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Department of Energy – Peaceful Uses of Atomic Energy

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AGREEMENT BETWEEN
THE UNION OF SOVIET SOCIALIST REPUBLICS
AND
THE UNITED STATES OF AMERICA
ON
SCIENTIFIC AND TECHNICAL COOPERATION IN THE FIELD OF
PEACEFUL USES OF ATOMIC ENERGY

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

Attaching great importance to the problem of satisfying the growing energy demands in both countries as well as in other countries of the world;

Desiring to cooperate toward the solution of this problem through the development of highly efficient, safe and environmentally sound energy sources;

Recognizing that solutions to this problem may be found in further development of nuclear technologies, as well as in additional basic research on the fundamental properties of matter;

~~Noting with satisfaction the successful results of~~
previous cooperation between the Parties in the field of
peaceful uses of atomic energy;

Wishing to maintain a stable and long-term basis for
cooperation in this field for the benefit of both their
peoples and of all mankind;

Taking into account the cooperation that has been
carried out under the Agreement between the Union of
Soviet Socialist Republics and the United States of
America on Scientific and Technological Cooperation in the
Field of Peaceful Uses of Atomic Energy, signed on
June 21, 1973, as amended;

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

Have agreed as follows:

~~ARTICLE 1~~

The Parties will cooperate in research, development and safe utilization of nuclear energy, having as a primary objective the development of new, safe, and environmentally sound energy sources. This cooperation will be carried out on the basis of mutual benefit, equality and reciprocity.

ARTICLE 2

1. Cooperation will be concentrated in the following areas:

a. Magnetic confinement fusion

The aim of cooperation in this area is to advance research toward the development of fusion power as a cheap, environmentally sound, and essentially inexhaustible energy source for the benefit of all mankind. Cooperation may include theoretical, calculational, experimental and joint planning studies and related activities.

b. Fast breeder reactor safety

Cooperation in this area will be directed toward the study and analysis of mutually agreed basic and applied problems directly connected with the safe utilization of fast breeder reactor power plants.

c. Research on the fundamental properties of matter

Cooperation in this area may include joint theoretical and experimental studies on mutually agreed subjects,

~~particularly in high, medium and low energy physics.~~

through utilization of facilities of the two countries. Cooperation may be undertaken on the design, planning, and execution of joint experiments in this area of research.

d. Civilian nuclear reactor safety

Cooperation in this area will be directed toward improving safety of Civilian Nuclear Reactors (CNRs), including: the policy and practices of regulatory activity regarding the safety of CNRs; problems of safety in design, construction, training, operation and management of CNRs; research directed at improving the safety of CNRs; and questions on health effects and environmental protection requirements arising from the use of CNRs.

2. Further details of cooperation in each of these areas will be arranged through individual memoranda of cooperation.

3. Other areas of cooperation may be added by mutual agreement.

ARTICLE 3

1. Cooperation provided for in the preceding articles may take the following forms:

- a. Establishment of appropriate working groups for planning and execution of joint studies and tasks;
- b. Joint development and conduct of appropriate experiments;

~~c. Joint work by theoretical and experimental~~
scientists in appropriate research centers of the two countries;

d. Organization of joint consultations, seminars and panels;

e. Exchanges of appropriate instrumentation, equipment and materials to carry out projects jointly approved by the Parties;

f. Exchanges of scientists and specialists; and

g. Exchanges of appropriate scientific and technical information, documentation and results of research.

2. Other forms of cooperation may be added by mutual agreement.

ARTICLE 4

In furtherance of the aims of this Agreement, the Parties will, as appropriate, encourage, facilitate and monitor the development of cooperation and direct contacts between organizations and institutions of the two countries, including the conclusion, as appropriate, of implementing memoranda of cooperation for carrying out cooperative activities under this Agreement.

ARTICLE 5

All cooperation under this Agreement will be governed by applicable implementing memoranda of cooperation and within the framework of projects jointly

~~approved by the Parties. Cooperation will be subject to~~
national laws and regulations of each Party and will be
within the limits of available funds and personnel.

ARTICLE 6

1. For the implementation of this Agreement, there shall be established a USSR-US Joint Committee on Cooperation in the Peaceful Uses of Atomic Energy. Meetings will be convened once a year in the Soviet Union and the United States alternately, unless otherwise mutually agreed.

2. The Joint Committee shall take such action as is necessary for effective implementation of this Agreement including, but not limited to, approval of specific projects and programs of cooperation proposed through the applicable implementing memoranda of cooperation; designation of appropriate participating organizations and institutions responsible for carrying out cooperative activities; and making recommendations, as appropriate, to the two Governments.

