

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF
AMERICA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION ON
THE EXCHANGE OF TECHNICAL INFORMATION IN THE FIELD OF
NUCLEAR WARHEAD SAFETY AND SECURITY

The Government of the United States of America and the Government of the Russian Federation, hereinafter referred to as the Parties,

NOTING the desire of the Parties to enhance the safe handling of nuclear warheads through the exchange of accumulated experience;

SHARING the confidence that the exchange of experience will make it possible to enhance safety and security in the dismantlement of nuclear warheads;

BELIEVING that an accident or incident involving nuclear warheads could lead to severe consequences; and

REAFFIRMING the commitment of the Parties to the Treaty for Nonproliferation of Nuclear Weapons of July 1, 1968,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

The purpose of this agreement is to increase the safety and security of both nuclear warheads themselves and the materials used in them in both States through the implementation of coordinated procedures for the exchange of technical information between the Parties.

ARTICLE 2

To implement this Agreement the Parties designate as Executive Agents:

for the United States of America: the Department of Energy of the United States of America;

for the Russian Federation: The Ministry of the Russian Federation for Atomic Energy.

ARTICLE 3

1. The Exchange of technical information under this Agreement shall be carried out in the following subject areas:

a) Technology for the enhancement of the safety and security of nuclear warheads and the materials used in them during the dismantlement of nuclear warheads;

b) Technology to enhance the safety, security, and physical protection of nuclear warheads and their components through external means;

c) Technical assessment of open materials relating to information about the design of nuclear warheads, and development of recommendations of criteria for the publication of materials associated with nuclear warheads.

2. Decisions to alter or supplement the subject areas specified in Paragraph 1 of this Article shall be made by agreement of the Parties.

ARTICLE 4

Cooperation under this Agreement will be conducted in the following forms:

a) Exchange of technical information in accordance with agreed procedures;

b) Conduct of mutually coordinated studies, projects, and experiments with subsequent exchange of results in accordance with this Article;

c) Meetings, seminars, conferences, and workshops for the exchange of information on scientific and technical aspects of general and specific topics in the framework of joint studies, projects, and experiments;

d) Other forms of cooperation that are agreed upon by the Executive Agents of the Parties.

ARTICLE 5

1. To implement this Agreement the Executive Agents of the Parties will establish a Steering Committee, consisting of representatives of the United States of America Department of Energy, the United States of America Department of Defense, the Ministry of the Russian Federation for Atomic Energy, and the Ministry of Defense of the Russian Federation.

The Steering Committee will review and approve the Technical Information Exchange Program and other aspects of cooperation under this Agreement and shall take measures for the effective implementation of this Agreement.

2. The Steering Committee shall establish a Coordinating Group, which shall develop proposals for the Technical Information Exchange Program and present them to the Steering Committee for review and approval.

3. All decisions of the Steering Committee as well as decisions of the Coordinating Group shall be made by consensus of their members.

4. The Coordinating Group may establish working groups on the topics of cooperation listed in Article 3 of this Agreement and shall define their functions and procedures for the exchange of

technical information with subsequent confirmation by the Steering Committee in accordance with agreed procedures.

5. The principal participants in this Agreement are:

for the United States of America: the United States of America Department of Energy, the United States of America Department of Defense, and Lawrence Livermore, Los Alamos, and Sandia National Laboratories;

for the Russian Federation: the Ministry of the Russian Federation for Atomic Energy, the Russian Federation Ministry of Defense, the Russian Federal Nuclear Center All-Russian Scientific Research Institute of Experimental Physics, the Russian Federal Nuclear Center All-Russian Scientific Research Institute of Technical Physics, and the All-Russian Scientific Research Institute of Automation.

ARTICLE 6

1. Only unclassified technical information shall be exchanged under this Agreement.
2. The Steering Committee shall develop guidelines for establishing procedures for the transmission of technical information under this Agreement. All information transmitted under this Agreement and procedures for its transmission shall be controlled by the representatives of each Party on the Steering Committee pursuant to these regulations.
3. In order to prevent access to it by people and organizations not participating in the implementation of this Agreement, information transmitted under this Agreement may be considered as sensitive by the Parties. Such information must be clearly designated and marked. The Party transmitting the information shall designate information as sensitive in accordance with its internal laws and regulations. The Party receiving the information shall handle this information as sensitive.
4. Sensitive information shall be handled in accordance with the laws and regulations of the Party receiving the information, where this information shall not be disclosed or transmitted to a third Party having no relation to this Agreement without the clearly expressed consent of the Party transmitting the information.
5. The number of people having access to sensitive information must be limited to the number necessary to implement such an exchange and other programs associated with it.
6. The Parties shall assure effective protection of and allocation of rights to intellectual property transmitted or created under this Agreement, as set forth in this Article and the Annex to this Agreement, which forms an integral part of this Agreement.

7. Information transmitted under this Agreement must be used solely for the purposes established by this Agreement in accordance with the laws, regulations, and mutual interests of the States represented by the Parties.

