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US Geological Survey/Department of the Interior Memo of Understanding with USSR

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Signed
6 May 89

MEMORANDUM OF UNDERSTANDING
ON
COOPERATION IN GEOSCIENCE

BETWEEN

THE GEOLOGICAL SURVEY OF THE
DEPARTMENT OF INTERIOR
OF THE
UNITED STATES OF AMERICA

AND

THE MINISTRY OF GEOLOGY
OF THE
UNION OF SOVIET SOCIALIST REPUBLICS

The Geological Survey of the Department of the Interior of the United States of America and the Ministry of Geology of the Union of Soviet Socialist Republics, hereinafter referred to as "the Parties," HAVE AGREED as follows:

ARTICLE I. GENERAL PROVISIONS

This Memorandum of Understanding is subject to the general principles defined by both Governments in the 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 signed January 8, 1988, hereinafter referred to as the "Basic Scientific Research Agreement,"

and to the internal regulations and procedures of each Party. Under this agreement, "basic scientific research" means theoretical or experimental research that has 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 of the Basic Scientific Research Agreement.

ARTICLE II. PRINCIPLES

1. The aim of this Memorandum of Understanding is to contribute to the broadening of cooperative geoscience research activities of mutual benefit between scientific institutions, government and non-government agencies, higher educational institutions, and individual scientists, specialists, and researchers (hereinafter referred to as "partners") of the two countries for the purpose of advancing scientific knowledge by combining the

complimentary efforts, capabilities, and talents of leading researchers of the two countries and sharing resources in areas of strong mutual interest and competence.

2. The scope of the cooperation between the Parties will be limited to the list of scientific areas agreed to by both Governments in Annex III of the Basic Scientific Research Agreement.

3. The Parties have jointly identified initial specific topics for cooperation, listed in Annex II of this Memorandum of Understanding, and have agreed to review them periodically as provided [below] in Article V.

4. This Memorandum of Understanding shall be without prejudice to other agreements and other arrangements concluded between agencies or organizations of the two countries.

5. Cooperation under this Memorandum of Understanding shall facilitate and support exchange of scientists and cooperative scientific activities and shall consist primarily of four elements: Cooperative Scientific Research Projects; Joint Seminars and Workshops; Individual Scientific Visits; and Exchanges of Scientific Data, Geologic Samples, Publications, and Information. Other forms of cooperation may be added by agreement of the

Parties.

6. Cooperative activities under this Memorandum of Understanding shall be conducted in accordance with the international obligations, national laws, regulations, and procedures of [the two countries] each country.

7. Obligations assumed by the Parties are subject to the availability of funds. Each side will share in the effort and the cost of each specific activity. Although this provision does not require a precise matching of funds, personnel, or facilities in any given activity, both sides agree that on the whole the the implementation of cooperation under this Memorandum of Understanding must be balanced and of mutual benefit.

8. The Geological Survey will be responsible for coordinating all American participation under this Memorandum of Understanding, including that of the National Science Foundation on the U.S. side, and the Ministry of Geology of the USSR will be responsible for coordinating all Soviet participation, including that of the Academy of Science, Union of Soviet Socialist Republics on the Soviet side, as described in Annex I, Section II of this Memorandum. Both Parties will use their best efforts to involve the appropriate higher

educational institutions, scientific research institutions, and other scientific organizations not under their jurisdiction.

9. Scientific results and information derived from a specific activity under this Memorandum of Understanding shall be made available to the world scientific community through customary channels in accordance with normal scientific procedures. This provision shall be implemented with due regard for intellectual property rights as specified in Annex II to the Basic Scientific Research Agreement, and Article IV, of this Memorandum of Understanding.

10. Individual scientists, [scholars] specialists, researchers, and institutions of third countries or international organizations may be invited, upon consent of both Parties, to participate in [projects and programs] activities being carried out under this Memorandum of Understanding. The cost of such participation shall normally be borne by the third parties unless both sides agree otherwise in writing.

