

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON COOPERATION IN TRANSPORTATION SCIENCE AND TECHNOLOGY

The Government of the United States of America and the
Government of the Union of Soviet Socialist Republics,
(hereinafter referred to as "the Parties");

Recognizing that cooperation in the field of transportation
science and technology can promote the well-being and
prosperity of both countries;

Affirming that cooperation will strengthen friendly
relations between both countries;

Desiring to establish closer and regular cooperation
between appropriate scientific and technical organizations and
individuals in both countries;

Noting the General Agreement between the Government of the
United States of America and the Government of the Union of
Soviet Socialist Republics on Contacts, Exchanges, and
Cooperation in Scientific, Technical, Educational, Cultural and
Other Fields, signed on November 21, 1985;

Recalling the Helsinki Final Act;

Have agreed as follows:

ARTICLE I

1. The Parties will develop and implement cooperation in the following areas of mutual interest:

- (a) Civil aviation;
- (b) Railroad safety;
- (c) Highway bridge construction; and
- (d) Highway and traffic safety.

2. The list of agreed initial topics for cooperation within the framework of areas of mutual interest is set forth in Annex I, which is an integral part of this Agreement.

3. Cooperation will be based on the principles of equality, reciprocity and mutual benefit and will be aimed at solving common transportation problems and improving the safety level and usefulness of transportation systems in each country.

ARTICLE II

Cooperation under this Agreement may involve:

1. Exchanges of scientists, specialists and researchers;
2. Exchanges of scientific and technical information, documentation, and, where appropriate, scientific equipment;
3. Joint conferences, seminars and workshops;

4. Joint planning, development and implementation of research projects and programs; and
5. Such other forms of cooperation as may be mutually agreed.

ARTICLE III

1. Implementation of this Agreement will be carried out by governmental organizations within the framework of agreed cooperative activities.

2. In addition, the Parties may encourage, as appropriate, cooperation involving other interested organizations in the area of transportation science and technology.

ARTICLE IV

1. The Parties will establish a Joint Committee on Cooperation in Transportation Science and Technology (hereinafter, the "Joint Committee"), which normally will meet once a year, alternately in the United States and the Soviet Union, unless otherwise agreed.

2. The Joint Committee will review cooperative activities under this Agreement and submit an annual report to the Parties on the status of such activities.

3. The Joint Committee may make recommendations to the Parties on ways to improve cooperation, on changes in the list of areas of mutual interest and on changes in topics for cooperation within such areas, and on such other matters related to cooperation in the field of transportation science and technology as it deems appropriate.

ARTICLE V

1. Each Party will have an Executive Agent. The Executive Agent for the United States of America will be the Department of Transportation. The Executive Agent for the Union of Soviet Socialist Republics will be the State Committee on Science and Technology.

2. The Executive Agents will be responsible for coordination and supervision of cooperative activities under this Agreement. The Executive Agents will establish a joint working group for each of the areas of cooperation listed in Article I to assist them in carrying out their functions.

ARTICLE VI

1. All activities under this Agreement, including exchanges of technical information and equipment, exchanges of specialists, and the carrying out of cooperative activities, will be conducted in accordance with the international

obligations, national laws and regulations of the Parties and within the limits of available funds.

2. Each Party or participating organization will bear the costs of its participation in carrying out cooperative activities under this Agreement, unless otherwise mutually agreed.

ARTICLE VII

With respect to cooperative activities under this Agreement, each Party, in accordance with its international obligations, national laws and regulations, will:

- (a) ensure that qualified specialists may participate in activities under this Agreement, whether or not they are affiliated with institutions participating in the implementation of this Agreement;
- (b) facilitate prompt and efficient entry into and exit from its territory of participants of the other Party, as well as provide access to its institutions, organizations, relevant geographic areas, information, materials, and individual specialists; and
- (c) facilitate prompt and efficient entry into and exit from its territory of necessary equipment and instrumentation of the other Party.

ARTICLE VIII

Protection of intellectual property and rights thereto will be as set forth in Annex II, which is an integral part of this Agreement.

