

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

FOIA Number:
2005-0336-F

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OA/ID Number: 62097
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Folder Title:
Environmental Protection Agency

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AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF UKRAINE
ON COOPERATION IN THE FIELD OF ENVIRONMENTAL PROTECTION

The Government of the United States of America and the Government of Ukraine, hereinafter the "Parties,"

Attaching great significance to the problem of environmental protection and to the prevention of the degradation of nature,

Recognizing the wholeness and integrity of the environment and the global nature of many environmental problems,

Conscious of their responsibility for the environmental safety of their nations,

Deeply convinced that environmental protection is an essential aspect of a nation's development,

Noting that cooperation in the field of environmental protection is an important and necessary element in strengthening bilateral relations for the benefit of the peoples of both nations;

Have agreed as follows:

Article I

The Parties shall develop and carry out mutually beneficial and long-term cooperative activities in the field of environmental protection and the efficient use of natural resources.

Article II

The Parties, through their respective agencies, may enter into implementing arrangements, as appropriate, for cooperation in the field of environmental protection in the following areas:

- a. Control of air, soil, and water pollution due to waste, toxic substances, pesticides, or other contaminants;
- b. Observation and monitoring of environmental quality;
- c. Environmental emergencies;
- d. Analysis of human health risks arising from environmental influences;
- e. Radiation exposure and monitoring;
- f. Economic, and administrative aspects of environmental protection work;
- g. Environmental education; and
- h. Other areas as agreed by the Parties.

Article III

Cooperation of the Parties under such implementing arrangements may include the following:

- a. Joint projects and programs;
- b. Exchange of information and documentation;
- c. Organization of conferences, consultations, seminars, and meetings of experts;
- d. Training and instruction of personnel;
- e. Exchange of experts, specialists, and trainees; and
- f. Creation of a center for environmental education and information in Kiev.

Article IV

The Parties shall encourage, wherever it is appropriate and feasible, the general development of direct contacts and cooperation in the field of environmental protection between state, civic and private organizations, institutions, companies, foundations, and individual citizens of the two Parties.

Article V

This Agreement shall not affect the rights and obligations of either Party under other agreements arising from previously concluded international agreements in force between them.

Article VI

The Parties shall consult, at the request of either Party, on any matter within the scope of this Agreement. If after such consultations a dispute exists between the Parties over the interpretation or implementation of this Agreement, the Parties shall seek to resolve such dispute by negotiations between them.

Article VII

All activities under this Agreement shall be subject to the applicable laws and regulations of the Parties. The obligations of the Parties under this Agreement shall be subject to the availability of funds and personnel of each Party.

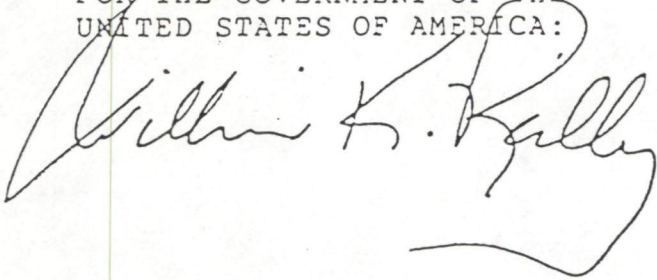
Article VIII

This Agreement shall enter into force upon signature and remain in force for five years, after which it shall be automatically extended for successive five year periods. This Agreement may be terminated by either Party on six months written notice through diplomatic channels. Termination shall not affect the validity or duration of activities commenced under this Agreement.

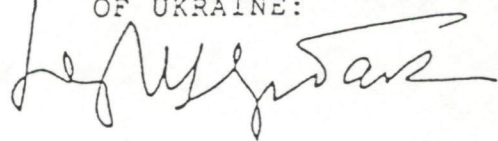
IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington, in duplicate, this seventh day of May, 1992, in the English and Ukrainian languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

A handwritten signature in dark ink, appearing to read "William K. Kelly", written over the text "FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:". The signature is fluid and cursive, with a long horizontal stroke at the bottom.

FOR THE GOVERNMENT
OF UKRAINE:

A handwritten signature in dark ink, appearing to read "Leonid Kuchma", written over the text "FOR THE GOVERNMENT OF UKRAINE:". The signature is cursive and somewhat stylized.