ARTICLE III. ORGANIZATION AND ADMINISTRATION

Specific conditions for the organization and administration of the implementation of cooperation under this Memorandum of

Understanding, including responsibilities, procedures, and financial arrangements, are set forth in Annex I to this Memorandum of Understanding.

ARTICLE IV. INTELLECTUAL PROPERTY RIGHTS

1. Inventions. If an invention is made under this Memorandum of Understanding as a result of cooperative activity within the meaning of Annex II, Section III, Paragraph D of the Basic Scientific Research Agreement, the following provisions shall apply:

- a. Each Party has the right to obtain all rights and interests in the invention in its own country.
- b. If a Party decides not to obtain such rights and interests in its own country, the other Party has the right to do so. However, such rights are subject to a nonexclusive, royalty-free license to the first Party to practice the invention in its own country, with the right to grant sublicenses in that country in accordance with that country's laws and practices.
- c. The Party in whose country the invention was made has first option on obtaining rights in third countries.
- d. In any country where one Party decides not obtain such rights

and interests, the other Party has the right to do so.

2. Copyrights. With reference to Section II of Annex II of the Basic Scientific Research Agreement, the following provisions shall apply to copyright protection for works created under this Memorandum of Understanding:

- a. Except as otherwise provided, each Party is entitled to a nonexclusive, irrevocable, royalty-free license under a copyright, secured in accordance with the national laws of either Party, to translate, reproduce, publish, and distribute published scientific, technical, and medical works in its own territory, with the right to grant sublicenses in that country in accordance with that country's laws and practices. Any such copyrighted work shall indicate the names of all persons who participated in the joint work. Either Party is entitled to such a license in third countries upon request.
- b. Rights to other copyrighted works shall be allocated in the same manner as Inventions in Annex II, Section III, Paragraph C of the Basic Scientific Research Agreement and Article VI, Paragraph 1 herein. A Party receiving rights pursuant to this provision to copyrighted works which embody

business-confidential information shall protect such information in accordance with Section IV of Annex II of the Basic Scientific Research Agreement.

ARTICLE V. JOINT REVIEW OF COOPERATION

Representatives of the Parties will meet periodically in Washington, D.C., and Moscow, as necessary, but normally once a year, to evaluate the results of the activities under this Memorandum, to consider modification of the Program of Cooperation, to communicate to each other information about new scientific priorities within their respective countries, and to exchange information on administrative matters relating to implementation of cooperation under this Memorandum of Understanding.

ARTICLE VI. ENTRY INTO FORCE, TERMINATION, MODIFICATION

1. This Memorandum of Understanding will enter into force upon signature by both Parties, and will remain in effect for a period of five years. Either Party may at any time give written notice to the other Party of its intention to terminate this Memorandum of Understanding, in which case this Memorandum of Understanding will terminate six months from the date notice is received by the other Party.

2. The Parties may, by mutual consent in writing, modify this Memorandum of Understanding and the Annexes thereto. They may renew it for additional

five-year periods by an exchange of letters. Expiration, termination, or modification of this Memorandum of Understanding shall not affect the implementation or completion of any project that has been jointly approved by the Parties under this Memorandum of Understanding.

Done at _____, this _____ day of _____, 1989, in the English and Russian languages, both texts being equally authentic.

FOR THE GEOLOGICAL SURVEY
OF THE DEPARTMENT OF THE
INTERIOR OF THE
UNITED STATES OF AMERICA:

FOR THE MINISTRY OF GEOLOGY
OF THE UNION OF SOVIET
SOCIALIST REPUBLICS:

ANNEX I

IMPLEMENTING CONDITIONS FOR THE MEMORANDUM OF UNDERSTANDING ON COOPERATION IN GEOSCIENCE BETWEEN

THE GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE
UNITED STATES OF AMERICA

AND

THE MINISTRY OF GEOLOGY
OF THE
UNION OF SOVIET SOCIALIST REPUBLICS

SECTION I. INTRODUCTION

In accordance with Article III of the cited Memorandum of Understanding, the Geological Survey of the Department of the Interior (USGS) of the United States of America and the Ministry of Geology of the Union of Soviet Socialist Republics agree upon the following conditions for the organization and administration of Cooperation in Geoscience.

