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OA/ID Number: 62093
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Folder Title:
US Geological Survey – Mapping Memo of Understanding

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al Stevens
648-5110

Cleared cable
28 Dec 90
JPO

United States Department of State

**Bureau of Oceans and International
Environmental and Scientific Affairs**

Washington, D.C. 20520

DATE:

12/26/90

NUMBER OF PAGES:

9

(Excluding Cover Sheet)

TO:

John O'Neil

AGENCY/ROOM NO.:

OSTP

OFFICE PHONE:

395-3272

FAX NO.:

395-3719

FROM:

Cathy Campbell

AGENCY/ROOM NO.:

OES/SCTRoom 4330

OFFICE PHONE:

647-4662

FAX NO.:

647-0773

MESSAGE:

John,
Here's the USGS MOW cable.
I'm open to any suggested improvements!

Cathy

Outgoing Telegram

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OES/SCT:C Campbell:CC
12/18/90 7-4662
EUR/SOV:A R Vershbow

OES/SCT:M Prochnik, EUR/SOV/SOEX:S G Smith,
USGS/MAPPING:A Stevens, OSTP:J O'Neil, USGS:R Mullen,
L/OES:J O'Brien

ROUTINE MOSCOW

ROUTINE LENINGRAD

E.O. 12356: N/A

TAGS: TPHY, TSPL, US, UR

SUBJECT: Proposed MOU in mapping sciences between USGS
and Main Administration of geodesy and cartography (GUGK)

REF: (A) 90 STATE 057725

ARV
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1. Summary and action requested. Beginning para 5 is usg proposed text for a memorandum of understanding on cooperation in the mapping sciences between the US geological survey of the US department of the interior and the main administration for geodesy and cartography of the USSR council of ministers (GUGK). Embassy is requested to provide text to MFA for forwarding to Dr. Viktor R. Yashenko of GUGK, and to report Soviet reaction. Background info on the mou and USGS contacts with GUGK is provided in para 2-4.

2. Background for embassy information. On December 10, 1990, OES A/S Bohlen granted circular 175 authority to

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negotiate and conclude the subject mou. The mou provides for a program of scientific and technical cooperation in the surveying and mapping sciences and their applications to resource management. It will be implemented under the US-USSR Agreement on Cooperation in Basic Scientific Research.

3. At the International Society for Photogrammetry and Remote Sensing (ISPRS) Congress conducted in Kyoto, Japan in August 1988, a representative of the USSR Main Administration for Geodesy and Cartography (GUGK) discussed opportunities for high level exchange visits with a representative of the Survey's Mapping Division. Followup discussions were conducted in January 1989 at the United Nations Cartography Conference between delegations from GUGK and USGS. In July 1989, a six-person delegation, led by Lowell E. Starr, Chief of the National Mapping Division of USGS, visited the USSR at the invitation of the GUGK. The delegation visited GUGK facilities in Moscow, Leningrad, and Minsk. IN March 1990, USGS hosted a six-person USSR delegation, led by Alexander Drazjnuk, GUGK First Deputy Chief. On the basis of these meetings, USGS Mapping Division has determined that there is sufficient interest and potential benefit in collaboration. The MOU is intended to assist in the acquisition of land use, land cover, and related map (georeferenced) data from the Soviet Union which currently is unavailable and is critical to the application of mathematical modeling to global change prediction.

4. Department would like to handle the negotiation of this mou through the embassy. If it is necessary to arrange a working session involving USGS and GUGK officials, USGS would be prepared to send a small (2-4 person) delegation to the Soviet Union, but not before March or April (due to travel plans already in place).

5. Begin US proposed text

Memorandum of understanding on cooperation in the mapping sciences between the U.S. geological survey of the department of interior of the united states of america and the main administration of geodesy and cartography of the union of soviet socialist republics

the u.s. geological survey of the department of the interior of the united states of america and the main administration of geodesy and cartography of the union of

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soviet socialist republics, hereinafter referred to as "the parties,"

have agreed as follows:

article 1. general provisions

1. this memorandum of understanding (MOU) is subject to the agreement between the government of the united states of america (USA) and the government of the union of soviet socialist republics (USSR) on cooperation in the field of basic scientific research signed january 8, 1989, hereinafter referred to as the "basic scientific research agreement."

