AGREEMENT
for cooperation between the European Atomic Energy Community and the Government of the
Russian Federation in the field of controlled nuclear fusion

THE EUROPEAN ATOMIC ENERGY COMMUNITY,
hereinafter referred to as 'the Community', and
the Government of the RUSSIAN FEDERATION,
both referred to hereinafter as the 'Party' or 'Parties', as appropriate,
RECALLING that the Agreement on Partnership and Cooperation between the European Communities and their Member States, on the one hand, and the Russian Federation, on the other hand, which entered into force on 1 December 1997, establishes that the Parties shall cooperate in the nuclear sector, inter alia, through the implementation of two agreements on thermonuclear fusion and on nuclear safety,
DESIRING to facilitate the achievement of fusion energy as a potentially environmentally acceptable, economically competitive, and virtually limitless source of energy,
INTENDING to strengthen the collaboration being carried out worldwide under fusion programmes, particularly in the framework of the activities connected with the international thermonuclear experimental reactor, hereinafter referred to as the ITER,
RECOGNISING the commonality and complementarity of the Parties' fusion programmes,
DETERMINED to strengthen their cooperation in the field of controlled nuclear fusion through regular consultations,

HAVE AGREED AS FOLLOWS:

Article 1

The Parties shall maintain and intensify cooperation in the areas covered by their respective fusion programmes on the basis of equality and mutual benefit in order to develop, particularly in the framework of activities connected with ITER project implementation, the scientific understanding and technological capability underlying a fusion power system.

Article 2

Cooperation under this Agreement may be undertaken in the following research areas:

(a) plasma behaviour at tokamaks, including the large projects of the present generation and activities related to those of the next generation;
(b) alternative lines to tokamaks;
(c) magnetic fusion technology;
(d) plasma theory and applied plasma physics;
(e) development of programme policies and plans, and
(f) other areas as may be mutually agreed by the Parties.

Article 3

Cooperation in the areas referred to in Article 2 of this Agreement may be implemented through:

(a) exchanges of scientific and technical information;
(b) exchanges of personnel;
(c) joint meetings, conferences and seminars;
(d) exchanges of samples, materials, instruments and apparatus for experimental and evaluation purposes;
(e) balanced participation in joint studies and activities, and
(f) other activities as may be mutually agreed by the Parties.

Article 4

1. Within the framework of this Agreement, implementing arrangements on specific cooperative actions shall be concluded between the Community or any organisation associated with it within the framework of the Community fusion programme designated by the Community for this purpose, and the Ministry of the Russian Federation for Atomic Energy, or any organisation designated by it for the implementation of specific activities (hereinafter collectively referred to as 'the implementing agencies').

2. The abovementioned arrangements to implement activities listed in Article 3 shall contain:

(a) specific details, procedures and financing provisions for individual cooperative activities;
(b) assignment of the responsibility for the operational management of the concerned activity to a single organisation or its operating agent;
(c) detailed provisions on dissemination of information and treatment of intellectual property.

3. Each Party shall coordinate its activities under this Agreement as appropriate, with other international activities related to research and development in the field of controlled nuclear fusion in which the other Party is a participant, in order to minimise duplication of effort.

Article 5

1. The Parties shall establish a coordinating committee to coordinate and to supervise the execution of this Agreement. Each of the Parties shall appoint an equal number of members to the coordinating committee and nominate one of its appointed members as its head of delegation. The coordinating committee shall meet each year, alternately in the Community and in the Russian Federation unless otherwise agreed upon. The head of delegation of the receiving Party shall chair the meeting.

2. The functions of the coordinating committee shall include:

(a) assessing the state of cooperation under this Agreement;
(b) determining the specific tasks to be undertaken in the areas referred to in Article 2.

3. All decisions of the coordinating committee shall be taken by unanimity. For making such decisions, each Party shall have one vote to be cast by its head of delegation.

4. For periods between meetings of the coordinating committee, each Party shall nominate an executive secretary to act on its behalf in all matters concerning cooperation under this Agreement. The executive secretaries shall be responsible for day-to-day management of such cooperation.

Article 6

All costs resulting from the cooperation under this Agreement shall be borne by the Party that incurs them, unless otherwise specifically agreed in writing.

Article 7

Treatment of information, industrial property and copyright resulting from the cooperative activities under this Agreement shall be in accordance with the Annexes I, II and III, which form an integral part of this Agreement.