SECTION II. ORGANIZATION OF COOPERATION

1. The Parties to this Memorandum of Understanding will be responsible jointly for direct transaction of all policy

matters and for the overall coordination of the Program of Cooperation. Each Party shall designate a Chief Coordinator who shall be ~~the~~ principal point of contact for the other Party in the conduct of the business of this Memorandum of Understanding.

Additional participating organizations on each side, which initially include the Academy of Science (ASUSSR) on the Soviet side and the National Science Foundation on the U.S. side, shall also designate Organization Coordinators who shall be the principal points of contact for their organizations.

2. The Parties will develop and agree on a joint list of priority geoscience research areas for cooperation. This list will be reviewed annually and may be changed to reflect the research mission objectives of the participating organizations. The Chief Coordinators and Organization Coordinators shall facilitate communication between U.S. and USSR geoscientists to reach common proposals based on the list of priority topics. Proposed activities may be incorporated into the Program only upon approval of both Parties, as described in Section IV, below.

3. In accordance with the international obligations, national laws, regulations, and procedures of each country, the Parties will seek to facilitate, through collaboration with appropriate authorities, the

granting of visas and other forms of official permission for entry into and exit from their respective national territories of participants in specific activities approved by the Parties, and to facilitate the waiver of custom duties on equipment and supplies required to carry out such activities.

SECTION III. TYPES OF ACTIVITY

1. Projects of mutually beneficial cooperative scientific research will be designed jointly by interested scientists and scientific research institutions of both countries in direct consultation with each other. Written proposals, based on understandings reached between cooperating scientists, will be submitted concurrently through appropriate institutional channels by the American scientist to the USGS, and by the Soviet scientist to the Ministry of Geology, for evaluation and determination. These proposals must include the title, the name of the principal investigator and lead organization in each country, a description of the scientific project, the nature of the cooperative activities to be undertaken including major equipment required, anticipated travel, a list of all participants with biographic and bibliographic data, and the proposed starting date and duration. Proposals for cooperative research projects must be submitted no less than four months in advance of the proposed starting date.

2. Joint workshops and seminars may be held in either country and may include directly related scientific visits. Written proposals for workshops or seminars, based on understandings reached between the American and Soviet scientists or institutions organizing the activity (hereinafter referred to as "organizers"), must clearly identify the proposed organizers as well as other

major participants. Such proposals, based on understandings reached between the organizers, will be submitted concurrently through appropriate institutional channels by the American organizer to the USGS, and by the Soviet organizer to the Ministry of Geology, for evaluation and determination no less than four months before the proposed meeting date. Although workshops and seminars will ordinarily be binational, the U.S. and Soviet organizers may, on the basis of mutual agreement, invite highly qualified specialists from other countries to participate at their own expense.

3. Individual Short-Term Scientific Visits may be made by scientists of one country to the other to consult and share scientific research experiences in order to plan cooperative scientific research activities with their colleagues of the other country. Written proposals based on understandings reached between American and Soviet scientists or institutions, will be submitted concurrently through appropriate institutional channels by the American scientist to the USGS, and by the Soviet scientist to the Ministry of Geology, for evaluation and determination no less than three months in advance of the start of the visit.

4. Exchanges of scientific data, geologic samples, publications and information will be encouraged and facilitated by the Parties through established channels.

SECTION IV. IMPLEMENTATION

1. Each Party will encourage scientists in its country to initiate direct correspondence or other communication with colleagues of the other country to determine interest in developing a cooperative research project or other activity.

2. Official proposals will be jointly initiated by interested scientists of both countries as set forth in Section III of this Annex, and will be submitted concurrently to the Parties in each country in accordance with their established regulations and procedures. Each Party will forward an information copy of each proposal to the other Party, evaluate the proposal submitted to it, determine if funding is

available, exchange pertinent information with the other Party, and reach joint decisions with it on submitted proposals to be approved.