2. the parties shall coordinate, facilitate, and support the development and implementation of cooperation under this mou on the basis of the principles of equality, overall reciprocity, and mutual benefit.

3. under this mou, "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. The foregoing definition does not preclude subsequent application of knowledge or understanding gained from basic scientific research conducted under this MOU, subject to the extent of rights under Annex II of the basic scientific research agreement and article IV of this MOU.

Article II. Principles

1. The objective of this mou is to contribute to the broadening of cooperative mapping and geodetic science research activities of mutual benefit between the Main Administration of Geodesy and Cartography (GUGK) and the U.S. Geological Survey (USGS) by combining the complementary efforts, capabilities, and talents of the organizations and sharing resources in areas of strong mutual interest and competence.

2. The scope of cooperation in mapping sciences between the Parties is encompassed under the geosciences area of cooperations, as identified in Annex III of the Basic Scientific Research Agreement.

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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 MOU, which forms an integral part thereof.

Article IV. Intellectual property rights

1. inventions. if an invention is made under this MOU as a result of cooperative activity within the meaning of Annex II, Article 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. 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 other party to practice the invention in its own country. The party holding the nonexclusive royalty-free license shall have the right to grant sublicenses in its own country in accordance with that country's laws and practices.

b. The party in whose country the invention was made has first option to obtain rights in third countries unless otherwise agreed in writing by the parties or their designees prior to the initiation of a project or cooperative activity. In any country where one party decides not to obtain such rights and interests, the other party has the right to do so.

2. Copyrights. the parties shall take all steps in accordance with their national laws appropriate to secure a copyright to works created in the course of scientific and technological cooperation under this MOU.

a. Except as otherwise provided, each party is entitled to a nonexclusive, irrevocable, royalty-free license under a copyright 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

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shall indicate the names of authors of the work. Either party is entitled to such a license in third countries upon agreement with the other party. the party seeking such a license shall submit a written request to the other party for its agreement. Unless the other party gives notification to the contrary within 90 days after receiving such a request, its agreement shall be presumed.

b. rights to other copyrighted works shall be allocated in the same manner as provided in article iv., 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 article iv of annex ii of the basic scientific research agreement.

Article v. joint implementation and review of cooperation

Representatives of the parties shall meet periodically in the United States and the Soviet Union, as necessary, but normally once a year, to determine the activities to be conducted; develop work plans; evaluate the results of the activities; consider modification of the program of cooperation; communicate information about new scientific priorities within their respective countries; and exchange information on administrative matters relating to implementation of all cooperation conducted under this MOU.

article vi. entry into force, termination, modification

1. this mou shall enter into force upon signature of both parties, and shall remain in force for a period of 5 years. this mou may be terminated by either party upon 6 months written notice. the parties may renew the mou for additional 5-year periods by written agreement through diplomatic channels.

2. the parties may, by mutual consent in writing, amend this MOU, including the Annexes thereto. Expiration, termination, or amendment of this MOU shall not affect the implementation or completion of any project under this MOU that has been previously approved by both parties under this mou.

Done at _____, this _____ day of _____, 1990,
in the English and Russian languages, both texts being
equally authentic.

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For the U.S. Geological Survey
of the Department of the
interior of the united
states of america:

For the Main Administration
of Geodesy and Cartography of
the Union of Soviet Socialist REpublics:

Annex I

Implementing conditions for the memorandum of understanding
on cooperation in the mapping sciences

Section I. Organization of cooperation

1. The parties shall be responsible jointly for the overall coordination of the cooperative activities. In order to carry out the activities under this MOU, a Joint Working Group shall be established. Each party shall designate two persons to be members of the group, one of whom shall act as that party's chairperson. The two co-chairpersons shall consult with each other and review and plan cooperative activities and other related matters. As necessary, meetings may be convened by mutual agreement to consider matters related to the implementation of this mou.

