

**MEMORANDUM OF
UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY OF THE
UNITED STATES OF AMERICA AND
THE RUSSIAN ACADEMY OF SCIENCES
ON
COOPERATION IN SCIENCE AND TECHNOLOGY**

The Department of Energy of the United States of America and the Russian Academy of Sciences (hereinafter referred to as "the Parties"):

Realizing that international cooperation in the field of science and technology will strengthen the bonds of friendship and understanding between both countries;

Considering that scientific and technological cooperation is important for the development of their respective national economies;

Desiring to establish cooperation between the Parties in the field of science and technology in accord with new political, economic and social realities; and

Wishing to cooperate on the basis of equity, fairness and mutual benefit;

HAVE AGREED AS FOLLOWS:

**ARTICLE I
Purpose**

1. The purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") is to strengthen the scientific and technological potential of the Parties, to create conditions for further developing the extensive scientific and technological cooperation between the Parties and to encourage application of new technologies developed by the Parties.
2. The provisions of this MOU are subject to the Agreement between the Government of the United States of America and the Government of the Russian Federation on Science and Technology Cooperation, signed December 16, 1993 (hereinafter referred to as the "Science and Technology Agreement"), and is signed in accordance with Article 3 of said Agreement.

ARTICLE II
Policy Guidelines

The Parties shall conduct science and technology cooperation based on the following principles:

1. Shared responsibilities and shared results obtained in the course of equal cooperation, commensurate with the Parties' strengths and mutual interests in the field of science and technology;
2. Access, to the extent permitted by national laws and regulations, to government-sponsored or government-supported programs and institutions for visiting researchers, and, on these same conditions, access to and exchange of information in the field of energy-related scientific and technological development;
3. Adequate and effective protection and equal distribution of rights to intellectual property furnished or created in the course of collaboration;
4. General transparency of policies and programs in order to facilitate mutual understanding and the identification of opportunities for coordination and cooperation; and
5. The widest possible dissemination of research results and related information, subject to applicable international obligations, national laws, and regulations.

ARTICLE III
Forms of Cooperation

1. The Parties shall encourage cooperation and facilitate contacts between their respective universities, research centers, institutes, private sector firms and other institutions dealing with science and technology through the conduct of joint research projects; the convening of joint seminars and meetings; training of scientists and technical experts; exchange of scientific and technical information; and other forms of scientific and technical cooperation as may be mutually agreed upon.
2. The Parties or their designees may agree to cooperate in the field of science and technology and, if so, shall do so in writing. A list of areas of mutual interest for possible

cooperation is set forth in the Annex, which forms an integral part of this MOU. Proposed specific project work in these areas shall be described in writing and may be amended by mutual agreement. Such project work may be embodied in specific project implementing arrangements.

3. Cooperation under this MOU shall be conducted in accordance with each Party's applicable laws, procedures, regulations and international obligations.

ARTICLE IV Joint Coordinating Committee

1. The Parties shall establish a Joint Coordinating Committee for Science and Technology (hereinafter the Joint Coordinating Committee) to coordinate and monitor the development and implementation of cooperation under this MOU.

2. The Joint Coordinating Committee shall take such action as is necessary for the effective implementation of this MOU, including review of periodic reports from those responsible for its implementation.

3. The Joint Coordinating Committee shall be chaired by the Parties or their designees and it shall meet periodically at a time and place agreed to by the Parties.

4. Periodically, the Joint Coordinating Committee shall report on developments under this MOU to the Committee on Science and Technology of the U.S.-Russian Commission on Economic and Technological Cooperation which has responsibility for the Science and Technology Agreement.

ARTICLE V Information and Intellectual Property

1. Scientific and technological information resulting from cooperation under this MOU, other than information which is not disclosed for commercial or industrial reasons, shall be made available to the world scientific community, unless otherwise agreed, through

procedures established by the Parties.

2. All issues involving intellectual property created or furnished in the course of cooperation under this MOU and its Annex shall be resolved in accordance with Annex II of the Science and Technology Agreement, which shall be an integral part hereof.

3. Should an activity, information, equipment, or any anticipated result of cooperation pursuant to this MOU, require protection in the interests of national defense or foreign relations of either Party, the Party requiring such protection shall so notify the other Party prior to undertaking the activity or providing the information or equipment and shall not do so prior to receiving the other Party's consent. The Parties shall consult regarding appropriate measures for the protection of the information or equipment.

ARTICLE VI Implementing Procedures

1. All activities under this MOU, including exchanges of technical information and equipment, exchanges of specialists, training of scientists and technical experts, and the carrying out of cooperation, shall be conducted in accordance with the laws, regulations, international obligations and procedures of the Parties, and shall be subject to the availability of personnel and appropriated funds. Each Party or participating organization shall bear the costs of its participation in carrying out cooperation under this MOU, unless otherwise agreed in writing.

2. The activities to be carried out under this MOU may be proposed by either Party or its designees and shall be documented in the form of work plans or other correspondence, establishing written agreement in advance of the start of each activity.

3. This MOU is not intended to amend or otherwise modify existing science and technology agreements and other arrangements.

4. The Parties or their designees may, as mutually agreed and in accord with international obligations, national laws, and regulations, invite scientists, technical

experts and entities of third countries or international organizations, at their own expense unless otherwise agreed in writing, to participate in projects and programs being carried out under this MOU.

ARTICLE VII
Length of Term

1. This MOU shall enter into force upon signature by both Parties and shall remain in force for five years. It may be extended by written agreement of the Parties.
2. This MOU may be amended at any time by written agreement of the Parties.
3. This MOU may be terminated at any time by either Party upon no less than six months' written notice to the other Party of its intent to terminate.
4. Termination of this MOU shall not affect the completion of any cooperation undertaken pursuant to this MOU already in progress at the time of termination.

DONE at Washington, in duplicate, this twenty fourth day of March 1999, in the English and Russian languages, each text being equally authentic.

FOR THE DEPARTMENT OF
ENERGY OF THE
UNITED STATES OF AMERICA:



FOR THE RUSSIAN ACADEMY
OF SCIENCES:



ANNEX
Areas of Possible Cooperation

Accelerator Science and Technology

Atomic and Molecular Physics

Materials Research

Biological Sciences

Environmental Sciences

Environmental Restoration and Radioactive Waste Management Sciences

Radiation Safety and Biological Effects Research

Other areas of research as mutually agreed