementation of this Agreement. These implementing arrangements may take the form of agency-to-agency agreements or memoranda of understanding.**
- 2. This Agreement incorporates as specific implementing arrangements previous science and technology agreements and memoranda presently in existence between the United States and the USSR.**
- 3. This Agreement does not otherwise legally modify these existing bilateral science and technology arrangements between the Parties or their agencies which are considered to be specific implementing arrangements. However, the Parties or their appropriate agencies may amend such arrangements, as may be agreed, in accordance with their relevant amendment procedures, to more fully reflect the policy framework and other relevant Articles of this Agreement.**

ARTICLE VIII

Other Conditions

- A. Specific implementing arrangements for this Agreement may cover subjects of cooperation, procedures to be followed, treatment of intellectual property, funding and other appropriate matters. With respect to funding, costs shall be borne as mutually agreed.**
- B. Each Party shall, to the extent permitted by applicable laws and regulations, facilitate the entry into and exit from its territory of those persons engaged in activities under this Agreement, as well as appropriate instrumentation and equipment;**
- C. Each Party shall facilitate prompt and efficient access of persons of the other Party participating in the implementation of this Agreement to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists, and researchers.**
- D. All cooperative activities under this Agreement shall be undertaken in accordance with applicable laws in both countries and subject to the availability of funds from the Parties.**
- E. The Parties may, as mutually agreed, invite scientists, technical experts and entities of third countries or international organizations to participate in projects and programs being carried out under this Agreement.**

ARTICLE IX

- 1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for five years. It may be extended for further five-year periods through an exchange of notes between the Parties.**
- 2. Either Party may at any time give written notice to the other Party of its intention to terminate this Agreement, in which case this Agreement will terminate six months from the date notice is received by the other Party.**
- 3. Expiration of this Agreement shall not affect the implementation of any cooperative activity undertaken pursuant to this Agreement and not fully executed before expiration occurs.**
- 4. This Agreement may be amended by written agreement of the Parties.**

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at _____, this _____ day of _____, 1992, in duplicate in the English and Russian languages, both texts being equally authentic

**FOR THE GOVERNMENT OF THE
THE UNITED STATES OF AMERICA**

**FOR THE GOVERNMENT OF
RUSSIA**

I
ANNEX ~~II~~

INTELLECTUAL PROPERTY

Pursuant to Article VIII of this Agreement:

I. GENERAL

A. For purposes of this Agreement, "intellectual property" is understood to have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967.

B. The Parties shall ensure adequate and effective protection for intellectual property created or furnished under this Agreement and relevant implementing arrangements thereunder.

II. COPYRIGHTS

The Parties and the partners shall take appropriate steps to secure copyright to works created under this Agreement in accordance with their national laws, except as specifically provided otherwise in an applicable implementing arrangement. Rights to works created under this Agreement shall be determined in the applicable implementing arrangement.

III. INVENTIONS

A. For purposes of this Annex, "invention" means any invention made in the course of cooperation under this Agreement or implementing arrangements thereunder which is or may be patentable or otherwise protectable under the laws of the United States of America, the Union of Soviet Socialist Republics, or any third country. An invention "made" means one conceived or for which an application for patent or other title of protection has been filed or which has otherwise been reduced to practice.

B. Between a Party and its nationals, the ownership of rights and interests in inventions will be determined in accordance with that Party's national laws and practices.

C. As between the Parties, unless otherwise specifically provided in an applicable implementing arrangement, the Parties and the partners shall take appropriate steps to secure rights to implement the following:

1. If the invention is made in the course of a program of cooperative activity that involves only the transfer or exchange of information between the Parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless provided otherwise in an applicable implementing arrangement:

- a. The Party whose personnel makes the invention ("the Inventing Party") has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

- b. In any country where the Inventing Party decides not to obtain such rights and interests, the other Party has the right to do so.

2. If the invention is made by personnel of one Party ("the Assigning Party") while assigned to the other Party ("the Receiving Party") in the course of a program of cooperative activity that involves only the visit or exchange of scientific and technical personnel:

a. The Receiving Party has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

b. In any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party has the right to do so.

D. Arrangements involving other forms of cooperation, such as joint research projects with an agreed scope of work, shall provide for the mutually agreed upon disposition of rights to an invention made as a result of such activity on an equitable basis. Except as otherwise specifically agreed, each Party has the right to obtain all rights and interests in the invention in its own country, whereas the right to secure legal protection of that invention in third countries, as well as the right to license or transfer such rights and interests in third countries, shall be allocated by mutual written agreement.

E. Notwithstanding the foregoing, if an invention is of a type for which exclusive rights are available under the laws of one Party but not of the other Party, the Party whose laws provide for exclusive rights shall be entitled to all rights in all countries which provide rights to such invention. The Parties may agree, however, to a different allocation of rights to such invention.

F. The Parties shall disclose to one another inventions made in the course of programs of cooperative activities and furnish to one another any documentation and information

necessary to enable them to secure any rights to which they may be entitled. The Parties may ask one another in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting their respective rights related to inventions. Unless otherwise agreed in writing, such restriction shall not exceed a period of six months from the date of communication of such information. Communication shall be through the parties to the applicable MOUs.

IV. BUSINESS-CONFIDENTIAL INFORMATION

A. The Parties do not expect to furnish to one another or create, or have the partners furnish or create, business-confidential information in the course of cooperation under this Agreement. In the event that such information is inadvertently furnished or created or the Parties agree to furnish such information, the Parties and the partners shall give full protection to such information in accordance with their laws, regulations, and administrative practices.

B. For purposes of this Annex, "business-confidential information" means information of a confidential nature which meets all of the following conditions:

1. it is of a type customarily held in confidence for commercial reasons;
2. it is not generally known or publicly available from other sources;
3. it has not been previously made available by the owner to others without an obligation concerning its confidentiality; and

4. it is not already in the possession of the recipient Party or partner without an obligation concerning its confidentiality.

C. Any information to be protected as "business-confidential information" shall be appropriately identified by the Party or partner furnishing such information or asserting that it is to be protected, except as otherwise provided in the Parties' laws, regulations, and administrative practices. Subject to the aforesaid laws, regulations and administrative practices, unidentified information will be assumed not to be information to be protected, except that a Party to the cooperative activity may notify the other Party in writing, within a reasonable period of time after furnishing or transferring such information, that such information is business-confidential information under the laws, regulations, and administrative practices of its country. Such information will thereafter be protected in accordance with paragraph A above.

V. OTHER TYPES OF INTELLECTUAL PROPERTY

"Other types of intellectual property" means any intellectual property protectable in accordance with the laws, regulations and administrative practices of either Party or any third country other than those described in Articles II, III, and IV above and includes, for example, mask works and trademarks. Rights to other types of intellectual property shall be determined in the same manner as for inventions,

Article III, Paragraphs B-D of this Annex. If an intellectual property is one for which protection is available under the laws of one Party but not of the other Party, the Party whose laws provide such protection shall be entitled to all rights in all countries which protect such intellectual property. The Parties may agree, however, to a different allocation of rights to such intellectual property.

VI. MISCELLANEOUS

A. Each Party and each partner shall take all necessary and appropriate steps to provide for the cooperation of its authors, inventors, and discoverers which is required to carry out the provisions of this Annex.

B. Each Party shall assume the responsibility to pay to its nationals such awards or compensation as may be in accordance with its laws and regulations. This Annex does not create any entitlement or prejudice any right or interest of the author or inventor to an award or compensation for his or her work or invention.

C. Intellectual property disputes arising under this Agreement should be resolved, if possible, through discussions between the concerned partners. If the partners cannot resolve such a disagreement, it shall be settled through consultations between the Parties or their designees.

VII. EFFECT OF TERMINATION OR EXPIRATION

Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

VIII. APPLICABILITY

This Annex is applicable to any implementing arrangements or cooperation under this Agreement, except as otherwise specifically provided for in individual implementing arrangements.

ANNEX II

U.S.-Russian Joint Commission on Science and Technology

In accordance with Article V of this Agreement:

- 1. The Parties shall establish a Joint Commission consisting of representatives of both Parties. The Joint Commission will be co-chaired by the appropriate high-level representatives of both Parties. The U.S. chair will be the Director of the Office of Science and Technology Policy. The Russian chair will be the Minister of Science, Higher Education and Technology Policy.**
- 2. Members of the Joint Commission shall serve without compensation.**
- 3. The Joint Commission shall adopt procedures for its operation.**
- 4. The Joint Commission, normally alternating its annual meetings between the United States of America and Russia, will serve as the forum for the Parties to review and discuss, under the policy framework of this Agreement, matters of importance in science and technology matters related to the overall science and technology relationship between the two countries, and the cooperative activities related to this Agreement.**
- 5. In this context, agencies participating in cooperative activities under this Agreement, will report on an annual basis to the Joint Commission. Such reports will include information pertaining to major new joint collaborative research activities, technical and management issues related to the cooperative activities, outlook for new and expanded joint cooperation, and any other issues deemed relevant and necessary for Joint Commission review.**
- 6. The Parties may designate the necessary experts to discuss, analyze and make recommendations on specific questions.**
- 7. In the intervals between the meetings of the Commission, representatives of the two Parties shall meet, if necessary, to discuss and further the implementation of the Agreement and to exchange information on the progress of programs, projects and activities of common interest.**

1. AGRICULTURE - 90k [INCLUDES EXCHANGES AND
AG RESEARCH SERVICE LABS
- DOES NOT INCLUDE
FOREIGN AG SERVICE]
 2. ARTIFICIAL HEART - UNK AT THIS TIME
AWAITING PHONE CALL
 3. BASIC SCIENCE - LISTED SEPARATELY BY AGENCY
 4. ENVIRONMENTAL PROTECTION
EPA: RUSSIA - 500K
UKRAINE - 500K

NOAA - 300K TRAVEL ONLY
 5. MEDICAL SCIENCE AND PUBLIC HEALTH- 2,752,000 PLUS HHS
AWAITING PHONE CALL
 6. WORLD OCEANS
NOAA - UNK AT THIS TIME
AWAITING PHONE CALL
 7. PEACEFUL USES OF ATOMIC ENERGY - 390K WITH ADDITIONAL
1,000,000 IF PROJECTS APPROVED
 8. SPACE - NO DOLLARS EXPENDED OVERSEAS
 9. TRANSPORTATION - FAA MONEY FOR TRAVEL ONLY
-
- | | |
|-----------------------------|-------------|
| DEPARTMENT OF THE INTERIOR | - 2,749,000 |
| NATIONAL SCIENCE FOUNDATION | - 1,000,000 |
| SSC | - 2,000,000 |
| PU 238 | - 6,000,000 |



Bureau of Oceans and International
Environmental and Scientific Affairs

Washington, D.C. 20520

DATE: March 13 PAGES TO FOLLOW: 5

FROM: OES/SCT - Cathy Campbell

PHONE: (202) 647-4662

FAX: (202) 647-0773

* * * * *

TO: John O'Neil

PHONE: 395-3373

FAX:

* * * * *

MESSAGE:

Attached is the paper I drafted
last summer re restructuring
our S&T Org.

