

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE NATIONAL INSTITUTE OF STANDARDS  
OF THE DEPARTMENT OF COMMERCE  
OF THE UNITED STATES OF AMERICA  
AND  
THE ACADEMY OF SCIENCES  
OF THE RUSSIAN FEDERATION**

**ON COOPERATION IN  
CHEMISTRY, PHYSICS AND ENGINEERING MEASUREMENT SCIENCES  
AND  
STANDARDS-RELATED ACTIVITIES**

**Article I. Purpose and Objectives**

**A.** In accordance with and subject to the Agreement between the Government of the United States of America and the Government of the Russian Federation on Science and Technology, Cooperation, signed on December 16, 1993, as extended, (hereinafter referred to as "the Agreement"), the National Institute of Standards and Technology (NIST) of the Department of Commerce of the United States of America and the Academy of Sciences of the Russian Federation (RAS) (hereinafter referred to as "the Parties"), hereby agree to pursue scientific and technical cooperation in chemistry, physics, and engineering measurement sciences and standards-related activities in accordance with this Memorandum of Understanding (hereinafter referred to as "the Memorandum").

**B.** The purpose of this Memorandum is to provide a framework for the exchange of scientific and technical knowledge services and the augmentation of scientific and technical capabilities of the Parties with respect to chemistry, physics, and engineering measurement sciences and standards-related activities.

**Article II. Cooperative Activities**

**A.** Forms of cooperative activities under this Memorandum may consist of exchange of technical information; exchange visits; cooperative research between scientists of the Parties engaged in research disciplines within the scope of programs of the Parties; and other forms of cooperative activities as are mutually agreed upon.

**B.** Specific types of cooperation may include, but are not limited to, areas of mutual interest such as:

1. Assignments of guest scientists to each other's laboratories for periods to be agreed upon by the Parties, as permitted under existing laboratory policies and programs;
2. Cooperative research projects carried out partially in each institution;

3. Mutual development of Standard Reference Materials;
4. Participation in seminars, and workshop and training courses in each others' laboratories;
5. Participation in standards related measures and conformity assessment activities;
6. Exchange of publications;
7. Temporary loan of equipment, when available, for the implementation of specific activities; and
8. Other activities as may be agreed.

### **Article III. Source of Funding**

Research activities under this Memorandum are subject to and dependent upon availability of appropriated funds, personnel, and resources. Under the Memorandum, the receiving-side will provide facilities, supplies, and other research costs except for those which are required only to meet a Guest Researcher's special needs. In most cases, the scientists arriving under this MOU, whatever the activity is, will be responsible for their subsistence allowance to cover differential costs of living, *i.e.* accommodation, per diem, local transportation, *etc.* However, the receiving-side may provide a portion or all the subsistence allowance if doing otherwise would prevent the exchange from occurring.

### **Article IV. Intellectual Property**

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum are set forth in Annex II of the Agreement.

### **Article V. Disclaimer**

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or any third Party.

### **Article VI. Planning and Review of Activities**

**A.** The Parties shall name representatives who, at times mutually established by the Parties, shall plan and review activities under this Memorandum and use their best abilities to mitigate disputes, if any.

**B.** The point of contact for implementation of these activities for NIST shall be the NIST Office of the Director for International and Academic Affairs, and the representative of the RAS shall be the RAS Directorate of External Relations.

### Article VII. Project Annexes

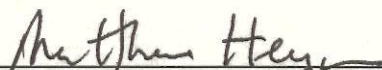
Any activity carried out under this Memorandum shall be agreed upon by the Parties in writing and shall be subject to further arrangements. All activities under this Memorandum shall be carried out in accordance with the laws and regulations of the United States and the Russian Federation. Whenever more than the exchange of technical information or exchange visits of individuals is planned to take place, such activity shall be described in an Annex to this Memorandum which shall be set forth as appropriate to the activity, work plan, staffing requirements, cost estimate, funding source, and their undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and of the Annex hereto, the terms of this Memorandum shall be controlling.

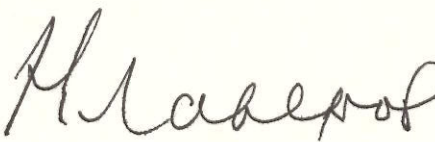
### Article VIII. Entry into Force and Termination

This Memorandum shall enter into force upon signature and shall remain in force for five (5) years. It may be extended by mutual written agreement of the Parties for five-year periods, unless terminated earlier by either Party upon ninety (90) days written notice to the other Party. This Memorandum may be amended by written agreement of the Parties.

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

Done in Gaithersburg on this 13<sup>th</sup> day of April 2006, in duplicate in the English and the Russian languages, both texts being equally authentic.

  
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For the National Institute of  
Standards and Technology  
Of the Department of Commerce  
Of the United States of America

  
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For the Academy of Sciences of the  
Russian Federation