2. The parties shall develop and agree on a joint list of priority mapping science research topics for cooperation. this list shall be reviewed annually and may be changed to reflect the research mission objectives of the participating organizations. Activities proposed under this mou may be implemented only upon approval of both parties, as described in section ii, below.

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

4. Each party, in accordance with national laws and regulations, shall facilitate prompt and efficient entry

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into and exit from its territory of persons participating in the implementation of the MOU, access to appropriate instrumentation and equipment, and prompt and efficient access of persons of the other party participating in the implementation of this mou to its relevant geographic areas, institutions, data, material, and individual scientists, specialists, and researchers.

Section II. implementation

1. Projects of mutually beneficial cooperative scientific research and applications shall be identified by the Joint Working group. The joint working group shall, in turn, direct the development of annual work plans outlining the tasks to be accomplished within the agreed topics. only after both usgs and gugk concur will a work plan be instituted.

2. Exchanges of scientific data, publications, and information shall be encouraged and facilitated by the parties through established channels.

3. The parties agree to take all appropriate and necessary actions to achieve the fulfillment of the terms and conditions for each activity as specified in the proposal and as agreed in writing by the parties. subsequent changes to the scope of work, principal participants, or performance period of the project(s) or activity(ies) may be made only if explicitly agreed to by both parties.

Section III. Financial conditions

1. For all activities under this MOU, each side shall be responsible for any basic support costs of the activity within its country. This shall include, for example, the salaries of support staff and the cost of domestic travel, supplies, equipment (including time charges for equipment use), and any publication charges.

2. The sending side shall be responsible for the expenses of the salary and the international travel of its own participants to destinations agreed to by the party in the receiving country.

3. 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

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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.

4. When representatives of either party visit 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 within its territory, including transportation, lodging, and subsistence. Official delegations shall be proposed and agreed to in advance.

Annex II

List of topics for cooperation in geoscience research

1. Geographic information systems (GIS) applications in resource management decisionmaking: to compare data collection, editing, and processing techniques; data base design; specifications for data content; format(s) for data exchange; use of GIS software with the data sets; and other areas that may arise.
2. global change investigations: to develop a strategy that accounts for the spatial structure and complexity of geographic phenomenon and its relationship to the scale of observation. the premise of these efforts is that detailed geographic information, when combined with detailed process knowledge developed at a few sites, will yield reliable measure of the fluxes, reservoirs, and dynamics of environmental processes at regional to global scales.
3. antarctic programs: to prepare jointly, indexes and/or map products of the antarctic. to participate in geological, geophysical, and glacial investigations. to compare and exchange feature names and names' systems for antarctica.
4. satellite product comparison: to compare satellite imagery and products such as landsat (USA), SPOT (France), Sojuzkarta (USSR), and others that may become available and cover similar (same) areas. To merge combinations of data from all three country products. To explore other opportunities of land sensing satellite data and analysis systems.

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5. terms and definitions: to develop a list of contemporary cartographic/geographic terms and associated definitions for comparative purposes.

6. geographic names: to exchange information concerning national principles, policies, and procedures to standardize geographic names. To exchange source materials (maps, atlases, gazetteers) of names for general reference purposes. To discuss national programs for automation of geographic names. To establish communications between the U.S. board on geographic names and the soviet counterpart to expedite responses to questions and improve the flow of information to the mutual benefit of both nations.

end text of proposed mou

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Ques for John Thomas -

Any Tech Transfer
Concerns?

See Tab.

Why ~~review~~ all mgs?
Commercial too?

Call Paul - mous agree?
IPR?

