

Originally Processed With FOIA(s):
2005-0336-F

FOIA Number:
2005-0336-F

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OA/ID Number: 62093
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Folder Title:
US Soviet Agreement on Basic Scientific Research [2 of 2]

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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 arrangements.

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:

Nikolai Gerasimov

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

Withdrawal/Redaction Sheet

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Document No. and Type	Subject/Title of Document	Date	Restriction	Class.
01. Agreement	[Russian] (17 pp.)	1/18/89	(b)(1)	

Collection:

Record Group: Bush Presidential Records
Office: Science and Technology Policy, Office of (OSTP)
Series: O'Neil, John F., Files
Subseries: Russia Subject Files
WHORM Cat.:
File Location: US Soviet Agreement on Basic Scientific Research [2 of 2]

Date Closed:	5/26/2010	OA/ID Number:	62093-008
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:	

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 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.

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(b)(1) National security classified information [(b)(1) of the FOIA]
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 (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

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

The Government of the Union of Soviet Socialist Republics and the Government of the United States of America (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 Union of Soviet Socialist Republics and the Government of the United States of America 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 arrangements.

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, institution, 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 USSR-US 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.

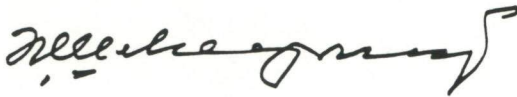
3. Expiration of this Agreement shall not affect the implementation of any cooperative activity undertaken pursuant to this Agreement and not fully executed before expiration occurs.

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

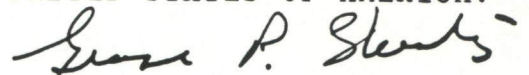
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

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

FOR THE GOVERNMENT OF THE UNION
OF SOVIET SOCIALIST REPUBLICS:



FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



ANNEX I

USSR-US 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 Soviet Union and in the United States.
4. Each Party shall have an Executive Agent to assist the Joint Commission. The Executive Agent of the Soviet Union will be the USSR State Committee for Science and Technology (GKNT). The Executive Agent of the United States will be the White House Office of Science and Technology Policy (OSTP).
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 Union of Soviet Socialist Republics, the United States of America, 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

Signed Jan 8, 1989

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 arrangements.

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 F. Shultz

FOR THE GOVERNMENT OF THE UNION
OF SOVIET SOCIALIST REPUBLICS:

Nikolai Gerasimov

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

REMARKS

According to Lois Alden @ the Treaty
Office, State Dept. (647-1736)
The 1972 agt terminated 7/8/77 -
a new agt was signed 7/8/77 and
terminated 7/8/82.

One problem: Facts on File date is
7/7/72 - UST date is 5/24/72.

Maybe this isn't a problem since
the text seems to be the
info sought.

Cindy Lizik

OA FORM 09
APRIL 78

UNION OF SOVIET SOCIALIST REPUBLICS

Scientific and Technical Cooperation

*Agreement signed at Moscow May 24, 1972;
Entered into force May 24, 1972.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON COOPERATION IN THE FIELDS OF SCIENCE AND TECHNOLOGY

The Government of the United States of America and the
Government of the Union of Soviet Socialist Republics;

Recognizing that benefits can accrue to both countries
from the development of cooperation in the fields of science
and technology;

Wishing to assist in establishing closer and more regular
cooperation between scientific and technical organizations of
both countries;

Taking into consideration that such cooperation will
serve to strengthen friendly relations between both countries;

In accordance with the Agreement between the United States
of America and the Union of Soviet Socialist Republics on
Exchanges and Cooperation in Scientific, Technical, Educational,
Cultural, and Other Fields, signed April 11, 1972,^[1] and in order
to develop further the mutually beneficial cooperation between
the two countries;

Have agreed as follows:

¹ TIAS 7343; *ante*, p. 790.

ARTICLE 1

Both Parties pledge themselves to assist and develop scientific and technical cooperation between both countries on the basis of mutual benefit, equality and reciprocity.

ARTICLE 2

The main objective of this cooperation is to provide broad opportunities for both Parties to combine the efforts of their scientists and specialists in working on major problems, whose solution will promote the progress of science and technology for the benefit of both countries and of mankind.

ARTICLE 3

The forms of cooperation in science and technology may include the following:

- a. Exchange of scientists and specialists;
- b. Exchange of scientific and technical information and documentation;
- c. Joint development and implementation of programs and projects in the fields of basic and applied sciences;
- d. Joint research, development and testing, and exchange of research results and experience between scientific research institutions and organizations;
- e. Organization of joint courses, conferences and symposia;
- f. Rendering of help, as appropriate, on both sides in establishing contacts and arrangements between United States firms and Soviet enterprises where a mutual interest develops; and

g. Other forms of scientific and technical cooperation as may be mutually agreed.

