

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF EDUCATION AND SCIENCE
OF THE RUSSIAN FEDERATION
ON COOPERATION IN THE FIELD OF RESEARCH ON
HIGH ENERGY AND NUCLEAR PHYSICS**

The Department of Energy of the United States of America and the Ministry of Education and Science of the Russian Federation, hereinafter referred to as the "Parties";

Desiring to continue close and long-term cooperation in the field of research on high energy and nuclear physics;

Sharing the goals of preventing the proliferation of nuclear, chemical or biological weapons or missiles and denying support to persons and entities that contribute to such proliferation;

Considering the principles and goals of cooperation in science and technology under 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, as extended (the "1993 S&T Agreement"),

Have agreed as follows:

ARTICLE I

1. The purpose of this Memorandum of Understanding ("MOU") is to establish an arrangement for cooperation in the field of theoretical and experimental research of high energy and nuclear physics and accelerator facilities on the basis of mutual benefit, equality and full reciprocity.

2. This MOU is subject to and governed by the provisions of the 1993 S&T Agreement.

3. Should the 1993 S&T Agreement terminate during the term of this MOU, the provisions of that Agreement shall continue to apply *mutatis mutandis* to the activities undertaken pursuant to this MOU.

4. In case of any inconsistency between the provisions of this MOU and the provisions of the 1993 S&T Agreement, the provisions of the latter shall prevail.

ARTICLE II

Activities undertaken under this MOU shall be for peaceful purposes only, and none of the activities shall relate to the development or use of nuclear, chemical or biological weapons or missiles.

ARTICLE III

1. The Parties shall establish a Joint Coordinating Committee for Research in High Energy and Nuclear Physics ("JCC-HENP"). The JCC-HENP shall coordinate and review any issues concerning the implementation of this MOU.

2. The JCC-HENP shall consist of an equal number of representatives appointed by each Party. All decisions taken by the JCC-HENP shall be by agreement of the Parties.

3. The JCC-HENP shall establish operational procedures and guidelines and may establish procedures for addressing and resolving operational issues arising during implementation of this MOU.

4. The JCC-HENP may arrange specific activities and develop programs to further cooperation and research in the field of high energy and nuclear physics, including exchanges of information, technical experts and equipment.

5. The JCC-HENP may assist in arranging collaboration involving governmental and private organizations, subject to the respective international obligations and the national laws and regulations of the Parties' countries.

6. The JCC-HENP shall set its meeting schedule and shall agree upon times and places for the meetings in advance. Unless otherwise agreed, the JCC-HENP shall meet annually, alternately in the United States and the Russian Federation.

ARTICLE IV

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

a. Participation of scientists and specialists of the Parties in research and development in appropriate laboratories of the Parties;

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

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

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

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

f. Other forms of cooperation agreed on by the Parties in writing, including possible collaboration on new design of and research and development on research facilities related to the fields of cooperation under this MOU.

ARTICLE V

1. For personnel exchanges under this MOU, each Party shall take appropriate steps to ensure the selection of scientific/technical staff with the skills and competence necessary to conduct agreed-upon joint activities.

2. Neither Party shall be responsible for the costs incurred by the governmental or private organizations from the country of the other Party that participate in the cooperation under this MOU. Participating governmental and private organizations, such as governmental agencies and institutions, and scientific research institutions, national laboratories and universities, from a Party's country shall receive authorization or be selected by that Party in accordance with the laws and regulations of that Party's country.

3. Unless otherwise agreed by the Parties in writing, each Party shall require the governmental or private organizations from its country that are participating in cooperation under this MOU to fulfill the following conditions:

a. When a participating governmental or private organization is the receiving organization (hereinafter "the receiving organization") with respect to a cooperative activity under this MOU, it shall be responsible for arranging appropriate accommodations for employees of the sending governmental or private organization (hereinafter "the sending organization").

b. When a participating governmental or private organization is the sending organization with respect to a cooperative activity under this MOU, it shall be responsible for requiring the staff it is sending to conform to the general and special rules of work and safety regulations in force at the receiving organization or as agreed in a separate personnel exchange agreement between the sending and receiving organizations.

4. The Parties shall facilitate necessary assistance to the visiting staff (and their families) as regards administrative formalities, such as visa services.

ARTICLE VI

Unless otherwise agreed by the Parties in writing, when there is an exchange or supply of equipment under this MOU, each Party shall require the sending or receiving organization to abide by the following provisions covering the shipment and use of the equipment:

a. The sending organization 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.

b. The sending organization shall supply equipment, spare parts, and documentation subject to the applicable laws and regulations of its country, including the provisions concerning export-controlled items. Unless the organizations involved agree otherwise in writing, the aforementioned equipment, spare parts and documentation supplied to the receiving organization shall remain the property of the sending organization and shall be returned to the sending organization by the receiving organization upon completion of the agreed upon activity.

c. The receiving organization shall provide the necessary premises and shelter for equipment of the sending organization necessary to an exchange program. Utilities such as electric power, water, and gas shall be supplied as separately agreed in writing by the participating organizations in advance of the exchange program.

d. The sending organization shall bear responsibility for transport expenses, safekeeping and insurance of the equipment during its transport from the original location in the country of the sending organization to the point of entry in the country of the receiving organization. If the sending organization elects to have the equipment returned, it shall bear responsibility for the transport expenses, safekeeping and insurance of the equipment during its transport from the original point of entry into the country of the receiving organization to the final destination in the country of the sending organization.

e. Responsibility for transport expenses, safekeeping and insurance of the equipment during its transport from the point of entry into the country of the receiving organization to the final destination in the country of the receiving organization shall be borne by the receiving organization. If the sending organization elects to have the equipment returned, the receiving organization shall be responsible for transport expenses, safekeeping, and insurance of the equipment during its transport from the final destination in the country of the receiving organization to the original point of entry in the country of the receiving organization.

ARTICLE VII

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

2. Any questions of interpretation relating to this MOU shall be resolved by consultations between the Parties.

3. Except as otherwise provided in this MOU or when otherwise agreed by the Parties in writing, each Party shall bear responsibility for all costs it incurs resulting from cooperation under this MOU.

4. Implementation of the Parties' obligations under this MOU is subject to the availability of appropriated funds.

ARTICLE VIII

Provisions for the protection and allocation of intellectual property rights set forth in Annex II to the 1993 S&T Agreement shall apply to all activities carried out under this MOU.

ARTICLE IX

1. This MOU shall enter into force upon signature by both Parties and shall remain in force for five years. It shall be extended automatically for additional five-year periods, so long as the 1993 S&T Agreement remains in force at the time this MOU is extended.

2. This MOU may be terminated at any time by either Party upon six months written notice to the other Party.

3. Any cooperative activity not completed upon termination of this MOU may, upon the agreement of the Parties, be continued to its conclusion in accordance with the terms of this MOU.

DONE at Washington, in duplicate, this 29th day of April, 2010, 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 EDUCATION AND
SCIENCE OF THE RUSSIAN FEDERATION:

