

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF UKRAINE
CONCERNING
THE INTERNATIONAL RADIOECOLOGY LABORATORY OF
THE INTERNATIONAL CHORNOBYL CENTER ON NUCLEAR
SAFETY, RADIOACTIVE WASTE AND RADIOECOLOGY**

The Government of the United States of America and the Government of Ukraine (hereinafter referred to as the "Parties");

Recognizing the need to understand the radiological, ecological, and health impacts of radioactive contamination of the environment caused by the 1986 accident at the Chornobyl Nuclear Power Plant;

Acting within the framework of the Agreement between the Government of the United States of America and the Government of Ukraine Regarding Humanitarian and Technical Economic Cooperation, signed May 7, 1992 (hereinafter the "1992 Agreement");

Noting the Agreement between the Government of the United States of America and the Government of Ukraine on Science and Technology Cooperation, signed March 4, 1994 (hereinafter the "1994 Agreement");

Noting the Memorandum of Understanding between the Government of the United States of America and the Government of Ukraine on Participation in and Support of the Activities of the International Chornobyl Center on Nuclear Safety, Radioactive Waste and Radioecology, signed April 26, 1996; and

Recognizing the desirability of establishing an international radioecology laboratory inside the Chornobyl Exclusion Zone, to expand and complement the scientific research activities being conducted at the International Chornobyl Center on Nuclear Safety, Radioactive Waste and Radioecology ("ICC") and its branch in Slavutych, Ukraine (Slavutych Laboratory of International Research and Technology);

Have agreed as follows:

ARTICLE 1 SCOPE AND OBJECTIVE

1. The objective of this Agreement is to establish the scope of cooperation between the Parties in the conduct of field-oriented research and state-of-the-art analysis on a year-round basis at a laboratory to be called the International Radioecology Laboratory ("IRL") in the Chernobyl Exclusion Zone, Ukraine, in the areas of dosimetry, radionuclide concentrations and the biological effects of radioactive contamination.
2. Joint activities under this Agreement shall be carried out subject to the 1992 Agreement. Cooperation between the Parties shall be conducted on the basis of equality, reciprocity, and mutual benefit.

ARTICLE 2 FORMS OF COOPERATION

1. The Parties shall encourage cooperation between their respective laboratories and contractors through exchanges of scientific and technical information; exchanges of scientists and technical experts; the conduct of joint scientific research; the convening of and participation in seminars, symposia and other events; training of scientists and technical experts; and other forms of scientific and technical cooperation as may be mutually agreed upon.
2. The Parties shall facilitate — in an appropriate manner and within the framework of the international obligations, national laws, and regulations of the Parties' states — contacts and cooperation between universities, research centers, institutions, private sector firms and other entities, to foster collaborative research efforts in the areas of health, environmental risk, transport dynamics, human and environmental dose/response relationships, and mechanisms of biological uptake of radionuclides in the environment.
3. The Parties shall encourage the widest possible dissemination of research results and related information, in accordance with the applicable international obligations, national laws and regulations of the Parties' states.

ARTICLE 3 EXECUTIVE AGENTS

1. For the coordination and implementation of this Agreement the Parties designate Executive Agents, which shall be responsible for the execution of the Agreement's provisions, including the provision of premises and utilities (by the Ukrainian side) and the provision of necessary equipment (by the U.S. side). The Executive Agents shall jointly agree on the premises and equipment to be provided for the IRL.
2. The Government of Ukraine designates as its Executive Agent the Ministry of Ukraine of Emergencies and Affairs of Population Protection From the Consequences of Chernobyl Catastrophe. The Government of the United States of America designates as its Executive Agent the U.S. Department of Energy.