P. Campbell

Withdrawal/Redaction Sheet

(George Bush Library)

Document No. and Type	Subject/Title of Document	Date	Restriction	Class.
04a. Paper	Restructuring the Framework of US-USSR S&T Cooperation (5 pp.)	3/13/92	(b)(1)	

Collection:

Record Group: Bush Presidential Records
Office: Science and Technology Policy, Office of (OSTP)
Series: Bromley, D. Allan, Files
Subseries: International Files - Country Files
WHORM Cat.:
File Location: Russia - Science and Technology [1992]

Date Closed:	5/6/2010	OA/ID Number:	62069-002
FOIA/SYS Case #:	2005-0336-F	Appeal Case #:	
Re-review Case #:		Appeal Disposition:	
P-2/P-5 Review Case #:		Disposition Date:	
AR Case #:		MR Case #:	
AR Disposition:		MR Disposition:	
AR Disposition Date:		MR Disposition Date:	

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P-1 National Security Classified Information [(a)(1) of the PRA]
P-2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P-3 Release would violate a Federal statute [(a)(3) of the PRA]
P-4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
P-5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
P-6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Removed as a personal record misfile.

Freedom of Information Act - [5 U.S.C. 552(b)]

(b)(1) National security classified information [(b)(1) of the FOIA]
(b)(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
(b)(3) Release would violate a Federal statute [(b)(3) of the FOIA]
(b)(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
(b)(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
(b)(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
(b)(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
(b)(9) Release would disclose geological or geophysical information

Withdrawal/Redaction Sheet

(George Bush Library)

Document No. and Type	Subject/Title of Document	Date	Restriction	Class.
04b. Paper	A US-Russia Umbrella S&T Agreement (4 pp.)		(b)(1)	

Collection:

Record Group: Bush Presidential Records
Office: Science and Technology Policy, Office of (OSTP)
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Subseries: International Files - Country Files
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AR Case #:		MR Case #:	
AR Disposition:		MR Disposition:	
AR Disposition Date:		MR Disposition Date:	

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Withdrawal/Redaction Sheet

(George Bush Library)

Document No. and Type	Subject/Title of Document	Date	Restriction	Class.
04c. Paper	A US-Russia Umbrella S&T Agreement (4 pp.)		(b)(1)	

Collection:

Record Group: Bush Presidential Records
Office: Science and Technology Policy, Office of (OSTP)
Series: Bromley, D. Allan, Files
Subseries: International Files - Country Files
WHORM Cat.:
File Location: Russia - Science and Technology [1992]

Date Closed: 5/6/2010 FOIA/SYS Case #: 2005-0336-F Re-review Case #: P-2/P-5 Review Case #: AR Case #: AR Disposition: AR Disposition Date:	OA/ID Number: 62069-002 Appeal Case #: Appeal Disposition: Disposition Date: MR Case #: MR Disposition: MR Disposition Date:
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RESTRICTION CODES

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P-1 National Security Classified Information [(a)(1) of the PRA]
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C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Removed as a personal record misfile.

Freedom of Information Act - [5 U.S.C. 552(b)]

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This doesn't match the actual objectives of the agreement, which are: (1) to establish a policy framework; (2) to encourage various methods of S&T cooperation by various entities; (3) to establish a forum to review and discuss matters of importance in their overall S&T relationship; and (4) *to*

ARTICLE I

Objectives

purpose
1. The principal objectives of this Agreement are to strengthen scientific and technological capabilities of the Parties, and broaden and expand relations between the scientific and technological communities in both countries, and to

Indonesia

A
~~2. Pursuant to this Agreement, the Parties shall promote scientific and technological cooperation for peaceful purposes in areas of mutual interest.~~

ARTICLE II

Policy Framework

to clarify the status existing
S&T agreements in specific
areas and foster the
conclusion of similar agts.
in the future.

1. This Agreement establishes the policy framework for the overall science and technology relationship between the Parties, including collaboration in large-scale scientific projects ("megaprojects"). To strengthen that relationship, the Parties ~~will~~ *shall* conduct their science and technology relationship based on the principles of:

countries
A. Shared responsibilities and mutual and equitable contributions and benefits, commensurate with the ~~two nations'~~ *two countries'* respective scientific and technological strengths and resources;

Japan

B. Comparable access to major government-sponsored or government-supported programs and facilities for visiting researchers, and comparable access to and exchange of information, in the field of scientific and technological research and development;

C. Adequate and effective protection and equitable distribution of intellectual property rights created in the course of collaboration and adequate and effective protection of intellectual property rights introduced in the course of collaboration; and

D. Widest possible dissemination of research results and related information consistent with applicable national laws and regulations.

(including those related to security)

2. Under this policy framework, the Parties will discuss important science, technology, and policy issues related to the overall science and technology relationship between the two countries.

ARTICLE III

Methods~~Areas~~ of Cooperation

The Parties will encourage cooperation through
~~Cooperation under this Agreement and through specific implementing arrangements.~~
 may include exchanges of scientific and technical information, exchanges of scientists and technical experts, conduct of joint research projects, jointly convening seminars and meetings, training of scientists and technical experts, and other forms of scientific and technological cooperation as may be mutually agreed upon.

ARTICLE IV

Cooperating Entities

~~Pursuant to the objectives of this Agreement,~~ ^Tthe Parties will encourage and facilitate, as appropriate, contacts and cooperation between government agencies, universities, research centers, institutions, firms and other entities of the two countries, and the conclusion, under equitable terms and conditions, of ~~specific~~ arrangements for the conduct of ~~cooperative~~ activities.

such

ARTICLE V

Joint Commission

hereby ^{Joint}
 The Parties ~~agree to~~ establish a U.S.-Russian Commission on Cooperation in Science and Technology (hereinafter referred to as the "Joint Commission"). The composition of the Joint Commission and the principles for its operation are specified in Annex II.

why put this as II? why not I?

ARTICLE VI

Information and Intellectual Property

of a non-proprietary nature

1. ~~The Parties agree that~~ scientific and technological information resulting from cooperation under this Agreement, ~~which is not subject to the principle of confidentiality because of its industrial or commercial significance,~~ shall be made available to the world scientific community through procedures established by the Parties, *unless otherwise agreed.*
2. *treatment of* ~~The provisions of patents, designs, trade secrets, copyrights, and all other intellectual property arising from the cooperative activities under this Agreement is provided for in Annex I which shall form an integral part of this Agreement.~~

created or furnished in the course of

Article —

Project arrangements...

other than information which is not disclosed for commercial or industrial reasons,

Within the policy
Framework of
this Agreement,
agencies and entities

ARTICLE VII

Implementing Arrangements

Specific areas of
science and technology
cooperation under
Int'l obligations
regulation
and
procedures
of the
Parties.

1. ~~Scientific organizations~~ of the two Parties ^{may} will conclude ~~specific~~ implementing arrangements in order to carry out the operational implementation of this Agreement. These implementing arrangements ~~may take the form of agency-to-agency agreements or memoranda of understanding.~~ The conclusion of these implementing arrangements shall be in accordance with prevailing laws,

2. This Agreement incorporates as specific implementing arrangements previous science and technology agreements and memoranda presently in existence between the United States and the USSR. A

3. This Agreement does not otherwise ~~legally~~ modify these existing bilateral science and technology arrangements between the Parties or their agencies which are considered to be specific implementing arrangements. However, the Parties or their appropriate agencies may amend such arrangements, as may be agreed, in accordance with their relevant amendment procedures, to more fully reflect the policy framework and other relevant Articles of this Agreement.

agreements and
other

agreements on

ARTICLE VIII

Other Conditions

A. ~~Specific implementing arrangements for this Agreement~~ may cover subjects of cooperation, procedures to be followed, treatment of intellectual property, funding and other appropriate matters. With respect to funding, costs shall be borne as mutually agreed.

A B. Each Party shall, to the extent permitted by applicable laws and regulations, facilitate the entry into and exit from its territory of those persons engaged in activities under this Agreement, as well as appropriate instrumentation and equipment;

B C. Each Party shall facilitate prompt and efficient access of persons of the other Party participating in the implementation of this Agreement to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists, and researchers.

D. All cooperative activities under this Agreement shall be undertaken in accordance with applicable laws in both countries and subject to the availability of funds from the Parties.

C E. The Parties may, as mutually agreed, invite scientists, technical experts and entities of third countries or international organizations to participate in projects and programs being carried out under this Agreement.

Agreements and other arrangements between the US and USSR relating to science and technology, which have not terminated in accordance with their terms, and which continue in force between the United States and the Russian Federation, shall be deemed to be subject to the provisions of this Agreement.

ARTICLE IX

by written
agreement of
the Parties

1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for five years. It may be extended for further five-year periods ~~through an exchange of notes between the Parties.~~

2. Either Party may at any time give written notice to the other Party of its intention to terminate this Agreement, in which case this Agreement will terminate six months from the date notice is received by the other Party.

Termination
3. ~~Expiration~~ of this Agreement shall not affect the implementation of any cooperative activity undertaken pursuant to this Agreement and not fully executed ~~before expiration occurs.~~ *related to this Agreement*

at the time of
expiration
of this
Agreement

4. This Agreement may be amended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at _____, this _____ day of _____, 1992, in duplicate in the English and Russian languages, both texts being equally authentic

FOR THE GOVERNMENT OF THE
THE UNITED STATES OF AMERICA :

FOR THE GOVERNMENT OF
RUSSIA :

This Agreement may be terminated at any time by either Party giving six months written notice to the other Party.

ANNEX ~~II~~ ^I

why not
use basic
IPR annex?

INTELLECTUAL PROPERTY

Pursuant to Article ~~VII~~ of this Agreement:

Equity clause

I. GENERAL

A. For purposes of this Agreement, "intellectual property" is understood to have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967.

B. The Parties shall ensure adequate and effective protection for intellectual property created or furnished under this Agreement and relevant implementing arrangements thereunder.

II. COPYRIGHTS

The Parties and the partners shall take appropriate steps to secure copyright to works created under this Agreement in accordance with their national laws, except as specifically provided otherwise in an applicable implementing arrangement. Rights to works created under this Agreement shall be determined in the applicable implementing arrangement.

III. INVENTIONS

A. For purposes of this Annex, "invention" means any invention made in the course of cooperation under this Agreement or implementing arrangements thereunder which is or may be patentable or otherwise protectable under the laws of the United States of America, the Union of Soviet Socialist Republics, or any third country. An invention "made" means one conceived or for which an application for patent or other title of protection has been filed or which has otherwise been reduced to practice.

B. Between a Party and its nationals, the ownership of rights and interests in inventions will be determined in accordance with that Party's national laws and practices.

C. As between the Parties, unless otherwise specifically provided in an applicable implementing arrangement, the Parties and the partners shall take appropriate steps to secure rights to implement the following:

1. If the invention is made in the course of a program of cooperative activity that involves only the transfer or exchange of information between the Parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless provided otherwise in an applicable implementing arrangement:

- a. The Party whose personnel makes the invention ("the Inventing Party") has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

- b. In any country where the Inventing Party decides not to obtain such rights and interests, the other Party has the right to do so.

2. If the invention is made by personnel of one Party ("the Assigning Party") while assigned to the other Party ("the Receiving Party") in the course of a program of cooperative activity that involves only the visit or exchange of scientific and technical personnel:

a. The Receiving Party has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

b. In any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party has the right to do so.

D. Arrangements involving other forms of cooperation, such as joint research projects with an agreed scope of work, shall provide for the mutually agreed upon disposition of rights to an invention made as a result of such activity on an equitable basis. Except as otherwise specifically agreed, each Party has the right to obtain all rights and interests in the invention in its own country, whereas the right to secure legal protection of that invention in third countries, as well as the right to license or transfer such rights and interests in third countries, shall be allocated by mutual written agreement.

E. Notwithstanding the foregoing, if an invention is of a type for which exclusive rights are available under the laws of one Party but not of the other Party, the Party whose laws provide for exclusive rights shall be entitled to all rights in all countries which provide rights to such invention. The Parties may agree, however, to a different allocation of rights to such invention.