Document Originally
Attached to
Following Page



United States Department of State

Bureau of Oceans and International
Environmental and Scientific Affairs

Washington, D.C. 20520

Nat'l Mapping Div Reg - AI Stevens

November 14, 1990

MEMORANDUM

TO: L/T - GTaft
EUR/SOV/SOEX:SSmith
OMB - JNix
✓OSTP - JO'Neil
COMEX - JDearlove

L/OES - JO'Brien
DOC/ITA - SFox
DOD/DTSA - JThomas
USGS - AStevens

FROM: OES/SCT - Martin Prochnik *MP*

SUBJECT: Request for Circular 175 Authority to Negotiate and Conclude a Memorandum of Understanding on Cooperation in the Mapping Sciences between the Geological Survey of the U.S. Department of the Interior and the Main Administration of Geodesy and Cartography of the USSR Council of Ministers.

The U.S. Geological Survey requests Circular 175 authority to negotiate and conclude the subject Memorandum of Understanding (MOU) with the Main Administration for Geodesy and Cartography. Clearance was requested on this MOU some time ago, and it is being recirculated at this time with changes requested by the State Department Treaty Office, Office of the Legal Advisor, DOD, OMB, and DOC.

In addition to the changes made in the text, DOD has cleared with the following conditions: 1) all projects under the MOU will be subject to the GOSSAT interagency review; 2) all Joint Commission discussions on expanding cooperation will also be subject to GOSSAT review prior to the meeting; 3) the Soviet side is not to have access to advanced map production techniques; 4) any USG maps proposed for exchange are to be reviewed by relevant or interested members of GOSSAT; and 5) no exchange or instrumentation or equipment will be involved under this MOU. COMEX also cleared with certain restrictions which were forwarded to USGS.

Please provide your clearance to the updated version of this MOU no later than COB November 21 to Cathy Campbell, (202) 647-4662 or 647-0773 (fax). Clearance will be assumed if you have not responded by that time.

Thank you for your assistance.

Attachment:
As stated.



United States Department of State

*Bureau of Oceans and International
Environmental and Scientific Affairs*

Washington, D.C. 20520

November , 1990

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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 a Memorandum of Understanding on Cooperation in the Mapping Sciences Between the U.S. Geological Survey of the U.S. Department of the Interior and the Main Administration for Geodesy and Cartography of the USSR Council of Ministers

ISSUE FOR DECISION

Whether to grant Circular 175 Authority to negotiate and conclude the subject Memorandum of Understanding.

DESCRIPTION OF THE AGREEMENT

Purpose: To pursue scientific and technical cooperation in the surveying and mapping sciences and their applications to resource management. The topics for cooperation include Geographic Information Systems (GIS) applications in resource management decision-making; global change investigations; Antarctic programs; satellite product comparison; terms and definitions; and geographic names.

The USGS will benefit from the proposed MOU because it will facilitate the collection, processing, and archiving of regional and global cartographic and geographic data as well as the development of algorithms for analysis of these data relative to global change and related phenomena.

The proposed MOU will be implemented under the US-USSR Agreement on Cooperation in the Field of Basic Scientific Research. Article IV of the Agreement states that scientific organizations of the two parties will conclude subsidiary Memoranda of Understanding (MOU) to carry out the operational implementation of this Agreement.

Background: At the International Society for Photogrammetry and Remote Sensing (ISPRS) Congress conducted in Kyoto, Japan, in August 1988, a representative of the USSR Main Administration for Geodesy and Cartography discussed opportunities for high level exchange visits with a representative of the Survey's Mapping Division. Followup discussions were conducted in January 1989 at the United Nations Cartography Conference between delegations from GUGK and USGS. In July 1989, a six-person delegation, led by the Chief of the National Mapping Division of USGS, visited the USSR at the invitation of the GUGK. The delegation visited GUGK facilities in Moscow, Leningrad, and Minsk. In March 1990, USGS hosted a visit by a six-person USSR delegation, led by the GUGK First Deputy Chief.

On the basis of these meetings, USGS Mapping Division has determined that there is sufficient interest and potential benefit in collaboration. Soviet mathematicians are well known for their capability in model development and considerable gains may be achieved by drawing on their expertise in global climate change prediction models. Such models are of little worth unless realistic environmental data can be collected globally for use in these algorithms. The collection of this data is difficult in many areas of the world which have restricted access. The MOU is intended to assist in the acquisition of land use, land cover, and related map (georeferenced) data from the Soviet Union which currently is unavailable and is critical to the application of such mathematical modeling.