ARTICLE 4

1. Pursuant to the aims of this Agreement, both Parties will, as appropriate, encourage and facilitate the establishment and development of direct contacts and cooperation between agencies, organizations and firms of both countries and the conclusion, as appropriate, of implementing agreements for particular cooperative activities engaged in under this Agreement.

2. Such agreements between agencies, organizations and enterprises will be concluded in accordance with the laws of both countries. Such agreements may cover the subjects of cooperation, organizations engaged in the implementation of projects and programs, the procedures which should be followed, and any other appropriate details.

ARTICLE 5

Unless otherwise provided in an implementing agreement, each Party or participating agency, organization or enterprise shall bear the costs of its participation and that of its personnel in cooperative activities engaged in under this Agreement, in accordance with existing laws in both countries.

ARTICLE 6

Nothing in this Agreement shall be interpreted to prejudice other agreements in the fields of science and technology concluded between the Parties.

ARTICLE 7

1. For the implementation of this Agreement there shall be established a U.S.-U.S.S.R. Joint Commission on Scientific and Technical Cooperation. Meetings will be convened not less than once a year in Washington and Moscow, alternately.

2. The Commission shall consider proposals for the development of cooperation in specific areas; prepare suggestions and recommendations, as appropriate, for the two Parties; develop and approve measures and programs for implementation of this Agreement; designate, as appropriate, the agencies, organizations or enterprises responsible for carrying out cooperative activities; and seek to assure their proper implementation.

3. The Executive Agent, which will be responsible for assuring the carrying out on its side of the Agreement, shall be, for the United States of America, the Office of Science and Technology in the Executive Office of the President and, for the Union of Soviet Socialist Republics, the State Committee of the U.S.S.R. Council of Ministers for Science and Technology. The Joint Commission will consist of United States and Soviet delegations established on an equal basis of which the chairmen and members are to be designated by the respective Executive Agents with approval by the respective parties. Regulations regarding the operation of the Commission shall be agreed by the chairmen.

4. To carry out its functions the Commission may create temporary or permanent joint subcommittees, councils or working groups.

5. During the period between meetings of the Commission additions or amendments may be made to already approved cooperative activities, as may be mutually agreed.

ARTICLE 8

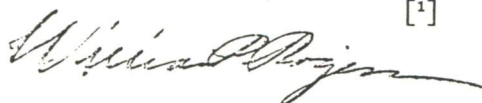
1. This Agreement shall enter into force upon signature and shall remain in force for five years. It may be modified or extended by mutual agreement of the Parties.

2. The termination of this Agreement shall not affect the validity of agreements made hereunder between agencies, organizations and enterprises of both countries.

DONE at Moscow this 24 day of May, 1972, in duplicate, in the English and Russian languages, both equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE UNION
OF SOVIET SOCIALIST REPUBLICS:

[¹][²]

Secretary of State

Chairman of the State
Committee of the Council
of Ministers of the USSR
on Science and Technology

¹ William P. Rogers

² V. A. Kirillin

UNION OF SOVIET SOCIALIST REPUBLICS

Scientific and Technical Cooperation

Agreement extending the agreement of May 24, 1972.

Effected by exchange of notes

Dated at Washington May 24, 1977;

Entered into force May 24, 1977.

The Secretary of State to the Soviet Chargé d'Affaires ad interim

The Secretary of State presents his compliments to the Charge d'Affaires ad interim of the Union of Soviet Socialist Republics and refers to 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 Fields of Science and Technology, signed in Moscow on May 24, 1972.^[1]

It is proposed that the above agreement, which expires May 24, 1977, be extended on an interim basis pending the signing of a new agreement for cooperation in the Fields of Science and Technology at the Fifth Joint Commission meeting scheduled to be held in Washington at the beginning of July 1977. If this proposal is acceptable to the Government of the Union of Soviet Socialist Republics, this note and the Charge's note in reply will constitute an agreement to this effect.

DEPARTMENT OF STATE,
WASHINGTON, May 24, 1977

¹ TIAS 7346; 23 UST 856.