F. The Parties shall disclose to one another inventions made in the course of programs of cooperative activities and furnish to one another any documentation and information

necessary to enable them to secure any rights to which they may be entitled. The Parties may ask one another in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting their respective rights related to inventions. Unless otherwise agreed in writing, such restriction shall not exceed a period of six months from the date of communication of such information. Communication shall be through the parties to the applicable MOUs.

IV. BUSINESS-CONFIDENTIAL INFORMATION

A. The Parties do not expect to furnish to one another or create, or have the partners furnish or create, business-confidential information in the course of cooperation under this Agreement. In the event that such information is inadvertently furnished or created or the Parties agree to furnish such information, the Parties and the partners shall give full protection to such information in accordance with their laws, regulations, and administrative practices.

B. For purposes of this Annex, "business-confidential information" means information of a confidential nature which meets all of the following conditions:

1. it is of a type customarily held in confidence for commercial reasons;
2. it is not generally known or publicly available from other sources;
3. it has not been previously made available by the owner to others without an obligation concerning its confidentiality; and

4. it is not already in the possession of the recipient Party or partner without an obligation concerning its confidentiality.

C. Any information to be protected as "business-confidential information" shall be appropriately identified by the Party or partner furnishing such information or asserting that it is to be protected, except as otherwise provided in the Parties' laws, regulations, and administrative practices. Subject to the aforesaid laws, regulations and administrative practices, unidentified information will be assumed not to be information to be protected, except that a Party to the cooperative activity may notify the other Party in writing, within a reasonable period of time after furnishing or transferring such information, that such information is business-confidential information under the laws, regulations, and administrative practices of its country. Such information will thereafter be protected in accordance with paragraph A above.

V. OTHER TYPES OF INTELLECTUAL PROPERTY

"Other types of intellectual property" means any intellectual property protectable in accordance with the laws, regulations and administrative practices of either Party or any third country other than those described in Articles II, III, and IV above and includes, for example, mask works and trademarks. Rights to other types of intellectual property shall be determined in the same manner as for inventions,

Article III, Paragraphs B-D of this Annex. If an intellectual property is one for which protection is available under the laws of one Party but not of the other Party, the Party whose laws provide such protection shall be entitled to all rights in all countries which protect such intellectual property. The Parties may agree, however, to a different allocation of rights to such intellectual property.

VI. MISCELLANEOUS

A. Each Party and each partner shall take all necessary and appropriate steps to provide for the cooperation of its authors, inventors, and discoverers which is required to carry out the provisions of this Annex.

B. Each Party shall assume the responsibility to pay to its nationals such awards or compensation as may be in accordance with its laws and regulations. This Annex does not create any entitlement or prejudice any right or interest of the author or inventor to an award or compensation for his or her work or invention.

C. Intellectual property disputes arising under this Agreement should be resolved, if possible, through discussions between the concerned partners. If the partners cannot resolve such a disagreement, it shall be settled through consultations between the Parties or their designees.

VII. EFFECT OF TERMINATION OR EXPIRATION

Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

VIII. APPLICABILITY

This Annex is applicable to any implementing arrangements or cooperation under this Agreement, except as otherwise specifically provided for in individual implementing arrangements.

ANNEX II

U.S.-Russian Joint Commission on Science and Technology

Cooperation in

In accordance with Article V of this Agreement:

U.S.-RUSSIAN JOINT COMMISSION ON
COOPERATION IN S&T ("JOINT
COMMISSION")

1. The Parties shall establish a Joint Commission, consisting of representatives of both Parties. The Joint Commission will be co-chaired by the appropriate high-level representatives of both Parties. The U.S. chair will be the Director of the Office of Science and Technology Policy. The Russian chair will be the Minister of Science, Higher Education and Technology Policy.

Commission
will

2. Members of the Joint Commission shall serve without compensation.

3. The Joint Commission shall adopt procedures for its operation.

4. The Joint Commission, normally alternating its annual meetings between the United States of America and Russia, will serve as the forum for the Parties to review and discuss, under the policy framework of this Agreement, matters of importance in science and technology matters related to the overall science and technology relationship between the two countries, and the cooperative activities related to this Agreement.

ways to facilitate
Coop

5. In this context, agencies participating in cooperative activities under this Agreement, will report on an annual basis to the Joint Commission. Such reports will include information pertaining to major new joint collaborative research activities, technical and management issues related to the cooperative activities, outlook for new and expanded joint cooperation, and any other issues deemed relevant and necessary for Joint Commission review.

6. The Parties may designate the necessary experts to discuss, analyze and make recommendations on specific questions.

7. In the intervals between the meetings of the Joint Commission, representatives of the two Parties shall meet, if necessary, to discuss and further the implementation of the Agreement and to exchange information on the progress of programs, projects and activities of common interest.

of the
United
States of
America

through
the
Parties

Joint Commission

Joint



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Rockville MD 20857

March 27, 1992

Note to Sarah Bowden, OSTP

Subject: Proposed U.S.-Russia S&T Agreement

I found the meeting on Wednesday most interesting and would generally support your approach of preparing an umbrella S&T Agreement with Russia. As you know, the U.S.-USSR Agreement on Cooperation in the Field of Medical Science and Public Health is expiring with the completion of its twentieth year in May of 1992. The U.S. Executive Secretary has conveyed to the Russian Republic Ministry of Health its desire to conduct a review of collaborative activities and jointly determine the best course for the future. It would be advantageous for our office to include future activities under an umbrella agreement such as you described at the meeting.

This new agreement could be an effective way to simplify and coordinate existing and future interactions with Russia rather than adding a complex set of meeting and reporting requirements which will consume resources perhaps better spent on program activities. While we see the advantage of the annual high-level meeting, we would be concerned if an extensive executive secretariat and small committee structure were developed. Perhaps a single working-level meeting could substitute for the current GOSSAT infrastructure.

An umbrella agreement would also assist us in negotiating future agreements which are likely to become politically or programmatically desirable with other Republics in the Newly Independent States of the former Soviet Union.

Thank you for an opportunity to comment and we look forward to seeing a first draft of an agreement.

Sincerely,

Kenneth W. Bernard, MD, DTM&H
Associate Director for Medical
and Scientific Affairs
Office of International Health

Withdrawal/Redaction Sheet

(George Bush Library)

Document No. and Type	Subject/Title of Document	Date	Restriction	Class.
04d. Memorandum	To: Sara Bowden From: Harold Jakke Re: Comment on the US-Russia S&T Discussion Paper (1 pp.)	3/27/92	(b)(1)	

Collection:

Record Group: Bush Presidential Records
Office: Science and Technology Policy, Office of (OSTP)
Series: Bromley, D. Allan, Files
Subseries: International Files - Country Files
WHORM Cat.:
File Location: Russia - Science and Technology [1992]

Date Closed:	5/6/2010	OA/ID Number:	62069-002
FOIA/SYS Case #:	2005-0336-F	Appeal Case #:	
Re-review Case #:		Appeal Disposition:	
P-2/P-5 Review Case #:		Disposition Date:	
AR Case #:		MR Case #:	
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AR Disposition Date:		MR Disposition Date:	

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C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Removed as a personal record misfile.

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04e. Fax	To: Sara Bowden From: Gerson Sher Re: Comment on proposed US-Russia Umbrella Agreement (1 pp.)	3/27/92	(b)(1)	

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National Institutes of Health
Bethesda, Maryland 20892

March 26, 1992

NOTE FOR SARA BOWDEN, OSTP

Subject: Proposed US-Russia S&T Agreement

We appreciate the opportunity to comment on the concept of an umbrella S&T agreement with Russia. We would have no objection--indeed, see definite advantages--to such an agreement provided that:

- it does not involve a complicated administrative structure such as that under the US-Japan S&T, and that reporting requirements be limited to no more frequent than once a year;
- it preserves a "bottom-up" approach to identifying and implementing areas of cooperation; and
- agencies would have the option to pursue activities without the need for subsidiary MOUs unless they choose to develop such subagreements (i.e., follow the model of the S&T agreements with Mongolia and Korea, rather than the US-USSR Basic Science Agreement).

An umbrella S&T that would provide IPR protection and would serve to facilitate direct cooperation with our counterparts would be helpful.

A handwritten signature in cursive script, reading "Phil", is positioned above the typed name.

Philip E. Schambra, Ph.D.
Director
Fogarty International Center

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON COOPERATION IN THE FIELD OF BASIC SCIENTIFIC RESEARCH

The Government of the United States of America and the
Government of the Union of Soviet Socialist Republics
(hereinafter referred to as "the Parties");

Considering basic scientific research as important for
development of national economies;

Realizing that international cooperation in the field of
basic scientific research will strengthen the bonds of
friendship and understanding between their peoples and will
advance the state of science to the benefit of both countries,
as well as of all mankind;

Recalling the fruitful cooperation which has occurred
between the two countries in the past;

Referring to the relevant principles, provisions and
objectives set forth in the Final Act of the Conference on
Security and Cooperation in Europe;

Convinced of further need for developing mutually
advantageous scientific cooperation;

Noting the General Agreement Between the Government of the
United States of America and the Government of the Union of
Soviet Socialist Republics on Contacts, Exchanges and
Cooperation in Scientific, Technical, Educational, Cultural and
Other Fields, signed on November 21, 1985;

Wishing to establish closer and more regular cooperation
between scientific organizations and individual scientists;

Have agreed as follows:

ARTICLE I

The Parties shall coordinate, facilitate, and support the development and implementation of cooperation in the field of basic scientific research on the basis of the principles of equality, overall reciprocity, and mutual benefit.

ARTICLE II

Taking into account that fundamental and applied research involve a continuum of scientific activity, for the purposes of this Agreement, "basic scientific research" means theoretical or experimental research having as its objective the acquisition of fuller knowledge or understanding of the elemental principles of phenomena and observable facts; such research extends the knowledge base from which many societal benefits ultimately flow, and, in the framework of this Agreement, such research is not designed for the transformation of new discoveries into applied technologies. The foregoing definition does not preclude subsequent application of knowledge or understanding gained from basic scientific research conducted under this Agreement, subject to the extent of rights under Annex II.

ARTICLE III

Cooperation under this Agreement may be implemented in the following forms:

- Joint scientific research projects including the exchange of scientists, specialists, and researchers participating in them as well as exchange of their results;

- Joint scientific conferences, symposia, and workshops;
- Exchange of scientific information and documentation;
and
- Other forms of cooperation which may be mutually
agreed.

ARTICLE IV

Scientific organizations of the two Parties will conclude subsidiary Memoranda of Understanding (hereinafter referred to as "MOUs") in order to carry out the operational implementation of this Agreement. Consideration of MOUs shall be initiated upon agreement of the Parties, acting through their Executive Agents identified in Annex I, which is an integral part of this Agreement.

ARTICLE V

Cooperative activities in the field of basic scientific research under this Agreement will be subject to official approval in each country, and implemented, in accordance with their respective international obligations, national laws, regulations and procedures. Such cooperation will be governed by the applicable MOUs. Within this framework:

- such cooperation may include the participation of scientific institutions, government and nongovernment agencies, higher educational institutions, and individual scientists, specialists and researchers (hereinafter referred to as "partners");
- partners may carry out such cooperation in approved areas through direct contacts and

In order to facilitate implementation of this Agreement, partners of one country intending to visit partners of the other country for purposes of developing or implementing cooperation under this Agreement are to so indicate in applying for permission to enter.