3. The Executive Agents of this Agreement shall be, for the Union of Soviet Socialist Republics, the Ministry of Atomic Power and Industry of the USSR, and for the United States of America, the U.S. Department of Energy. The Executive Agents, on their respective sides, shall be responsible for the operation of the Joint Committee and shall coordinate and supervise the

~~Development and Implementation of Cooperative Activities~~

conducted under this Agreement.

ARTICLE 7

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

ARTICLE 8

Nothing in this Agreement shall be interpreted to prejudice other agreements concluded between the Parties.

ARTICLE 9

1. This Agreement shall enter into force upon signature, will remain in force for five (5) years, and is subject to extension of additional five (5) year terms by written agreement of the Parties following joint review at the end of each five-year period. It also may be modified by mutual agreement of the Parties.

2. Either Party may at any time give notice in writing 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.

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

DONE at Washington, this day of 1990,

in duplicate, in the Russian and English languages, both
texts being equally authentic.

FOR THE UNION OF SOVIET
SOCIALIST REPUBLICS:

FOR THE UNITED STATES
OF AMERICA:

ANNEX
INTELLECTUAL PROPERTY

Pursuant to Article 7 of this Agreement:

I. GENERAL

A. For purpose 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. Joint groups of experts may be set up to prepare appropriate agreements between the Parties for settling questions of legal protection and rights in intellectual property which are not addressed in this Annex.

II. COPYRIGHTS

The Parties and their cooperating agents shall, as appropriate, take steps to secure copyright to works created under this Agreement in accordance with their respective 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.

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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 first actually reduced to practice.

B. Between a Party and its nationals, the ownership of rights and interests with respect to 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 their cooperating agents shall take appropriate steps to secure rights to implement the following:

1. If the invention is made as a result of cooperation 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;

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 an inventor of a Party ("the Assigning Party") while assigned to another Party ("the Receiving Party") in the course of programs of a cooperative activity that involve only the visit or exchange of scientists and engineers, and;

a. in the case where the Receiving Party is expected to make a major and substantial contribution to the programs of the cooperative activity:

i. the Receiving Party has the right to obtain all rights and interests in the Invention in all countries, and;

ii. in any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party or the Inventor has the right to do so;

b. in the case where the provision in subparagraph (a) above is not satisfied:

i. the Receiving Party has the right to obtain all rights and interests in the Invention in its own country and in third countries,

ii. the Assigning Party or the Inventor has the right to obtain all rights and interests in the Invention in its own country, and;

iii. in any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party or the Inventor has the right to do so.

~~D. Specific agreements 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 to such invention worldwide.

F. The Party whose personnel make an invention shall disclose the invention to the other Party and furnish any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. The Inventing Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its 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

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~~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 affected cooperating agents. If cooperating agents
cannot resolve such disagreements, such disagreements shall be
settled through consultations between the Parties or their
designees.

VII. EFFECT OF TERMINATION OF EXPIRATION

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

VIII. APPLICABILITY

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

~~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 cooperating agent without an obligation concerning its confidentiality.

D. Any information to be protected as "business confidential information" shall be appropriately marked by the Party or cooperating agent furnishing such information or asserting that it is to be protected, except as otherwise provided in the Parties' laws, regulations, and administrative practices.

V. OTHER FORMS OF INTELLECTUAL PROPERTY

Rights to other forms of intellectual property created under this Agreement shall be determined in the applicable implementing arrangement. If such other form of intellectual property is of a type for which protection is available under the intellectual property laws of one Party but not of the other Party, the Party whose laws provide for such protection shall be entitled to all such rights worldwide.

VI. MISCELLANEOUS

A. Each Party and its Executive Agent 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.

~~be through the competent Government agencies or as otherwise~~
designated in the implementing arrangements. Questions of the disposition of rights in inventions in third countries shall be resolved before the end of the priority period according to Article 4 of the Paris Convention for the Protection of Industrial Property.

IV. BUSINESS-CONFIDENTIAL INFORMATION

A. The Parties shall have the right to use, duplicate, and disclose information first produced under this Agreement.

B. The Parties do not expect to furnish or use or have their cooperating agents furnish or use business-confidential information in the course of cooperation under this Agreement. However, in the event that such information is furnished or used or the Parties agree to furnish such information, the Parties and their cooperating agents shall give full protection to any such information so marked in accordance with their respective laws, regulations, and administrative practices.

C. For purposes of this Annex, "business-confidential information" means information developed outside this Agreement 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;