

AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE RUSSIAN FEDERATION
ON COOPERATION IN THE FIELD OF PROTECTION OF THE
ENVIRONMENT AND NATURAL RESOURCES

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

Determined to develop cooperation in the field of
protection of the environment and natural resources,
taking into account mutual interests and the experience
obtained from implementation of the Agreement between the
Government of the United States of America and the
Government of the Russian Federation on Cooperation in the
Field of Environmental Protection of May 23, 1972;

Recognizing that many important environmental problems are global in nature and require the cooperation of all countries and peoples to resolve;

Attaching great significance to the protection and enhancement of the environment and to its preservation from the damage resulting from pollution and overuse;

Bearing in mind that sustainable economic and social development for the benefit of present and future generations already now requires effective measures to be taken for the protection and enhancement of the environment;

Considering the readiness of the Parties to cooperate to enable the Russian Federation better to take into account environmental issues and the rational and sustainable use of natural resources in the transition to a market economy and thereafter;

Desiring to facilitate the establishment of long-term cooperation between interested organizations in the two countries in the field of protection of the environment and natural resources;

Have agreed as follows:

Article I

1. The Parties shall assist in the development of cooperation in the field of protection of the environment and natural resources on national, regional and global levels. Their activity shall focus on studying harmful impacts on the environment and jointly developing measures to improve the condition of the environment and to solve problems of the protection and rational and sustainable use of natural resources, including work on the areas of pollution prevention and remediation and preservation and conservation of natural resources.

2. The Parties shall work together to develop mutually agreed-upon policies in the field of protection of the environment and natural resources on a bilateral, regional and global basis.

3. The Parties shall develop cooperation in the field of protection of the environment and natural resources on a basis of equality, reciprocity and mutual benefit.

Article II

Cooperation may be implemented in the following main areas of mutual interest:

1. atmosphere, and water and soil resources;
2. environmental aspects of agricultural production;

3. preservation, conservation and management of natural and cultural resources in the context of their relationship to the environment, including the organization of preserves and other specially protected areas;
4. marine and coastal areas and resources;
5. arctic and subarctic areas and resources;
6. environmental impact assessment;
7. global environmental issues, including climate change, depletion of the ozone layer and conservation and restoration of the biological diversity of local, regional and global ecological systems, including forest ecosystems;
8. the impact of environmental factors on human health and the condition of flora and fauna;
9. application of digital mapping and GIS (geographic information systems) technologies and use of sensor technology in addressing environmental issues;
10. energy-saving measures and creation of alternative energy sources;
11. legal and administrative measures relating to the protection of the environment, including legislation, enforcement and access to the administrative and judicial systems;
12. participation of the public, including

- non-governmental organizations, in environmental decision making;
13. education in the field of environmental protection and natural resources;
 14. economics and the management of environmental issues and the use of natural resources;
 15. the role of the military in the field of protection of the environment and natural resources;
 16. environmental emergencies;
 17. earthquake prediction and assessment of seismic risks;
 18. environmental monitoring; and
 19. any other area of cooperation agreed by the Parties.

Article III

Cooperation between the Parties may be implemented by the following means:

1. joint scientific and technical projects;
2. exchange of scientific and technical information, documentation and research results, including exchange of information on the condition of the environment;
3. exchange of experience in the area of environmental management;
4. organizing and convening bilateral meetings, symposia and workshops, and publication of reports, articles, and monographs;

5. exchange of delegations, scientists, experts, research scholars and specialists;
6. participation of specialists of the Parties in international conferences, symposia and exhibitions on protection of the environment and ecology held in the two countries; and
7. any other means of cooperation agreed by the Parties.

Article IV

The Parties shall duly encourage and facilitate the establishment and development of direct contacts and cooperation between governmental, public, and private institutions and organizations of the two countries, and encourage and facilitate the conclusion, where required, of separate agreements and contracts necessary to implement activities under this Agreement.

