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ID	Doc Type	Document Description	No of Pages	Doc Date	Restrictions
9816	PAPER	GENERAL AGREEMENT, ANNEX, AND CONDITIONS [1 - 71]	63	8/26/1983	B1
	R	7/7/2008	NLRRF06-114/7		

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DATE: 08/26/83

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 7649

CULTURAL RELATIONS

Contacts, Exchanges and Cooperation in
Scientific, Technical, Educational,
Cultural and Other Fields

General Agreement, with Annex,
Between the
United States of America
and the Union of Soviet
Socialist Republics

Signed at _____

and

Exchange of Notes

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved
July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)--

"...The Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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UNION OF SOVIET SOCIALIST REPUBLICS

Cultural Relations: Contacts, Exchanges and Cooperation
in Scientific, Technical, Educational, Cultural and
Other Fields

General agreement, with annex, signed
at _____

_____;

And exchange of notes;

Entered into force _____.

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Amb. Matlock 11

UNITED STATES GOVERNMENT

memorandum

DATE: February 26, 1984

**REPLY TO
ATTN OF:** P&C - Raymond E. Benson *REB*

SUBJECT: Suggested Changes in the August 31 Draft of the Exchanges Agreement

THRU: DCM - Warren Zimmermann *WZ*

TO: The Ambassador

1. At Article IV of the General Agreement (page 10), add a phrase to para 2., 6.: "... ,including on the premises of the sending side's Embassy or of the Ambassador's or Consul General's Residences."

2. At Article XVI of the General Agreement (page 19), add a paragraph:
" c. Guest-of-the-Ambassador or Guest-of-the-Consul General visas to accomodate visitors participating in exchanges, cooperative activities, exhibits, performances by groups or individuals or involved in any way in organizing or carrying out these activities shall be handled expeditiously and with priority attention within this fourteen day period."

3. At Section III, "Arts and Culture," of the Annex (pages 8-11), add a paragraph:

" 7. The Parties will do all within their legal powers to facilitate such performances by groups or individuals as the sending side may wish to organize on the premises of its Embassy or of the Ambassador's or Consul General's Residences, these to be above and beyond the tours of the groups and individuals specified under paragraphs 1 and 2, above."

P&C:REBenson:bjk

memorandum

DATE: February 12, 1984

REPLY TO
ATTN OF: P&C/CPAO - Raymond E. Benson *REP*

SUBJECT: Comments on August 31 draft of The Exchange Agreement

TO: The Ambassador

THRU: DCM - Mr. Warren Zimmermann

1. The August 31 draft was prepared by a USIA committee acting on the basis of an August 11 memo from Bob Earle conveying the Director's view that the May 5 draft Agreement was neither reciprocal enough within its own terms nor precluded Soviet performing groups or individuals from coming to the States outside the Agreement's terms.
2. Accordingly, the August 31 draft added the phrase "full and strict reciprocity" to many paragraphs, mostly with no substantive effect. Effects we should be concerned with are noted below, with appropriate comment. The August 31 draft also deletes sections of the May 5 draft which should be restored, also noted below. Finally, there are suggested additions to the August 31 draft.
3. In three places, sections of the May draft are deleted from the August 31 draft. These were accepted parts of previous Agreements, and should be restored.

(a) Tab A -- At this point the following paragraph was deleted (see Article III, 1., c., of the General Agreement, p.8 of the May 5 text):

"The facilitation of the exchange, by appropriate organizations, of educational and teaching materials on methodology, samples of teaching instruments and visual aids...."

COMMENT: There never was a lot of business done with reference to this paragraph. The exchange of such materials should be considered a good thing, and we should not now seem to be against it.

(b) Tab D -- At this point in the General Agreement, the August 31 draft has excised reference to "translators of literary works."

COMMENT: We have always favored improving the quality and increasing the quantity of translations of the other's literatures. We are currently working on plans for a

long-range exchange of translators which would be facilitated by a USIA grant to the Columbia University Translation Center. This cut should be restored.

- (c) Tab M -- At this point the August 31 draft drops a whole paragraph from the May 5 draft (Article V, para. 6 of the Annex, p. 14):

"The Parties recognize the value of the visits by other specialists in addition to those noted elsewhere in this Agreement, for lectures and participation in seminars, meetings and discussions which contribute to better understanding between the peoples of the two countries."