ARTICLE VI

Cooperation under this Agreement shall be conducted within the limits of available funds. Financial arrangements for cooperation will be set forth in the MOUs.

ARTICLE VII

With respect to cooperation under this Agreement, each Party, in accordance with its international obligations, national laws and regulations, shall:

(a) encourage the participation of qualified scientists, specialists, and researchers in activities under this Agreement, whether or not they are affiliated with institutions participating in cooperation;

(b) facilitate prompt and efficient entry into and exit from its territory of persons participating in the implementation of this Agreement, as well as of appropriate instrumentation and equipment; and

(c) facilitate prompt and efficient access of persons of the other Party participating in the implementation of this Agreement to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists, and researchers.

ARTICLE VIII

Protection of intellectual property and rights thereto shall be as set forth in Annex II, which constitutes an integral part of this Agreement.

ARTICLE IX

Scientific and technological information derived from cooperative activities under this Agreement, other than information not disclosed for commercial or industrial reasons, shall be made available, unless otherwise agreed in writing as provided for in Articles IV and V, to the world scientific community. This will be accomplished through customary channels and in accordance with Article VIII and Annex II of this Agreement, and the normal practices and regulations of the Parties.

ARTICLE X

The Parties agree to establish a US-USSR Joint Commission on Cooperation in the Field of Basic Scientific Research (hereinafter referred to as the "Joint Commission"). The composition of the Joint Commission and the principles for its operation are specified in Annex I.

ARTICLE XI

Initial areas of cooperation are listed in Annex III, which constitutes an integral part of this Agreement. Additions, deletions, or modifications to the list of areas may be

considered by the Joint Commission, as provided in Annex I, paragraph 7, and must be approved by the Parties, as provided in paragraph 4 of Article XIV.

ARTICLE XII

This Agreement and the MOUs shall be without prejudice to other agreements concluded between the Parties.

ARTICLE XIII

This Agreement shall be without prejudice to the cooperation of either Party with other States and international organizations.

ARTICLE XIV

1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for five years. It may be extended for further five-year periods through an exchange of notes between the Parties.

2. Either Party may at any time give written notice to the other Party of its intention to terminate this Agreement, in which case this Agreement will terminate six months from the date notice is received by the other Party.

3. Expiration of this Agreement shall not affect the implementation of any cooperative activity undertaken pursuant to this Agreement and not fully executed before expiration occurs.

4. This Agreement may be amended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at PARIS, this 8th day of JANUARY, 1989, in duplicate in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

George P. Shultz

FOR THE GOVERNMENT OF THE UNION
OF SOVIET SOCIALIST REPUBLICS:

Mikhail Gorbachev

ANNEX I

US-USSR JOINT COMMISSION ON COOPERATION IN THE FIELD OF BASIC SCIENTIFIC RESEARCH

In accordance with Article X of this Agreement:

1. The Parties shall establish a Joint Commission consisting of representatives of both Parties, including their Executive Agents, as set forth in paragraph 4 below, and the parties to the MOUs.
2. Members of the Joint Commission shall serve without compensation.
3. The Joint Commission shall adopt procedures for its operation, and shall ordinarily meet once a year, alternately in the United States and in the Soviet Union.
4. Each Party shall have an Executive Agent to assist the Joint Commission. The Executive Agent of the United States will be the White House Office of Science and Technology Policy (OSTP). The Executive Agent of the Soviet Union will be the USSR State Committee for Science and Technology (GKNT).
5. The Executive Agent of each Party shall designate a Co-Chairperson of the Joint Commission. The Co-Chairperson of the hosting side shall act as Chairperson of the Joint Commission for the duration of that meeting. The Joint Commission shall act by mutual agreement.
6. The Joint Commission shall review, coordinate, and facilitate cooperation in the field of basic scientific research and recommend measures and programs for consideration and subsequent approval by both Parties.

7. The Joint Commission may consider proposals for additions, deletions, or modifications to the list of areas of cooperation in Annex III, which it shall forward to the Parties for their approval. Changes to Annex III which have been approved by the Parties will be submitted in writing to the Joint Commission.

ANNEX II

INTELLECTUAL PROPERTY

Pursuant to Article VIII of this Agreement:

I. GENERAL

A. For purposes of this Agreement, "intellectual property" is understood to have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967.

B. The Parties shall ensure adequate and effective protection for intellectual property created or furnished under this Agreement and relevant implementing arrangements thereunder.

II. COPYRIGHTS

The Parties and the partners shall take appropriate steps to secure copyright to works created under this Agreement in accordance with their national laws, except as specifically provided otherwise in an applicable implementing arrangement. Rights to works created under this Agreement shall be determined in the applicable implementing arrangement.

III. INVENTIONS

A. For purposes of this Annex, "invention" means any invention made in the course of cooperation under this Agreement or implementing arrangements thereunder which is or may be patentable or otherwise protectable under the laws of the United States of America, the Union of Soviet Socialist Republics, or any third country. An invention "made" means one conceived or for which an application for patent or other title of protection has been filed or which has otherwise been reduced to practice.

B. Between a Party and its nationals, the ownership of rights and interests in inventions will be determined in accordance with that Party's national laws and practices.

C. As between the Parties, unless otherwise specifically provided in an applicable implementing arrangement, the Parties and the partners shall take appropriate steps to secure rights to implement the following:

1. If the invention is made in the course of a program of cooperative activity that involves only the transfer or exchange of information between the Parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless provided otherwise in an applicable implementing arrangement:

- a. The Party whose personnel makes the invention ("the Inventing Party") has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

- b. In any country where the Inventing Party decides not to obtain such rights and interests, the other Party has the right to do so.

2. If the invention is made by personnel of one Party ("the Assigning Party") while assigned to the other Party ("the Receiving Party") in the course of a program of cooperative activity that involves only the visit or exchange of scientific and technical personnel:

a. The Receiving Party has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

b. In any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party has the right to do so.

D. Arrangements involving other forms of cooperation, such as joint research projects with an agreed scope of work, shall provide for the mutually agreed upon disposition of rights to an invention made as a result of such activity on an equitable basis. Except as otherwise specifically agreed, each Party has the right to obtain all rights and interests in the invention in its own country, whereas the right to secure legal protection of that invention in third countries, as well as the right to license or transfer such rights and interests in third countries, shall be allocated by mutual written agreement.

E. Notwithstanding the foregoing, if an invention is of a type for which exclusive rights are available under the laws of one Party but not of the other Party, the Party whose laws provide for exclusive rights shall be entitled to all rights in all countries which provide rights to such invention. The Parties may agree, however, to a different allocation of rights to such invention.

F. The Parties shall disclose to one another inventions made in the course of programs of cooperative activities and furnish to one another any documentation and information

necessary to enable them to secure any rights to which they may be entitled. The Parties may ask one another in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting their respective rights related to inventions. Unless otherwise agreed in writing, such restriction shall not exceed a period of six months from the date of communication of such information. Communication shall be through the parties to the applicable MOUs.

IV. BUSINESS-CONFIDENTIAL INFORMATION

A. The Parties do not expect to furnish to one another or create, or have the partners furnish or create, business-confidential information in the course of cooperation under this Agreement. In the event that such information is inadvertently furnished or created or the Parties agree to furnish such information, the Parties and the partners shall give full protection to such information in accordance with their laws, regulations, and administrative practices.

B. For purposes of this Annex, "business-confidential information" means information of a confidential nature which meets all of the following conditions:

1. it is of a type customarily held in confidence for commercial reasons;
2. it is not generally known or publicly available from other sources;
3. it has not been previously made available by the owner to others without an obligation concerning its confidentiality; and

4. it is not already in the possession of the recipient Party or partner without an obligation concerning its confidentiality.

C. Any information to be protected as "business-confidential information" shall be appropriately identified by the Party or partner furnishing such information or asserting that it is to be protected, except as otherwise provided in the Parties' laws, regulations, and administrative practices. Subject to the aforesaid laws, regulations and administrative practices, unidentified information will be assumed not to be information to be protected, except that a Party to the cooperative activity may notify the other Party in writing, within a reasonable period of time after furnishing or transferring such information, that such information is business-confidential information under the laws, regulations, and administrative practices of its country. Such information will thereafter be protected in accordance with paragraph A above.

V. OTHER TYPES OF INTELLECTUAL PROPERTY

"Other types of intellectual property" means any intellectual property protectable in accordance with the laws, regulations and administrative practices of either Party or any third country other than those described in Articles II, III, and IV above and includes, for example, mask works and trademarks. Rights to other types of intellectual property shall be determined in the same manner as for inventions,

Article III, Paragraphs B-D of this Annex. If an intellectual property is one for which protection is available under the laws of one Party but not of the other Party, the Party whose laws provide such protection shall be entitled to all rights in all countries which protect such intellectual property. The Parties may agree, however, to a different allocation of rights to such intellectual property.

VI. MISCELLANEOUS

A. Each Party and each partner shall take all necessary and appropriate steps to provide for the cooperation of its authors, inventors, and discoverers which is required to carry out the provisions of this Annex.

B. Each Party shall assume the responsibility to pay to its nationals such awards or compensation as may be in accordance with its laws and regulations. This Annex does not create any entitlement or prejudice any right or interest of the author or inventor to an award or compensation for his or her work or invention.

C. Intellectual property disputes arising under this Agreement should be resolved, if possible, through discussions between the concerned partners. If the partners cannot resolve such a disagreement, it shall be settled through consultations between the Parties or their designees.

VII. EFFECT OF TERMINATION OR EXPIRATION

Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

VIII. APPLICABILITY

This Annex is applicable to any implementing arrangements or cooperation under this Agreement, except as otherwise specifically provided for in individual implementing arrangements.

ANNEX III

AREAS OF COOPERATION

1. Geosciences
2. Basic Scientific Research in Engineering Sciences
3. Scientific Problems of the Arctic and the North
4. Life Sciences
5. Science Policy
6. Chemistry
7. Mathematics
8. Theoretical Physics

File

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF SCIENCE AND TECHNOLOGY POLICY
WASHINGTON, D.C. 20506

April 8, 1992

MEMORANDUM FOR MARK ALBRECHT

FROM:

TOM RATCHFORD 

SUBJECT:

UMBRELLA S&T AGREEMENT WITH RUSSIA

As we discussed, I am attaching a copy of a draft umbrella S&T agreement with Russia. The draft is being circulated to you and some of the directly-affected agencies before it goes in to Circular 175 clearance, probably next week. The aim is to have an agreement for signature by the time of President Yeltsin's visit in mid-June.

If you cannot reach me (I will be out of town for part of the next few days), please direct any questions you or your staff may have to Sara Bowden at 4626.

-DRAFT-

**AGREEMENT RELATING TO SCIENCE AND TECHNOLOGY COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE RUSSIAN FEDERATION**

The Government of the United States of America and the Government of the Russian Federation (hereinafter referred to as "the Parties")

- o Considering scientific and technology cooperation as important for the development of national economies;**
- o Affirming that in sharing responsibilities for contributing to the world's future prosperity and well-being, they should make further efforts to strengthen their respective national research and development policies;**
- o Realizing that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology to the benefit of both countries, as well as all mankind;**
- o Wishing to establish closer and more regular international cooperation between scientific organizations and individual scientists;**
- o Desiring to set forth the policy framework for the conduct of the overall science and technology relationship between the Parties;**

Have agreed as follows:

ARTICLE I

Purposes

The purposes of this Agreement are to strengthen scientific and technological capabilities of the Parties, to broaden and expand relations between the scientific and technological communities in both countries, and to promote scientific and technological cooperation in areas of mutual interest.