United States Department of State

Bureau of Oceans and International
Environmental and Scientific Affairs

Washington, D.C. 20520

DATE: 5/14/92
NUMBER OF PAGES: 18
(Excluding Cover Sheet)

TO: <u>John D'Heul</u>	
AGENCY/ROOM NO.: <u>OSTP</u>	
OFFICE PHONE: _____	FAX NO.: _____
FROM: <u>Cathy Campbell</u>	
AGENCY/ROOM NO.: _____	OES/SCT Room 4330
OFFICE PHONE: _____	FAX NO.: <u>647-0773</u>

MESSAGE:

Here's the NIST man.



United States Department of State

*Bureau of Oceans and International
Environmental and Scientific Affairs*

Washington, D.C. 20520
May 13, 1992

MEMORANDUM

TO: Distribution

FROM: OES/SCT - Martin Prochnik 

SUBJECT: Request for Circular 175 Authority to Negotiate and Conclude a Memorandum of Understanding on Scientific and Technical Cooperation in the Fields of Standards and Metrology between the National Institute of Standards and Technology of the United States of America and the Committee for Standardization and Metrology of the Russian Federation

The National Institute of Standards and Technology has requested Circular 175 authority to negotiate and conclude the subject Memorandum of Understanding (MOU) with the Russian Committee for Standardization and Metrology. A draft text and C-175 cover memo for an agreement were cleared interagency last summer. However, the coup attempt last August occurred before formal C-175 authority was granted.

A copy of the revised MOU and C-175 cover memo are attached. The proposed MOU reflects all changes requested last summer and is substantially the same as the text you cleared previously, with the exception of the intellectual property annex, which now follows the interagency agreed standard language.

In order that granting of Circular 175 authority for the subject MOU can proceed, we request you provide a final clearance of the text. Please provide your comments and clearance to Michael Andrews on 647-4068 no later than May 19, 1992.

Thank you for your assistance in this matter.

Attachment:
As stated.

Distribution:

L/T: GTaft
L/OES: SMurphy

EB/IFD/IPC: FBaron
EUR/ISCA: JTefft



United States Department of State

*Bureau of Oceans and International
Environmental and Scientific Affairs*

Washington, D.C. 20520

May , 1992

MEMORANDUM

TO: OES - Mr. Bohlen

THROUGH: OES/S - Dr. Boright

FROM: OES/SCT - Martin Prochnik

SUBJECT: Request for Circular 175 Authority to Negotiate and Conclude a Memorandum of Understanding on Cooperation in the Field of Standards and Metrology between the National Institute of Standards and Technology of the United States of America and the Committee for Product Quality Control and Standards of the Russian Federation.

ISSUE FOR DECISION

Whether to grant Circular 175 authority to negotiate and conclude the subject Memorandum of Understanding (MOU) between the National Institute of Standards and Technology (NIST) and the Russian Committee for Product Quality Control and Standards (GOSSTANDART).

DESCRIPTION OF THE AGREEMENT

Purpose: To facilitate the expansion of cooperation in the fields of standards development and chemical, physical, and engineering metrology for the mutual benefit of both sides.

Background:

GOSSTANDART is the organization in the Russian Federation that has responsibilities for the development and enforcement of product standards and the measurement research (metrology) that supports the scientific operations of the system of quality assurance. In the United States, NIST has many of these same responsibilities. The two organizations had exchange agreements in the past, but have had no formal agreement for

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several years. As interest has evolved in Russia toward a market economy, GOSSTANDART has requested an agreement be concluded that would allow occasional exchange of information and staff.

NIST is willing to enter into such an agreement because of benefits to the United States, (1) in obtaining up to-date information on Russian standards and metrology developments, (2) through the opportunity to influence Russian developments as they move toward harmonization of their standards with United States, and/or international standards, and (3) through gaining knowledge of Russian scientific advances and/or the results of collaborative metrological research. The activities are expected to be balanced and reciprocal, and will provide American access to many Russian laboratories.

A text of the draft MOU is attached at Tab 1. Exchange visits carried out under the Memorandum will normally be of two to three week duration, and generally involve standards, measurement science, and the underlying physical and chemical science. NIST will accept only visitors who are working in fields in which NIST has a clear interest. With very few exceptions, NIST does not engage in classified work, and results of research conducted pursuant to the Memorandum will be published in the open literature.