ARTICLE 4 AREAS OF COOPERATION

Pursuant to this Agreement, the areas of cooperation under this Agreement may include, but are not limited to, the following:

1. Development of concepts and principles for assessing environmental safety and human health in zones of radioactive contamination;
2. Development of radiocological assessment techniques to assist in the effective management of ecological and biological resources in zones of radioactive contamination;
3. Assessment of the effectiveness and efficiency of cleanup and environmental restoration methods in zones of radioactive contamination;
4. Assessment of the effects of internally deposited radionuclides, external radiation dose, and exposure to other associated environmental factors on the genetics, physiology, and biochemistry of organisms in radioactively contaminated zones;
5. Assessment of the differential mobility of various radionuclides in the food web and through biogeochemical pathways;
6. Provision of information needed to estimate health and environmental risk associated with various activities in radioactively contaminated zones;
7. Issuance of cartographic products with data on biological resources, zones and levels of radionuclide contamination and land-use in the Chernobyl Exclusion Zone;
8. Provision of information needed to identify safety enhancement and preventive measures necessary for maximally effective coordination of efforts in the event of possible releases of radioactive substances into the environment; and
9. Such other similar activities as the Executive Agents may agree in writing.

ARTICLE 5 MANAGEMENT

1. The Executive Agents shall establish a Joint Committee, consisting of representatives from each Party, and representation from the ICC, to supervise activities under this Agreement. The activities of the Joint Committee shall be governed by procedures approved by the Executive Agents.
2. In conducting its activities, the IRL shall cooperate with the Slavutych Laboratory of International Research and Technology, the Chernobyl Scientific Technical Center for International Research and other laboratories, and shall support the activities and work in conjunction with the ICC.

ARTICLE 6 PROJECT AGREEMENTS

1. Cooperative activities under this Agreement may be undertaken by the Executive Agents or, as appropriate, laboratories or contractors of the Executive Agents. Each such cooperative activity which may involve the sharing of costs or which may give rise to intellectual property shall be set forth in a Project Agreement which shall be subject to the terms of this Agreement.
2. Each Project Agreement shall include detailed provisions for conducting and managing the cooperation, and shall cover such matters as a work plan, staffing requirements, funding sources, and any undertakings, obligations, or conditions necessary to the proposed activity.

ARTICLE 7

ASSIGNMENT OF PERSONNEL OR EXCHANGE OF SPECIALISTS

1. In order to meet objectives of this Agreement, each Executive Agent shall make best efforts to ensure that personnel to work on activities under this Agreement or to be exchanged with the other Party under this Agreement have the necessary qualifications and competence to accomplish the objectives envisioned by this Agreement.
2. Each assignment or exchange of personnel must be agreed in writing.
3. Each Executive Agent shall be responsible for salaries, insurance, travel expenses, and allowances to be paid to its personnel.
4. Each Executive Agent shall provide assistance to the personnel from the other Executive Agent (including family members when appropriate) in matters such as lodging and administrative formalities related to the trips on a mutually acceptable and reciprocal basis.
5. The staff of each Executive Agent and its contractors shall conform to the general rules of work and safety regulations in force at the host establishment.

ARTICLE 8

PROVISION OF EQUIPMENT

1. By mutual agreement, an Executive Agent may provide equipment to be utilized at the IRL. In such cases, the sending Executive Agent shall provide to the other Executive Agent and to the IRL, as soon as possible, a detailed list of the equipment to be provided together with the relevant specifications and appropriate technical informational documentation related to the use, maintenance, and repair of the equipment.
2. Title to the equipment and necessary spare parts supplied by the sending Executive Agent for use at the IRL shall remain in the sending Executive Agent, and the property shall be returned to the sending Executive Agent upon completion of the joint activity, unless otherwise agreed in writing.
3. The responsibility and expenses for the transport of equipment from the United States by plane or ship to an authorized port of entry in Ukraine convenient to the IRL, and also the responsibility for its safekeeping and insurance en route shall rest with the Department of Energy of the United States of America.