COMMENT: This paragraph commits us to nothing, nor was it in the past cited in suggesting programs which the USG had to support in any way. Thus, there seems no reason to drop it, lest we convey the message that the USG values such visits as described only if they are specifically "noted in the Agreement."

4. The teaching of each other's language is mentioned only once, instead of twice. The following from the May 5 draft Annex (Article I, para. 6, p. 5), is deleted. It would be at Tab G in the August 31 draft:

"The United States will continue to take measures to encourage the study of the Russian language in the United States in accordance with the provisions of the Joint United States-Soviet Communique of May 29, 1972. The Soviet Union will continue its practice in teaching English in the Soviet Union."

COMMENT: Since neither the Communique nor the Statement of Basic Principles, to which it refers, mentions language teaching, the cut can be defended. Paragraph 9 of the Principles says only that "The two sides reaffirm their intention to deepen cultural ties with one another and to encourage fuller familiarization with each other's cultural values. They will promote improved conditions for cultural exchanges and tourism."

The August 31 draft refers to language teaching only in para. 2 of Article III of the General Agreement - Tab B.

COMMENT: This text implies that encouraging the study of the other's language is essentially a bilateral act. A minor adjustment could remove that impression. (See pencilled changes at Tab B.)

5. In August 31 draft General Agreement seems to commit us to reciprocal responsibility to organize film weeks and film premieres which we have in the past been unable to carry out.

For example, the May 5 draft General Agreement (Article 5, para. 10, p. 10) states that:

"The Parties further agree that, when requested to do so by organizations and individuals of their respective countries, they will consider proposals to expand exchanges in this field by appropriate reciprocal programs, including the holding of film premieres and film weeks in each country...."

At Tab C the August 31 draft General Agreement discusses film weeks and premieres more crisply: (Article V, para. 2, p. 11)

"Film weeks and the holding of film premieres in each country will be organized on the basis of strict and full reciprocity for the other country."

COMMENT: The qualifiers in the May 5 draft are retained from earlier Agreements. The USG was kept from confrontation with private U.S. organizations, from having to tell the Chicago Art Institute, MOMA, the Smithsonian or the American Film Institute that the USG would seek to block its planned Soviet film week until a counterpart event was scheduled in the USSR.

American host institutions are usually totally disinterested in becoming involved in reciprocal programming in the USSR. For one, they don't have the funds or the staff for it. Should USG funds be provided, the USG would become concerned with the content of the films and with certain administrative aspects of the film weeks to be held in the USSR, to ensure full reciprocity. Would this be in the name of the U.S. institutions which had earlier hosted the USSR film week? They are leery of having the USG speak or act on their behalf.

The same problem occurs should a week of US films in the USSR under USG auspices be the first in an exchange. Could the USG force a US institution to host a Soviet film week, and also to adjust certain administrative matters, to ensure reciprocity? Could we force the US host to exact charges equal to those the USG would have to pay in the USSR?

The qualifiers were no less helpful in regard to a possible exchange of film premieres. The USG cannot ensure the same reception for a Soviet film in the US as GOSKINO could drum up within two weeks in the USSR. Whom would the USG ask that a premiere for a Soviet film be organized, and according to criteria the USG would impose, to ensure full and strict reciprocity?

6. Section VI ("Other Exchanges", p. 13 - Tab L) of the Annex of the August 31 draft discusses annual reciprocal appearances by each country's Chief of State, then refers to appearances by other "official representatives":

"Any arrangements for additional appearances on the other country's television will be made on a strictly reciprocal appearance basis."

COMMENT: How can this be enforced, against our networks' no doubt growing wish to interview the Soviet Union's "official representatives"? To whom would we complain? To our nets? to GOSTELERADIO? if we detected an "official Soviet" being interviewed, when one of our spokesmen wasn't scheduled?

7. As for PAGs and performers generally, there are three problematic points. (Compare Article III of the May 5 Annex, pp. 8-9, with Section III of the August 31 Annex pp. 8-9, at Tab H):

- (a) The phrase "on the basis of strict and full reciprocity" introduced by the August 31 draft (see para. 1) means that either party could forestall the other's programs by reducing its own. This would make a shambles of planning, which involves financial commitments sometimes over a year in advance. Past Agreements avoided this potential problem by not mentioning reciprocity but by pledging each side to send "at least ten" PAGs to the other country within the three-year program period. Thus, if the USSR would have sent only eight groups, not "at least ten", we would not have been limited to eight, but could have gone on to as many as we could afford, GOSKONCERT willing. The Soviets were similarly unbound in their plans to negotiate with US impresarios.