SOURCE OF FUNDING

Activities under this Memorandum are subject to the availability of appropriated funds and personnel. The Department of State commits no funds or personnel to the implementation of this MOU.

ENVIRONMENTAL CONSIDERATIONS

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

CONGRESSIONAL CONSULTATIONS

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

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INTELLECTUAL PROPERTY RIGHTS

Annex 1 of the MOU provides for the adequate and effective protection and allocation of intellectual property created or furnished under this MOU and relevant implementing agreements. The IPR annex uses the standard interagency-agreed language.

LEGAL AUTHORITY

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

The legislative authority for NIST to enter into a Memorandum of Understanding of this type is provided by 15 U.S.C. 272, (b)(8) and (9), and (c)(5).

RECOMMENDATION

That you grant Circular 175 Authority for the negotiation and conclusion of the proposed MOU subject to the concurrence of OES, EUR, L and other bureaus and agencies, as appropriate, to any changes to the proposed text.

Approve: _____ Disapprove: _____

Date: _____

Attachments:

Tab 1 - Proposed MOU

Tab 2 - Memorandum to Amb. Bartholomew

- 4 -

Drafted: OES/SCT:CACampbell/MAndrews 5/11/91
647-3632 SESCTA 5833

Cleared:

EUR/SOV/SOEX:JMcGhee
L/OES:JO'Brien
FMP/MP:AFairchild
FMP/BP:PGartabane
USIR:CSuro-Bredie
DOI/ITA:DSenese
COMEX:JDearlove
DOJ:GSchroeder
HHS/PHS:PHenry
NASA:JClapp
NIST:GSinnott
NSF:GSher
S/P:CDawson

L/T:GTaft
H:SStyles
EB/IFD/IPC:FBaron
OMB:JNix
DOC/ITA:SFox
CIA:PCocks
DOD/OASACW:KCook
DOT:VMack
HUD/OIA:JGeraghty
NAVY:STuretsky
NOAA:BMoore
NTIS:JHounsell
SMITH:FBerkowitz

OES/EX:JLewis
OES:LStrachen
OSTP:JO'Neil
DOD/DTSA:JThomas
DOE/IE:HJaffe
EPA/OIA:WFreeman
NAS:GWaxmonsky
NIH:GHandley
NRC:EShomaker
NSC:EMelby
USDA/OICS:RHughes
USGS:PHeain
TREAS:EMurphy

DRAFT 4/7/92

**MEMORANDUM OF UNDERSTANDING ON
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE FIELDS OF STANDARDS AND METROLOGY
BETWEEN
THE U.S. NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
AND
THE COMMITTEE FOR STANDARDIZATION AND METROLOGY
OF THE RUSSIAN FEDERATION**

The U.S. National Institute of Standards and Technology and the Committee for Standardization and Metrology, (hereinafter referred to as "the Parties"):

Recognizing the growing importance of international standards in the global marketplace;

Desiring to facilitate the expansion of cooperation between the Parties in standards development and chemical, physical, and engineering metrology; and

Taking into account their mutual interest and the scientific, technical, and trade benefits in developing such cooperation;

Have agreed as follows:

Article 1

Scientific and technical cooperation between the Parties should be realized in the following fields:

1. Enhancing the use of international standards in international trade;
2. The harmonization of the Parties' national standards and conformity assessment practices and the further harmonization of those standards and practices with international standards, practices, and guidelines;
3. Mutual development of new methods, technical means and reference materials for different types of measurements;
4. Harmonization of standards for legal metrology;

5. Research in precise measurements of physical quantities and comparison of standards of basic physical units;
6. Fundamental research in chemical, physical, and engineering metrology; and
7. Other activities related to standards and/or metrology as may be mutually agreed.

Article 2

Scientific and technical cooperation between the Parties in subjects specified in Article 1 may take the following forms:

1. Exchange of scientific and technical information and documents;
2. Reciprocal visits of experts and research scientists;
3. Mutual consultations concerning the analysis of policy, and scientific and technical problems; and
4. Collaborative research, developments and tests, exchange of results and experience obtained.