The USGS, as a matter of practice, conducts image analysis for land sensing satellites available to the civilian community, but is unaware of the technique and equipment capabilities currently employed by Soviet scientists within their satellite program. Advantages are anticipated by comparing Soviet value added products from Soyuzkarta with similar U.S. products and evaluating their methods. Similarly, cooperation in the Antarctic in such areas as tide gauging, ice thickness studies, and applications of geographic information system (GIS) technology, will benefit scientists who seek a better understanding of the relationships among temperature change, ice melt, and sea level rise. } *cmx*

The U.S. cartographic community will also benefit by a better understanding of the definitions used by the Soviet cartographic community in the Soviet produced scientific literature. This understanding also will enhance the communication ability of the worldwide cartographic community.

The purpose of this MOU is to set the stage for the development of these topics into comprehensive proposals. When such proposals have been developed against any of these topics, they will be subject to full interagency review prior to implementation.

SOURCE OF FUNDING

Funding for cooperative activities to be carried out under this MOU will be subject to and dependent upon the availability of appropriated funds. The Department of State commits no funds or personnel to the implementation of this agreement.

ENVIRONMENTAL CONSIDERATIONS

Activities under the proposed agreement will have no apparent adverse or significant impact on the environment of the United States, and the preparation of an environmental impact statement under the National Environmental Policy Act (42 U.S.C. 4321 *et seq.*) is therefore not required. It also appears that activities under the proposed agreement will not have adverse or significant effect on the environment outside the United States. Therefore, the preparation of an environmental document under E.O. 12114 (January 4, 1979), "Environmental Effects Abroad of Major Federal Actions," is not required.

CONGRESSIONAL CONSULTATIONS

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

INTELLECTUAL PROPERTY RIGHTS

The protection and allocation of intellectual property rights are provided for in Article IV of the MOU.

LEGAL AUTHORITY

The Survey's legal authority to enter into this agreement derives from 43 U.S.C. 31(b), which authorizes it to examine geological structures, mineral resources, and products of the national domain outside the national domain "where determined by the Secretary (of the Interior) to be in the national interest." The Solicitor, to whom the Secretary has delegated his authority in this regard, has determined that the proposed cooperation is in the national interest.

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 routine negotiation and conclusion of 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 (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 for the negotiation and conclusion of the proposed MOU subject to the concurrence of OES, EUR, and L in any changes to the text.

Approve: _____ Disapprove: _____

Date: _____

Attachment:

Draft USGS-GUGK Memorandum of Understanding

Drafted: OES/SCT: CACampbell, May 1990
SESCTA 506

11/1/90

MEMORANDUM OF UNDERSTANDING
ON
COOPERATION IN THE MAPPING SCIENCES

BETWEEN

THE U.S. GEOLOGICAL SURVEY OF THE
DEPARTMENT OF THE INTERIOR
OF THE
UNITED STATES OF AMERICA

AND

THE MAIN ADMINISTRATION OF GEODESY AND CARTOGRAPHY
OF THE
UNION OF SOVIET SOCIALIST REPUBLICS

The U.S. Geological Survey of the Department of the Interior of the United States of America and the Main Administration of Geodesy and Cartography of the Union of Soviet Socialist Republics, hereinafter referred to as "the Parties,"

HAVE AGREED as follows:

ARTICLE I. GENERAL PROVISIONS

1. This Memorandum of Understanding (MOU) is subject to the Agreement between the Government of the United States of America (USA) and the Government of the Union of Soviet Socialist Republics (USSR) on Cooperation in the Field of Basic Scientific Research signed January 8, 1989, hereinafter referred to as the "Basic Scientific Research Agreement."

2. The Parties shall coordinate, facilitate, and support the development and implementation of cooperation under this MOU on the basis of the principles of equality, overall reciprocity, and mutual benefit.