The new text (also para. 1), further, betrays even greater concern that Soviet PAGs would outnumber ours. There is a new sentence:

"If tours of more than 10 major performing arts groups are feasible, additional groups may be accommodated, but only on the basis of equal numbers of groups exchanged between the countries."

COMMENT: Who has the legal authority to forestall Soviet groups coming to the US if either impresarios Shelly Gold, Sam Niefeld, Jacques Leiser, or the Met Opera or the Lincoln or the Kennedy Center is willing to book Soviet PAGs, which then total more than the agreed-on minimum of ten and are more than the USG is willing to subsidize coming this way?

- (b) In discussing individual performers (para. 2, p. 9 at Tab I) the new text would keep out Soviet individual performers unless an equal number of US performers appear in the Soviet Union.

COMMENT: Such a limitation is new and raises the question of enforcement. Our impresarios are always eager to invite Soviet performers, as the Carnegie Hall recently has for 1984/85. It is perfectly true that US individual performers came to the USSR hardly at all. That was the result of a CU/Arts ruling that its budget for subsidies to performing artists would be limited to groups of at least four in number. GOSKONCERT would have been ready to handle a number of our top soloists but couldn't afford them unless we subsidized the basic dollar cost.

- (c) The August 31 draft adds a new paragraph on remuneration (Conditions, para. A, p. 16, at Tab N):

"With reference to the conditions governing performances in the Soviet Union by the United States performing arts groups and individual artists, payment by Soviet concert organizations for such performances will be made in an agreed combination of US dollars and rubles. The ruble amount shall not exceed the estimated costs for the food for the performing artists during their stays in the Soviet Union."

COMMENT: Such specific detail was not included in earlier Agreements, but left for the negotiation of the contract. Rubles were always used also for several other necessary expenses, such as hotels, internal travel, local transport of props and instruments, interpreters, etc. Analysis of past contracts is in order, but we have none at the Post, nor does the Agency or SOV — at least on a first-look around. It may be, also, that a certain percent of payment was in rubles which the Embassy would then accept for conversion.

8. SUGGESTED CHANGES IN THE DRAFT TEXT:

- (a) Article XV of the August 31 draft General Agreement (see p. 18 at Tab F) should be changed to suggest a

five-year program, not three, as has been the case in recent years. Thus the text would read:

"1. In implementation of the various provisions of this Agreement, the Parties have established a Program of Exchanges for 1985-1989, which is annexed to and constitutes an integral part of this Agreement. The terms of this Program shall be in force from (will fill in the date of signing in 1984)till December 31, 1989, and thereafter, unless and until amended by agreement of the Parties, will provide the basic guidelines for the Program of Exchanges in 1991-1994.

"2. The Parties agree that their representatives will meet prior to the end of 1989 and will develop the Program of Exchanges for the succeeding five years."

(N.B.: To accommodate the lengthening of the Program period, all references to the number of programs will have to be increased.)

- (b) Article VIII of the August 31 draft General Agreement (see p. 14 at Tab E) should be changed to make more explicit the Agreement's commitment to the exchange of circulating exhibitions. Thus:

ARTICLE VIII

"1. The Parties will encourage and facilitate:

- (a) The exchange of exhibitions on various topics of mutual interest, with showings in a total of 20 cities in every five-year period, of 3 to 4 different exhibits, each to show in up to six different cities. The exhibits will be concerned with various topics of mutual interest. The organization and themes of these exhibits will be subject to additional agreements, contracts, and protocols between the sending organizations and the receiving organization."
- (b) This would necessitate deleting the first sentence of Section V, "Exhibitions", of the August 31 draft Annex (see p. 12 at Tab K). Thus, the paragraph would begin:

"1. Each Party will accord the other the opportunity for each exhibition to be shown for a period of 28 actual showing days in each city"

The rest of the paragraph remains as is.