All activities are subject to the applicable laws and regulations of the Parties and to the availability of funds. Scientific exchanges will be carried out under the principle of mutual benefit and reciprocity.

Article 3

1. Nominations of scientists or experts for exchange visits will be submitted to the receiving Party no later than three months before the proposed date for starting the visit. For each person nominated, the sending Party will provide the following information: the full name of the expert, date and place of birth, education and academic degrees, place of work, scientific specialty, a list of main scientific works and publications, the proposed program of scientific work with a suggested list of the scientific establishments or laboratories to be visited and the scientists to be met, knowledge of foreign languages, topics of lectures that could be delivered by the expert, proposed date of arrival, and the length of stay.
2. The receiving Party will respond to this nomination no later than two months after its receipt. If the nomination is acceptable, the receiving Party will inform the sending Party of a possible date of arrival of the expert in the country and will give its agreement to the program or will propose alternatives to the program.

3. After receiving the consent of the receiving Party to accept a given expert, the sending Party shall inform the receiving Party by telegram or telex, two weeks or more in advance, of the exact date of the arrival of the expert in the country.
4. The Parties will facilitate the timely receipt of visas by the experts travelling in accordance with this Memorandum.

Article 4

1. Each Party will provide experts of the other Party the opportunity to conduct scientific research work in laboratories and libraries without cost;
2. The receiving Party will bear expenses for procuring such materials, apparatus, literature, photocopies and microfilm as are essential for the completion of the agreed plan of work by experts of the sending Party.
3. As both Parties acknowledge the importance and desirability of periodic working meetings of their officers to discuss implementation and cooperation, the Parties agree to meet at least annually at a mutually convenient location.

Article 5

The Director for International and Academic Affairs of the U.S. National Institute of Standards and Technology and the Head of the International Cooperation Section of the Committee for Standardization and Metrology will be the Executive Agents and will conduct administrative affairs in connection with cooperation under this Memorandum.

Article 6

Protection of intellectual property and rights thereto are set forth in Annex I, which is an integral part of this Memorandum.

Article 7

Nothing in this Memorandum shall be construed to prevent either Party from carrying out cooperation with third countries in the fields covered by this Memorandum.

Article 8

1. This Memorandum shall enter into force upon signature by both Parties and shall remain in force for five years.
2. Either Party may terminate this Memorandum upon 60 days written notification. Specific projects that may be underway at the time of termination of this Memorandum may be continued if mutually agreed in writing.
3. This Memorandum may be amended or extended by written agreement of the Parties.

FOR THE U.S. NATIONAL INSTITUTE
OF STANDARDS AND
TECHNOLOGY:

FOR THE COMMITTEE
FOR STANDARDIZATION
AND METROLOGY:

Signature

Signature

Place

Place

Date

Date

ANNEX IINTELLECTUAL PROPERTY

Pursuant to Article VI of this Agreement:

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

I. SCOPE

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

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

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

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

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

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II. ALLOCATION OF RIGHTS

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

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

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

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

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

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III. BUSINESS-CONFIDENTIAL INFORMATION

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

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JUNE 21, 1973.

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CIAE-00 EB-00 DINT-05 DODE-00 H-01 10-19 NSCE-00
NSF-02 NSAE-00 COME-00 L-03 PM-00 EPA-04 INRE-00
OES-09 ACDA-13 USIE-00 SP-00 CEQ-01 PRS-01 E-01
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HAVE AGREED AS FOLLOWS:

ARTICLE I

THE PURPOSE OF THIS MEMORANDUM IS TO ESTABLISH AN ARRANGEMENT FOR COOPERATION IN THE FIELD OF ENVIRONMENTAL RESTORATION AND WASTE MANAGEMENT IN FURTHERANCE OF THE PEACEFUL USES AGREEMENT IN ORDER TO INCREASE ENVIRONMENTAL QUALITY RESULTING FROM PAST PRACTICES ASSOCIATED WITH NUCLEAR POWER PRODUCTION TO MEET THE ENERGY REQUIREMENTS OF BOTH PARTIES TO THIS MEMORANDUM.

