

**MEMORANDUM OF COOPERATION
IN THE FIELD OF RESEARCH ON
FUNDAMENTAL PROPERTIES OF MATTER
BETWEEN
THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF ATOMIC ENERGY
AND
THE STATE COMMITTEE FOR SCIENCE & TECHNOLOGIES
OF
THE RUSSIAN FEDERATION**

The Department of Energy (DOE) of the United States of America (U.S.) on the one hand, and the Ministry of Atomic Energy (MINATOM) and the State Committee for Science & Technologies (GKNT) of the Russian Federation (R.F.) on the other hand, hereinafter collectively referred to as the "Parties";

Desiring to continue close and long-term cooperation in the field of research on fundamental properties of matter (FPM) established under the Memorandum of Cooperation in the Field of Research in Fundamental Properties of Matter signed by the Parties on July 5, 1991; in accordance with and in implementation of Article 2, paragraph 1 (c), and Article 4 of the agreement between the U.S. and the U.S.S.R. on Scientific and Technical Cooperation in the Field of Peaceful Uses of Atomic Energy, signed on June 1, 1990, hereinafter referred to as the "Peaceful Uses Agreement"; have agreed as follows:

ARTICLE I

The purpose of this Memorandum, hereinafter referred to as the "MOC", is to establish an arrangement for cooperation in the field of theoretical and experimental research of fundamental properties of matter (FPM), particularly, in the field of high energy and nuclear physics, and accelerator facilities for high energy and nuclear physics research on the basis of mutual benefit, equality and full reciprocity.

ARTICLE II

1. For the implementation of this MOC, the Joint Coordinating Committee for Research in the Fundamental Properties of Matter (JCC-FPM), established by the Joint U.S.-R.F. Committee on Cooperation in the Peaceful Uses of Atomic

Energy (hereinafter referred to as the Joint Committee), established under Article 6 of the Peaceful Uses Agreement, shall coordinate and review all aspects of the fulfillment of this MOC. It may make recommendations to the Joint Committee concerning the introduction of additions and changes to this MOC.

2. JCC-FPM shall consist of an equal number of representatives from each side. All decisions taken by the JCC-FPM shall be by agreement of the Parties.

3. The JCC-FPM shall develop and propose to the Joint Committee appropriate Implementing Annexes to this MOC within the framework of a cooperative program jointly approved by the Parties.

4. The JCC-FPM shall establish operational procedures and guidelines governing the organization and operation of the JCC-FPM, and may establish procedures for addressing and resolving operational issues arising under this MOC.

5. The JCC-FPM shall present to the Joint Committee, for its review and approval when it meets, a proposed program of cooperation to be implemented during the calendar year following the annual Joint Committee Meeting.

6. The JCC-FPM may arrange specific activities and programs to further cooperation and the development of research in the field of FPM, including exchanges of information, technical experts and equipment.

7. The JCC-FPM may assist in arranging collaboration between or among organizations, subject to respective international obligations and the national laws and regulations of the Parties.

8. The JCC-FPM shall decide on its membership and meeting schedule. Generally, it will be convened once a year unless agreed otherwise, alternately in the United States and the Russian Federation. Times and places for meeting will be agreed in advance.

ARTICLE III

The forms of cooperation under this MOC may include the following:

1. Participation of scientists and specialists of the two parties in research and development in appropriate laboratories of the two parties.

2. Establishment of appropriate working groups for design, planning and execution of joint studies and research and development tasks.

3. Organization of seminars and workshops, and participation in national and international conferences to be held in both countries.

4. Exchanges of appropriate instrumentation, equipment, and materials to carry out projects jointly approved by the Parties.

5. Exchanges of appropriate technical information related to basic research, documentation and results of research.

6. Other forms of cooperation may be added by written agreement of the Parties, including possible collaboration (excluding construction) on new design and R&D on research facilities related to the fields covered.

ARTICLE IV

1. Whenever a personnel exchange is contemplated under this MOC, each Party shall ensure the selection of scientific/technical staff with the skills and competence necessary to conduct agreed-upon joint activities.