ARTICLE IX

Scientific and technological information derived from cooperative activities under this Agreement, other than information not disclosed for commercial or industrial reasons, will be made available, unless otherwise agreed in writing, to the world scientific community through customary channels and in accordance with Article VIII and Annex II of this Agreement, and the normal practices and regulations of the Parties.

ARTICLE X

This Agreement will be without prejudice to the cooperation of either Party with other States and international organizations.

ARTICLE XI

1. This Agreement will enter into force upon signature by the Parties and will remain in force for five years.

2. The Parties may mutually agree to extend or amend this Agreement.

3. Either Party may at any time give notice in writing to the other Party of its intention to terminate this Agreement, in which case this Agreement will terminate six months from the date notice is received.

4. Expiration of this Agreement will not affect the implementation of any cooperative activity undertaken pursuant to the Agreement and not fully executed before expiration occurs.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Moscow, in duplicate, this thirty-first day of May, 1988, in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



GEORGE P. SHULTZ
Secretary of State

FOR THE GOVERNMENT OF THE UNION
OF SOVIET SOCIALIST REPUBLICS:



BORIS LEONT'YEVICH TOLSTYKH
Chairman, State Committee for
Science and Technology

ANNEX I

AREAS AND TOPICS FOR COOPERATION

In the area of civil aviation:

1. Microwave landing system;
2. Air traffic control requirements, including Mode S secondary radar requirements/data link, collision avoidance systems, and satellite civil aviation applications;
3. Accident investigation; and
4. Aviation medicine.

In the area of railroad safety:

1. Locomotive engineer selection and training;
2. Human factors affecting crew performance;
3. Rail traffic safety; and
4. Railway bridge inspection.

In the area of highway bridge construction:

1. Streambed degradation;
2. Deck construction techniques;
3. Segmental construction techniques;
4. Concrete studies; and
5. Electroslag welding.

In the area of highway and traffic safety programs:

1. Human factors studies; and
2. Physical factors (highway).

ANNEX II

INTELLECTUAL PROPERTY

Pursuant to Article VIII of this Agreement:

I. GENERAL

A. For purposes of this Agreement, "intellectual property" is understood to have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967.

B. The Parties shall ensure adequate and effective protection for intellectual property created or furnished under this Agreement.

II. COPYRIGHTS

The Parties and their Executive Agents shall take appropriate steps to secure copyright to works created under this Agreement in accordance with their respective national laws, except as otherwise specifically agreed. The following provisions shall apply to copyright protection for works created under this Agreement:

1. Except as otherwise agreed, each Party is entitled to a nonexclusive, irrevocable, royalty-free license under a

copyright, secured in accordance with the national laws of either Party, to translate, reproduce, publish, and distribute published scientific, technical, and medical works in its own territory, with the right to grant sublicenses in its territory in accordance with that Party's laws and practices. Any such copyrighted work shall indicate the names of all persons who participated in the joint work. Either Party is entitled to a license in third countries upon request.

2. Rights to other copyrighted works and copyrighted works that may also be protected as business-confidential information shall be allocated in the same manner as inventions, Article III, Paragraphs B-E of this Annex. A Party receiving rights pursuant to this provision to copyrighted works which embody business-confidential information shall protect such information in accordance with Article IV of this Annex.

III. INVENTIONS

A. For purposes of this Annex, "invention" means any invention made in the course of cooperation under this Agreement which is or may be patentable or otherwise protectable under the laws of the United States of America, the Union of Soviet Socialist Republics, or any third country. An invention "made" means one conceived or for which an application for patent or other title of protection has been filed or which has otherwise been reduced to practice.

B. Between a Party and its nationals, the ownership of rights and interests in inventions will be determined in accordance with that Party's national laws and practices.

C. As between the Parties, unless otherwise specifically agreed, the Parties and their Executive Agents shall take appropriate steps to secure rights to implement the following:

1. If the invention is made as a result of a program of cooperative activity that involves only the transfer or exchange of information between the Parties, such as by joint meetings, seminars, or the exchange of technical reports or papers:

a. The Party whose personnel makes the invention ("the Inventing Party") has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

b. In any country where the Inventing Party decides not to obtain such rights and interests, the other Party has the right to do so.