ARTICLE II

Policy Framework

1. This Agreement establishes the policy framework for the overall science and technology relationship between the Parties, including collaboration in large-scale scientific projects ("megaprojects"). To strengthen that relationship, the Parties will conduct their science and technology relationship based on the principles of:

A. Shared responsibilities and mutual and equitable contributions and benefits, commensurate with the two countries' respective scientific and technological strengths and resources;

B. Comparable access to major government-sponsored or government-supported programs and facilities for visiting researchers, and comparable access to and exchange of information, in the field of scientific and technological research and development;

C. Adequate and effective protection and equitable distribution of intellectual property rights created in the course of collaboration and adequate and effective protection of intellectual property rights introduced in the course of collaboration; and

D. Widest possible dissemination of research results and related information consistent with applicable national laws and regulations.

2. Under this policy framework, the Parties shall discuss important science, technology, and policy issues related to the overall science and technology relationship between the two countries.

ARTICLE III

Methods of Cooperation

The Parties will encourage cooperation through exchanges of scientific and technical information, exchanges of scientists and technical experts, conduct of joint research projects, jointly convening seminars and meetings, training of scientists and technical experts, and other forms of scientific and technological cooperation as may be mutually agreed upon.

ARTICLE IV

Cooperating Entities

The Parties shall encourage and facilitate, as appropriate, contacts and cooperation between government agencies, universities, research centers, institutions, firms and other entities of the two countries, and the conclusion, under equitable terms and conditions, of arrangements for the conduct of such activities.

ARTICLE V

Joint Commission

The Parties hereby establish a U.S.-Russian Joint Commission on Cooperation in Science and Technology (hereinafter referred to as the "Joint Commission"). The composition of the Joint Commission and the principles for its operation are specified in Annex I.

ARTICLE VI

Information and Intellectual Property

- 1. Scientific and technological information of a non-proprietary nature resulting from cooperation under this Agreement, other than information which is not disclosed for commercial or industrial reasons, shall be made available to the world scientific community through procedures established by the Parties, unless otherwise agreed.**
- 2. The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement is provided for in Annex I which shall form an integral part of this Agreement.**

ARTICLE VII

Implementing Arrangements

- 1. Within the policy framework of this Agreement, agencies and entities of the two Parties may conclude implementing arrangements in specific areas of science and technology cooperation under this Agreement. These implementing arrangements may cover procedures to be followed, treatment of intellectual property, funding and other appropriate matters. With respect to funding, costs shall be borne as mutually agreed. The conclusion of these implementing arrangements shall be in accordance with prevailing laws, regulations and procedures of the parties.**

2. Agreements and other arrangements between the U.S. and USSR relating to science and technology, which have not terminated in accordance with their terms, and which continue in force between the United States and the Russian Federation, shall be deemed to be subject to the provisions of this Agreement.

3. This Agreement does not otherwise modify these existing science and technology agreements and other arrangements. However, the Parties or their appropriate agencies may amend such agreements or arrangements, as may be agreed, in accordance with their relevant amendment procedures, to more fully reflect the policy framework and other relevant Articles of this Agreement.

ARTICLE VIII

Other Conditions

A. Each Party shall, to the extent permitted by applicable laws and regulations, facilitate the entry into and exit from its territory of those persons engaged in activities under this Agreement, as well as appropriate instrumentation and equipment;

B. Each Party shall facilitate prompt and efficient access of persons of the other Party participating in the implementation of this Agreement to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists, and researchers.

C. The Parties may, as mutually agreed, invite scientists, technical experts and entities of third countries or international organizations to participate in projects and programs being carried out under this Agreement.

D. All cooperative activities under this Agreement shall be undertaken in accordance with applicable laws in both countries and subject to the availability of funds from the Parties.

ARTICLE IX

1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for five years. It may be extended for further five-year periods by written agreement of the Parties.

2. This Agreement may be terminated at any time by either Party giving six months written notice to the other Party.

3. Termination of this Agreement shall not affect the implementation of any cooperative activity undertaken related to this Agreement and not fully executed at the time of expiration of this Agreement.

4. This Agreement may be amended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

**DONE at _____, this _____ day of _____,
1992, in duplicate in the English and Russian languages, both texts being equally
authentic**

**FOR THE GOVERNMENT OF THE
THE UNITED STATES OF AMERICA:**

**FOR THE GOVERNMENT OF
RUSSIA:**

ANNEX I

U.S.-Russian Joint Commission on Cooperation in Science and Technology

In accordance with Article V of this Agreement:

- 1. The U.S.-Russian Joint Commission on Cooperation in S&T (Joint Commission) will consist of representatives of both Parties. The Joint Commission shall be co-chaired by the appropriate high-level representatives of both Parties. The U.S. chair shall be the Director of the Office of Science and Technology Policy of the United States of America. The Russian chair shall be the Minister of Science, Higher Education and Technology Policy of the Russian Federation.**
- 2. Members of the Joint Commission shall serve without compensation.**
- 3. The Joint Commission shall adopt procedures for its operation.**
- 4. The Joint Commission, normally alternating its annual meetings between the United States of America and Russia, shall serve as the forum for the Parties to review and discuss, under the policy framework of this Agreement, matters of importance in the overall science and technology relationship between the two countries, ways to facilitate cooperation between the Parties in science and technology, and the cooperative activities related to this Agreement.**
- 5. In this context, entities participating in cooperative activities under this Agreement, shall report through the Parties on an annual basis to the Joint Commission. Such reports shall include information pertaining to major new joint collaborative research activities, technical and management issues related to the cooperative activities, outlook for new and expanded joint cooperation, and any other issues deemed relevant and necessary for Joint Commission review.**
- 6. The Joint Commission may designate the necessary experts to discuss, analyze and make recommendations on specific questions.**
- 7. In the intervals between the meetings of the Joint Commission, representatives of the two Parties shall meet, if necessary, to discuss and further the implementation of the Agreement and to exchange information on the progress of programs, projects and activities of common interest.**

ANNEX ~~II~~

INTELLECTUAL PROPERTY

Pursuant to Article ~~VI~~ of this Agreement:

I. GENERAL

A. For purposes of this Agreement, "intellectual property" is understood to have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967.

B. The Parties shall ensure adequate and effective protection for intellectual property created or furnished under this Agreement and relevant implementing arrangements thereunder.

II. COPYRIGHTS

The Parties and the partners shall take appropriate steps to secure copyright to works created under this Agreement in accordance with their national laws, except as specifically provided otherwise in an applicable implementing arrangement. Rights to works created under this Agreement shall be determined in the applicable implementing arrangement.

III. INVENTIONS

A. For purposes of this Annex, "invention" means any invention made in the course of cooperation under this Agreement or implementing arrangements thereunder which is or may be patentable or otherwise protectable under the laws of the United States of America, the Union of Soviet Socialist Republics, or any third country. An invention "made" means one conceived or for which an application for patent or other title of protection has been filed or which has otherwise been reduced to practice.

B. Between a Party and its nationals, the ownership of rights and interests in inventions will be determined in accordance with that Party's national laws and practices.

C. As between the Parties, unless otherwise specifically provided in an applicable implementing arrangement, the Parties and the partners shall take appropriate steps to secure rights to implement the following:

1. If the invention is made in the course of a program of cooperative activity that involves only the transfer or exchange of information between the Parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless provided otherwise in an applicable implementing arrangement:

a. The Party whose personnel makes the invention ("the Inventing Party") has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

b. In any country where the Inventing Party decides not to obtain such rights and interests, the other Party has the right to do so.

2. If the invention is made by personnel of one Party ("the Assigning Party") while assigned to the other Party ("the Receiving Party") in the course of a program of cooperative activity that involves only the visit or exchange of scientific and technical personnel:

a. The Receiving Party has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

b. In any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party has the right to do so.

D. Arrangements involving other forms of cooperation, such as joint research projects with an agreed scope of work, shall provide for the mutually agreed upon disposition of rights to an invention made as a result of such activity on an equitable basis. Except as otherwise specifically agreed, each Party has the right to obtain all rights and interests in the invention in its own country, whereas the right to secure legal protection of that invention in third countries, as well as the right to license or transfer such rights and interests in third countries, shall be allocated by mutual written agreement.

E. Notwithstanding the foregoing, if an invention is of a type for which exclusive rights are available under the laws of one Party but not of the other Party, the Party whose laws provide for exclusive rights shall be entitled to all rights in all countries which provide rights to such invention. The Parties may agree, however, to a different allocation of rights to such invention.

F. The Parties shall disclose to one another inventions made in the course of programs of cooperative activities and furnish to one another any documentation and information

necessary to enable them to secure any rights to which they may be entitled. The Parties may ask one another in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting their respective rights related to inventions. Unless otherwise agreed in writing, such restriction shall not exceed a period of six months from the date of communication of such information. Communication shall be through the parties to the applicable MOUs.

IV. BUSINESS-CONFIDENTIAL INFORMATION

A. The Parties do not expect to furnish to one another or create, or have the partners furnish or create, business-confidential information in the course of cooperation under this Agreement. In the event that such information is inadvertently furnished or created or the Parties agree to furnish such information, the Parties and the partners shall give full protection to such information in accordance with their laws, regulations, and administrative practices.

B. For purposes of this Annex, "business-confidential information" means information of a confidential nature which meets all of the following conditions:

1. it is of a type customarily held in confidence for commercial reasons;
2. it is not generally known or publicly available from other sources;
3. it has not been previously made available by the owner to others without an obligation concerning its confidentiality; and

4. it is not already in the possession of the recipient Party or partner without an obligation concerning its confidentiality.

C. Any information to be protected as "business-confidential information" shall be appropriately identified by the Party or partner furnishing such information or asserting that it is to be protected, except as otherwise provided in the Parties' laws, regulations, and administrative practices. Subject to the aforesaid laws, regulations and administrative practices, unidentified information will be assumed not to be information to be protected, except that a Party to the cooperative activity may notify the other Party in writing, within a reasonable period of time after furnishing or transferring such information, that such information is business-confidential information under the laws, regulations, and administrative practices of its country. Such information will thereafter be protected in accordance with paragraph A above.

V. OTHER TYPES OF INTELLECTUAL PROPERTY

"Other types of intellectual property" means any intellectual property protectable in accordance with the laws, regulations and administrative practices of either Party or any third country other than those described in Articles II, III, and IV above and includes, for example, mask works and trademarks. Rights to other types of intellectual property shall be determined in the same manner as for inventions,

Article III, Paragraphs B-D of this Annex. If an intellectual property is one for which protection is available under the laws of one Party but not of the other Party, the Party whose laws provide such protection shall be entitled to all rights in all countries which protect such intellectual property. The Parties may agree, however, to a different allocation of rights to such intellectual property.

VI. MISCELLANEOUS

A. Each Party and each partner shall take all necessary and appropriate steps to provide for the cooperation of its authors, inventors, and discoverers which is required to carry out the provisions of this Annex.

B. Each Party shall assume the responsibility to pay to its nationals such awards or compensation as may be in accordance with its laws and regulations. This Annex does not create any entitlement or prejudice any right or interest of the author or inventor to an award or compensation for his or her work or invention.

C. Intellectual property disputes arising under this Agreement should be resolved, if possible, through discussions between the concerned partners. If the partners cannot resolve such a disagreement, it shall be settled through consultations between the Parties or their designees.

VII. EFFECT OF TERMINATION OR EXPIRATION

Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

VIII. APPLICABILITY

This Annex is applicable to any implementing arrangements or cooperation under this Agreement, except as otherwise specifically provided for in individual implementing arrangements.

