

AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE RUSSIAN FEDERATION  
ON SCIENTIFIC AND TECHNICAL COOPERATION  
IN THE FIELD OF FUELS AND ENERGY

The Government of the United States of America and the Government of the Russian Federation (hereinafter referred to as "the Parties"):

Attaching great importance to the problem of satisfying growing energy demands, while reducing adverse environmental impacts in both countries as well as in other countries of the world;

Taking into account the importance of further improving the energy efficiency of both economies;

Desiring to solve these problems through the development and application of fuels and energy technologies as well as utilization of conventional and renewable energy resources on a highly efficient and environmentally sound basis;

Noting with satisfaction the successful results of previous cooperation between the Parties in energy related fields;

Wishing to maintain stable and long-term cooperation in the field of fuels and energy for the benefit of both countries and in the interest of their peoples and of all mankind;

Have agreed as follows:

## ARTICLE I

The purpose of this Agreement is to provide a framework for development of cooperation by the Parties in the areas described in Article II. This cooperation shall be carried out by engaging in the joint activities identified in Article III, and shall be on the basis of mutual benefit, equality, and reciprocity.

## ARTICLE II

1. Cooperation shall be concentrated in one or more of the following areas:

### A. Energy Data Exchange:

Development and exchange of statistical data on energy resources, reserves, production, processing, transportation, utilization and bibliographical information on energy policy and investment determinations.

### B. Energy and Ecology:

Development of short- and long-term forecasts of energy development in the Russian Federation, the United States of America and the world, including analysis and formulation of recommendations on reduction of ecological consequences of fuels and energy production and utilization.

C. Fossil Energy Sources:

Energy technology assessments, technology research and development, and the formulation of technology strategies aimed at exploring, transporting, recovering, converting and/or utilizing fossil fuels: oil and natural gas (on shore and offshore), coal and shale in a clean, efficient and cost effective manner.

D. Electric Power:

Research and development aimed at improving electric energy production, transmission, conversion, distribution, and utilization technologies.

E. Energy Conservation and End-Use Efficiency:

Formulation of strategies and research and development projects directed toward reducing demand for energy resources and improving the efficiency and fuel flexibility of energy use in buildings, transportation, and industry and in community-based energy systems, through site-specific analysis of energy use, development of energy use models, technology assessments, and exchange of information on standards and rates of energy consumption.

F. Renewable Energy Sources:

Development, analysis, and monitoring of research and development projects directed toward renewable and alternative energy resource and conversion technologies and potential

applications to meet energy demand. Resources of major interest include wind, solar, hydro-power (including mini/micro hydro), geothermal energy and biomass.

2. Cooperation in each of these areas, as well as other areas not identified above, shall be agreed upon by the Parties in separate memoranda of cooperation.

### ARTICLE III

1. Cooperation under this Agreement may include the following joint activities:

A. Seminars, conferences, bilateral consultations and other meetings on topics of mutual interest in the fields identified in Article II of this Agreement. Meetings normally shall be held alternately in the United States and in the Russian Federation, unless otherwise agreed.

B. Exchanges of technical experts, scientists, engineers, and other specialists for participation in agreed technology assessments, research and development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices, and other facilities.

C. Regular exchanges of current information on energy policy and investment on non-nuclear energy developments, energy data, scientific and technical information, and results and methods of research and development.

D. Collection, evaluation and analysis of energy information or data, and dissemination of such information or data through joint reports, studies, data compilations and periodicals.

E. Exchanges of samples, materials, instruments and components for testing in accordance with written agreements.

F. Joint projects of mutual benefit in the areas defined in Article II to be agreed upon by the Parties, provided that development projects shall not include commercial demonstrations. Each such joint project shall be the subject of a separate written arrangement pursuant to Article V of this Agreement.

G. Actions to facilitate cooperation between private sectors and energy-related organizations in the United States of America and the Russian Federation. It is expressly understood that such actions may not include direct capital investments by the Parties, which is the function of the private sector and is beyond the scope of this Agreement.

H. Actions to promote realization of the principles expressed in the European Energy Charter.

2. Other specific forms of cooperation must be covered by separate written memoranda of cooperation.

#### ARTICLE IV

Cooperation under this Agreement shall be subject to national laws and regulations of each Party and shall be subject to the availability of funds and personnel.

#### ARTICLE V

In furtherance of the aims of this Agreement, the Parties shall, as appropriate, encourage, facilitate and monitor the development of cooperation and direct contacts between interested organizations, enterprises, and institutions of the two countries in the areas of cooperation delineated under Article II, including the conclusion, where mutually agreed, of implementing arrangements for carrying out cooperative activities.

ARTICLE VI

1. To coordinate activity under this Agreement and its implementation, there shall be established a U.S.-Russian Joint Committee on cooperation in fuels and energy development. Committee meetings shall be convened once a year, alternately in the United States and the Russian Federation, unless otherwise agreed.
2. The United States Department of Energy and the Ministry of Fuel and Energy of the Russian Federation 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.
3. The Joint Committee shall take such action as is necessary for effective implementation of this Agreement including, but not limited to, agreements to specific programs of cooperation proposed through the applicable implementing memoranda of cooperation; designation of participating organizations, enterprises and institutions responsible for carrying out cooperative activities; and making recommendations, as appropriate, to the Parties.

#### ARTICLE VII

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

#### ARTICLE VIII

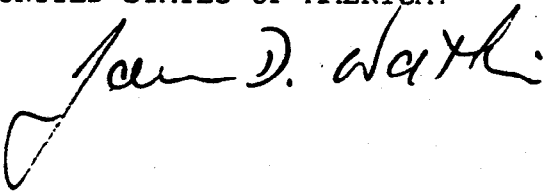
1. This Agreement shall enter into force upon its date of signature and shall remain in force for five years. It may be extended for additional five year periods by written agreement of the Parties. It may be amended by agreement of the Parties.
2. The Agreement may be terminated by either Party upon six-months' written notice.
3. Termination of this Agreement will not affect the implementation of any cooperative activity undertaken pursuant to the Agreement and not fully executed before termination occurs.



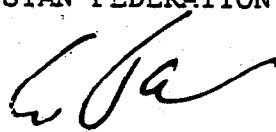
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington, in duplicate, this seventeenth day of June 1992, in the English and Russian languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

A handwritten signature in cursive script, appearing to read "James D. Watkins".

FOR THE GOVERNMENT OF THE  
RUSSIAN FEDERATION:

A handwritten signature in cursive script, appearing to be a stylized name.

## ANNEX

### INTELLECTUAL PROPERTY

Pursuant to Article VII 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 to 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 discussion 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 the UNCITRAL shall govern.

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

## 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 and 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 or scientist named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards, including royalties, in accordance with the policies of the host institution.

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. When allocating rights, the economic, scientific and technological contributions of each Party in creating intellectual property are taken into consideration. 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 II(B)(1). In addition, each person named as an inventor shall be entitled to national treatment with regard to awards, bonuses, benefits or any other rewards, including royalties, in accordance with the policies of the participating institutions.

(b) Notwithstanding paragraph II(B)(2)(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 national treatment with regard to awards, bonuses, benefits or any other rewards, including royalties, in accordance with the policies of the participating institutions as provided in paragraph II(B)(2)(a).

### 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.