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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 OCEAN STUDIES

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

Recognizing the importance of comprehensive studies of the
oceans of the world for peaceful purposes and for the
well-being of mankind;

Striving for more complete knowledge and rational utilization of the oceans of the world by all nations through broad international cooperation in oceanographic investigations and research;

Aware of the capabilities and resources of both countries for studies of the oceans of the world and the extensive history and successful results of previous cooperation between them;

Desiring to combine their efforts in the further investigation of the oceans of the world and to use the results for the benefit of the peoples of both countries and of all mankind;

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 November 21, 1985; the Agreement on Cooperation in the Field of Environmental Protection, signed May 23, 1972; and the Agreement on Cooperation in the Field of Basic Scientific Research, signed January 8, 1989; and

Desiring to continue the cooperation carried out under the Agreement on Cooperation in Studies of the World Ocean, signed June 19, 1973;

Have agreed as follows:

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Desiring to continue the cooperation carried out under the Agreement on Cooperation in Studies of the World Ocean, signed June 19, 1973;

Have agreed as follows:

ARTICLE 1

1. The Parties will develop and carry out cooperation in ocean studies on the basis of equality, overall reciprocity and mutual benefit.

2. All cooperation under this Agreement will be subject to approval of the Parties and to the national laws, regulations, and international obligations of each country, as well as the availability of appropriated funds and personnel.

ARTICLE 2

1. In their ocean studies, the Parties will direct cooperative efforts to the investigation of important and mutually agreed scientific topics.

2. Cooperative efforts may be considered in the areas of: (a) physical oceanography; (b) chemical and biological oceanography; (c) geological, geophysical and geochemical investigations of oceans; (d) biological productivity and the functioning of oceanic biological communities; and (e) marine meteorology.

3. Projects of initial cooperation are set forth in Annex I, which constitutes an integral part of the Agreement. Other projects may be added by mutual agreement of the Parties.

ARTICLE 3

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

- a. Cooperative scientific research projects, including field studies; the exchange of participating scientists, specialists, and researchers; and the exchange and joint publication of their results;
- b. Joint scientific conferences, symposia, and workshops;
- c. Exchange of scientific information and documentation;
- d. Appropriate participation by both countries in multilateral cooperative activities sponsored by international scientific organizations;
- e. Facilitation by both Parties of use of appropriate port facilities of the two countries for ships' services and supplies, including provision for rest and changes of ships' personnel, in connection with carrying out cooperative activities.

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

ARTICLE 4

1. Cooperation in ocean studies under this Agreement will be within the framework of jointly approved projects and programs and in accordance with written arrangements for their implementation.

2. The Parties will ensure, in accordance with agreed cooperative activity, that access to institutes, scientists and other specialists participating in joint cooperative activity under this Agreement, and to scientific data, will be made available on an equal, reciprocal and mutually beneficial basis.

ARTICLE 5

1. The implementation of this Agreement will be carried out by a US-USSR Joint Committee on Cooperation in Ocean Studies. This Joint Committee shall meet, as a rule, once a year, alternatively in the United States and the Soviet Union, 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; designation of agencies and

organizations to be responsible for carrying out cooperative activities; and making recommendations, as appropriate, to the Parties.

3. Each Party shall have an Executive Agent to assist the Joint Committee. The Executive Agent of the United States of America will be the National Oceanic and Atmospheric Administration (NOAA), a constituent agency of the U.S. Department of Commerce. The Executive Agent of the Union of Soviet Socialist Republics will be the USSR State Committee for Science and Technology (GKNT).

4. The Executive Agents of the Parties will be responsible for carrying out this Agreement during the period between meetings of the Joint Committee. The Executive Agents will maintain contact with each other; keep each other informed of activities and progress in implementing this Agreement; and coordinate and supervise the development and implementation of cooperative activities conducted under this Agreement.

ARTICLE 6

Nothing in this Agreement will be interpreted to prejudice other agreements between the Parties or commitments of either Party to other international oceanographic programs.

ARTICLE 7

Each Party, with the consent of the other Party, may invite third countries to participate in cooperative activities engaged in under this Agreement. Such participation will be consistent with the provisions of this Agreement.