Funding

How To spend \$100m in ESF in 1992

\$350 in 93

Look for Articles on Nixon RR Testimony on funding
arguing SET special crucial for transition
and economic development

Withdrawal/Redaction Sheet

(George Bush Library)

Document No. and Type	Subject/Title of Document	Date	Restriction	Class.
04f. Notes	Notes from umbrella agreement meeting (2 pp.)	3/25/92	(b)(1)	

Collection:

Record Group: Bush Presidential Records
Office: Science and Technology Policy, Office of (OSTP)
Series: Bromley, D. Allan, Files
Subseries: International Files - Country Files
WHORM Cat.:
File Location: Russia - Science and Technology [1992]

Date Closed:	5/6/2010	OA/ID Number:	62069-002
FOIA/SYS Case #:	2005-0336-F	Appeal Case #:	
Re-review Case #:		Appeal Disposition:	
P-2/P-5 Review Case #:		Disposition Date:	
AR Case #:		MR Case #:	
AR Disposition:		MR Disposition:	
AR Disposition Date:		MR Disposition Date:	

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P-1 National Security Classified Information [(a)(1) of the PRA]
P-2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P-3 Release would violate a Federal statute [(a)(3) of the PRA]
P-4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
P-5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
P-6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Removed as a personal record misfile.

Freedom of Information Act - [5 U.S.C. 552(b)]

(b)(1) National security classified information [(b)(1) of the FOIA]
(b)(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
(b)(3) Release would violate a Federal statute [(b)(3) of the FOIA]
(b)(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
(b)(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
(b)(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
(b)(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
(b)(9) Release would disclose geological or geophysical information

ARTICLE II

Policy Framework

1. This Agreement establishes the policy framework for the overall science and technology relationship between the Parties, including collaboration in large-scale scientific projects ("megaprojects"). To strengthen that relationship, the Parties will conduct their science and technology relationship based on the principles of:

A. Shared responsibilities and mutual and equitable contributions and benefits, commensurate with the two nations' respective scientific and technological strengths and resources;

B. Comparable access to major government-sponsored or government-supported programs and facilities for visiting researchers, and comparable access to and exchange of information, in the field of scientific and technological research and development;

C. Adequate and effective protection and equitable distribution of intellectual property rights created in the course of collaboration and adequate and effective protection of intellectual property rights introduced in the course of collaboration; and

D. Widest possible dissemination of research results and related information consistent with applicable national laws and regulations.

2. Under this policy framework, the Parties will discuss important science, technology, and policy issues related to the overall science and technology relationship between the two countries.

ARTICLE III

Areas of Cooperation

Cooperation under this Agreement and through specific "implementing arrangements" may include exchanges of scientific and technical information, exchanges of scientists and technical experts, conduct of joint research projects, jointly convening seminars and meetings, training of scientists and technical experts, and other forms of scientific and technological cooperation as may be mutually agreed upon.

*Agreed
To include
development*

ARTICLE IV

Cooperating Entities

Pursuant to the objectives of this Agreement, the Parties will encourage and facilitate, as appropriate, contacts and cooperation between government agencies, universities, research centers, institutions, firms and other entities of the two countries, and the conclusion, under equitable terms and conditions, of specific arrangements for the conduct of cooperative activities.

ARTICLE V

Joint Commission

1. The Parties will establish a Joint Commission. The Joint Commission will be co-chaired by the appropriate high-level representatives of both Parties. The U.S. chair will be the Assistant to the President for Science and Technology. The Russian chair will be the Minister of Science, Higher Education and Technology Policy. *Annex*
2. The Joint Commission, normally alternating its annual meetings between the United States of America and Russia, will serve as the forum for the Parties to review and discuss, under the policy framework of this Agreement, matters of importance in science and technology matters related to the overall science and technology relationship between the two countries, and the cooperative activities related to this Agreement.
3. In this context, agencies participating in cooperative activities under this Agreement, will report on an annual basis to the Joint Commission. Such reports will include information pertaining to major new joint collaborative research activities, technical and management issues related to the cooperative activities, outlook for new and expanded joint cooperation, and any other issues deemed relevant and necessary for Joint Commission review.
4. The Parties may designate the necessary experts to discuss, analyze and make recommendations on specific questions.
5. In the intervals between the meetings of the Commission, representatives of the two Parties shall meet, if necessary, to discuss and further the implementation of the Agreement and to exchange information on the progress of programs, projects and activities of common interest.

ARTICLE VI

Information and Intellectual Property

1. The Parties agree that scientific and technological information resulting from cooperation under this Agreement which is not subject to the principle of confidentiality because of its industrial or commercial significance shall be made available to the world scientific community through procedures established by the Parties.
2. The provisions of patents, designs, trade secrets, copyrights, and all other intellectual property arising from the cooperative activities under this Agreement is provided for in Annex I which shall form an integral part of this Agreement.

ARTICLE VII

Implementing Arrangements

ADD defin

1. This Agreement incorporates as "specific implementing arrangements" previous science and technology agreements and memoranda presently in existence between the United States and the USSR.
2. This Agreement does not otherwise legally modify these existing bilateral science and technology arrangements between the Parties or their agencies which are considered to be "specific implementing arrangements." However, the Parties or their appropriate agencies may amend such arrangements, as may be agreed, in accordance with their relevant amendment procedures, to more fully reflect the policy framework and other relevant Articles of this Agreement.

ARTICLE VIII

Other Conditions

- A. Specific implementing arrangements for this Agreement may cover subjects of cooperation, procedures to be followed, treatment of intellectual property, funding and other appropriate matters. With respect to funding, costs shall be borne as mutually agreed.
- B. Each Party shall, to the extent permitted by applicable laws and regulations, facilitate the entry into and exit from its territory of those persons engaged in activities under this Agreement, as well as appropriate instrumentation and equipment;

C. Each Party shall facilitate prompt and efficient access of persons of the other Party participating in the implementation of this Agreement to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists, and researchers.

D. All cooperative activities under this Agreement shall be undertaken in accordance with applicable laws in both countries and subject to the availability of funds from the Parties.

E. The Parties may, as mutually agreed, invite scientists, technical experts and entities of third countries or international organizations to participate in projects and programs being carried out under this Agreement.

ARTICLE IX

1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for five years. It may be extended for further five-year periods through an exchange of notes between the Parties.

2. Either Party may at any time give written notice to the other Party of its intention to terminate this Agreement, in which case this Agreement will terminate six months from the date notice is received by the other Party.

3. Expiration of this Agreement shall not affect the implementation of any cooperative activity undertaken pursuant to this Agreement and not fully executed before expiration occurs.

4. This Agreement may be amended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at _____, this _____ day of _____, 1992, in duplicate in the English and Russian languages, both texts being equally authentic

**FOR THE GOVERNMENT OF THE
THE UNITED STATES OF AMERICA**

**FOR THE GOVERNMENT OF
RUSSIA**

**AGREEMENT RELATING TO SCIENCE AND TECHNOLOGY COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF RUSSIA**

**The Government of the United States of America and the Government of Russia
(hereinafter referred to as "the Parties")**

- o Intending to strengthen the bonds of friendship and cooperation between the two countries;**
- o Considering basic and applied scientific research as important for development of national economies;**
- o Realizing that international cooperation in basic and applied research will strengthen the bonds of friendship and understanding between their people and will advance the state of science to the benefit of both countries, as well as all mankind;**
- o Wishing to establish closer and more regular cooperation between scientific organizations and individual scientists;**
- o Affirming their commitment to further enhance cooperation in science and technology; and**
- o Desiring to set forth the policy framework for the conduct of the overall science and technology relationship between the Parties and to strengthen that relationship for peaceful purposes;**

Have agreed as follows:

ARTICLE I

Objectives

- 1. The principal objectives of this Agreement are to strengthen scientific and technological capabilities of the Parties and broaden and expand relations between the scientific and technological communities in both countries.**
- 2. Pursuant to this agreement, the Parties shall promote scientific and technological cooperation for peaceful purposes in areas of mutual interest.**

PROCEDURES
OF THE US-USSR JOINT COMMISSION
ON COOPERATION IN BASIC SCIENTIFIC RESEARCH

In accordance with Article X of the Agreement Between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America on Cooperation in the Field of Basic Scientific Research on the establishment of a Joint US-USSR Commission on Cooperation in Basic Scientific Research of January 8, 1989, the Joint Commission has established the following procedures:

Article 1

The US-USSR Joint Commission on Cooperation in the Field of Basic Scientific Research, hereafter referred to as the Joint Commission, was established to review, coordinate and facilitate cooperation in the field of basic scientific research.

The Joint Commission shall consider only basic scientific research as defined in Article II of the Agreement.

Article 2

The Joint Commission shall consider issues related to cooperation in the field of basic scientific research and act by mutual consent. Each country shall decide its own internal procedures for deciding when its consent should be given.

The functions of the Commission are:

- to consider and recommend ways to create favorable conditions of cooperation;
- to review the results of cooperation undertaken under the subordinate MOUs;
- to consider proposals for additions, deletions or modifications to the list of areas of cooperation in Annex III of the Agreement, which it shall forward to the parties for their approval;
- to consider modes of support for bilateral scientific cooperation.

The Joint Commission shall review changes to Annex III which previously have been approved by the Parties.

The Joint Commission shall only designate broad areas of cooperation. Specific areas and topics will be designated under Memoranda of Understanding. The Joint Commission can recommend measures and programs for consideration and subsequent approval by both Parties.

Article 3

The Executive Agent of each side shall designate a Co-Chairman of the Joint Commission.

The composition of the Joint Commission shall be designated by the respective Co-Chairmen and the Co-Chairmen shall exchange lists of Commission members.

The Joint Commission shall be composed of members from both countries and shall include, at a minimum, representatives of the Executive Agents, Memoranda of Understanding signatories, and the Executive Secretaries. Each side of the Joint Commission shall consist of no more than 15 members, which figure shall include the prescribed members, and is taken to mean all Principals and all their assistants, the Executive Secretary, and all others. Members of the Joint Commission shall serve without compensation.

Article 4

The Joint Commission shall ordinarily meet once a year, alternately in the United States and in the Union of Soviet Socialist Republics.

The Co-Chairman of the hosting side shall be designated at least 90 days before the meeting and act as Chairman of the Joint Commission for the duration of the meeting.

The Co-Chairmen of the Joint Commission shall propose a date, agenda, and delegation list for the meeting not less than 30 days prior to the meeting.

Article 5

The Joint Commission shall issue a Record of the Meeting at the conclusion of each annual meeting.

A Record of the Meeting shall be made in English and Russian not later than 30 days after the conclusion of the meeting, both texts being equally valid.

Article 6

To fulfill its tasks, the Joint Commission may establish temporary working groups.

The Joint Commission determines the role and membership of such temporary bodies.

Article 7

Expenses for the Joint Commission annual meetings shall be handled on a receiving side pays basis. Such expenses shall not exceed the 15 members of the Joint Commission and shall apply only to the time required for the Joint Commission meeting plus surrounding days, not to exceed 7, for local site visits and counterpart meetings. Participation by either country of more than 15 persons shall be at that Party's expense. This policy shall be reviewed on a biannual basis.