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UNION OF SOVIET SOCIALIST REPUBLICS
Scientific and Technical Cooperation

*Agreement signed at Washington July 8, 1977;
Entered into force July 8, 1977.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON COOPERATION IN THE FIELDS OF SCIENCE AND TECHNOLOGY

The Government of the United States of America and the
Government of the Union of Soviet Socialist Republics,

Noting that 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 fields of Science and Technology,
signed in Moscow on May 24, 1972, had a validity of five years
and was extended on an interim basis by an exchange of notes in
Washington on May 24, 1977; [1]

Recognizing that cooperation carried out in various fields
between scientific and technical organizations of the two countries
brings mutual benefits and useful practical results;

Noting with satisfaction the progress made in the course
of mutually agreed activities carried out in accordance with the
aforementioned Agreement;

Desiring to continue in the future cooperation in various
fields of science and technology;

Taking into consideration that such cooperation will serve
to strengthen friendly relations between the two countries;

And in accordance with the general agreement between the
United States of America and the Union of Soviet Socialist
Republics on contacts, exchanges, and cooperation signed June 19,
1973; [2]

Have agreed as follows:

¹ TIAS 7346, 8619; 23 UST 856; 28 UST 5191.
² TIAS 7649; 24 UST 1395.

ARTICLE 1

Both Parties pledge themselves to assist and develop scientific and technical cooperation between both countries on the basis of mutual benefit, equality and reciprocity.

ARTICLE 2

The main objective of this cooperation is to provide broad opportunities for both Parties to combine the efforts of their scientists and specialists in working on major problems, whose solution will promote the progress of science and technology for the benefit of both countries and of mankind.

ARTICLE 3

The forms of cooperation in science and technology may include the following:

- a. Exchange of scientists and specialists;
- b. Exchange of scientific and technical information and documentation;
- c. Joint development and implementation of programs and projects in the fields of basic and applied sciences;
- d. Joint research, development and testing, and exchange of research results and experience between scientific research institutions and organizations;
- e. Organization of joint courses, conferences and symposia;
- f. Rendering of help, as appropriate, on both sides in establishing contacts and arrangements between United States firms and Soviet enterprises where a mutual interest develops; and
- g. Other forms of scientific and technical cooperation as may be mutually agreed.

ARTICLE 4

1. Pursuant to the aims of this Agreement, both Parties will, as appropriate, encourage and facilitate the establishment and development of direct contacts and cooperation between agencies, organizations and firms of both countries and the conclusion, as appropriate, of implementing agreements for particular cooperative activities engaged in under this Agreement.

2. Such agreements between agencies, organizations and enterprises will be concluded in accordance with the laws of both countries. Such agreements may cover the subjects of cooperation, organizations engaged in the implementation of projects and programs, the procedures which should be followed, and any other appropriate details.

ARTICLE 5

Unless otherwise provided in an implementing agreement, each Party or participating agency, organization or enterprise shall bear the costs of its participation and that of its personnel in cooperative activities engaged in under this Agreement, in accordance with existing laws in both countries.

ARTICLE 6

Nothing in this Agreement shall be interpreted to prejudice other agreements in the fields of science and technology concluded between the Parties.

ARTICLE 7

1. For the implementation of this Agreement there shall be established a U.S.-U.S.S.R. Joint Commission on Scientific and Technical Cooperation. The Commission shall consist of United States and Soviet parts, of which the chairmen and members shall be designated by the respective Parties. The Commission shall meet, as a rule, once a year in the United States and the Soviet Union alternately. The Commission shall adopt regulations for its operation.

2. The Commission shall consider proposals for the development of cooperation in specific areas; prepare suggestions and recommendations, as appropriate, for the two Parties; develop and approve measures and programs for implementation of this Agreement; designate, as appropriate, the agencies, organizations or enterprises responsible for carrying out cooperative activities; and seek to assure their proper implementation.

3. To carry out its functions, the Commission may create temporary or permanent joint subcommittees, councils or working groups.

4. During the period between meetings of the Commission additions or amendments may be made to already approved cooperative activities, as may be mutually agreed.

5. The Executive Agent for this Agreement shall be for the United States of America the Office of Science and Technology Policy and for the Union of Soviet Socialist Republics the State Committee of the U.S.S.R. Council of Ministers for Science and Technology. The Executive Agents will encourage and facilitate cooperation in the fields of science and technology carried out under other U.S.-U.S.S.R. intergovernmental agreements.

ARTICLE 8

1. This Agreement shall enter into force upon signature and shall remain in force for five years. It may be modified or extended by mutual agreement of the Parties.

2. The termination of this Agreement shall not affect the validity of agreements made hereunder between agencies, organizations and enterprises of both countries.

DONE at Washington this 8th day of July, 1977, in duplicate, in the English and Russian languages, both equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

 [1]

Science Adviser
to the President

FOR THE GOVERNMENT OF THE UNION
OF SOVIET SOCIALIST REPUBLICS:

 [2]

Chairman of the State
Committee of the U.S.S.R.
Council of Ministers for
Science and Technology

¹ Frank Press

² V. A. Kirillin