

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE RUSSIAN FEDERATION
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
ON COOPERATION IN NUCLEAR- AND ENERGY-RELATED
SCIENTIFIC RESEARCH AND DEVELOPMENT**

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

Noting the Agreement between the Government of the Russian Federation and the Government of the United States of America for Cooperation in the Field of Peaceful Uses of Nuclear Energy of May 6, 2008 (hereinafter referred to as the “Peaceful Uses Agreement”),

Recognizing the importance of scientific and technical collaboration between the Russian Federation and the United States of America in the area of the fundamental and applied research in support of the peaceful uses of nuclear energy, including innovative technologies,

Noting the need to reduce the risk of proliferation of nuclear weapons, nuclear weapon technologies, and weapon-usable nuclear materials,

Sharing a mutual interest in fostering close and long-term cooperation to enhance clean, safe, secure, reliable, and economically affordable technologies, systems, and services in the area of peaceful uses of nuclear energy,

Taking into account the creation on July 6, 2009, of the Russia-U.S. Presidential Commission, which established the Working Group on Nuclear Energy and Nuclear Security (hereinafter referred to as “the Working Group”),

Noting the Working Group’s intent to expand cooperation between the State Corporation for Atomic Energy “Rosatom” (hereinafter referred to as “Rosatom”) and the United States Department of Energy (hereinafter referred to as “DOE”) in the areas of nuclear safety and security, nonproliferation of nuclear weapons and civil nuclear energy, as well as the Working Group’s creation of a sub-group for cooperation in the area of civil nuclear energy, and

Taking into account the availability of experience and expertise gained by organizations of the respective nuclear weapons complexes of the Parties’ States (nuclear research laboratories, institutes, and other sites) in the area of peaceful use of nuclear technologies,

Have agreed as follows:

ARTICLE I

1. The objective of this Agreement is to expand cooperation between the Parties in nuclear- and energy-related scientific research and development, and to establish a stable, reliable, and predictable framework for such cooperation.
2. Cooperation under this Agreement is also aimed at facilitating implementation of Article 2 of the Peaceful Uses Agreement.
3. Cooperation under this Agreement shall be carried out on the basis of mutual benefit and equality.

ARTICLE II

1. The Parties' Executive Agents for implementation of this Agreement are:
 - for the Russian Party – Rosatom;
 - for the U.S. Party – DOE.In case of a change in its Executive Agent or designation of additional Executive Agents, a Party shall immediately inform the other Party thereof in writing through diplomatic channels.
2. Executive Agents of the Parties may enter into implementing agreements to accomplish the objective of this Agreement.
3. In case of any inconsistency between this Agreement and any implementing agreements, the provisions of this Agreement shall prevail.

ARTICLE III

Cooperation within the framework of this Agreement may include, but is not limited to, the following areas:

- 1) Civil nuclear energy: nuclear safety; nuclear plant design; reactor technologies, including research reactor technologies; energy conversion technologies; modeling and simulation of physical processes in nuclear energy; innovative reactor fuels; advanced materials; thermohydraulics; thermomechanics; management of used nuclear fuel, including radioactive waste management technologies; development of the global nuclear energy framework;

- 2) Nonproliferation of nuclear weapons, including measures in support of International Atomic Energy Agency (IAEA) safeguards, security, technology development, and related issues;
- 3) Nuclear science and technology; fluid and plasma science; high-energy-density physics; materials science, including energetic material science, the physics of pulsed power and laser technologies; computational methods and techniques in nuclear science; computer technologies;
- 4) Controlled nuclear fusion: experimental, theoretical and computational work; safety and materials; technologies for fusion energy; blanket technology and plasma technology; tokamak physics and spherical torus magnetic fusion physics; inertial confinement fusion, as well as support of additional research relevant to the international fusion experimental reactor ITER project;
- 5) International cooperation aspects of peaceful uses of nuclear energy, including development and implementation of advanced nuclear security and safety and radiation safety technologies; development of proposals and recommendations for improvement of standards, recommendations, codes of conduct, and other international documents on nuclear security and safety and radiation safety developed under the auspices of the IAEA;
- 6) Use of nuclear and radiation technologies for medical, industrial, and other peaceful purposes;
- 7) Energy and environment: modeling and simulation of physical processes, radioactive waste management, environmental management, use of nuclear technologies for geophysical studies and conducting research on the application of nuclear technologies in the oil and gas industry;
- 8) Education in the area of nuclear science and technology, including issues of systematization and preservation of knowledge on nuclear and radiation technologies;
- 9) Other areas as agreed by the Parties in writing.