Article 8

Any additional needed details on these Procedures should be worked out by the Executive Secretaries and implemented by mutual consent.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON COOPERATION IN THE FIELD OF BASIC SCIENTIFIC RESEARCH

The Government of the United States of America and the
Government of the Union of Soviet Socialist Republics
(hereinafter referred to as "the Parties");

Considering basic scientific research as important for
development of national economies;

Realizing that international cooperation in the field of
basic scientific research will strengthen the bonds of
friendship and understanding between their peoples and will
advance the state of science to the benefit of both countries,
as well as of all mankind;

Recalling the fruitful cooperation which has occurred
between the two countries in the past;

Referring to the relevant principles, provisions and
objectives set forth in the Final Act of the Conference on
Security and Cooperation in Europe;

Convinced of further need for developing mutually
advantageous scientific cooperation;

Noting the General Agreement Between the Government of the
United States of America and the Government of the Union of
Soviet Socialist Republics on Contacts, Exchanges and
Cooperation in Scientific, Technical, Educational, Cultural and
Other Fields, signed on November 21, 1985;

Wishing to establish closer and more regular cooperation
between scientific organizations and individual scientists;

Have agreed as follows:

ARTICLE I

The Parties shall coordinate, facilitate, and support the development and implementation of cooperation in the field of basic scientific research on the basis of the principles of equality, overall reciprocity, and mutual benefit.

ARTICLE II

Taking into account that fundamental and applied research involve a continuum of scientific activity, for the purposes of this Agreement, "basic scientific research" means theoretical or experimental research having as its objective the acquisition of fuller knowledge or understanding of the elemental principles of phenomena and observable facts; such research extends the knowledge base from which many societal benefits ultimately flow, and, in the framework of this Agreement, such research is not designed for the transformation of new discoveries into applied technologies. The foregoing definition does not preclude subsequent application of knowledge or understanding gained from basic scientific research conducted under this Agreement, subject to the extent of rights under Annex II.

ARTICLE III

Cooperation under this Agreement may be implemented in the following forms:

- Joint scientific research projects including the exchange of scientists, specialists, and researchers participating in them as well as exchange of their results;

- Joint scientific conferences, symposia, and workshops;
- Exchange of scientific information and documentation;
and
- Other forms of cooperation which may be mutually
agreed.

ARTICLE IV

Scientific organizations of the two Parties will conclude subsidiary Memoranda of Understanding (hereinafter referred to as "MOUs") in order to carry out the operational implementation of this Agreement. Consideration of MOUs shall be initiated upon agreement of the Parties, acting through their Executive Agents identified in Annex I, which is an integral part of this Agreement.

ARTICLE V

Cooperative activities in the field of basic scientific research under this Agreement will be subject to official approval in each country, and implemented, in accordance with their respective international obligations, national laws, regulations and procedures. Such cooperation will be governed by the applicable MOUs. Within this framework:

- such cooperation may include the participation of scientific institutions, government and nongovernment agencies, higher educational institutions, and individual scientists, specialists and researchers (hereinafter referred to as "partners");
- partners may carry out such cooperation in approved

areas through direct contacts and

In order to facilitate implementation of this Agreement, partners of one country intending to visit partners of the other country for purposes of developing or implementing cooperation under this Agreement are to so indicate in applying for permission to enter.

ARTICLE VI

Cooperation under this Agreement shall be conducted within the limits of available funds. [Financial arrangements for cooperation will be set forth in the MOUs.] *art VII*

ARTICLE VII ?

With respect to cooperation under this Agreement, each Party, in accordance with its international obligations, national laws and regulations, shall:

(a) encourage the participation of qualified scientists, specialists, and researchers in activities under this Agreement, whether or not they are affiliated with institutions participating in cooperation;

(b) facilitate prompt and efficient entry into and exit from its territory of persons participating in the implementation of this Agreement, as well as of appropriate instrumentation and equipment; and

(c) facilitate prompt and efficient access of persons of the other Party participating in the implementation of this Agreement to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists, and researchers.

ARTICLE VIII

Protection of intellectual property and rights thereto shall be as set forth in Annex II, which constitutes an integral part of this Agreement.

ARTICLE IX

Scientific and technological information derived from cooperative activities under this Agreement, other than information not disclosed for commercial or industrial reasons, shall be made available, unless otherwise agreed in writing as provided for in Articles IV and V, to the world scientific community. This will be accomplished through customary channels and in accordance with Article VIII and Annex II of this Agreement, and the normal practices and regulations of the Parties.

ARTICLE X

The Parties agree to establish a US-USSR Joint Commission on Cooperation in the Field of Basic Scientific Research (hereinafter referred to as the "Joint Commission"). The composition of the Joint Commission and the principles for its operation are specified in Annex I.

ARTICLE XI

Initial areas of cooperation are listed in Annex III, which constitutes an integral part of this Agreement. Additions, deletions, or modifications to the list of areas may be

considered by the Joint Commission, as provided in Annex I, paragraph 7, and must be approved by the Parties, as provided in paragraph 4 of Article XIV.

ARTICLE XII

This Agreement and the MOUs shall be without prejudice to other agreements concluded between the Parties.

ARTICLE XIII

This Agreement shall be without prejudice to the cooperation of either Party with other States and international organizations.

ARTICLE XIV

1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for five years. It may be extended for further five-year periods through an exchange of notes between the Parties.

2. Either Party may at any time give written notice to the other Party of its intention to terminate this Agreement, in which case this Agreement will terminate six months from the date notice is received by the other Party.

3. Expiration of this Agreement shall not affect the implementation of any cooperative activity undertaken pursuant to this Agreement and not fully executed before expiration occurs.

4. This Agreement may be amended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized
by their respective Governments, have signed this Agreement.

DONE at PARIS, this 8th
day of JANUARY, 1989, in duplicate in the English
and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

George P. Shultz

FOR THE GOVERNMENT OF THE UNION
OF SOVIET SOCIALIST REPUBLICS:

Mikhail Gorbachev

ANNEX I

US-USSR JOINT COMMISSION ON COOPERATION IN THE FIELD OF BASIC SCIENTIFIC RESEARCH

In accordance with Article X of this Agreement:

1. The Parties shall establish a Joint Commission consisting of representatives of both Parties, including their Executive Agents, as set forth in paragraph 4 below, and the parties to the MOUs.
2. Members of the Joint Commission shall serve without compensation.
3. The Joint Commission shall adopt procedures for its operation, and shall ordinarily meet once a year, alternately in the United States and in the Soviet Union.
4. Each Party shall have an Executive Agent to assist the Joint Commission. The Executive Agent of the United States will be the White House Office of Science and Technology Policy (OSTP). The Executive Agent of the Soviet Union will be the USSR State Committee for Science and Technology (GKNT).
5. The Executive Agent of each Party shall designate a Co-Chairperson of the Joint Commission. The Co-Chairperson of the hosting side shall act as Chairperson of the Joint Commission for the duration of that meeting. The Joint Commission shall act by mutual agreement.
6. The Joint Commission shall review, coordinate, and facilitate cooperation in the field of basic scientific research and recommend measures and programs for consideration and subsequent approval by both Parties.

7. The Joint Commission may consider proposals for additions, deletions, or modifications to the list of areas of cooperation in Annex III, which it shall forward to the Parties for their approval. Changes to Annex III which have been approved by the Parties will be submitted in writing to the Joint Commission.

**AGREEMENT RELATING TO SCIENCE AND TECHNOLOGY COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF RUSSIA**

The Government of the United States of America and the Government of Japan
(hereinafter referred to as "the Parties")

Russia

Wishing to strengthen the bonds of friendship and cooperation between the two countries;

Affirming that the United States of America and Russia, sharing responsibilities in contributing to the world's future prosperity and well-being, should make further efforts to strengthen their respective national research and development policies;

Stressing the importance of sustaining long-term investments in basic research and creating dynamic research and development environments with a view to generating fundamental new knowledge;

Convinced that long-term mutually beneficial international science and technology collaboration is built upon long-lasting partnerships between scientists of different nationalities, performance of joint research and development at each other's facilities, education and training of each other's promising students, and publication of joint research and development results in international journals;

Affirming their commitment to equitable contributions and to comparable access to each nation's research and development systems;

Determined to strengthen the overall science and technology relationship based on the principles of shared responsibilities and mutual equitable contributions and benefits, commensurate with the two nations' respective scientific and technological strengths and resources;

Affirming their commitment to further enhance cooperation in science and technology;
and

Desiring to set forth the policy framework for the conduct of the overall science and technology relationship between the Parties and to strengthen that relationship for peaceful purposes;

Have agreed as follows:

ARTICLE I

1. This Agreement establishes the policy framework for the overall science and technology relationship between the Parties, including collaboration in large-scale projects. to strengthen that relationship, the Parties will conduct their science and technology relationship based on the principles of:

A. Shared responsibilities and mutual and equitable contributions and benefits, commensurate with the two nations' respective scientific and technological strengths and resources;

B. Comparable access to major government-sponsored or government-supported programs and facilities for visiting researchers, and comparable access to and exchange of information, in the field of scientific and technological research and development;

C. Adequate and effective protection and equitable distribution of intellectual property rights created in the course of collaboration and adequate and effective protection of intellectual property rights introduced in the course of collaboration; and

D. Widest possible dissemination of information consistent with applicable national laws and regulations.

2. Under this policy framework, the Parties will discuss matters of importance in the field of science and technology, and policy issues related to the overall science and technology relationship between the two countries.

ARTICLE II

1. Pursuant to this agreement, the Parties shall promote scientific and technological cooperation for peaceful purposes in areas of mutual interest.

2. The principal objectives of this Agreement are to strengthen scientific and technological capabilities of the Parties and broaden and expand relations between the scientific and technological communities in both countries.

ARTICLE III

Cooperation under this Agreement may include exchanges of scientific and technical information, exchanges of scientists and technical experts, joint conduct of research projects, convening of joint seminars and meetings, training of scientists and technical experts, and other forms of scientific and technological cooperation as may be mutually agreed.

[specialists & researchers]?

seems to exclude development which is included in Preamble para 3

ARTICLE IV

Pursuant to the objectives of this Agreement, the Parties will encourage and facilitate, as appropriate, contacts and cooperation between government agencies, universities, research centers, institutions, **firms** and other entities of the two countries, and the conclusion, under equitable terms and conditions, of specific arrangements for the conduct of cooperative activities.

ARTICLE V

Specific arrangements implementing this Agreement may cover subjects of cooperation, procedures to be followed, treatment of intellectual property, funding and other appropriate matters. With respect to funding, costs shall be borne as mutually agreed.

ARTICLE VI

1. Each Party shall, to the extent permitted by applicable laws and regulations, facilitate the entry into and exit from its territory of those persons engaged in activities under this Agreement, as well as appropriate instrumentation and equipment;
2. Each Party shall facilitate prompt and efficient access of persons of the other Party ~~party~~ participating in the implementation of this Agreement to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists, and researchers.

ARTICLE VII

All cooperative activities under this Agreement shall be undertaken in accordance with applicable laws in both countries and subject to the availability of funds from the Parties.

int'l obligations, regulations and procedures

ARTICLE VIII

1. The Parties agree that scientific and technological information resulting from cooperation under this Agreement which is not subject to the principle of confidentiality because of its industrial or commercial significance shall be made available to the world scientific community through procedures established by the Parties.

2. The provisions of patents, designs, trade secrets, copyrights, and all other intellectual property arising from the cooperative activities under this Agreement is provided for in Annex I which shall form an integral part of this Agreement.

ARTICLE IX

The Parties may, as mutually agreed, invite scientists, technical experts and entities of third countries or international organizations to participate in projects and programs being carried out under this Agreement.

ARTICLE X

1. This Agreement supersedes previous science and technology agreements between the United States and the USSR. Implementing arrangements and cooperative activities undertaken under the previous agreements are hereby incorporated under this Agreement.