Article 8

Nothing in this Agreement shall be construed to prejudice existing or future arrangements for cooperation between the Parties.

Article 9

1. The implementation of cooperative activities by the Parties under this Agreement shall be subject to the availability of appropriated funds.

2. Cooperation under this Agreement shall be in accordance with the laws and regulations applicable in each of the Parties.

3. Each Party shall use its best endeavours, within the framework of its laws and regulations applicable, to facilitate the accomplishment of formalities involved in the movement of persons, the transfer of materials and equipment and the transfer of currency required to conduct the cooperation.

4. Compensation for damages incurred during the implementation of this Agreement shall be made in accordance with the laws and regulations applicable in each of the Parties.

Article 10

Subject to their respective laws and regulations, the Parties shall endeavour to settle all questions connected with this Agreement, including those related to its application and interpretation, through consultations between themselves.

Article 11

1. This Agreement shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures necessary for its entry into force have been completed. It shall remain in force for an initial period of five years.

2. Thereafter, this Agreement shall be automatically renewed for five-year periods, unless either Party, by written notice, requests its termination or renegotiation not later than six months prior to the expiry date.

3. In the event of termination or renegotiation of this Agreement the provision thereof shall remain valid in its previous form, with respect to cooperation activities effectively entered into prior to the request for termination or renegotiation and to implementing arrangements as envisaged in Article 4 of this Agreement, until the end of such activities and arrangements.

4. Termination of this Agreement shall not affect rights and obligations of the Parties under Article 7 of this Agreement.

Article 12

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Atomic Energy Community is applied and under the conditions laid down in this Treaty and to the territories of the countries participating in the Community fusion programme as fully associated third States and, on the other hand, to the territory of the Russian Federation.
Done at Brussels on the third day of October in the year two thousand and one in duplicate, in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Russian, Spanish and Swedish languages, each text being equally authentic.

For the European Atomic Energy Community
Philippe BUSQUIN

For the Government of the Russian Federation
Alexander RUMYANTSEV
ANNEX I

Guiding principles on the allocation of intellectual property rights resulting from joint research activities under the Agreement for Cooperation in the field of controlled nuclear fusion

I. OWNERSHIP, ALLOCATION AND EXERCISE OF RIGHTS

1. This Annex shall apply to joint research activities under this Agreement except as otherwise agreed by the Parties. The participants shall jointly develop technology management plans (TMPs) in respect of the ownership and use, including publication, of information and intellectual property, hereinafter referred to as results of intellectual activities (RIA), to be created in the course of joint research. The TMPs shall be approved by the Parties before the conclusion of any specific R & D cooperation contracts to which they refer. The TMPs shall be developed taking into account the aims of the joint research, the relative contributions of the participants, peculiarities of licensing by territory or for a specific field of use, requirements imposed by laws applicable and other factors deemed appropriate by the participants. The rights and obligations concerning the research generated by visiting researchers under this Agreement in respect of RIA shall also be addressed in the joint TMPs.

2. RIA created in the course of joint research and not addressed in the TMP shall be allocated, with the approval of the Parties, according to the principles set out in the TMP. In case of disagreement, such RIA shall be owned jointly by all the participants involved in the joint research from which the RIA results. Each participant to whom this provision applies shall have the right to use such RIA for his own commercial exploitation with no geographical limitation.

3. Each Party shall ensure that the other Party and its participants shall have the rights to RIA allocated to them in accordance with these principles.

4. While maintaining the conditions of competition in areas affected by this Agreement each Party shall endeavour to ensure that rights acquired pursuant to this Agreement and arrangements made under it are exercised in such a way as to encourage in particular:
   (i) the dissemination and use of information created, disclosed legally, or otherwise legally made available, under the Agreement;
   (ii) the adoption and implementation of international technical standards.

II. COPYRIGHT WORKS

1. Copyright belonging to the Parties or to their participants shall be accorded treatment consistent with the Berne Convention for the protection of literary and artistic work (Paris Act 1971).

2. Without prejudice to section III of this Annex, unless otherwise agreed in the TMP, publication of results of research shall be made jointly by the Parties or participants to that joint research. Subject to the foregoing general rule, the following procedures shall apply:
   (a) in the case of publication by a Party or its other participants, of scientific and technical journals, articles, reports, books, including video and software, of the results arising from joint research pursuant to this Agreement, the other Party or its other participants shall be entitled to a worldwide, non-exclusive, irrevocable, royalty-free licence to translate, reproduce, adapt, transmit and publicly distribute such works;
   (b) the Parties shall ensure that literary works of a scientific character arising from joint research pursuant to this Agreement and published by independent publishers shall be disseminated as widely as possible;
   (c) all copies of a copyright work to be publicly distributed and prepared under the provisions of this Agreement shall indicate the names or pseudonyms of the author(s) of the work unless an author or authors expressly declines or decline to be named. The copies shall also bear a clearly visible acknowledgment of the cooperative support of the Parties and/or their representatives and/or organisations.