3. Under this MOU, "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. The foregoing definition does not preclude subsequent application of knowledge or understanding gained from basic scientific research conducted under this MOU, subject to the extent of rights under Annex II of the Basic Scientific Research Agreement and Article IV of this MOU.

ARTICLE II. PRINCIPLES

1. The objective of this MOU is to contribute to the broadening of cooperative mapping and geodetic science research activities of mutual benefit between the national mapping agencies of the two countries, the Main Administration of Geodesy and Cartography (GUGK) and the U.S. Geological Survey (USGS), by combining the complementary efforts, capabilities, and talents of the organizations and sharing resources in areas of strong mutual interest and competence.

2. The scope of the cooperation in mapping sciences between the Parties is encompassed under the geosciences area of cooperations, as identified in Annex III of the Basic Scientific Research Agreement.

3. The Parties have jointly identified potential topics for cooperation, listed and described in Annex II of this MOU, which is an integral part of the MOU.

4. Cooperation under this MOU shall facilitate and support exchange of scientists and cooperative scientific activities and shall consist primarily of the following elements: cooperative scientific research projects and exchanges of scientific data such as maps and charts, digital cartographic, geodetic, gravity, global change, publications, and related information. Other forms of cooperation such as joint seminars or workshops may be added by agreement of the Parties.

5. Implementation of cooperation under this MOU shall be conducted in accordance with the national laws and regulations of each country.

6. 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 the implementation of cooperation under this MOU shall be balanced and of mutual benefit.

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 MOU, which forms an integral part thereof.

ARTICLE IV. INTELLECTUAL PROPERTY RIGHTS

1. Inventions. If an invention is made under this MOU as a result of cooperative activity within the meaning of Annex II, Article 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. 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 other Party to practice the invention in its own country. The Party holding the nonexclusive royalty-free license shall have the right to grant sublicenses in its own country in accordance with that country's laws and practices.
- b. The Party in whose country the invention was made has first option to obtain rights in third countries unless otherwise agreed in writing by

the Parties or their designees prior to the initiation of a project or cooperative activity. In any country where one Party decides not to obtain such rights and interests, the other Party has the right to do so.

2. Copyrights. The Parties shall take all steps in accordance with the national laws appropriate to secure a copyright to works created in the course of scientific and technological cooperation under this MOU.

- a. Except as otherwise provided, each Party is entitled to a nonexclusive, irrevocable, royalty-free license under a copyright 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 authors of the work. Either Party is entitled to such a license in third countries upon agreement with the other Party. The Party seeking such a license shall submit a written request to the other Party for its agreement. Unless the other Party gives notification to the contrary within 90 days after receiving such a request, its agreement shall be presumed.
- b. Rights to other copyrighted works shall be allocated in the same manner as provided in Article IV, 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 Article IV of Annex II of the Basic Scientific Research Agreement.

ARTICLE V. JOINT IMPLEMENTATION AND REVIEW OF COOPERATION

Representatives of the Parties will meet periodically in the United States and the Soviet Union, as necessary, but normally once a year, to determine the activities to be conducted; develop work plans; evaluate the results of the activities; consider modification of the program of cooperation; communicate information about new scientific priorities within their respective countries; and exchange information on administrative matters relating to implementation of all cooperation conducted under this MOU.

ARTICLE VI. ENTRY INTO FORCE, TERMINATION, MODIFICATION

1. This MOU shall enter into force upon signature of both Parties, and shall remain in force for a period of 5 years. This MOU may be terminated by either Party by giving 6 months written notice to the other Party of its intention to terminate this MOU. The parties may renew the MOU for additional 5-year periods by exchange diplomatic notes.

2. The Parties may, by mutual consent in writing, amend this MOU and the Annexes thereto. Expiration, termination, or amendment of this MOU shall not affect the implementation or completion of any project under this MOU that has been previously approved by the both Parties under this MOU.