Article V

1. To implement this Agreement, a Joint U.S. - Russian Committee on Cooperation in the Field of Protection of the Environment and Natural Resources, hereinafter, the "Joint Committee", shall be established. As a rule, the Joint Committee shall meet once a year, alternately in Washington and Moscow. The Joint Committee shall review specific measures and programs of cooperation, coordinate

the activities of organizations involved in implementation of these programs, and, as appropriate, make proposals to the Parties on the subject matter of this Agreement.

2. Each Party shall name a government agency, which agency shall designate a co-chair of the Joint Committee. In the period between sessions of the Joint Committee, the co-chairs will maintain contact between the American and Russian sections, coordinate the implementation of the pertinent programs of cooperation, update individual sections of these programs and coordinate the activity of organizations participating in cooperation in accordance with this Agreement.

Article VI

1. Scientific and technological information of a non-proprietary nature resulting from cooperation under this Agreement, other than information which is not disclosed for national security, commercial or industrial reasons, shall be made available, unless otherwise agreed, to the world scientific community through customary channels and in accordance with normal procedures of the participating agencies and entities.

2. The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement, unless agreed otherwise by the Parties in

writing, is provided for in the Annex, which is an integral part of this Agreement.

Article VII

1. This Agreement shall enter into force upon signature and shall remain in force for five years, after which it will be extended for successive five-year periods, unless one of the Parties notifies the other of the termination thereof not later than six months before the Agreement's expiration.

2. Termination of this Agreement shall not affect the implementation of activities under this Agreement that are not fully completed upon the termination hereof.

Article VIII

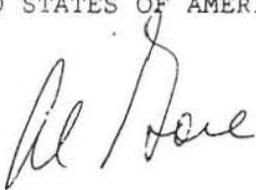
This Agreement supersedes, as between the United States of America and the Russian Federation, the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in the Field of Environmental Protection of May 23, 1972. The Parties may agree that an institutional structure developed under that Agreement may continue without being reconstituted.

Article IX

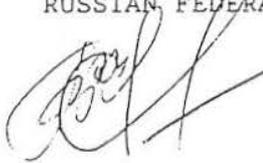
All activities under this Agreement shall be conducted in accordance with applicable laws, regulations and procedures of the United States of America and the Russian Federation and shall be subject to the availability of resources.

Done at Washington, this twenty-third day of June, 1994, in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

Handwritten signature of Al Gore in cursive script.

FOR THE GOVERNMENT OF THE
RUSSIAN FEDERATION:

Handwritten signature of the Russian Federation representative in cursive script.

ANNEX

INTELLECTUAL PROPERTY

Pursuant to Article 6 of this Agreement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. The Parties agree to 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.

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, interests, and royalties 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 Party's 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 Parties 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 Part A of Section II above, shall be allocated as follows:

1. Researchers and scientists visiting in furtherance of their education shall receive intellectual property rights under the existing rules of the host institution. In addition, each visiting researcher named as an inventor or author shall have the right to national treatment regarding awards, benefits or other compensation, including royalties, in accordance with the existing rules of the host institution.

2. (a) For intellectual property created by the participants during joint research, for example, when the Parties, 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. The allocation of rights and interests in third countries will be determined in implementing arrangements. The rights to intellectual property shall be allocated with due regard for the economic, scientific and technological contributions from each Party to the creation of intellectual property. If research is not designated as "joint research" in the

relevant implementing arrangement, rights to intellectual property arising from the research shall be allocated in accordance with Part B, paragraph 1 of Section II. In addition, each person named as an inventor or author shall have the right to national treatment regarding awards, benefits and other compensation, including royalties, in accordance with the existing rules of the host institution;

(b) Notwithstanding Part B, paragraph 2(a) of Section II, 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 in all countries which provide rights to such intellectual property. Persons named as inventors or authors of the property shall nonetheless be entitled to national treatment in regard to awards, benefits, or other compensations, including royalties, in accordance with the rules as provided in Part B, paragraph 2(a) of Section II.

III. BUSINESS CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under the Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be

identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who 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.