(c) Section IV, "Publications," of the August 31 draft Annex (see p. 11 at Tab J) should be changed to read:

"The Parties will render practical assistance for the distribution of the magazines Amerika in the Soviet Union and Soviet Life in the United States, on a reciprocal basis, and agree to consult, as necessary, in order to find ways to increase the distribution of these magazines. The Parties will distribute free of charge unsold copies of the magazines among visitors to mutually arranged exhibitions. Upon reaching full distribution of the 62,000 copies of each magazine as currently provided for, the Parties will expand to 82,000 their reciprocal distribution, this to be accomplished by various means, including sales at kiosks and by subscription."

COMMENT: These changes would expand the accepted definition of distribution, thus facilitating increases by both Parties. Our discussions have thus far been restricted to distribution by sales, in which case Amerika outstrips Soviet Life; and the Soviets have refused to allow increasing AI's distribution to Soviet kiosks until Soviet Life reaches 62,000. It is usually about 40,000 or so. They have, however, distributed unsold copies of Soviet Life at their circulating exhibitions and could distribute more.

The suggested changes to the August 31 draft Agreement are in our interest in establishing continuity and allowing for longer-range planning (particularly important when considering the long lead time and significant expenditures required for exhibits and major performing arts groups. The five-year term may appeal to the Soviet side as a means of removing the Agreement somewhat from the domestic political process and because a five-year cycle is congenial to their planning process.

The Exhibits' program and the magazine Amerika are those aspects of the Agreement which allow the U.S. the most effective penetration of Soviet society and culture; strengthening these can only be to our advantage. The Soviets' greatest advantage (hard currency) derives from Soviet performers in the U.S. Thus, the opportunity to plan a five-year rather than a three-year profit cycle may very well appeal to them.

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GENERAL AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND
THE UNION OF SOVIET SOCIALIST REPUBLICS
ON CONTACTS, EXCHANGES AND COOPERATION

The Government of the United States of America and the
Government of the Union of Soviet Socialist Republics;

Desiring to promote better understanding between the
peoples of the United States and the Soviet Union and to help
improve the general state of relations between the two
countries;

Believing that the further expansion of strictly
reciprocal and mutually beneficial contacts, exchanges and
cooperation will facilitate the achievement of these aims;

Taking into account the positive experience achieved
through previous agreements on exchanges in the scientific,
technical, educational, cultural and other fields;

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Have agreed as follows:

ARTICLE I

1. The Parties will encourage and develop contacts, exchanges and cooperation in the fields of education and culture, the humanities and social sciences, the natural sciences, technology, and in other fields of mutual interest on the basis of strict and full reciprocity, equality and mutual benefit.

2. Such contacts, exchanges and cooperation shall be subject to the Constitution and applicable laws and regulations of the respective countries. Within this framework, the Parties will make every effort to promote favorable conditions for the fulfillment of these contacts, exchanges and cooperation.

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ARTICLE II

1. The Parties take note of the following specialized agreements on cooperation in various fields and reaffirm their commitments to achieve the fulfillment of them:

a. The Agreement on Cooperation in the Field of Environment Protection between the United States of America and the Union of Soviet Socialist Republics, signed at Moscow on May 23, 1972 and extended until May 23, 1987, by means of an exchange of diplomatic notes;

b. The Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in the Field of Medical Science and Public Health, signed at Moscow on May 23, 1972 and extended until May 23, 1987, by means of an exchange of diplomatic notes;

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c. The Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in the Field of Agriculture, signed at Washington on June 19, 1973, and extended until June 19, 1988 by means of an exchange of diplomatic notes;

d. The Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in Studies of the World Ocean, signed at Washington on June 19, 1973 and extended until December 15, 1984, by means of an exchange of diplomatic notes;

e. The Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in the Field of Transportation signed at Washington on June 19, 1973 [renewal of this agreement is pending];

until Dec 19, 1984

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f. The Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in Artificial Heart Research and Development, signed at Moscow on June 28, 1974, and extended until June 28, 1987 by means of an exchange of diplomatic notes;

g. The Agreement Between the United States of America and the Union of Soviet Socialist Republics on Scientific and Technical Cooperation in the Field of Peaceful Uses of Atomic Energy, signed at Washington on June 21, 1973 and extended until June 20, 1986, by means of an exchange of diplomatic notes;

h. The Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in the Field of Housing and Other Construction, signed at Moscow on June 28, 1974, and extended until June 28, 1984 by means of an exchange of diplomatic notes.