2. This Agreement does not otherwise legally modify existing bilateral science and technology arrangements between the Parties or their agencies. However, the Parties or their appropriate agencies may amend such arrangements, as may be agreed, in accordance with their relevant amendment procedures, to make them consistent with the policy framework of this Agreement.

ARTICLE XI

1. The Parties will establish a Joint Commission. the Joint Commission will be co-chaired by the appropriate high-level representatives of both Parties. The U.S. chair will be the Assistant to the President for Science and Technology. The Russian chair will be the Minister of Science, Higher Education and Technology Policy.

2. Meeting alternately in the United States of America and Russia, the Joint Commission will serve as the annual forum for the Parties to review and discuss, under the policy framework of this Agreement, matters of importance in the field of science and technology policy issues related to the overall science and technology relationship between the two countries, and the cooperative activities under this Agreement.

3. In this context, agencies participating in cooperative activities under this Agreement, will report on an annual basis to the Joint Commission. Such reports will include information pertaining to major new joint collaborative research activities, technical and management issues related to the cooperative activities, outlook for new and expanded joint cooperation, and any other issues deemed relevant and necessary for Joint Commission review.

4. The Parties may designate the necessary experts to discuss, analyze and make recommendations on specific questions.

*separate Annex?
see B51*

*Joint Commission
Cooperation*

5. In the intervals between the sessions of the Committee, representatives of the two Parties shall meet, if necessary, to discuss and further the implementation of the Agreement and to exchange information on the progress of programs, projects and activities of common interest.

ARTICLE XII

1. This Agreement shall enter into force upon signature by both Parties and shall remain in force for five years. It may be extended for further five-year periods through an exchange of notes between the Parties.

2. Either Party may at any time give written notice to the other Party of its intention to terminate this Agreement, in which case this Agreement will terminate six months from the date notice is received by the other Party.

3. Expiration of this Agreement shall not affect the implementation of any cooperative activity undertaken pursuant to this Agreement and not fully executed before expiration occurs.

4. This Agreement may be amended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at _____, this _____ day of _____, 1992, in duplicate in the English and Russian languages, both texts being equally authentic

FOR THE GOVERNMENT OF THE
THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF
RUSSIA

INTELLECTUAL PROPERTY

Pursuant to Article VIII of this Agreement:

I. GENERAL

A. For purposes of this Agreement, "intellectual property" is understood to have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967.

B. The Parties shall ensure adequate and effective protection for intellectual property created or furnished under this Agreement and relevant implementing arrangements thereunder.

II. COPYRIGHTS

The Parties and the partners shall take appropriate steps to secure copyright to works created under this Agreement in accordance with their national laws, except as specifically provided otherwise in an applicable implementing arrangement. Rights to works created under this Agreement shall be determined in the applicable implementing arrangement.

III. INVENTIONS

A. For purposes of this Annex, "invention" means any invention made in the course of cooperation under this Agreement or implementing arrangements thereunder which is or may be patentable or otherwise protectable under the laws of the United States of America, the Union of Soviet Socialist Republics, or any third country. An invention "made" means one conceived or for which an application for patent or other title of protection has been filed or which has otherwise been reduced to practice.

B. Between a Party and its nationals, the ownership of rights and interests in inventions will be determined in accordance with that Party's national laws and practices.

C. As between the Parties, unless otherwise specifically provided in an applicable implementing arrangement, the Parties and the partners shall take appropriate steps to secure rights to implement the following:

1. If the invention is made in the course of a program of cooperative activity that involves only the transfer or exchange of information between the Parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless provided otherwise in an applicable implementing arrangement:

- a. The Party whose personnel makes the invention ("the Inventing Party") has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries:

- b. In any country where the Inventing Party decides not to obtain such rights and interests, the other Party has the right to do so.

2. If the invention is made by personnel of one Party ("the Assigning Party") while assigned to the other Party ("the Receiving Party") in the course of a program of cooperative activity that involves only the visit or exchange of scientific and technical personnel:

a. The Receiving Party has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

b. In any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party has the right to do so.

D. Arrangements involving other forms of cooperation, such as joint research projects with an agreed scope of work, shall provide for the mutually agreed upon disposition of rights to an invention made as a result of such activity on an equitable basis. Except as otherwise specifically agreed, each Party has the right to obtain all rights and interests in the invention in its own country, whereas the right to secure legal protection of that invention in third countries, as well as the right to license or transfer such rights and interests in third countries, shall be allocated by mutual written agreement.

E. Notwithstanding the foregoing, if an invention is of a type for which exclusive rights are available under the laws of one Party but not of the other Party, the Party whose laws provide for exclusive rights shall be entitled to all rights in all countries which provide rights to such invention. The Parties may agree, however, to a different allocation of rights to such invention.

F. The Parties shall disclose to one another inventions made in the course of programs of cooperative activities and furnish to one another any documentation and information

necessary to enable them to secure any rights to which they may be entitled. The Parties may ask one another in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting their respective rights related to inventions. Unless otherwise agreed in writing, such restriction shall not exceed a period of six months from the date of communication of such information. Communication shall be through the parties to the applicable MOUs.

IV. BUSINESS-CONFIDENTIAL INFORMATION

A. The Parties do not expect to furnish to one another or create, or have the partners furnish or create, business-confidential information in the course of cooperation under this Agreement. In the event that such information is inadvertently furnished or created or the Parties agree to furnish such information, the Parties and the partners shall give full protection to such information in accordance with their laws, regulations, and administrative practices.

B. For purposes of this Annex, "business-confidential information" means information of a confidential nature which meets all of the following conditions:

1. it is of a type customarily held in confidence for commercial reasons;
2. it is not generally known or publicly available from other sources;
3. it has not been previously made available by the owner to others without an obligation concerning its confidentiality; and

4. it is not already in the possession of the recipient Party or partner without an obligation concerning its confidentiality.

C. Any information to be protected as "business-confidential information" shall be appropriately identified by the Party or partner furnishing such information or asserting that it is to be protected, except as otherwise provided in the Parties' laws, regulations, and administrative practices. Subject to the aforesaid laws, regulations and administrative practices, unidentified information will be assumed not to be information to be protected, except that a Party to the cooperative activity may notify the other Party in writing, within a reasonable period of time after furnishing or transferring such information, that such information is business-confidential information under the laws, regulations, and administrative practices of its country. Such information will thereafter be protected in accordance with paragraph A above.

V. OTHER TYPES OF INTELLECTUAL PROPERTY

"Other types of intellectual property" means any intellectual property protectable in accordance with the laws, regulations and administrative practices of either Party or any third country other than those described in Articles II, III, and IV above and includes, for example, mask works and trademarks. Rights to other types of intellectual property shall be determined in the same manner as for inventions,

Article III, Paragraphs B-D of this Annex. If an intellectual property is one for which protection is available under the laws of one Party but not of the other Party, the Party whose laws provide such protection shall be entitled to all rights in all countries which protect such intellectual property. The Parties may agree, however, to a different allocation of rights to such intellectual property.

VI. MISCELLANEOUS

A. Each Party and each partner shall take all necessary and appropriate steps to provide for the cooperation of its authors, inventors, and discoverers which is required to carry out the provisions of this Annex.

B. Each Party shall assume the responsibility to pay to its nationals such awards or compensation as may be in accordance with its laws and regulations. This Annex does not create any entitlement or prejudice any right or interest of the author or inventor to an award or compensation for his or her work or invention.

C. Intellectual property disputes arising under this Agreement should be resolved, if possible, through discussions between the concerned partners. If the partners cannot resolve such a disagreement, it shall be settled through consultations between the Parties or their designees.

VII. EFFECT OF TERMINATION OR EXPIRATION

Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

VIII. APPLICABILITY

This Annex is applicable to any implementing arrangements or cooperation under this Agreement, except as otherwise specifically provided for in individual implementing arrangements.

**FACT SHEET
ON THE PROPOSED U.S.-RUSSIAN
S&T AGREEMENT**

**1. IMPACT OF THE UMBRELLA AGREEMENT ON EXISTING AGREEMENTS
AND MEMORANDA OF UNDERSTANDING**

Existing agreements and MOUs which are in force at the time of the signing of the umbrella agreement will not terminate but will be subject to the provisions of the umbrella agreement. This means that existing agreements and MOUs will be within the general policy framework of the umbrella agreement and that matters of importance arising from cooperation under those agreements and MOUs may be considered by the Joint Commission. The practical effect of this on agencies is two-fold:

- o A senior official of each agency responsible for agreements, MOUs, or cooperative activities in force, will be expected to participate in the annual meeting of the Joint Commission, and important existing activities will be considered by the Joint Commission, for the purpose of facilitating cooperation. Policy considerations, such as resolution of crosscutting problems, emanating from the Joint Commission may provide policy guidance relevant to agency agreements, MOUs and activities.
- o Both governments, based on information provided by agencies, will be required to make annual reports to the Joint Commission. Such reports, as outlined in paragraph 5 of Annex 1 will be fairly broad and the level of detail to be included in the USG report will be left to the discretion of the implementing agencies. The desired outcome is more transparency in the S&T activities between the United States and Russia.

Intellectual property rights provisions of the existing agreements and MOUs will remain unchanged and unaffected by the umbrella S&T agreement. If an agreement or MOU does not provide for IPR, the umbrella IPR provisions will apply.

**2. IMPACT OF UMBRELLA AGREEMENT ON NEW AND RENEWAL
AGREEMENTS, MEMORANDA OF UNDERSTANDING AND ACTIVITIES**

New and renewal agreements, MOUs and activities concluded by departments and agencies also will be subject to the provisions of the umbrella agreement as described above. Negotiation and conclusion of binding agreements and MOUs will require interagency coordination, as is now the case without the umbrella. The practical effect on operating agencies is four fold:

- o Participation in annual Joint Commission meetings
- o Providing information for annual reports to the Joint Commission

- o The umbrella agreement provides additional flexibility for operating agencies to determine the most appropriate mechanism for cooperation. In addition to formal agency-to-agency agreements or MOUs, specific projects may be implemented subject to the provisions of the umbrella agreement, without negotiating specialized agency agreements.
- o Intellectual property rights provisions of the umbrella agreement will apply, unless agencies determine that other provisions would be more suitable. Both Article VI and Annex II clearly allow other IPR arrangements. Where other IPR provisions are more desirable, interagency clearance will be required, as is the case now without the umbrella agreement.

3. EFFECT OF UMBRELLA AGREEMENT ON RELATIONS WITH OTHER REPUBLICS

Each state that was a republic of the former Soviet Union continues to be bound by US-USSR agreements, subject to certain exceptions (e.g., the object and purpose of the agreement are inconsistent with respect to a particular republic). The conclusion of an umbrella agreement with Russia will have no legal impact on the continuation of existing agreements with the other republics that are based on prior agreements with the USSR. While Circular 175 clearance has been requested only for the conclusion of an umbrella agreement with Russia, this agreement may set a precedence for similar cooperation with certain other republics.

4. EFFECT OF UMBRELLA AGREEMENT ON TECHNICAL ASSISTANCE PROGRAMS WITHIN S&T AGREEMENTS AND MOUS

All science and technology components of S&T agreements and MOUs will be subject to the provisions of the umbrella agreement, including those S&T activities which are supported by technical assistance funds. Technical assistance funds used for other, non-S&T activities are **not** subject to the provisions of the S&T agreement. In practical terms, this means that the policy forum of the Joint Commission will impact only that assistance utilized in S&T cooperative activities. The Joint Commission's competence does not extend to technical assistance for non-S&T activities. Operating agencies will be responsible for identifying S&T activities funded by technical assistance.