2. If the invention is made by personnel of one Party ("the Assigning Party") while assigned to the other Party ("the Receiving Party") in the course of a program of

cooperative activity that involves only the visit or exchange of scientific and technical personnel:

a. The Receiving Party has the right to obtain all rights and interests in the invention in all countries in accordance with applicable national laws of such countries;

b. In any country where the Receiving Party decides not to obtain such rights and interests, the Assigning Party has the right to do so.

D. For other forms of cooperation, such as joint research projects with an agreed scope of work, each Party has the right to obtain all rights and interests in any invention made as a result of such cooperation in its own country, whereas the Party in whose country the invention was made has first option to secure legal protection of that invention in third countries, as well as the right to license or transfer such rights and interests in third countries.

E. Notwithstanding the foregoing, if an invention is of a type for which exclusive rights are available under the laws of one Party but not of the other Party, the Party whose laws provide for exclusive rights shall be entitled to all rights in all countries which provide rights to such invention. The Parties may agree, however, to a different allocation of rights to such invention.

F. The Parties shall disclose to one another inventions made in the course of programs of cooperative activities and furnish to one another any documentation and information necessary to enable them to secure any right to which they may be entitled. The Parties may ask one another in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting their respective rights related to inventions. Unless otherwise agreed in writing, such restriction shall not exceed a period of six months from the date of communication of such information. Communication shall be through the Parties.

IV. BUSINESS-CONFIDENTIAL INFORMATION

A. The Parties do not expect to furnish or create, or have their Executive Agents furnish or create, business-confidential information in the course of cooperation under this Agreement. In the event that such information is inadvertently furnished or created or the Parties agree to furnish such information, the Parties and their Executive Agents shall give full protection to such information in accordance with their laws, regulations, and administrative practices.

B. For purposes of this Annex, "business-confidential information" means information of a confidential nature which meets all of the following conditions:

1. it is of a type customarily held in confidence for commercial reasons;
2. it is not generally known or publicly available from other sources;
3. it has not been previously made available by the owner to others without an obligation concerning its confidentiality; and
4. it is not already in the possession of the recipient Party or Executive Agent without an obligation concerning its confidentiality.

C. Any information to be protected as "business-confidential information" shall be appropriately identified by the Party or Executive Agent furnishing such information or asserting that it is to be protected, except as otherwise provided in the Parties' laws, regulations, and administrative practices. Subject to the aforesaid laws, regulations, and administrative practices, unidentified information will be assumed not to be information to be protected, except that a Party to the cooperative activity may notify the other Party in writing, within a reasonable period of time after furnishing or transferring such information, that such information is business-confidential information under the laws, regulations,

and administrative practices of its country. Such information will thereafter be protected in accordance with Paragraph A above.

V. OTHER TYPES OF INTELLECTUAL PROPERTY

"Other types of intellectual property" means any intellectual property protectable in accordance with the laws, regulations, and administrative practices of either Party or any third country other than those described in Articles II, III, and IV above and includes, for example, mask works and trademarks. Rights to other types of intellectual property shall be determined in the same manner as for inventions, Article III, Paragraphs B-D of this Annex. If an intellectual property is one for which protection is available under the laws of one Party but not of the other Party, the Party whose laws provide such protection shall be entitled to all rights in all countries which protect such intellectual property. The Parties may agree, however, to a different allocation of rights to such intellectual property.

VI. MISCELLANEOUS

A. Each Party and its Executive Agent shall take all necessary and appropriate steps to provide for the cooperation of its authors, inventors, and discoverers which is required to carry out the provisions of this Annex.

B. Each Party shall assume the responsibility to pay to its nationals such awards or compensation as may be in accordance with its laws and regulations. This Annex does not create any entitlement or prejudice any right or interest of the author or inventor to an award or compensation for his or her work or invention.

C. Intellectual property disputes arising under this Agreement should be resolved, if possible, through discussions between the Executive Agents. If the Executive Agents cannot resolve such a dispute, it shall be settled through consultations between the Parties or their designees.

VII. EFFECT OF TERMINATION OR EXPIRATION

Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

VIII. APPLICABILITY

This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed.