

**AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
AND
THE RUSSIAN FEDERATION MINISTRY OF ATOMIC ENERGY
FOR A PROGRAM OF
COLLABORATION ON THE
SUPERCONDUCTING SUPER COLLIDER**

The United States Department of Energy (DOE) and the Russian Federation Ministry of Atomic Energy (MINATOM), hereinafter referred to as the "Parties":

Convinced of the necessity to develop the experimental base of high energy physics for the progress of technology and fundamental science;

Noting the long and successful program of cooperation between the Parties in the field of research in the fundamental properties of matter;

Acknowledging that both countries are realizing large-scale national projects for high energy accelerator facilities and have the appropriate intellectual and technical resources for such endeavors;

Recognizing the desire and mutual interest of both Parties for cooperation in the realization of the Superconducting Super Collider (SSC), to be constructed in Texas, United States of America, as an international laboratory with unique scientific potential;

Recognizing also the desire and mutual interest of both Parties for long-term exchanges of specialists and the possibility for participation in scientific experimentation at the SSC facility; and

Noting that DOE's SSC Laboratory has arranged for the manufacturing in the Russian Federation of some components and equipment for the SSC and that Russian and American scientists are collaborating on detector designs for the SSC;

Have agreed as follows:

Article I

Objective

The objective of this Agreement is to establish an arrangement for cooperation between DOE and MINATOM that shall advance the construction of the SSC and ensure the full exploitation of its scientific capabilities.

Article II

The Superconducting Super Collider

The Superconducting Super Collider (SSC) is an accelerator complex and laboratory located in Ellis County, Texas, which DOE is constructing and shall operate through its management and operating contractor, Universities Research Association, Inc. The SSC shall provide access to interactions at a luminosity of $10^{33} \text{cm}^{-2} \text{sec}^{-1}$ of two colliding proton beams, each at an energy of 20 TeV, at interaction regions in the Collider ring to support physics research into the fundamental nature of matter and energy. The accelerator complex shall consist of five cascaded accelerators including a 600 MeV linear accelerator; an 11 GeV Low Energy Booster (LEB) synchrotron; a 200 GeV Medium Energy Booster (MEB) synchrotron; a 2 TeV High Energy Booster (HEB) synchrotron; and the Collider itself, which is two synchrotrons located in a common tunnel. Detectors are to be located in underground experimental halls at four primary interaction points. The SSC Laboratory shall include the accelerator complex and offices, laboratories, work space, and technical support facilities for an estimated staff of 2,200 and 500 visiting scientists from throughout the world.

Article III

Program of Cooperation

1. The Parties shall cooperate in activities related to the design, development, construction, operation, and utilization of the SSC accelerator complex and related detectors as provided in this Agreement. Such activities may include:
 - a. exchanges of information, scientists, and engineers;
 - b. joint investigations and design of engineering systems;
 - c. joint workshops and technical reviews;
 - d. joint experimental projects to support the design, construction, operation, and enhancement of the SSC accelerator complex;

- e. joint experimental projects, including joint cooperation on the design, development, construction, operation, and enhancement of detectors for the SSC program; and
- f. joint cooperative projects in theoretical and computational aspects of the SSC program.

2. The Parties shall cooperate in establishing other joint cooperative projects, such as educational exchanges, relating to and in support of the SSC. The terms and conditions for such joint cooperative projects under this Agreement shall be set forth in Annexes to this Agreement. The Parties may jointly finance such joint cooperative projects.

Article IV Interlaboratory Cooperation

1. In recognition of the capabilities of a number of Russian institutes to provide design, development, and fabrication of certain components for the SSC, DOE's SSC Laboratory has entered into interlaboratory collaborative agreements with respect to their contribution to the SSC. In particular, collaborative agreements have been entered into with the Institute for Nuclear Physics (INP) of the Russian Academy of Sciences; the D. V. Efremov Scientific Research Institute of Electrophysical Apparatus; the Institute of High Energy Physics in Protvino (IHEP); and the Moscow Radio Technical Institute. It is expected that other interlaboratory collaborative agreements shall be entered into with other institutes of the Russian Federation, and with the Joint Institute of Nuclear Research (JINR) in Dubna, the international center situated in Russia.
2. In addition to the above mentioned interlaboratory collaborative agreements, the SSC Laboratory shall notify MINATOM of any procurement for supply of equipment for the accelerator. Such procurements shall be conducted on a competitive basis consistent with U.S. laws and regulations.