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2. When it is considered mutually beneficial on the basis of strict and full reciprocity, the Parties will encourage within the framework of this Agreement, conclusion of specialized agreements, including mutually agreed upon amendments, between:

a. The National Academy of Science of the United States of America and the Academy of Sciences of the Union of Soviet Socialist Republics; and

b. The American Council of Learned Societies and the Academy of Sciences of the Union of Soviet Socialist Republics.

3. On the basis of strict and full reciprocity the Parties will encourage the conclusion of additional agreements in other specific fields within the framework of this Agreement.

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ARTICLE III

1. The Parties will encourage and facilitate on the basis of strict and full reciprocity contacts, exchanges and cooperation between organizations of the two countries in various fields of education, the humanities and social sciences, natural sciences, technology and in other related fields of mutual interest which are not being carried out under specialized agreements concluded between the Parties. These activities may include:

a. The exchange of students, researchers and faculty members for study and research; professors and teachers to lecture, offer instruction, and conduct research; as well as specialists and delegations in various fields of education; and the organization of lectures, seminars and symposia for such specialists;

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b. The participation of specialists in professional congresses, conferences and similar meetings being held in the two countries, and the conducting of specialized exhibits and of joint research work;

c. The facilitation of other forms of contacts, exchanges and cooperation which may be mutually agreed upon on the basis of strict and full reciprocity.

2. The Parties will also encourage the study of each other's languages through the development of the exchanges and cooperation listed above and through [other] mutually agreed upon, *and others,* measures.

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ARTICLE IV

In order to promote mutual acquaintance with the cultural achievements of each country, the Parties will facilitate on the basis of strict and full reciprocity:

1. Exchanges of theatrical, musical and choreographic ensembles, orchestras, other artistic and entertainment groups, and individual performers;

2. The development of contacts and exchanges in the fields of the performing arts, thus to increase in the host country:

a. the production of the sending country's works,
and

b. performances by the sending country's artists.

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ARTICLE V

1. The Parties will encourage the organizations of the film industries of both countries, as appropriate, to consider means of further expanding the purchase and distribution on a commercial basis of films produced in each country.

2. Film weeks and the holding of film premieres in each country will be organized on the basis of strict and full reciprocity for the other country. ← C

3. The Parties will facilitate the exchange of delegations of creative and technical specialists in various aspects of film making.

4. The Parties further agree that, when requested to do so by organizations and individuals of their respective countries, they will consider proposals for joint production of feature films and short and full-length educational and scientific films and proposals for filming or production of films in the other country.

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ARTICLE VI

1. The two Parties agree that the views of their governments on issues of interest to the world and important to their bilateral relationship should be communicated directly to the publics of the host country through that country's television and radio programs. This will be accomplished by, among other means, an exchange of television appearances by official representatives of each country on the other's nation-wide television on the basis of strict and full reciprocity.

2. The Parties agree also that, when requested to do so by organizations and individuals of their respective countries, they will consider proposals for joint production of television films and proposals for filming of television specials or programs and production of radio programs in the other country. The Parties further agree that each side will facilitate access by representatives of the other's television and radio organizations to the sources of information they consider necessary to the success of such proposals.

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3. The Parties will, on the basis of reciprocity, facilitate contacts and encourage exchanges between organizations of the two countries in the fields of radio and television, including the exchange of radio programs and television films, both for purposes of study and for transmission to local [local] audiences, and exchanges of delegations of creative and technical specialists in various aspects of radio and television production.

ARTICLE VII

The Parties will encourage:

a. the exchange of books, magazines, newspapers and other publications devoted to scientific, technical, cultural, and general educational subjects between libraries, universities and other organizations of each country, as well as the reciprocal distribution of the magazines Amerika and Soviet Life; and

b. exchanges and visits, on a strictly reciprocal basis, of journalists, editors and publishers, as well as their participation in appropriate professional meetings and conferences.

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ARTICLE VIII

1. The Parties will encourage and facilitate:

a. The exchange of exhibitions on various topics of mutual interest. The organization and themes of these exhibits will be subject to additional agreements, contracts, and protocols between the sending organization and the receiving organization. E

b. Appropriate participation by one Party in exhibitions which may take place in the other's country.

