

**No. 50339\***

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**United States of America  
and  
Russian Federation**

**Memorandum of Understanding on basic scientific research cooperation between the National Science Foundation of the United States of America and the Russian Foundation for Basic Research (with annexes). Washington, 7 February 1997**

**Entry into force:** *7 February 1997 by signature, in accordance with article IV*

**Authentic texts:** *English and Russian*

**Registration with the Secretariat of the United Nations:** *United States of America, 29 January 2013*

\*No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.

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**États-Unis d'Amérique  
et  
Fédération de Russie**

**Mémorandum d'accord relatif à la coopération en matière de recherche scientifique fondamentale entre la National Science Foundation des États-Unis d'Amérique et la Fondation russe pour la recherche fondamentale (avec annexes). Washington, 7 février 1997**

**Entrée en vigueur :** *7 février 1997 par signature, conformément à l'article IV*

**Textes authentiques :** *anglais et russe*

**Enregistrement auprès du Secrétariat des Nations Unies :** *États-Unis d'Amérique, 29 janvier 2013*

\* Numéro de volume RTNU n'a pas encore été établie pour ce dossier. Les textes reproduits ci-dessous, s'ils sont disponibles, sont les textes authentiques de l'accord/pièce jointe d'action tel que soumises pour l'enregistrement et publication au Secrétariat. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Les traductions, s'ils sont inclus, ne sont pas en form finale et sont fournies uniquement à titre d'information.

[ ENGLISH TEXT – TEXTE ANGLAIS ]

## **SCIENTIFIC COOPERATION**

**Memorandum of Understanding  
Between the  
UNITED STATES OF AMERICA  
and the RUSSIAN FEDERATION**

**Signed at Washington February 7, 1997**



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

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## **RUSSIAN FEDERATION**

### **Scientific Cooperation**

*Memorandum of understanding signed at Washington  
February 7, 1997;  
Entered into force February 7, 1997.*

MEMORANDUM OF UNDERSTANDING  
ON  
BASIC SCIENTIFIC RESEARCH COOPERATION  
BETWEEN  
THE NATIONAL SCIENCE FOUNDATION OF THE UNITED STATES OF  
AMERICA  
AND  
THE RUSSIAN FOUNDATION FOR BASIC RESEARCH

The National Science Foundation of the United States of America and the Russian Foundation for Basic Research, hereinafter referred to as "the Parties,"

Desiring to implement a mutually beneficial program of cooperation in the field of basic scientific research,

Based on the principles of 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,<sup>1</sup> hereinafter referred to as "the Agreement of December 16, 1993,"

Have agreed as follows:

ARTICLE I. PRINCIPLES

1. The objectives of this Memorandum of Understanding (Memorandum) are to encourage and increase cooperation in the basic sciences between researchers and institutions of the two countries; to provide opportunities for the exchange of information, ideas, skills, and techniques; to address problems of common interest; and to utilize facilities and equipment available to both countries for scientific research.

2. The scope of the cooperation shall cover all branches of basic science excluding research in the clinical medical sciences, and business administration.

3. The Program undertaken pursuant to this Memorandum shall encourage and support the exchange of scientists and cooperative scientific activities. The Program shall consist primarily of two program elements: Cooperative Research and Joint Seminars and Workshops. The primary aims of Joint Seminars and Workshops shall be to identify research priorities and develop future joint research projects. Other activities may be added by mutual agreement.

4. Implementation of the Program shall be in accordance with the laws and regulations of the two countries.

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<sup>1</sup> TIAS 12527.

5. Activities conducted by the Parties pursuant to this Memorandum are subject to the availability of funds. Each side shall share in the effort and the cost of each activity within the Program. Precise matching of funds, human resources, or facilities in any given activity is not required.

6. The National Science Foundation shall be responsible for coordinating all American participation under this Memorandum, and the Russian Foundation for Basic Research shall be responsible for coordinating Russian participation. Both Parties shall employ their best efforts to involve universities, research institutions, and other appropriate scientific entities in the activities sponsored under the Program. In general, planning of collaborative activities shall be undertaken on the initiative of interested scientists.

7. Access to results and information derived from an activity under the Program shall be provided through publications in scientific journals or through other existing channels. Intellectual property created or furnished pursuant to this Memorandum shall be protected according to Annex II of the Agreement.

#### ARTICLE II. CONDUCT AND ADMINISTRATION OF THE PROGRAM

Conditions for the conduct and administration of the Program, including responsibilities, procedures, and financial arrangements, are set forth in Annex I to this Memorandum.

#### ARTICLE III. JOINT REVIEW OF THE PROGRAM

Representatives of the Parties shall meet periodically in Washington or Moscow as necessary, to review the results of the activities under this Memorandum, to consider modifications of the Program, to communicate information about new scientific policies within their respective countries, and to exchange information on budgets and other administrative matters.

#### ARTICLE IV. ENTRY INTO FORCE, TERMINATION, AND AMENDMENT

1. This Memorandum shall enter into force upon signature by the Parties, and shall remain in force for five years. It shall be automatically renewed in successive five-year periods unless terminated in accordance with paragraph 2.

2. Either Party may terminate the Memorandum at any time after giving written notice to the other Party at least six months in advance of such termination.

3. In case of termination of the Memorandum, previously approved joint research projects, workshops and seminars shall remain valid until their date of expiration.

4. The Parties may, by mutual consent in writing, amend this Memorandum and the Annexes thereto.

DONE at Washington, DC, in duplicate, this 7th day of February, in the English and Russian languages, each text being equally authentic.

For the National Science Foundation  
of the United States of America:

For the Russian Foundation for  
Basic Research:

Neal Lane

[Signature]

ANNEX I  
IMPLEMENTING ARRANGEMENTS  
FOR  
THE MEMORANDUM OF UNDERSTANDING  
ON  
BASIC RESEARCH COOPERATION  
BETWEEN  
THE NATIONAL SCIENCE FOUNDATION OF THE UNITED STATES OF  
AMERICA  
AND  
THE RUSSIAN FOUNDATION FOR BASIC RESEARCH

SECTION I.

INTRODUCTION

In accordance with Article II of the Memorandum, the Parties agree upon the following conditions for the conduct and administration of the Program.

SECTION II.

CONDUCT OF THE PROGRAM

1. The Parties shall be responsible jointly for direct transaction of matters of Program policy and for the overall coordination of the Program. Each Party shall designate a Program Officer who shall be the principal point of contact for the other Party in the conduct of the business of the Program.

2. For proposals from researchers of their respective sides, the Parties shall receive, evaluate for merit, and ensure conformance with the provisions of this Memorandum. Proposed activities may be incorporated into this Program only upon approval of the Parties.

3. The Parties shall seek to facilitate the granting of visas and other forms of official permission for entry into and exit from their respective national territories of participating individuals, and seek to waive the custom duties on equipment and supplies required to carry out an approved activity according to the laws and regulations of each country.

SECTION III.

ACTIVITIES OF THE PROGRAM

1. Cooperative Research Projects will be designed jointly by interested scientists of both countries. Written proposals will be submitted concurrently to the National Science Foundation and the Russian Foundation for Basic Research



ANNEX II

SECURITY OBLIGATIONS

I. PROTECTION OF INFORMATION

Both Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with the applicable national laws and regulations shall be provided under this Memorandum. 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 pursuant to this Memorandum, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information and equipment and shall, if appropriate, amend this Memorandum to incorporate such measures.

II. TECHNOLOGY TRANSFER

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing arrangements. Export-controlled information shall be marked to identify it as export-controlled and identify any restrictions on further use or transfer.