Article V

Coordination and Management

1.
 - a. The Parties shall establish a Joint Coordinating Committee for the implementation of this Agreement.
 - b. Each Party shall designate six members to serve on the Joint Coordinating Committee. The Parties may increase the membership of the Joint Coordinating Committee by mutual agreement. DOE and MINATOM shall co-chair the meetings of the Joint Coordinating Committee.
 - c. The Joint Coordinating Committee shall prepare and agree upon the program of work for each calendar year consistent with the overall schedule of the SSC.
 - d. The Joint Coordinating Committee shall designate a working group which shall discuss the interlaboratory agreements to be signed by the SSC Laboratory and Russian institutions.
 - e. The Joint Coordinating Committee may develop specific joint activities and programs to further the development of cooperation between the Parties on the SSC consistent with the Agreement.
 - f. The Joint Coordinating Committee may assist in arranging collaboration between or among relevant organizations in the respective countries in accordance with national laws and regulations of the Parties.
 - g. The Joint Coordinating Committee shall meet at least once a year unless agreed otherwise, usually at the SSC Laboratory. Times and places for meetings shall be agreed in advance and confirmed in writing by the Parties.
2. The Parties note that there are Russian scientists on various SSC Laboratory Committees including: Scientific Policy Committee (SPC), Program Advisory Committee (PAC), and Machine Advisory Committee (MAC). The Parties encourage this practice.
3. The Parties envision that an international council shall eventually be established, with Russian participation, pursuant to one or more international agreements, to serve as an advisory body to DOE for SSC activities and operation of SSC and on the broad directions of SSC scientific program.
4. The Parties agree to provide practical support to the SSC Laboratory and Russian institutes and organizations performing activities in support of the SSC.

Article VI
Personnel Assignments

1. Whenever a personnel assignment is contemplated under this Agreement, each Party shall select qualified scientific and technical staff for assignment to the other Party.
2. Each such personnel assignment may be the subject of a separate exchange arrangement between participating institutions, consistent with this Agreement.
3. Each Party shall be responsible for the regular salary of its staff and for travel to and from the receiving country as part of an approved exchange unless otherwise agreed in writing by the Parties. Local travel, living expenses, allowances, and medical coverage and insurance shall be paid by the receiving Party.
4. DOE shall ensure that the SSC Laboratory provides appropriate working arrangements and accommodations for Russian scientists and engineers visiting or assigned under this Agreement in order for them to carry out activities under this Agreement. MINATOM shall ensure that Russian institutions provide office space, telephone service, a translator, transportation to and from the work site, and other appropriate working arrangements and accommodations for visiting U.S. scientists and engineers in order for them to carry out activities under this Agreement. The Parties may assign by mutual agreement, scientists and engineers from Russian high energy physics institutes and other appropriate agencies to work at the SSC Laboratory and/or the DOE Project Office, and specialists, scientists and engineers from the U.S. to work at Russian high energy physics institutes.
5. The host establishment shall arrange for appropriate accommodations for personnel of the sending Party, and their families, on a mutually agreeable basis.
6. Each Party shall make its best efforts to provide or facilitate all necessary assistance to the assigned personnel, and their families, with respect to administrative formalities, such as travel arrangements and immigration services.
7. The attached staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment.

Article VII

Provision For the Exchange of Components and Equipment

Unless otherwise agreed in writing, in the event components or equipment are to be exchanged or provided by one Party to the other Party under the provisions of Article III, the following provisions shall apply covering the shipment and use of the components or equipment.

1. The Parties shall agree on a detailed list of the components or equipment to be provided or exchanged for scientific purposes together with the necessary specifications and technical documentation for operation and maintenance of the components or equipment.
2. The host establishment shall provide the necessary premises and shelter for the components and equipment of the sending Party. Utilities, such as electric power, water, and gas, shall be supplied as agreed by the participating institutions in advance of the exchange.
3. The sending Party shall pay for expenses, safekeeping, and insurance during the transport of the components or equipment from the original location in the country of the sending Party to the agreed upon place of entry in the country of the receiving Party. If the sending Party elects to have the components or equipment to which it holds title returned, it must be so specified in writing in advance of the exchange and the sending Party shall pay for the expenses, safekeeping, and insurance during the transport of the components or equipment from the original point of entry in the country of the receiving Party to the country of the sending Party.
4. The receiving Party shall pay for expenses, safekeeping, and insurance during the transport of the components or equipment from the agreed upon place of entry in the country of the receiving Party to the final destination in the country of the receiving Party. If the sending Party elects to have components or equipment to which it holds title returned, the receiving Party shall pay for expense, safekeeping, and insurance during the transport of the components or equipment from the final destination in the country of the receiving Party to the original point of entry in the country of the receiving Party.