2. Each such exchange may be the subject of a separate exchange arrangement between the participating institutions.

3. Each Party shall be responsible for the salaries of its staff, and for travel to and from the receiving country as part of an approved program of exchange. Living expenses, allowances and insurance also shall be paid by the sending Party unless otherwise agreed in writing in advance of the exchange.

4. The host establishment shall arrange for appropriate accommodations for staff of the sending party, and their families, on a mutually agreeable, reciprocal basis.

5. Each Party shall provide all necessary assistance to the assigned staff (and their families) as regards administrative formalities, such as travel arrangements and visa services.

6. 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, or as agreed in a separate personnel exchange agreement.

ARTICLE V

Each Party agrees that, unless otherwise agreed in writing, in the event equipment is to be exchanged or supplied by one Party to the other Party, the following provisions shall apply covering the shipment and use of the equipment.

1. The sending Party shall supply a detailed list of the equipment to be provided together with the necessary specifications and technical documentation for operation and maintenance of the equipment.

2. The equipment, spare parts, and documentation shall be supplied by the sending Party subject to its laws, including the provisions concerning export-supplied items, and shall remain the property of the sending Party and shall be returned to the sending Party upon completion of the agreed-upon activity unless otherwise agreed.

3. The host establishment shall provide the necessary premises and shelter for equipment of the sending Party necessary to an exchange program. Utilities such as electric power, water, and gas, shall be supplied as separately agreed by the participating institutions in advance of the exchange program.

4. Responsibility for expenses, safekeeping and insurance during the transport of the equipment from the original location in the country of the sending Party to the point of entry in the country of the receiving Party shall rest with the sending Party. If the sending Party elects to have the equipment returned, it shall be responsible for the expenses, safekeeping and insurance during the transport of the equipment from the original point of entry in the country of the receiving Party to the country of the sending Party.

5. Responsibility for expenses, safekeeping and insurance during the transport of the equipment from the point of entry in the country of the receiving Party to the final destination in the country of the receiving Party shall rest with the receiving Party. If the sending Party elects to have the equipment returned, the receiving Party shall be responsible for expenses, safekeeping, and insurance during the transport of the 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 VI

1. Cooperation under this MOC shall be conducted in accordance with the respective international obligations, national laws and regulations of the Parties, and on the basis of the fullest possible reciprocity in terms of equal access to facilities, information and personnel on both sides.

2. Any questions of interpretation relating to this MOC that arise during the period it is in force shall be resolved by agreement of the Parties.

3. Compensation for damages incurred during implementation of this MOC shall be made to the extent permitted by the laws in force of the countries of the Parties.

4. Except when otherwise mutually agreed in writing, all costs resulting from cooperation under this MOC shall be borne by the Party that incurs them. The Parties shall carry out their obligations under this MOC subject to the availability of appropriated funds.

ARTICLE VII

Provisions for the protection and allocation of intellectual property set forth in the Annex to the Peaceful Uses Agreement are hereby incorporated by reference in this MOC and shall apply to all activities carried out under this MOC.

ARTICLE VIII

1. This MOC shall enter into force upon signature, shall remain in force for five years, and may be extended for additional five-year terms by written agreement of the Parties following joint review of the implementation of this MOC at the end of each five-year period.

2. Either Party may terminate this MOC on six months' written notice.

3. All joint activities and experiments being conducted when the effective period of this MOC ends may, upon the agreement of the Parties, be continued to their conclusion in accordance with the terms of this MOC.

4. This MOC replaces the MOC signed on July 5, 1991, which shall terminate on the date this MOC enters into force, and all forms of cooperation initiated under the MOC of July 5, 1991, and ongoing on the date this MOC enters into force shall be continued hereunder.

DONE at Washington, D.C., this seventh day of February, 1997, in duplicate in the English and Russian Languages, both texts being equally authentic.

**For the Department of
Energy of the United States
of America:**

**For the Ministry of Atomic
Energy of the Russian
Federation:**

**For the State Committee of the
Russian Federation for Science
and Technologies:**

Charles B. Curtis 2/7/97

