

AGREEMENT
on cooperation in the area of research and technology
between
The Institute for Oil and Gas at the Russian Academy of Sciences
(hereafter referred to as the RAS Institute)
and
The PETROMAKS programme at the Research Council of Norway

Hereafter referred to as the Parties

Realising the crucial role they play in their countries as independent players, and as contributors to basic and applied research relating to studies on deposits of oil and natural gas and thus the production of various products based on raw material of hydrocarbons; affirming their desire to establish and develop closer bilateral cooperative relations; and based on the Declaration of Intent between the Russian Academy of Sciences and the Research Council of Norway's cooperation in the area of science and technology, have agreed to the following:

Article 1. Thematic area of the Agreement

1. It is the intention of the Parties to establish and develop mutually beneficial scientific and technological cooperation within specific areas agreed upon by the Parties.
2. The Parties agree to assign to the RAS Institute the task of coordinating Russian research organisations under the Russian Academy of Sciences vis-à-vis the Research Council of Norway as represented by the PETROMAKS programme within the agreed upon areas.
3. The collaboration only encompasses projects to which the RAS Institute and/or RFBR (Russian Foundation for Basic Research) and the PETROMAKS programme at the Research Council of Norway have provided funding.
4. The Parties' collaboration shall be implemented on the basis of separate project contracts. The project participants must sign contracts that stipulate the project's organisation, financing, form and terms of cooperation, intellectual property rights and other pertinent matters.
5. This Agreement is not exclusive and allows the Parties to engage in other forms of cooperation between the two countries. Should such cooperation be established, the Parties shall notify each other of this and practice transparency with regard to such cooperation.

Article 2. Forms of cooperation

Cooperation between the Parties may, for example, be carried out in the following ways:

- a) exchange of information;
Exchange of information between the Parties shall take into consideration the limitations arising from the national statutory frameworks and the principles and guidelines set out by the Parties.
- b) exchange of scientific and technical personnel;

The number of participants involved in an exchange of personnel and their specialisations within the various areas of activity, as well as the number and form of the personnel's participation in projects and the form of financing shall be stipulated by the Parties in the individual contracts as stated above in Article 1 of this Agreement

c) joint projects;

The Parties may invite project proposals involving participants from the two countries, as well as prepare a list of potential joint projects and facilitate the performance of these.

d) other forms of cooperation as agreed upon between the Parties.

Article 3. Organisation

1. To coordinate joint activity conducted within the framework of this Agreement, the Parties shall establish a working group consisting of two to three members from each Party.

2. The working group shall meet once per year in Moscow and Oslo, on an alternating basis, under the leadership of representatives of the Party responsible for organising the meeting. Each Party is responsible for covering the costs of participation in the group's activities for their representative(s).

3. The working group's tasks may include the following:

- a) create a framework for joint projects (consortia) between players from the two countries;
- b) draw up proposals for cooperative activities;
- c) evaluate the collaboration and provide recommendations for improvement;
- d) resolve any disputes and disagreements that may arise;
- e) prepare an overview of ongoing collaborative projects.

Article 4. Intellectual property rights

1. Scientific or technological research findings and information generated by projects shall be administered in accordance with the provisions and guidelines set out by the Parties. It is desirable that as much as possible of the findings and information will be made openly available to the scientific and technological community.

2. For joint projects, those among the project participants (consortium partner) who need to protect their intellectual property rights with regard to findings and knowledge must take the initiative to secure such protection and inform the other project participants of this before measures relating to such rights are implemented. The Parties shall be notified and shall consult with each other and the project participants in relation to the measures chosen to secure protection.

Article 5. Confidentiality

1. Should one of the participants in a collaborative project (consortium partner) during performance of the project obtain access (in verbal or written form or in another tangible form) from one of the other participants (consortium partner) to knowledge, facts or other information regarded by the participant relaying the information as confidential, or should the information relayed reveal itself to be of such a nature, the participant receiving the information shall also regard this as confidential and shall not use it for any purpose outside the collaboration within the consortium. The Parties to this Agreement shall be informed.

2. The Parties shall in addition agree to terms and a form for communicating information received during the collaborative effort.

Article 6. General

1. This Agreement is valid from the date of its signing for a period of four years.
2. The article in this Agreement regarding confidentiality shall remain in force even after the termination of the Agreement.
3. All disputes and disagreements regarding the interpretation or application of this Agreement shall be addressed by the Parties through discussion. Contracts signed as a result of this Agreement shall include reference to the legislation that is to apply in the event of disputes.
4. This Agreement may be further developed or amended if the Parties so agree. All amendments or addendums to this Agreement shall be made in writing.
5. Upon expiration of this Agreement, activities already commenced will normally be carried out as planned.

Article 7. The Parties' business addresses

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Address:
Russia 117901
Ul. Gubkina d.3

Research Council of Norway
The PETROMAKS Programme
P.O. Box 2700
St. Hanshaugen
NO-0131 Oslo, Norway

This Declaration was prepared on 17 June 2009, in four copies, two in Russian and two in English. Both versions are equally valid. In the event of any disputes that need to be resolved, the English-language version shall apply.

For the Institute of Oil and Gas
Russian Academy of Sciences

For the PETROMAKS programme
Research Council of Norway

A. Dimitrievskij
Academician

Fridtjof Fossum Unander
Director