ARTICLE IV

Cooperation in the areas provided for in Article III of this Agreement may be carried out in the following forms:

- 1) Joint projects of collaborative research, development and demonstration;
- 2) Exchange of scientific, research and development, and engineering information and results and methods of research and development, as well as innovative educational programs for young researchers in the area of nuclear-related technologies;
- 3) Visits by representatives of one Party, its Executive Agent(s), as well as Affiliated Entities of the Executive Agent(s) of such Party, to the facilities of the other Party, its Executive Agent(s), and Affiliated Entities of the Executive Agent(s) of this Party, for participation in agreed research, development, design, analysis, experiments or other activities within the framework of this Agreement, subject to the prior written approval of the Executive Agent for the receiving Party.

As used in this Agreement, Affiliated Entities means

for Rosatom: Rosatom's organizations, federal nuclear organizations, enterprises subordinate to Rosatom and other legal entities identified in writing by Rosatom to DOE;

for DOE: the national laboratories, plants, and sites of DOE, and other entities identified in writing by DOE to Rosatom;

in case of designation of additional Executive Agents, entities identified in writing by a Party's Executive Agent to the Executive Agent(s) of the other Party;

- 4) Transfer of materials, equipment, and components for research, testing, and evaluation, provided that any transfer of nuclear material, moderator material, equipment, or components, as those terms are defined in Article 1 of the Peaceful Uses Agreement, shall be governed by the Peaceful Uses Agreement, and by the provisions of this Agreement to the extent that the provisions of this Agreement do not conflict with the provisions of the Peaceful Uses Agreement; and provided further, that no Restricted Data, sensitive nuclear facilities, sensitive nuclear technology, or major critical components, as those terms are defined in Article 1 of the Peaceful Uses Agreement, shall be transferred within the framework of this Agreement;

- 5) Joint theoretical, computational, and experimental studies;
- 6) Experiments by joint Russian-United States teams of scientists and specialists at the facilities of either Party and its Executive Agent(s) and, with the approval of the Executive Agent of the receiving Party, those of its Affiliated Entities;
- 7) Joint workshops, scientific conferences, tele- and video- conferences, and other meetings on specific agreed topics within the areas of cooperation listed in Article III of this Agreement;
- 8) Joint projects aimed at training personnel for nuclear- and energy-related scientific research and development;
- 9) Other forms of cooperation as the Parties may agree to in writing.

ARTICLE V

The Executive Agents of the Parties, by mutual agreement and on a case-by-case basis, may invite individuals and entities in their respective countries and from other countries, as well as international organizations (hereinafter referred to collectively as "Invited Participants"), to participate in specific activities within the framework of this Agreement, at the Invited Participants' own expense and under such terms and conditions as the Executive Agents shall specify. Visits by Invited Participants to the facilities of a receiving Party, its Executive Agent(s), or Affiliated Entities of the Executive Agents shall occur only by invitation of the Executive Agent(s) of the receiving Party.

ARTICLE VI

1. The Parties' Executive Agents shall establish a Joint Coordinating Committee for the implementation of this Agreement.
2. The Joint Coordinating Committee shall have two co-chairs, each of whom shall be appointed by his or her respective Executive Agent(s). The Joint Coordinating Committee shall include representatives from each Party's Executive Agent(s) and the Affiliated Entities of each Party's Executive Agent(s). On an as required basis and by agreement

of the co-chairs, other individuals and entities may attend meetings of the Joint Coordinating Committee.