III. UNDISCLOSED INFORMATION

1. Documentary undisclosed information
   (a) Each Party or its participants, as appropriate, shall identify at the earliest possible moment and preferably in the TMP the information that it wishes to remain undisclosed in relation to this Agreement, taking account, inter alia, of the following criteria:
      — secrecy of the information in the sense that the information is not, as a body or in the precise configuration or assembly of its components, generally known among or readily accessible by lawful means to experts in the field,
— the actual or potential commercial value of the information by virtue of its secrecy for the third party,
— previous protection of the information in the sense that it has been subject to steps that were reasonable
under the circumstances by the person lawfully in control, to maintain its secrecy.

The Parties and their participants may, in certain cases, agree that, unless otherwise indicated, parts of or all
the information provided, exchanged or created in the course of joint research pursuant to the Agreement
shall not be disclosed.

(b) Each Party shall ensure that undisclosed information under this Agreement and its ensuing privileged nature is
readily recognisable as such by the other Party, for example by means of an appropriate marking or restrictive
legend. This also applies to any reproduction of the said information, in whole or in part.

A Party receiving undisclosed information pursuant to this Agreement shall respect the privileged nature
thereof. These limitations shall automatically terminate when this information is disclosed by the owner
without restriction to experts in the field.

(c) Undisclosed information communicated under this Agreement may be disseminated by the receiving Party to
persons within or employed by the receiving Party, and other concerned departments or agencies in the
receiving Party authorised for the specific purposes of the joint research under way, provided that any
undisclosed information so disseminated shall be pursuant to a specific agreement on confidentiality and shall
be readily recognisable as such, as set out above.

(d) With the prior written consent of the Party providing undisclosed information under this Agreement, the
receiving Party may disseminate such undisclosed information more widely than otherwise permitted in
paragraph (c). The Parties shall cooperate in developing procedures for requesting and obtaining prior written
consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its
domestic policies, regulations and laws.

2. Non-documentary undisclosed information

Non-documentary undisclosed or other confidential or privileged information provided in seminars and other
meetings arranged under this Agreement, or information arising from the attachment of staff, use of facilities, or
joint projects, shall be treated by the Parties or their participants according to the principles specified for
documentary information in this Annex, provided, however, that the recipient of such undisclosed or other
confidential or privileged information has been made aware of the confidential character of the information
communicated at the time such communication is made.

3. Control

Each Party shall endeavour to ensure that undisclosed information received by it under this Agreement shall be
controlled as provided therein. If one of the Parties becomes aware that it will be, or may reasonably be expected
to become unable to meet the non-dissemination provisions of paragraphs 1 and 2, it shall immediately inform
the other Party. The Parties shall thereafter consult to define an appropriate course of action.
ANNEX II

Definitions

1. INTELLECTUAL PROPERTY: shall have the meaning found in Article 2 of the Convention establishing the World Intellectual Property Organisation, done at Stockholm on 14 July 1967.

2. PARTICIPANT: any natural or legal person, including the Parties themselves, participating in a project under this Agreement.

3. JOINT RESEARCH: research implemented and/or funded by the joint contributions of the Parties and with collaboration from participants of both Parties, where appropriate.

4. INFORMATION: scientific or technical data, results or methods of research and development stemming from the joint research and any other information deemed necessary by the Parties and/or participants engaged in the joint research to be provided or exchanged under this Agreement or research pursuant thereto.

5. RESULTS OF INTELLECTUAL ACTIVITY: information and/or intellectual property.

ANNEX III

Indicative features of a technology management plan (TMP)

The TMP is a specific agreement to be concluded between the participants, about the implementation of joint research and the respective rights and obligations of the participants. With respect to RIA, the TMP will normally address, inter alia: ownership, protection, user rights for R & D purposes, exploitation and dissemination, including arrangements for joint publication, the rights and obligations of visiting researchers and dispute settlement procedures. The TMP may also address foreground and background information, licensing and deliverables.