3. Final agreement on support of a scientific activity will be established by an exchange of letters or telegrams between the Chief Coordinators of the Parties. Each such communication will include the exact title of the proposed activity and names and organizations of the principal investigators of both sides, as well as information about the starting date and duration of the activity. The Parties will inform each other about the recommended disposition of each proposal for cooperative research activities within three months of receipt of the proposal.

4. The Parties agree to take all appropriate and necessary action to achieve the fulfillment of the terms and conditions for each activity as specified in the proposal and as officially agreed in writing by the Parties. Subsequent changes to the scope of work, principal participants, or performance period of the project, or activity can be made only if officially proposed by the investigators and explicitly agreed to by both Parties.

5. Communications dealing with development, implementation, and performance of the proposed or approved activities are carried out

available, exchange pertinent information with the other Party, and reach joint decisions with it on submitted proposals to be approved.

3. Final agreement on support of a scientific activity will be established by an exchange of letters or telegrams between the Chief Coordinators of the Parties. Each such communication will include the exact title of the proposed activity and names and organizations of the principal investigators of both sides, as well as information about the starting date and duration of the activity.

The Parties will inform each other about the recommended disposition of each proposal for cooperative research activities within three months of receipt of the proposal.

4. The Parties agree to take all appropriate and necessary action to achieve the fulfillment of the terms and conditions for each activity as specified in the proposal and as officially agreed in writing by the Parties. Subsequent changes to the scope of work, principal participants, or performance period of the project, or activity can be made only if officially proposed by the investigators and explicitly agreed to by both Parties.

5. Communications dealing with development, implementation, and performance of the proposed or approved activities are carried out

directly between the partners, with notification to the Parties.

6. Principal investigators and their institutions whose proposals have been approved for implementation in the manner specified above will be responsible for the performance of the approved activity. Principal investigators of each side will also be responsible for reporting to their respective Parties on the status and progress of their activity.

7. In order to facilitate the workings of this Memorandum of Understanding, participants or potential participants of one country intending to visit those of the other country for purposes of cooperation under this agreement are to so indicate in applying for permission to enter.

SECTION V. FINANCIAL CONDITIONS

1. For all activities under this Memorandum of Understanding, each side will support the basic costs of the activity within the territory of its country. This shall include, for example, the salaries of its own scientists, technicians, and other support staff, and the cost of domestic travel, supplies, equipment (including time charges for equipment use), and publication charges.

2. When a participant in an approved activity travels to the other

country, the receiving side shall additionally provide, or meet the expense of, the following needs of each foreign visitor: lodging, subsistence, domestic transportation directly connected with the approved scientific objectives, and medical and hospital coverage in case of sickness or accident according to normal practices in each country. Lodging and subsistence to be provided by the receiving side shall be appropriate to the professional level of the visiting scientist.

3. The Parties agree to review, at the request of the other side, the subsistence allowances provided to American and Soviet visiting scientists under this Memorandum of Understanding and to make any necessary adjustments. The adjustments will be made by joint agreement through an exchange of correspondence between the Chief Coordinators of the two Parties.

4. The sending side shall meet the expenses of the salary and the international travel of its own participants to destinations agreed by the Parties in the receiving country.

5. When representatives of either Party visits the other country for official discussions relating to the overall implementation of this Memorandum of Understanding, the receiving side shall provide all

necessary expenses for activities on its territory, including transportation, lodging, and subsistence. Official delegations will be proposed and agreed to in advance.