3. The Joint Coordinating Committee shall meet once each year, alternately in the Russian Federation and in the United States of America, or at such other times and places as the co-chairs shall agree.
4. At its meetings, the Joint Coordinating Committee shall review the status of cooperation under this Agreement, including conducting discussion of the past year's activities under this Agreement, as well as consideration and approval of plans for activities for the coming year within the areas of cooperation listed in Article III of this Agreement. The outcomes of each meeting are to be memorialized in meeting minutes.
5. Decisions of the Joint Coordinating Committee shall be made on the basis of consensus of its members.
6. As approved by the Joint Coordinating Committee, the Executive Agent(s) of each Party shall designate one or more technical coordinators to manage specific cooperative activities under this Agreement.

ARTICLE VII

1. This Agreement does not require the transfer of any information that the Parties are not permitted to transfer under their respective national laws and regulations, or whose transfer is inconsistent with international agreements to which the Russian Federation or the United States of America is party.
2. No Russian Federation state secret information or other restricted access information, unauthorized disclosure of which may be detrimental to national security of the Russian Federation, shall be transferred under this Agreement. No information determined by the U.S. Party to require protection from unauthorized disclosure in the interests of national security shall be transferred under this Agreement.
3. The Parties recognize that they may need to protect certain information to be transferred under the terms of this Agreement by one Party to the other in connection with activities undertaken by the Parties or on their

behalf within the framework of this Agreement. In order to protect such information:

- a. Protected information transferred by one Party to the other Party shall be stamped, marked, or designated by the releasing Party as protected in accordance with its national laws and regulations. The medium in electronic, paper, or another format, containing this information, if in Russian, must have the marking “конфиденциально” [Confidential]; if in English, “Protected”;
- b. Protected information transferred by one Party shall be protected by the recipient Party in accordance with its national laws and regulations in a manner at least equivalent to that afforded by the releasing Party. The recipient Party shall not use or permit the use of protected information for any purpose other than that for which it was transferred, and, to the extent permitted by its national laws and regulations, shall not disclose such information or transfer it to any third party not participating in the activities of the two Parties under this Agreement in connection with which the protected information was transferred, without the prior written consent of the transferring Party;
- c. In accordance with the laws and regulations of the Russian Federation, protected information transferred by the U.S. Party to the Russian Party shall be handled as official, restricted-distribution information and shall be provided with appropriate protection from disclosure; In accordance with the laws and regulations of the United States of America, protected information transferred by the Russian Party to the U.S. Party shall be treated as foreign government information transferred in confidence and shall be provided with appropriate protection from disclosure.
- d. Each Party shall limit access to protected information to persons who require access to perform a lawful and authorized government function;
- e. If the released information is no longer valid or in use, the recipient Party shall return it to the releasing Party, or shall destroy it and notify the releasing Party of its destruction.

ARTICLE VIII

Except as provided in paragraph 3 of Article VII and in Annex 1 to this Agreement, which constitutes an integral part of this Agreement, scientific and technical information generated as a result of the cooperation between the Parties under this Agreement may be disseminated to the international scientific community through customary channels and in accordance with the normal procedures of the Participants in the cooperation, as "Participants" is defined in Section I, paragraph 2 of Annex 1.

ARTICLE IX

1. The Parties agree to continue negotiations on the allocation and protection of rights to intellectual property, created or furnished in the course of cooperative activities within the framework of this Agreement, in the territories of the Parties and of third countries, as well as on procedures for disposition of such rights, the allocation of benefits from such disposition, and the exchange of business-confidential information; and will strive to conclude an agreement that contains such provisions within the realistically achievable shortest time.
2. Until the date of entry into force of such agreement, the allocation and protection of rights to intellectual property, created or furnished in the course of cooperative activities within the framework of this Agreement, in the territories of the Parties and of third countries, as well as the disposition of such rights, the allocation of benefits from such disposition, and the exchange of business-confidential information, shall be carried out in accordance with Annex 1 to this Agreement.