ARTICLE 9

SECURITY OBLIGATIONS

The Parties agree that no sensitive information or equipment — requiring protection in the interests of national security or foreign relations of either Party and classified in accordance with the applicable national laws and regulations — may be provided — under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities undertaken under this Agreement, it will be brought promptly to the attention of the appropriate officials and the Parties will consult concerning the need for and level of appropriate protection to be accorded such information or equipment.

ARTICLE 10
INTELLECTUAL PROPERTY; SENSITIVE BUSINESS INFORMATION

1. Scientific and technological information resulting from cooperation under this Agreement, other than sensitive business information, as defined in Annex I, Section III, shall be made available to the world scientific community, unless otherwise provided by applicable legislation of the Parties' states.
2. The protection and allocation of intellectual property and the use of sensitive business information obtained in the course of cooperative activities under this Agreement shall be governed by Annex I to this Agreement, which is attached hereto and constitutes an integral part hereof.

ARTICLE 11
GENERAL PROVISIONS

1. Unless otherwise agreed by the Executive Agents in writing, all expenses resulting from cooperative activities under this Agreement shall be the responsibility of the Executive Agent that initiates these expenses.
2. Each Executive Agent shall conduct the activities provided for in this Agreement in accordance with the applicable laws and regulations of its State, and shall provide resources subject to the availability of appropriated funds and personnel.
3. Any disputes arising over the interpretation or application of the provisions of this Agreement shall be resolved by the Parties through consultations and negotiations.
4. The Parties understand that continued operation of the IRL will be contingent on the availability of adequate funding.
5. Each Party shall undertake, in accordance with international obligations and national laws and regulations of its State, to facilitate entry into and exit from its territory by persons engaged in activities under this Agreement, and also to facilitate the passage of materials and equipment required for joint activities without imposition of duties or taxes.
6. Each Party, consistent with the national laws and regulations of its states, shall ensure opportunity for contact with officials of the other Party, including travel to other geographical areas, visits to relevant facilities, access to relevant data and materials, and arrangement of contacts with individual scientists, specialists, and researchers of both sides.

ARTICLE 12
DURATION, MODIFICATION, AND TERMINATION

1. This Agreement shall enter into force upon signature and shall remain in force for five (5) years, 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. This Agreement may be modified or extended by written agreement of the Parties.

3. Either Party may terminate this Agreement upon six (6) months' written notice to the other Party. The termination of this Agreement shall not affect the completion of activities initiated but not completed during its term.

Done at Kyiv this twenty-second day of July, 1998, in duplicate, in the English and Ukrainian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

Steven K. Pfe

FOR THE GOVERNMENT OF
UKRAINE:

[Signature]

ANNEX INTELLECTUAL PROPERTY

Pursuant to Article 10 of this Agreement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant Project Agreements. The Executive Agents shall 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 in writing.
- 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 and interests 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 Parties' States' 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 Executive Agents 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. Researchers from one Party's State visiting the other Party's State, 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 or author shall be entitled to awards, bonuses, benefits or any other rewards in accordance with the policies of the host institution.

2. (a) For intellectual property created during joint research (including joint research projects pursuant to the project agreements carried out by means of visits of participating personnel), for example, when the Executive Agents, 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 project agreements. If research is not designated as "joint research" in the relevant project agreement, rights to intellectual property arising from the research will be allocated in accordance with Section II (B)(1). In addition, each person named as an inventor or author shall be entitled to awards, bonuses, benefits, or other rewards in accordance with the policies of the participating institutions.

(b) Notwithstanding paragraph II(B)(2)(a) above, 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 or authors of the property shall nonetheless be entitled to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institution of the Party obtaining rights.

III. SENSITIVE BUSINESS INFORMATION

In the context of this Agreement, information may be identified as sensitive business information, if a person having the information may derive a competitive advantage over those that 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.

In the event that information furnished or created under this Agreement is identified by the Executive Agents or their designees in a timely fashion as sensitive business information, each Executive Agent and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices of its State.

The procedure for the use and distribution of sensitive business information shall be in accordance with the applicable laws of the Parties' States.