DONE at _____, this _____ day of _____, 1990, 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 MAIN ADMINISTRATION
OF GEODESY AND CARTOGRAPHY OF
THE UNION OF SOVIET SOCIALIST
REPUBLICS:

ANNEX I

IMPLEMENTING CONDITIONS FOR THE
MEMORANDUM OF UNDERSTANDING
ON COOPERATION IN THE MAPPING SCIENCES

BETWEEN

THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE
UNITED STATES OF AMERICA

AND

THE MAIN ADMINISTRATION OF GEODESY AND CARTOGRAPHY
OF THE
UNION OF SOVIET SOCIALIST REPUBLICS

SECTION I. ORGANIZATION OF COOPERATION

1. The Parties will be responsible jointly for the overall coordination of the cooperative activities. In order to carry out the activities under this MOU, a Joint Working Group shall be established. Each Party shall designate two persons to be members of the Group, one of whom shall act as that Party's Chairperson. The two Co-Chairpersons shall consult with each other and review and plan cooperative activities and other related matters. As necessary, meetings may be convened by mutual agreement to consider matters related to the implementation of this MOU.
2. The Parties will develop and agree on a joint list of priority mapping science research topics for cooperation. This list will be reviewed annually and may be changed to reflect the research mission objectives of the participating organizations. Activities proposed under this MOU may be implemented only upon approval of both Parties, as described in Section II, below.

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

4. Each Party, in accordance with national laws and regulations, shall facilitate prompt and efficient entry into and exit from its territory of persons participating in the implementation of the MOU, access to appropriate instrumentation and equipment; and prompt and efficient access of persons of the other Party participating in the implementation of this MOU to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists, and researchers.

SECTION II. IMPLEMENTATION

1. Projects of mutually beneficial cooperative scientific research and applications will be identified by the Joint Working Group. The Joint Working Group will, in turn, direct the development of annual work plans outlining the tasks to be accomplished within the agreed topics. Only after both USGS and GUGK concur will a work plan be instituted.

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

3. The Parties agree to take all appropriate and necessary actions to achieve the fulfillment of the terms and conditions for each activity as specified in the proposal and as agreed in writing by the Parties. Subsequent changes to the scope of work, principal participants, or performance period of the project(s) or activity(ies) can be made only if explicitly agreed to by both parties.

SECTION III. FINANCIAL CONDITIONS

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

2. The sending side shall be responsible for the expenses of the salary and the international travel of its own participants to destinations agreed to by the Party in the receiving country.

3. 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.

4. When representatives of either Party visit 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 within 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. Geographic Information Systems (GIS) Applications in Resource Management

Decisionmaking: To compare data collection, editing, and processing techniques; data base design; specifications for data content; format(s) for data exchange; use of GIS software with the data sets; and other areas that may arise.

*Tech
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2. Global Change Investigations: To develop a strategy that accounts for the spatial structure and complexity of geographic phenomenon and its relationship to the scale of observation. The premise of these efforts is that detailed geographic information, when combined with detailed process knowledge developed at a few sites, will yield reliable measures of the fluxes, reservoirs, and dynamics of environmental processes at regional to global scales.

3. Antarctic Programs: To prepare jointly, indexes and/or map products of the Antarctic. To participate in geological, geophysical, and glacial investigations. To compare and exchange feature names and names' systems for Antarctica.

4. Satellite Product Comparison: To compare satellite imagery and products such as Landsat (USA), SPOT (France), Sojuzkarta (USSR), and others that may become available and cover similar (same) areas. To merge combinations of data from all three country products. To explore other opportunities of land sensing satellite data and analysis systems.

France?
*Does this
make it
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5. Terms and Definitions: To develop a list of contemporary cartographic/geographic terms and associated definitions for comparative purposes.

6. Geographic Names: To exchange information concerning national principles, policies, and procedures to standardize geographic names. To exchange source materials (maps, atlases, gazetteers) of names for general reference purposes. To discuss national programs for automation of geographic names. To establish communications between the U.S. Board on Geographic Names and the Soviet counterpart to expedite responses to questions and improve the flow of information to the mutual benefit of both nations.