2. The Parties will also render assistance for the exchange of exhibitions between the museums of the two countries.

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ARTICLE IX

On the basis of strict and full reciprocity the Parties will provide for exchanges and visits of architects, art historians, artists, composers, musicologists, museum specialists, playwrights, theater directors, writers, specialists in various fields of law and those in other cultural and professional fields, to familiarize themselves with matters of interest to them in their respective fields and to participate in meetings, conferences and symposia.

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ARTICLE X

1. The Parties will render assistance to members of the Congress of the United States of America and Deputies of the Supreme Soviet of the Union of Soviet Socialist Republics, as well as to officials of the national governments of both countries, making visits to the Soviet Union and the United States respectively. Arrangements for such assistance will be agreed upon in advance through diplomatic channels.

2. The Parties will encourage exchanges of representatives of municipal, local and state governments of the United States and the Soviet Union to study various functions of government at these levels.

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ARTICLE XI

The Parties will encourage, on the basis of strict and full reciprocity, exchanges between appropriate organizations active in civic and social life, including youth and women's organizations.

ARTICLE XII

The Parties will encourage exchanges of athletic teams as well as visits of specialists in the fields of physical education and sports under arrangements made between the appropriate sports organizations of the two countries.

ARTICLE XIII

The Parties note that commemorative activities may take place in their countries in connection with the celebration of anniversaries recognized by major international bodies.

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[old Article XIV on Tourism dropped]

ARTICLE XIV

The Parties agree to hold a meeting each year of their representatives for a general review of the implementation of contacts, exchanges and cooperation in various fields and to consider exchanges which are not being carried out under specialized agreements concluded between the Parties.

ARTICLE XV

1. In implementation of various provisions of this Agreement, the Parties have established a Program of Exchanges for 1984-86, which is annexed to and constitutes an integral part of this Agreement. The terms of this Program shall be in force from January 1, 1984 to December 31, 1986, and thereafter, unless and until amended by agreement of the Parties, will provide the basic guidelines for the Program of Exchanges in 1987-89.

2. The Parties agree that their representatives will meet prior to the end of 1986 and will develop the Program of Exchanges for the succeeding three years.

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ARTICLE XVI

The Parties agree that:

a. The programs and itineraries, lengths of stay, dates of arrival, size of delegations, financial and transportation arrangements and other details of exchanges and visits, except as otherwise determined, shall be agreed upon, as a rule, not less than thirty days in advance, through diplomatic channels or between appropriate organizations requested by the Parties to carry out these exchanges;

b. Applications for visas for visitors participating in exchanges and cooperative activities shall be submitted, as a rule, at least fourteen days before the estimated time of departure;

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c. Unless otherwise provided for in specialized agreements between the Parties, and except where other specific arrangements have been agreed upon, participants in exchanges and cooperative activities will pay their own expenses, including international travel, internal travel and costs of maintenance in the receiving country.

ARTICLE XVII

1. This Agreement shall enter into force on signature and shall remain in force until December 31, 1989. It may be modified or extended by mutual agreement of the Parties.

2. Nothing in this Agreement shall be construed to prejudice other agreements concluded between the two Parties.

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DONE AT _____, this _____ day
of _____, in duplicate, in the English and
Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE UNION
OF SOVIET SOCIALIST REPUBLIC:

DATE: 08/26/83

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ANNEX

Program of Exchanges for 1984-1986

In implementation of various provisions of the General Agreement between the United States of America and the Union of Soviet Socialist Republics on Contacts, Exchanges and Cooperation signed at _____ on _____, the Parties have agreed on the following Program of Exchanges for the period January 1, 1984 to December 31, 1986.

SECTION I

Higher Education

1. The Parties will exchange annually from each side:

a. For long-term advanced research: At least 40 researchers, instructors, and professors for study and scholarly research in the humanities and the social, natural and physical sciences for periods of stay from one semester to one academic year. In nomination for this exchange the Parties will give due consideration to young scholars preparing dissertations, as well as young instructors, and they will take into account the desirability of appropriate representation of the humanities and social sciences.

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b. For short-term advanced research: At least ten professors, instructors, and researchers to conduct scholarly research in the humanities and the social, natural and physical sciences for periods of stay between two and five months, the total not to exceed 50 person-months for each side.

c. At least 30 language teachers and two leaders from universities and other institutions of higher learning to participate in summer courses of eight weeks to improve their competence in the language of the receiving side.

d. For the exchanges specified under paragraph 1 a and b above, the Parties agree that not more than half of the participants on each side shall be in the natural and physical sciences.

e. In the practical implementation of these programs, the Parties will strive to maintain the levels of exchange already achieved, where the existing levels exceed the minimum levels given above.

