

## **Memorandum of Understanding on Cooperation between**

**The Research Council of Norway**

**and**

**The Russian Foundation for Humanities**

The Research Council of Norway (RCN) and the Russian Foundation for Humanities (RFH), hereinafter referred to as the "Parties", seeking to make effective use of both Parties' organisational and financial potential for realising joint researcher projects to be carried out by researchers in Russia and Norway in the fields of the social sciences and humanities, have agreed on the following:

### **Article 1. Objective**

The Parties undertake to promote cooperation aimed at facilitating the implementation of research activities to be conducted by researchers in Russia and Norway in the fields of the social sciences and humanities. Joint activities resulting from this Agreement will be carried out in accordance with international agreements, including the Agreement on Scientific and Technological Cooperation between the Government of the Russian Federation and the Government of Norway and its Annex, as well as the Parties' respective national legislation.

The Parties undertake, within the scope of their competence, to promote and support cooperation between researchers, research institutions, independent research institutes and universities in both countries in the fields of the humanities, social sciences and economics. The Parties will work to promote flexible cooperation based on direct contacts between researchers and research groups in both countries.

### **Article 2. Bilateral cooperation**

Within the framework of this Agreement, cooperation between the two countries' researchers will be realised in the following ways: the implementation of joint scientific research projects, the joint implementation of scientific measures (conferences, seminars, roundtable discussions); and other forms of cooperation (expeditions, field work etc.)

Joint research projects are to be based on direct scientific cooperation between researchers in the two countries. The most important form of cooperation between the Parties will be the realisation of joint research projects resulting from joint funding announcements with funding from both Parties.

Collaborative projects selected on the basis of a competitive process will be funded by the Parties on the principle that "Each Party funds the researchers from its own country". The Parties may decide on other terms and conditions for project funding.

The Parties will assist each other as regards the exchange of scientific material and literature and this reciprocal exchange of materials will be carried out in accordance with relevant existing legislation in each of the countries. Information and results generated by scientific research activities carried out within the framework of this Agreement will be distributed to scientific communities in both countries through normal channels and in accordance with approved procedures.

### **Article 3. Intellectual property rights**

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 4. Regular meetings**

Cooperation between the Parties will be followed up through regular meetings at which the status of the cooperation will be discussed. The framework and procedures for the implementation of funding announcements, assessment by expert referees and selection of projects will be decided by the Parties. Questions related to the implementation of this Agreement will be resolved through reciprocal exchange of letters or at meetings between the two represented Parties.

### **Article 5. Validity of the Agreement**

The present Agreement may be modified or amended by mutual agreement of the Parties.

Modifications or amendments will be formally recorded and will enter into force from the date of signature.

The present Agreement will apply for a period of three years and will enter into force from the date of signature. If no written notification regarding the termination of the Agreement has been received from either of the Parties within six months prior to the expiry of the Agreement, the Agreement will automatically be extended for a further three years and will be extended in a similar manner thereafter.

The present Agreement is signed in Russian and English, where both versions are legally binding.

**For the Russian Foundation for Humanities For the Research Council of Norway**

Chair of the Board, RFH

  
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V.N. Fridlyanov

Director General, RCN

  
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