Article VIII

Intellectual Property

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant Annexes. The Parties agree to notify one another in a timely fashion of any forms of intellectual property arising under this Agreement, and relevant Annexes, and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Article.

1. Scope

- a. This Article shall be applicable to all collaborative activities undertaken pursuant to this Agreement and relevant Annexes, except as otherwise specifically agreed by the Parties or their designees.
- b. For purposes of this Agreement and relevant Annexes, "intellectual property" shall have the meaning found in Article 2.VIII of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.
- c. This Article addresses the allocation of rights and interests between the Parties under this Agreement and relevant Annexes. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Article by obtaining those rights from its own participants through contracts or other legal means, if necessary for the implementation of this Agreement or relevant Annexes. This Article does not otherwise alter or prejudice the allocation between a Party and its participants, which shall be determined by that Party's laws and practices.
- d. Disputes concerning intellectual property arising under this Agreement and relevant Annexes 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 Article.

2. 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 and relevant Annexes. 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 Paragraph 2.a above, shall be allocated as follows:
 - (1)
 - (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 shall be determined in a fair and equitable manner at the time the intellectual property arises. If the research is not designated by the Parties as "joint research", it shall be treated as research performed under subparagraph (2) of this paragraph b.
 - (b) Notwithstanding subparagraph (1) (a) of this paragraph b, if a type of intellectual property is protected under the laws of one Party but not the other Party, unless other allocation arrangements are agreed upon by both Parties, the Party whose laws provide for protection shall be entitled to all rights and interests in the Party's own territory and in third countries.
 - (2) Researchers 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 national treatment with regard to awards, bonuses, benefits, or any other rewards, in accordance with the policies of the host institution.

- (3) (a) For intellectual property arising as a result 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, the allocation of rights shall be determined at the time the intellectual property arises in a fair and equitable manner.
 - (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.

3. Business confidential information

In the event that information identified in a timely fashion as business confidential is furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information shall 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.

Article IX

Visas, Customs, Duties

1. Each Party shall take all necessary measures to facilitate the issuance of appropriate visas to all personnel of the other Party assigned to its facilities in accordance with this Agreement.
2. Each Party shall take all necessary measures to ensure that all components and equipment provided by the other Party enters into its country free of any duty and in as expeditious a manner as possible. Any applicable duty on components and equipment contributed to the SSC shall be the responsibility of DOE.

Article X

General Provisions

1. Activities under this Agreement, including its Annexes, are subject to the applicable national laws and regulations of the Parties, including those related to technology transfers.
2. Activities under this Agreement, including any provision of financial resources, shall be subject to the availability of appropriated funds.

Article XI

Disputes

Except as provided in Article VIII (1) (d), disputes relating to the interpretation or application of this Agreement shall be submitted to the Joint Coordinating Committee for resolution. Any issues that remain unresolved by the Joint Coordinating Committee shall be settled through consultation by the Parties.

Article XII

Liability

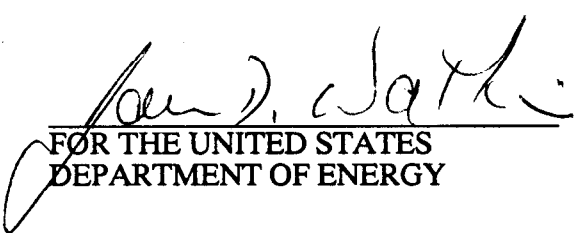
Damages incurred in either the United States or the Russian Federation in the course of or arising out of the implementation of this Agreement and its Annexes shall be compensated to the extent permitted by and in accordance with applicable domestic laws and regulations of the country where the damages were incurred.

Article XIII

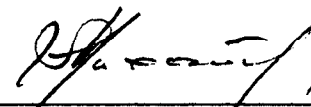
Duration

1. This Agreement shall enter into force upon signature of the Parties and shall remain in force for 10 years. It may be extended for additional 5-year periods by written agreement of the Parties following joint review at the end of each 5-year period.
2. This Agreement and its Annexes may be amended by written agreement of the Parties.
3. All joint activities and experiments not completed at the expiration or termination of this Agreement may be continued upon written agreement of the Parties, until their completion.
4. Either Party may terminate this Agreement on 6-months' written notice.

DONE at Washington, D.C. this 6th day of January 199³~~2~~, in duplicate,
in the English and Russian languages, both texts being equally authentic.



FOR THE UNITED STATES
DEPARTMENT OF ENERGY

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FOR THE MINISTRY OF ATOMIC ENERGY
OF THE RUSSIAN FEDERATION