ARTICLE 7

1. Participation of each Party in this Agreement shall be conducted in accordance with the legislation and regulations of the States represented by the Parties.
2. Joint activity of the Parties under this Agreement shall be subject to the availability of funding. Unless otherwise agreed in writing, each Party shall bear all of its own expenses for activity under this Agreement.
3. All issues relating to interpretation or application of this Agreement shall be decided by consultations between the Parties.
4. If agreement is reached on the conduct of joint studies, projects, or experiments, detailed guidelines for their implementation shall be laid out in the form of separate documents. These documents must be subordinate to this Agreement and must be ratified by the Executive Agents of the Parties.
5. Bearing in mind the necessity for reliable communications, the participants in this Agreement shall jointly investigate ways to facilitate the exchange of information under this Agreement.
6. The party receiving technical information shall have no claims and shall bring no judicial proceedings or suits against organizations or personnel of the Party that transmitted the information for possible or actual damage to its property or personnel that may arise as a result of the use of the technical information received under this Agreement.

ARTICLE 8

1. This Agreement shall enter into force when the Parties notify each other that they have satisfied the procedures stipulated by national legislation.
2. This Agreement shall remain in effect for five years, at which time it is subject to extension for additional fiveyear periods upon the written agreement of both Parties after joint review at the end of each fiveyear period. It can also be amended by mutual agreement of the Parties.
3. Each Party may at any time notify the other Party in writing of its intention to terminate this Agreement, where upon the Agreement shall be terminated six months from the day the notification is received.
4. In the event this Agreement is terminated, the Parties agree that all previously provided sensitive information and intellectual property shall be handled in accordance with Article 6 of this Agreement (including the Annex to this Agreement), unless otherwise agreed between the Parties.

DONE at Moscow this sixteenth day of December, 1994, in. two copies, each in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
SIGNED BY HAZEL R. O'LEARY

FOR THE GOVERNMENT OF THE RUSSIAN FEDERATION
SIGNED BY VIKTOR MIKHAILOV

ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION ON THE EXCHANGE OF TECHNICAL INFORMATION IN THE FIELD OF NUCLEAR WARHEAD SAFETY AND SECURITY INTELLECTUAL PROPERTY

In accordance with Article 6 of the Agreement between the Government of the United States of America and the Government of the Russian Federation on the Exchange of Technical Information in the Field of Nuclear Warhead Safety and Security (hereinafter called the Agreement):

It is not assumed that significant items of intellectual property, with the exception of copyrights, will be created or transmitted in the course of work under the Agreement. However, items of intellectual property that are created or transmitted under the Agreement shall be handled in accordance with the provisions of this Annex, which is an integral part of the Agreement;

The Parties shall assure adequate and effective protection of intellectual property created or transmitted in accordance with the Agreement and (shall assure) the appropriate implementation of measures associated with this protection;

The Parties agree to inform each other promptly of all items of intellectual property created as a result of work done under the Agreement.

I. Scope

1. This Annex shall apply to all joint activity done in accordance with the Agreement unless otherwise specifically agreed by the Parties or their Executive Agents.

2. In the Agreement the term "intellectual property" has the meaning defined in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967.

3. This Annex defines the principles governing legal relationships between the Parties in the field of protection and use of items of intellectual property as well as underlying procedures for allocating intellectual property rights. Each Party shall take all necessary measures to assure that the other Party receives all rights stipulated under the Agreement to the possession, use, and transfer of intellectual property by drawing up the appropriate legal documents if necessary, stipulating

the transfer of intellectual property rights from a participant in the Agreement to its Party. This Annex shall not alter or replace the legal relationships in the field of intellectual property between a Party and its participants, which are defined by the laws and practice of that Party.

4. Disputes relating to intellectual property associated with the Agreement must be resolved by negotiations between the Parties or their Executive Agents. In the event a dispute cannot be resolved by negotiations, by mutual agreement of the Parties the dispute may be given to an

arbitration agency for resolution on the basis of the Agreement and in accordance with the provisions of international law and procedures to which both Parties shall agree in writing.

5. Termination or expiration of the Agreement shall not terminate the rights and obligations arising from this Annex.

6. The conditions of this Annex and their interpretation in the area of legal protection, use of intellectual property, and the allocation of rights shall not extend to and must not be used in the preparation and interpretation of other agreements that are not private agreements (contracts, collaborations) under the Agreement.

II. Allocation of Rights

1. Each party shall be granted nonexclusive, irrevocable, royaltyfree license in all countries of the world to the translation, reproduction, and public distribution of scientific and technical articles, papers, reports, and books produced as a result of joint work under the Agreement. In all publicly distributed copies of

copyrighted materials covered by the Agreement the names of the authors must be mentioned unless the authors explicitly express the desire to remain anonymous.

2. If in the process of preparing private agreements (contracts, collaborations) for specific work under the Agreement it becomes evident that intellectual property will be created or transferred during this work, the Parties must stipulate the allocation of rights to the ownership and transfer of such intellectual property in the text of that private agreement. If in the process of concluding a private agreement for specific work the Parties cannot agree on the allocation of rights to intellectual property that may be created during the work, intellectual property may not be a subject of that private agreement (contract, collaboration).

1. Each Party must take all necessary measures so that intellectual property created outside the Agreement and transmitted to the other Party for use under the Agreement is transmitted in accordance with the laws of the transmitting Party.

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