ANNEX II

LIST OF TOPICS FOR COOPERATION IN GEOSCIENCE RESEARCH

1. Regional geology, stratigraphy, and tectonics
2. Paleontology and geochronology
3. Magmatic and metamorphic processes
4. Volcanoes and Volcanic processes
5. Mineralogy
6. Marine geology, geochemistry, and geophysics
7. Mineral resources
8. Energy resources
9. Water resources
10. Paleoclimate and climate change
11. Surficial processes and geomorphology
12. Continental lithospheric seismology, geochemistry, and geophysics
13. Seismic risk and earthquake prediction
14. Continental scientific drilling
15. Deep earth physical and chemical processes
16. Global change

MEMORANDUM

August 2, 1991

TO: GOSSAT Addressees (listed below)
FROM: State/EUR/SOV/SOEX - Richard A. Figueroa
SUBJECT: USGS Proposal for Interagency Review

Attached is a summary of a proposal submitted by USGS for interagency review. We would appreciate your agency's comments or recommendations by August 30, 1991. You are invited to direct any questions relating to the content of these materials to Paul Hearn, USGS, phone # (703) 648-6287. Requests for more detailed descriptions should also be referred to USGS.

We request that agencies having classified comments provide State and USGS separate unclassified versions that would be suitable for public record.

Attachments: As stated.

Addressees:

COMEX - Keith Fennell
DOD - John Thomas
OMB - James Nix
DOC - Sheri Fox
USTR - Carmen Suro-Bredi
✓ OSTP - John O'Neill
DOJ - Gerald Schroeder
NAVY - Sheldon Turetsky
NOAA - Barbara Moore
NSC - Eric Melby
OES/SCT - Cathy Campbell

COVER SHEET OF COOPERATIVE WARSAW PACT S&T ACTIVITY

- 1) File No. _____ 2) Agencies DOI-USGS
- 3) Warsaw Pact Country Soviet Union
- 4) Agreement 9B 5) Begin 9/91 6) End 3/1/93
- 7) Title Offshore geology of Prydz Bay, Antarctica
- 8) FO Counterparts Ministry of Geology - SEVMORGEOLGIA
- 9) Researchers: A) US 4 ; B) FO 4
- 10) Visits: A) To US 2 ; B) To FO 2
- 11) US sites Menlo Park, CA and Denver CO (U.S. Geological Survey)
- 12) FO sites Leningrad and Murmansk (Ministry of Geology)

13) SUMMARY

The cooperative project will study the geologic structure of the Antarctic continental margin, adjacent ocean basin, and associated sedimentary deposits near Prydz Bay (72° S and 75° E). The objectives are to determine the rifting history of the Lambert Graben-Prydz Bay basin, the magmatic evolution of the Kerguelen Plateau, and the Cenozoic history of glaciation in the Prydz Bay region. The principal tools will be marine geophysical surveys (i.e. multichannel seismic-reflection (MCS), gravity, magnetic, and sonobuoy data). The USSR-MG will collect the data (about 800 km), and the USGS will process the MCS data and put it onto CD-ROMs for distribution, analysis and storage. Both groups will jointly analyze the data, publish the results, and receive copies of the project data. Field data will be collected in 1990/91, data will be processed in 1991/92, and publications will be completed in 1992/93. Trips to and from USGS and USSR-MG will be made for purposes of data processing, analysis and joint interpretations.

- 14) Major equipment CD ROM Players
- 15) Cost: \$ FY 91: \$2000 FY 92: \$7000 FY 93: \$2000 16) Personnel 12
- 17) Benefits Continuation of ongoing USGS geologic framework studies in Antarctica with collection of expensive MCS and other geophysical data at no cost to USGS. Project gives access to over 6000 km of other MCS data in Prydz Bay.
- 18) IPR Joint publications in scientific literature
- 19) Commercial applications None
- 20) Contact: Paul P. Hearn
- 21) Phone: 703-648-6287 22) FAX 703-648-4227
- 23) Approving Official: Paul P. Hearn
Title: Branch Chief, Pacific Marine Geology

Withdrawal/Redaction Sheet

(George Bush Library)

Document No. and Type	Subject/Title of Document	Date	Restriction	Class.
01. Report	Project Working Meeting - Internal Working Copy (4 pp.)		(b)(1)	

Collection:

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Office: Science and Technology Policy, Office of (OSTP)
Series: O'Neil, John F., Files
Subseries: Russia Subject Files
WHORM Cat.:
File Location: US Geological Survey/Department of the Interior Memo of Understanding with USSR

Date Closed: 5/26/2010	OA/ID Number: 62093-003
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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