COOPERATION UNDER THIS MEMORANDUM SHALL BE CARRIED OUT SUBJECT TO THE TERMS OF THE AGREEMENT AND THE LAWS AND

REGULATIONS OF THE PARTIES AS FURTHER AGREED BELOW ON THE BASIS OF MUTUAL BENEFIT, EQUALITY AND FULL RECIPROCITY BETWEEN THE PARTIES.

ARTICLE II

THE AREAS OF COOPERATION UNDER THIS MEMORANDUM MAY INCLUDE THE FOLLOWING:

1. DEVELOPMENT OF POLICY AND PRACTICES REGARDING ENVIRONMENTAL RESTORATION AND WASTE MANAGEMENT ASSOCIATED WITH PAST AND CURRENT NUCLEAR FUEL CYCLE OPERATIONS.
2. EVALUATION OF PROBLEMS OF PROCESS DESIGN, DEVELOPMENT AND OPERATIONS RELATED TO ENVIRONMENTAL REMEDIATION, CONTAMINATION AND DECOMMISSIONING OF FACILITIES AND MATERIALS CONTAMINATED BY RADIOACTIVE AND OTHER HAZARDOUS WASTE.
3. CONDUCT OF RESEARCH AND DEVELOPMENT DIRECTED AT IMPROVING THE EFFECTIVENESS, ECONOMICS, SAFETY AND PUBLIC ACCEPTABILITY OF METHODS OF HANDLING, STORING AND PERMANENTLY DISPOSING OF RADIOACTIVE AND ASSOCIATED HAZARDOUS WASTE.
4. CONDUCT OF ANALYSES AND INVESTIGATIONS RELATED TO WASTE PARTITIONING TO FACILITATE PERMANENT DISPOSAL.
5. CONDUCT OF ANALYSES AND INVESTIGATIONS RELATED TO GEOLOGIC DISPOSAL OF WASTES.

WHERE APPROPRIATE, IMPLEMENTATION OF THE COOPERATION WILL BE ACCOMPLISHED THROUGH THE EXCHANGE OF INFORMATION, AND THE USE OF TEAMS CONSISTING OF SCIENTISTS FROM INDUSTRY, RESEARCH LABORATORIES AND ACADEMIC INSTITUTIONS AND STUDENTS TO FACILITATE LONG-TERM PROGRAMMATIC CONTINUITY.

ARTICLE III

1. IN ORDER TO IMPLEMENT THIS MEMORANDUM, THERE SHALL BE ESTABLISHED A JOINT COORDINATING COMMITTEE FOR ENVIRONMENTAL RESTORATION AND WASTE MANAGEMENT (JCCM).
2. THE JCCM SHALL CONSIST OF EQUAL NUMBERS OF REPRESENTATIVES FROM EACH PARTY. ALL DECISIONS TAKEN BY THE JCCM SHALL BE BY MUTUAL AGREEMENT OF THE PARTIES.
3. THE JCCM WILL COORDINATE AND REVIEW ALL ASPECTS OF THIS MEMORANDUM AND SHALL TAKE SUCH ACTION AS IS APPROPRIATE FOR ITS EFFECTIVE IMPLEMENTATION.
4. THE JCCM WILL PRESENT ITS PROPOSED PROGRAMS, INCLUDING APPLICABLE IMPLEMENTING ANNEXES TO THE MOC,

DRAFTED BY: USDOE/IE GDELATORRE
APPROVED BY: EUR/SOV: AVERSHOB
USDOE/IE: HJAFFE
OES/NTS: JBOSKEN

EUR/SOV: RFIGUEROA
OES/SCT: CCAMPBELL (INFO)
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TO AMEMBASSY MOSCOW PRIORITY

UNCLAS STATE 289925

E.O. 12356: N/A
TAGS: TRGY, ENRG, UR
SUBJECT: MEMORANDUM OF COOPERATION IN THE FIELDS OF ENVIRONMENTAL RESTORATION AND WASTE MANAGEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNION OF SOVIET SOCIALIST REPUBLICS

1. THIS IS AN ACTION CABLE. SEE PARA 3.
2. ON AUGUST 22, 1990, DEPARTMENT GRANTED CIRCULAR 175 AUTHORITY FOR DOE TO NEGOTIATE AND CONCLUDE A MEMORANDUM OF COOPERATION (MOC) IN THE FIELDS OF ENVIRONMENTAL RESTORATION AND WASTE MANAGEMENT. SUBSTANTIVE CHANGES IN THE TEXT OF THE MOC ARRIVED AT IN NEGOTIATION REQUIRE CONCURRENT OF DEPARTMENT.
3. COMPLETE TEXT OF THE DRAFT MEMORANDUM OF COOPERATION IS PROVIDED PARA 4. EMBASSY SHOULD PROVIDE TEXT TO MFA FOR FORWARDING TO VLADIMIR KUCHINOV OF THE MINISTRY OF ATOMIC POWER AND INDUSTRY (MAPI) AND SHOULD REPORT ANY SOVIET PROPOSED CHANGES AS SOON AS POSSIBLE. PLEASE REQUEST THAT MAPI PROVIDE A RUSSIAN LANGUAGE TEXT OF THE AGREEMENT TO DOE FOR CONFORMANCE. DOE PROPOSAL ON SIGNING WILL BE FORWARDED SEPTEL.

USG PROPOSED TEXT.

MEMORANDUM OF COOPERATION IN THE FIELDS OF ENVIRONMENTAL RESTORATION AND WASTE MANAGEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNION OF SOVIET SOCIALIST REPUBLICS

BEGIN TEXT:

THE U.S. DEPARTMENT OF ENERGY (DOE), AS THE REPRESENTATIVE FOR THE UNITED STATES OF AMERICA, AND THE UNION OF SOVIET SOCIALIST REPUBLICS MINISTRY OF ATOMIC POWER AND INDUSTRY (MAPI), AS THE REPRESENTATIVE FOR THE U.S.S.R., HEREINAFTER REFERRED TO AS THE "PARTIES," DESIRING TO ESTABLISH CLOSE AND LONG-RANGE COOPERATION IN THE FIELD OF ENVIRONMENTAL RESTORATION AND WASTE MANAGEMENT.

NOTING THAT FRUITFUL COOPERATION ON ENVIRONMENTAL RESTORATION AND WASTE MANAGEMENT CAN ENHANCE THE ENVIRONMENTAL QUALITY AND ENERGY INTEREST OF THE UNITED STATES OF AMERICA AND THE UNION OF SOVIET SOCIALIST REPUBLICS; AND IN ACCORDANCE WITH ARTICLE 2, PARAGRAPH 3 OF THE AGREEMENT BETWEEN THE UNITED SCIENTIFIC AND TECHNICAL COOPERATION IN THE FIELD OF PEACEFUL USES OF ATOMIC ENERGY SIGNED ON JUNE 1, 1990, HEREINAFTER REFERRED TO AS "THE AGREEMENT"; WHICH SUCCEEDED THE AGREEMENT OF

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TOGETHER WITH ANY RECOMMENDATIONS FOR AMENDMENTS IF NEEDED TO ADD SUCH PROGRAMS TO THE MEMORANDUM, FOR REVIEW AND APPROVAL BY THE JOINT COMMITTEE ON COOPERATION IN THE PEACEFUL USES OF ATOMIC ENERGY, ESTABLISHED UNDER THE AGREEMENT.

5. THE JCCEM MAY ORGANIZE, ESTABLISH AND ARRANGE WORKING GROUPS, STUDENT EXCHANGES, CONFERENCES AND SEMINARS OF SPECIALISTS FOR JOINT DISCUSSION AND STUDY OF SPECIFIC TOPICS RELATED TO ENVIRONMENTAL RESTORATION AND WASTE MANAGEMENT AND MAY ALSO REVIEW AND COMMENT ON THE REPORTS OF SUCH WORKING GROUPS, CONFERENCES AND SEMINARS. SPECIFIC PROJECTS AND PROGRAMS FOR ENVIRONMENTAL RESTORATION AND WASTE MANAGEMENT COOPERATION, EXCHANGES OF SCIENTIFIC AND TECHNICAL INFORMATION, PERSONNEL, STUDENTS AND EQUIPMENT, AND PROCEDURES FOR ADDRESSING AND RESOLVING QUESTIONS OF SUCH MATTERS AS PAYMENT OF COSTS UNDER THIS COOPERATION FOR JOINT ACTIVITIES ADMINISTERED UNDER THE MEMORANDUM, MAY BE DEVELOPED SEPARATELY BY THE JCCEM.

6. THE JCCEM MAY ASSIST IN ARRANGING TRANSACTIONS BETWEEN OR AMONG ORGANIZATIONS WITHIN OR OUTSIDE THIS ARRANGEMENT FOR SERVICES CONTRACTED ON A COMMERCIAL BASIS.

7. CONSISTENT WITH ARTICLE 1, SUCH OTHER FORMS OF COOPERATION AS THE JCCEM RECOMMENDS TO ITS RESPECTIVE GOVERNMENTS THAT ARE RELEVANT TO THE MOC MAY BE ADDED BY AGREEMENT OF THE PARTIES.

8. THE JCCEM WILL DECIDE ON ITS MEMBERSHIP AND MEETING SCHEDULE. GENERALLY, IT WILL BE CONVENED ONCE A YEAR, ALTERNATELY IN THE UNITED STATES AND THE SOVIET UNION, UNLESS AGREED OTHERWISE. TIME AND PLACES FOR MEETINGS WILL BE AGREED UPON IN ADVANCE.

ARTICLE IV

THIS COOPERATION WILL BE CONDUCTED ACCORDING TO THE PLANS AND PROGRAMS OF THE PARTIES AND THEIR LABORATORIES AND CONTRACTORS. OTHER ORGANIZATIONS MAY PARTICIPATE IN THE COOPERATION WITH THE AGREEMENT OF THE PARTIES.

ARTICLE V

1. COOPERATION UNDER THIS MEMORANDUM WILL BE CONDUCTED SUBJECT TO THE RESPECTIVE INTERNATIONAL OBLIGATIONS, NATIONAL LAWS AND REGULATIONS OF THE PARTIES, AND WITHIN THE LIMITS OF AVAILABLE FUNDS, ON THE BASIS OF THE FULLEST POSSIBLE RECIPROCITY IN TERMS OF EQUAL ACCESS TO FACILITIES, INFORMATION AND PERSONNEL ON BOTH SIDES.

ANY QUESTIONS OF INTERPRETATION AND IMPLEMENTATION RELATING TO THIS MEMORANDUM THAT ARISE WILL BE DECIDED BY AGREEMENT OF THE PARTIES.

ARTICLE VI

PROVISIONS FOR THE PROTECTION AND ALLOCATION OF INTELLECTUAL PROPERTY SET FORTH IN ANNEX A TO THE AGREEMENT SIGNED JUNE 1, 1990, ARE INCORPORATED IN THEIR ENTIRETY AS AN INTEGRAL PART OF THIS MOC AND APPLY TO ALL ACTIVITIES CARRIED OUT HEREUNDER.

ARTICLE VII

1. THIS MEMORANDUM WILL 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.

2. ALL JOINT PROJECTS AND EXPERIMENTS BEING CONDUCTED WHEN THE EFFECTIVE PERIOD OF THIS MEMORANDUM ENDS WILL, IF AGREED, BE CONTINUED TO THEIR CONCLUSION IN ACCORDANCE WITH THE TERMS OF THIS MEMORANDUM.

3. EITHER PARTY HAS THE RIGHT TO WITHDRAW FROM THIS MEMORANDUM OF COOPERATION ON SIX (6) MONTHS' WRITTEN NOTICE.

DONE () IN THE ENGLISH AND
RUSSIAN LANGUAGES, BOTH TEXTS BEING EQUALLY AUTHENTIC.

FOR THE U.S. DEPARTMENT
OF ENERGY
END TEXT BAKER

FOR THE USSR MINISTRY OF
ATOMIC POWER AND INDUSTRY

UNCLASSIFIED

**COOPERATION IN ENVIRONMENTAL
PROTECTION**

**Agreement Between the
UNITED STATES OF AMERICA
and the UNION OF SOVIET
SOCIALIST REPUBLICS**

Signed at Moscow May 23, 1972



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

"... the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

UNION OF SOVIET SOCIALIST REPUBLICS
Cooperation in Environmental Protection

*Agreement signed at Moscow May 23, 1972;
Entered into force May 23, 1972.*

AGREEMENT ON COOPERATION
IN THE FIELD OF ENVIRONMENTAL PROTECTION BETWEEN
THE UNITED STATES OF AMERICA AND
THE UNION OF SOVIET SOCIALIST REPUBLICS