ARTICLE 8

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

ARTICLE 9

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

2. Cooperative activities being conducted when the effective period of this Agreement ends will, unless terminated by either Party, be continued to their conclusion in accordance with the terms of this Agreement.

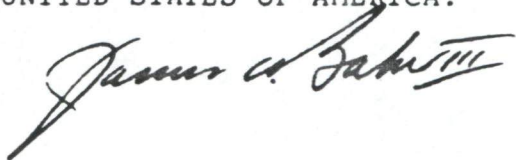
3. Either Party has the right to terminate this Agreement on six months' written notice to the other Party.

4. Upon entry into force, this Agreement shall supersede the 1973 US-USSR Agreement on Cooperation in Studies of the World Ocean, as amended and extended.

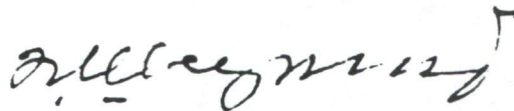
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington, this *First* day of *June* 1990, in duplicate in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

A handwritten signature in cursive script, appearing to read "James A. Baker III".

FOR THE GOVERNMENT OF THE UNION
OF SOVIET SOCIALIST REPUBLICS:

A handwritten signature in cursive script, appearing to read "Mikhail Gorbachev".

ANNEX I
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 OCEAN STUDIES

Cooperation under this Agreement will initially be implemented in the following projects:

- a. Southern Ocean Dynamics
- b. Mid-Atlantic Ridge Crest Processes
- c. Geochemistry of Marine Sediments
- d. Arctic Erosional Processes with Special
Attention to Gas Hydrates

ANNEX II
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 OCEAN STUDIES

Pursuant to Article 8 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.

II. COPYRIGHTS

The Parties shall take appropriate steps to secure copyright to works created under this Agreement in accordance with their respective national laws, except as otherwise specifically agreed. The following provisions shall apply to copyright protection for works created under this Agreement:

1. Except as otherwise agreed, each Party is entitled to a nonexclusive, irrevocable, royalty-free license under a copyright, secured in accordance with the national laws of either Party, to translate, reproduce, publish, and distribute published scientific, technical, and medical works in its own territory, with the right to grant sublicenses in its territory in accordance with this Party's laws and practices. Any such copyrighted work shall indicate the names of all persons who participated in the joint work. Either Party is entitled to a license in third countries upon request.

2. Rights to other copyrighted works (such as computer software) shall be allocated in the same manner as for inventions, as set forth in Article III, Paragraphs B - E of this Annex. A Party receiving rights pursuant to this provision to copyrighted works which embody business-confidential information shall protect such information in accordance with Article IV of this Annex.

III. INVENTIONS

A. For purposes of this Annex, "invention" means any invention made in the course of cooperation under this Agreement 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 agreed, the Parties shall take appropriate steps 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 otherwise specifically agreed:

- a. The Party whose personnel make 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

or 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. For other forms of cooperation, such as joint research projects with an agreed scope of work, each Party has the right to obtain all rights and interests in its own country in any invention made as a result of such cooperation, whereas the Party in whose country the invention was made has first option 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. However, if the Parties agree that the application of this paragraph to a particular cooperative activity would lead to an inequitable result, they shall agree to an equitable allocation of rights with respect to that activity.

E. Notwithstanding the foregoing, if an invention is of a type for which exclusive rights are available under the laws of the 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 Executive Agents.

IV. BUSINESS-CONFIDENTIAL INFORMATION

A. The Parties do not expect to furnish to one another 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 shall give full protection to such information in accordance with their laws, regulations, and administrative practices.

B. For the 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 without an obligation concerning its confidentiality.

C. Any information to be protected as "business-confidential information" shall be appropriately identified by the Party 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 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 and III above and includes, for example, scientific discoveries, maskworks and trademarks. Rights to other types of intellectual property shall be determined in the same manner as for inventions, as set forth in 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 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 Executive Agents. If the Executive Agents 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 all cooperative activities under this Agreement, except as otherwise specifically agreed.

Withdrawal/Redaction Sheet

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Document No. and Type	Subject/Title of Document	Date	Restriction	Class.
01. Agreement	[Russian] (15 pp.)	6/1/90	(b)(1)	

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AR Disposition:		MR Disposition:	
AR Disposition Date:		MR Disposition Date:	

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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]

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(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