

Memorandum of Understanding
on
Scientific Collaboration
between
The Russian Foundation for Basic Research
And
The Research Council of Norway

The Research Council of Norway (RCN) and the Russian Foundation for Basic Research (RFBR), hereinafter referred to as the Parties, recognizing the importance of international co-operation in the field of science, have concluded the following Memorandum of Understanding with object to promote and develop the premises of co-operation of scientists in both countries;

Article I

The Parties shall, within their spheres of competence, promote and support co-operation between researchers, research institutions, institutes and universities of both countries in all fields of basic research.

The Parties encourage to flexible co-operation, which should be based on direct contacts between scientists and research teams of both countries.

Article II

The Memorandum of Understanding may include the following forms of collaborative activities;

- a) The Parties shall inform each other of their main activities and aims to exchange information and experience of evaluation of science and financing procedures.
- b) Co-operation in the field of evaluation procedure;

- The Parties shall encourage scientists to work as experts in the field of evaluation of scientific projects.

- The Parties shall encourage their peers to take part in the evaluation of scientific projects proposed by the other Party.

- The Parties shall inform each other of the peers used as experts in evaluating the proposals.

c) The Parties shall encourage and support scientific co-operation in joint research projects, workshops and seminars, conducted by scientists of both countries.

d) Other co-operative activities as may be mutually agreed upon.

Article III

The collaborative activities to be carried out under the Memorandum of Understanding should meet the following requirements:

- All collaborative activities must be of high scientific standard and beneficial to the advancement of science.
- Each collaborative activity should be significant, from a scientific point of view, and as a bilateral co-operative project, performed on a basis of mutuality and equality.
- Scientists of each country should take part in their capacities as individuals.

Article IV

The Memorandum of Understanding shall be implemented through Joint Guidelines for Implementation of the Memorandum, which are to be established by the Parties and which form an integral part of this Memorandum.

Article V

The Memorandum of Understanding is subject to the budgetary appropriations available to each Party and the applicable laws and regulations of each side.

Each party shall, in principle, bear the expenses of the participants from its own country.

Article VI

Intellectual Property arising from the collaborative activities carried out under the Memorandum of Understanding shall be the property of the participant carrying out the work generating that Intellectual Property.

"Intellectual Property" shall include the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organizations, done at Stockholm July 14, 1967, and may include other subject matter as agreed by the Parties.

Where several participants have jointly carried out work generating Intellectual Property and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Intellectual Property.

An agreement shall be established regarding the allocation and terms of exercise of joint ownership.

Where no joint ownership agreement has yet been concluded, each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sublicense, subject to the following conditions:

- (a) prior notice must be given to the other joint owners;
- (b) fair and reasonable compensation must be provided to the other joint owners.

Participants may define the background needed for the purposes of the project in a written agreement and, where appropriate, may exclude specific background.

Further rights and obligations of participants concerning dissemination, use and access rights shall be established in accordance with the Agreement on Scientific and Technological Cooperation between the Government of the Russian Federation and the Government of Norway, and its Annex concerning dissemination and use of information and allocation of intellectual property rights.

Article VII

The Parties will meet annually in the form of a small group acting as a joint committee to plan for co-operative activities and to sum up results.

Call for proposals will be officially announced on the web-pages of both Parties at agreed date and with agreed deadline.

With regard to assessments of proposals that have been completed, the Parties will meet in order to agree upon the projects to be jointly funded. The decision with an agreed list of awardees will be officially announced on the web-pages of both Parties.

Article VIII

This Memorandum shall come into force upon signature by both Parties. It shall continue to be valid unless either Party notifies the other of its intention to terminate the Memorandum. Such notification shall be made in writing at least six months in advance.

Termination of this Memorandum will not affect activities already jointly approved or in progress under the terms of this Memorandum.

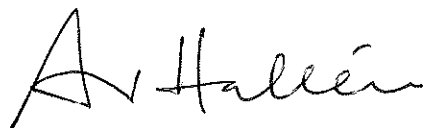
Article IX

This Memorandum may be amended by mutual agreement through the exchange of letters.

This Memorandum of Understanding has been enacted in two identical English originals, both equally valid.

Done in Oslo, 13 September 2011

Academician Arvid Hallén
Director General
Research Council of Norway



Academician Vladislav Panchenko
Chairman of The Board
Russian Foundation for Basic Research