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

Attaching great importance to the problems of environmental
protection;

Proceeding on the assumption that the proper utilization
of contemporary scientific, technical and managerial achievements
can, with appropriate control of their undesirable consequences,
make possible the improvement of the interrelationship between
man and nature;

Considering that the development of mutual cooperation in
the field of environmental protection, taking into account the
experience of countries with different social and economic
systems, will be beneficial to the United States of America
and the Union of Soviet Socialist Republics, as well as to
other countries;

Considering that economic and social development for the benefit of future generations requires the protection and enhancement of the human environment today;

Desiring to facilitate the establishment of closer and long-term cooperation between interested organizations of the two countries in this field;

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 in 1972-1973, signed April 11, 1972, ^[1] and developing further the principles of mutually beneficial cooperation between the two countries;

Have agreed as follows:

ARTICLE 1

The Parties will develop cooperation in the field of environmental protection on the basis of equality, reciprocity, and mutual benefit.

ARTICLE 2

This cooperation will be aimed at solving the most important aspects of the problems of the environment and will be devoted to working out measures to prevent pollution, to study pollution and its effect on the environment, and to develop the basis for controlling the impact of human activities on nature.

It will be implemented, in particular, in the following areas:

- air pollution;
- water pollution;
- environmental pollution associated with agricultural production;

¹ TIAS 7343; 23 UST.

- enhancement of the urban environment;
- preservation of nature and the organization of preserves;
- Marine pollution;
- biological and genetic consequences of environmental pollution;
- influence of environmental changes on climate;
- earthquake prediction;
- arctic and subarctic ecological systems;
- legal and administrative measures for protecting environmental quality.

In the course of this cooperation the Parties will devote special attention to joint efforts improving existing technologies and developing new technologies which do not pollute the environment, to the introduction of these new technologies into everyday use, and to the study of their economic aspects.

The Parties declare that, upon mutual agreement, they will share the results of such cooperation with other countries.

ARTICLE 3

The Parties will conduct cooperative activities in the field of environmental protection by the following means:

- exchange of scientists, experts and research scholars;
- organization of bilateral conferences, symposia and meetings of experts;
- exchange of scientific and technical information and documentation, and the results of research on environment;
- joint development and implementation of programs and projects in the field of basic and applied sciences;
- other forms of cooperation which may be agreed upon in the course of the implementation of this Agreement.

ARTICLE 4

Proceeding from the aims of this Agreement the Parties will encourage and facilitate, as appropriate, the establishment and development of direct contacts and cooperation between institutions and organizations, governmental, public and private, of the two countries, and the conclusion, where appropriate, of separate agreements and contracts.

ARTICLE 5

For the implementation of this Agreement a US-USSR Joint Committee on Cooperation in the Field of Environmental Protection shall be established. As a rule this Joint Committee shall meet once a year in Washington and Moscow, alternately. The Joint Committee shall approve concrete measures and programs of cooperation, designate the participating organizations responsible for the realization of these programs and make recommendations, as appropriate, to the two Governments.

Each Party shall designate a coordinator. These coordinators, between sessions of the Joint Committee, shall maintain contact between the United States and Soviet parts, supervise the implementation of the pertinent cooperative programs, specify the individual sections of these programs, and coordinate the activities of organizations participating in environmental cooperation in accordance with this Agreement.

ARTICLE 6

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

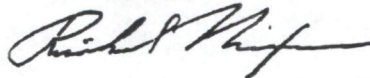
ARTICLE 7

This Agreement shall enter into force upon signature and shall remain in force for five years after which it will be extended for successive five year periods unless one Party notifies the other of the termination thereof not less than six months prior to its expiration.

The termination of this Agreement shall not affect the validity of agreements and contracts between interested institutions and organizations of the two countries concluded on the basis of this Agreement.

DONE on May 23, 1972 at Moscow in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE UNITED STATES
OF AMERICA:



[1]

President of the
United States
of America

FOR THE UNION OF SOVIET
SOCIALIST REPUBLICS:



[1]

Chairman of the Presidium
of the Supreme Soviet
of the USSR

¹ Richard Nixon
² N. V. Podgorny