

WASHINGTON D.C.

17 June 1992

AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND
THE RUSSIAN FEDERATION
CONCERNING COOPERATION IN THE EXPLORATION
AND USE OF OUTER SPACE FOR PEACEFUL PURPOSES

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

Considering the role of the two States in the exploration
and use of outer space for peaceful purposes;

Desiring to make the results of the exploration and use of outer space available for the benefit of the peoples of the two states and of all peoples of the world;

Considering the respective interest of the Parties in the potential for commercial applications of space technologies for the general benefit;

Taking into consideration the provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and other Celestial Bodies, and other multilateral agreements regarding the exploration and use of outer space to which both States are Parties;

Expressing their satisfaction with cooperative accomplishments in the fields of astronomy and astrophysics, earth sciences, space biology and medicine, solar system exploration and solar terrestrial physics, as well as their desire to continue and enhance cooperation in these and other fields;

Have agreed as follows:

Article I

The Parties, through their implementing agencies, shall carry out civil space cooperation in the fields of space science, space exploration, space applications and space technology on the basis of equality, reciprocity and mutual benefit.

Cooperation may include human and robotic space flight projects, ground-based operations and experiments and other activities in such areas as:

- Monitoring the global environment from space;
- Space Shuttle and Mir Space Station missions involving the participation of U.S. astronauts and Russian cosmonauts;
- Safety of space flight activities;
- Space biology and medicine; and,
- Examining the possibilities of working together in other areas, such as the exploration of Mars.

Article 11

For purposes of developing and carrying out the cooperation envisaged in Article I of this Agreement, the Parties hereby designate, respectively, as their principal implementing agencies the National Aeronautics and Space Administration for the United States and the Russian Space Agency for the Russian Federation.

The Parties may designate additional implementing agencies as they deem necessary to facilitate the conduct of specific cooperative activities in the fields enumerated in Article I of this Agreement.

Each of the cooperative projects may be the subject of a specific written agreement between the designated implementing agencies that defines the nature and scope of the project, the individual and joint responsibilities of the designated implementing agencies related to the project, financial arrangements, if any, and the protection of intellectual property consistent with the provisions of this Agreement.

Article III

Cooperative activities under this Agreement shall be conducted in accordance with national laws and regulations of each party, and shall be within the limits of available funds.

Article IV

The Parties shall hold annual consultations on civil space cooperation in order to provide a mechanism for government-level review of ongoing bilateral cooperation under this Agreement and to exchange views on such various space matters. These consultations could also provide the principal means for presenting proposals for new activities falling within the scope of this Agreement.

Article V

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

Article VI

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant agreements concluded pursuant to Article II of this Agreement. Where allocation of rights to intellectual property is provided for in such agreements, the allocation shall be made in accordance with the Annex attached hereto which is an integral part of this Agreement. To the extent that it is necessary and appropriate, such agreements may contain different provisions for protection and allocation of intellectual property.

Article VII

This Agreement shall enter into force upon signature by the Parties and shall remain in force for five years. It may be extended for further five-year periods by an exchange of diplomatic notes. This Agreement may be terminated by either Party on six months written notice, through the diplomatic channel, to the other Party.

DONE at Washington, in duplicate, this seventeenth day of June, 1992, in the English and Russian languages, both texts being equally authentic.

FOR THE UNITED STATES
OF AMERICA:

FOR THE RUSSIAN FEDERATION:

ANNEX: INTELLECTUAL PROPERTY

Pursuant to Article VI of this Agreement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant agreements concluded pursuant to Article II of this Agreement. 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 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 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 Section II(a) above, shall be allocated as follows:

1. Visiting researchers and scientists visiting primarily in furtherance of their education shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher or scientist named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.

2. (a) For intellectual property created during joint research with participation from the two Parties, 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 country. Rights and interests in third countries will be determined in agreements concluded pursuant to Article II of this Agreement. 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 agreement concluded pursuant to Article II of this Agreement, rights to intellectual property arising from the research shall be allocated in accordance with Paragraph IIb1. In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by their institution from the licensing of the property.

{b} Notwithstanding Paragraph IIb2(a), 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 of the property shall nonetheless be entitled to royalties as provided in Paragraph IIb2(a).

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.

THE WHITE HOUSE

Office of the Press Secretary

For Immediate Release

June 17, 1992

JOINT STATEMENT ON
COOPERATION IN SPACE

The United States and the Russian Federation have agreed on steps to broaden cooperation in the use and exploration of outer space:

- Space Agreement: A new space agreement has been signed today that puts space cooperation between the two countries on a new footing, reflecting their new relationship.
 - The new agreement provides a broad framework for NASA and the Russian Space Agency to map out new projects in a full range of fields: space science, space exploration, space applications and the use of space technology.
 - Cooperation may include human and robotic space flight projects, ground-based operations and experiments and other important activities, such as monitoring the global environment from space, MIR Space Station and Space Shuttle missions involving the participation of U.S. astronauts and Russian cosmonauts, safety of spaceflight activities, and space biology and medicine.
 - Pursuant to the agreement, the two governments will give consideration to the following:
 - o flights of Russian cosmonauts aboard a Space Shuttle mission (STS 60), and U.S. astronauts aboard the MIR Space Station in 1993; and
 - o a rendezvous docking mission between the MIR and the Space Shuttle in 1994 or 1995.
 - An important part of the agreement involves annual subcabinet consultations led at the Under Secretary of State/Deputy Foreign Minister level, a new mechanism for high level government review of the bilateral civil space relationship between the two countries.
- Joint Study of Space Technology: The two governments are also announcing detailed technical studies of the possible use of space technology.
 - NASA is awarding a contract to the Russian firm NPO Energia; the principal area being examined is the Russian Soyuz-TM spacecraft as an interim crew return vehicle for Space Station Freedom.

- Other important areas to be studied are the suitability of the Russian developed Automated Rendezvous and Docking System in support of NASA spaceflight activities, the use of the MIR Space Station for long-lead time medical experiments, and other applications by NASA of Russian hardware.
- Space Commerce: Both governments also agreed on steps to encourage private companies to expand their search for new commercial space business.
 - The United States has accepted an invitation from the Russian Federation for American businessmen to visit Russia. The Department of Commerce will lead a delegation of U.S. aerospace firms to Russia in the near future on a space technology assessment mission.
 - The Russian Federation has accepted an invitation from the United States to send a delegation of business leaders to the United States to meet with their counterparts in the American aerospace private sector.
- Space Launch: Reflecting its support for economic reform in Russia, the United States has decided to consider favorably a decision expected by the INMARSAT Organization in July 1992 to launch one of the INMARSAT 3 satellites from Russia.
 - The INMARSAT 3 satellite is manufactured primarily in the United States. If approved by INMARSAT, this would mark the first time that a U.S. manufactured commercial satellite would be launched from Russia.
 - The United States and Russia have agreed to negotiate a bilateral agreement on technology safeguards for the INMARSAT 3 satellite to enable issuance of a U.S. export license.
 - The United States and the Russian Federation support the application of market principles to international competition in the provision of launch services, including avoidance of unfair trade practices.
 - Recognizing Russia's current transition to a market economy, and in order to allow consideration of future proposals involving Russian launch of U.S. satellites, the Russian Federation and the United States have agreed to enter into international negotiations on an expeditious basis to develop international guidelines concerning competition in the launch of commercial satellites.
 - In the case of INMARSAT, the Russian Federation has also assured the United States that the terms and conditions of the Russian proposal, including pricing, are consistent with those that would normally be offered in the international market.