ARTICLE X

Within the framework of cooperation under this Agreement, each Party shall:

- 1) Facilitate entry into and exit from its territory of appropriate personnel and equipment of the other Party, its Executive Agent(s), and Affiliated Entities of such Executive Agent(s) used in projects and programs conducted under this Agreement, in accordance with the legislation of the recipient Party's State and that Party's procedures;

- 2) Facilitate entry for necessary material and equipment provided pursuant to this Agreement for use in joint activities;
- 3) Provide to representatives of the other Party, its Executive Agent(s) and Affiliated Entities of such Executive Agent(s) access to facilities of the receiving Party, its Executive Agent(s) and Affiliated Entities of the Executive Agent(s) to carry out joint activities in accordance with Articles III and IV of this Agreement. Each Party's list of facilities, as well as the installations at these facilities, that may be used to conduct cooperative activities, is provided in Annex 2 to this Agreement, which constitutes an integral part of this Agreement. A Party's Executive Agent(s) may revise its list of facilities and installations provided in Annex 2 by written notification to the other Party's Executive Agent(s).

ARTICLE XI

1. Each Party shall conduct its activities under this Agreement in accordance with its laws, regulations, and international agreements to which its State is party.
2. Each Party shall independently bear its costs related to its cooperation under this Agreement.
3. In addition to the implementing agreements referred to in paragraph 2 of Article II of this Agreement, activities in furtherance of the objective of this Agreement may be undertaken by Participants through contracts and other written arrangements, as appropriate.
4. A Party's ability to conduct cooperative activities within the framework of this Agreement is subject to the availability of appropriated funds, personnel, and other resources.
5. With respect to the Parties, Executive Agents, and Affiliated Entities of the Executive Agents, and except as provided in Section II, paragraph 4 of Annex 1 to this Agreement, any question concerning the interpretation or application of this Agreement shall be settled by consultations between the Executive Agents or, if necessary, between the Parties.

ARTICLE XII

1. This Agreement shall enter into force on the date of the last written notification of completion by the Parties of their internal procedures necessary for its entry into force, and shall remain in force until terminated in accordance with paragraph 2 of this Article.
2. This Agreement may be terminated by both Parties by mutual agreement in writing. A Party may terminate this Agreement by giving the other Party not less than 6 months advance written notification of the intention to do so. Notwithstanding termination of this Agreement, Articles VII, VIII and Annex 1 to this Agreement shall continue in effect with respect to information transferred and intellectual property created or furnished while this Agreement was in force, unless otherwise agreed by the Parties.
3. This Agreement may be amended by the written agreement of the Parties.

DONE at Vienna, in duplicate, this sixteenth day of September 2013, in the Russian and English languages, both texts being equally authentic.

FOR THE GOVERNMENT OF
THE RUSSIAN FEDERATION:



FOR THE GOVERNMENT OF
THE UNITED STATES
OF AMERICA:



**ANNEX 1
TO THE AGREEMENT
BETWEEN
THE GOVERNMENT OF THE RUSSIAN FEDERATION
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
ON COOPERATION IN NUCLEAR- AND ENERGY-RELATED
SCIENTIFIC RESEARCH AND DEVELOPMENT**

INTELLECTUAL PROPERTY

The Parties shall ensure adequate and effective protection of intellectual property created or furnished pursuant to this Agreement. The Parties agree to notify one another in a timely fashion of all intellectual property created and results of scientific and technical work obtained under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated in keeping with the provisions of this Annex.

Section I – Definitions

1. The term “intellectual property” shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, signed at Stockholm on 14 July 1967.
2. The term “Participants” shall mean, collectively, the Parties, Executive Agents of the Parties, Affiliated Entities of the Executive Agents, and Invited Participants.

Section II – Scope

1. This Annex is applicable to all cooperative activities within the framework of this Agreement, except as otherwise agreed by the Parties or their Executive Agents.
2. This Annex addresses the allocation of intellectual property rights and takes into consideration the interests of the Parties.
3. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. If necessary, each Party shall obtain those rights from its Executive Agent(s) and/or

Affiliated Entities of the Executive Agent(s) of that Party through contracts, license agreements or other legal documents. This Annex does not in any other way alter or prejudice the allocation of intellectual property rights between a Party and that Party's Executive Agent(s) and Affiliated Entities of the Executive Agent(s) of that Party.

4. Disputes concerning intellectual property arising under this Agreement shall be resolved through discussions (or other mutually acceptable means) between the disputing Participants or, if necessary, the Parties or their Executive Agents, which may for these purposes utilize the Joint Coordinating Committee.

Section III – Allocation of Rights

1. Each Party, its Executive Agent(s) or other authorized entity of this Party, shall be entitled to a non-exclusive, irrevocable, royalty-free license for non-commercial purposes in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, papers, reports, and books directly resulting from cooperation under this Agreement. All publicly distributed copies of copyrighted work prepared under the provision of this paragraph shall indicate the names of the authors of the work unless an author explicitly expresses the desire to remain anonymous.

2. Rights to intellectual property created under this Agreement, other than those rights set forth in paragraph 1 of this Section, shall be allocated as follows:

1) For intellectual property created during joint research, for example, if the Parties or their Executive Agents and/or Affiliated Entities of the Executive Agents have agreed in advance on the scope of work, each Party, its Executive Agent(s) or other authorized entity of this Party shall be entitled to all rights and interests in its own country. Rights and interests in third countries shall be determined in implementing agreements, taking into consideration the following factors, as appropriate:

a) the nature of the cooperation;

b) the contributions of each Party and its Executive Agent(s) and Affiliated Entities of the Executive Agent(s) of that Party to the work to be performed, including background intellectual property;

c) the intentions, capabilities, and obligations of each Party and its Executive Agent(s) and Affiliated Entities of the Executive Agent(s) of that Party to provide legal protection of intellectual property created, and

d) the manner in which the Parties and their Executive Agents and Affiliated Entities of the Executive Agents will provide for the commercialization of intellectual property created, including, where appropriate and possible, joint participation in commercialization.

In addition, each person named as an inventor or author shall be entitled to receive rewards in accordance with the policies of each Party's participating institution.

2) Visiting researchers not involved in joint research, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under agreements with their host institutions. In addition, each such visiting researcher shall be entitled to receive rewards in accordance with the policies of the host institution.

3) In the event either Party believes that a particular joint research project under this Agreement will lead, or has led, to the creation or furnishing of intellectual property of a type that is not protected by the applicable laws of the United States of America or the Russian Federation, the Parties shall immediately hold consultations to determine the allocations of the rights to said intellectual property. Such joint activities shall be suspended during the consultations unless otherwise agreed to by the Parties. If no agreement can be reached within a three-month period from the date of the request for the consultations, the Parties shall cease the cooperation under the project in question.

Section IV – 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 Executive Agent(s) and Affiliated Entities of the Executive Agent(s) of that Party shall protect such information in accordance with applicable laws, regulations and administrative practices. Information may be identified as business-confidential if a person having such information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, if the information is not generally known or publicly available from other sources, and if the owner has not previously made the information available without imposing in a timely manner an obligation to

keep it confidential. Neither Party nor its Executive Agent(s) nor Affiliated Entities of the Executive Agent(s) of that Party shall publish or transfer to third parties business-confidential information furnished or created under this Agreement without the prior written consent of the other Party or its Executive Agent(s) or Affiliated Entities of the Executive Agent(s) of that Party.