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2. The Parties will exchange annually at least three graduate-level students or young specialists in culture and the arts, including, among others, dance, music, theater, and fine arts, architecture and historic preservation and restoration, for the purpose of study, research and training for periods of one semester to one academic year in universities and specialized higher schools, conservatories and other appropriate cultural institutions.

3. a. In accordance with the desires of the sending and receiving sides, the Parties will exchange annually from each side at least 15 professors or specialists from universities and other institutions of higher learning. At least four will be lecturers on the languages and literatures of the sending side at courses for teachers and students. The exchanges will be for periods of one to 10 months, normally corresponding to the receiving side's academic calendar, to lecture and, as time permits, to conduct research at universities and other institutions of higher learning.

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b. The Parties agree that not more than half of the lecturers exchanged over the period of this Agreement shall be in the natural and physical sciences.

4. The Parties will exchange during the period of this Program at least two delegations of specialists in higher education consisting of up to five persons from each side for periods of two to three weeks each, including two to three days of seminars with specialists of the other country. The subjects of the seminars and itineraries of the visits will be agreed upon subsequently.

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5. The Parties will encourage the conclusion of arrangements for direct exchanges between universities and other institutions of higher learning of the two countries for the purpose of study, research and lecturing. These exchanges would take place over and above the exchange quotas mentioned in paragraphs 1, 2 and 3 above, but on the basis of strict and full reciprocity for both sides.



6. The Parties agree to continue to exchange information and to conduct appropriate consultations regarding the equivalency of diplomas and scholarly degrees. The Parties expect that the UNESCO Convention on the Recognition of Studies, Diplomas and Degrees Concerning Higher Education in the States Belonging to the Europe Region, in the elaboration of which the United States and the Soviet Union have taken part, will lead to closer cooperation in this field,

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SECTION II

Primary and Secondary Education and
the Pedagogical Sciences

1. The Parties will exchange annually from each side at least five professors or specialists in primary and secondary education from universities and other educational institutions in the United States, and from pedagogical institutes and other institutions of higher learning in the Soviet Union, in accordance with the desires of the sending and receiving sides, for periods normally corresponding to the receiving side's academic calendar.

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2. The Parties will exchange annually from each side, beginning in 1984, at least 15 language teachers from secondary schools in the United States, and from secondary schools or pedagogical institutes in the Soviet Union, to participate in summer courses of six weeks duration, including two weeks of travel, to improve their competence in the teaching of the Russian and English languages and their knowledge of the Soviet Union and the United States. Each group of language teachers may be accompanied by a leader.

3. The Parties will exchange one delegation annually of specialists in primary and secondary education of up to five persons from each side for a period of two to three weeks each, including two to three days of seminars with specialists of the other country. The subjects of the seminars and itineraries of the visits will be agreed upon subsequently.

4. The Parties will encourage the exchange of textbooks and other teaching materials, and, as is deemed appropriate, the conducting of joint studies on textbooks, between appropriate organizations in the United States and the Soviet Union.

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5. The Parties will encourage the annual exchange of six teachers for periods of three months to conduct practical instruction classes in the English and Russian languages at secondary schools, colleges, universities, and pedagogical training institutions of the United States and the Soviet Union.

SECTION III

Arts and Culture

1. The Parties will facilitate the tours of at least 10 major performing arts groups from each side during the period of this Program on the basis of strict and full reciprocity in numbers of groups. If tours of more than 10 major performing arts groups are feasible, additional groups may be accommodated, but only on the basis of equal numbers of groups exchanged between the two countries. The detailed arrangements for tours of these groups will be provided for in contracts to be concluded between the following entities: for American groups, between the Embassy of the United States of America in Moscow or authorized representatives of the groups themselves, and concert organizations of the Soviet Union; for Soviet groups, between appropriate organizations or impresarios of the United States and concert organizations of the Soviet Union.

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The receiving side, taking into consideration realistic possibilities, will seek to satisfy the wishes of the sending side concerning the selection of groups and timing, with the duration of the tours in-country and the number of cities to be visited to be based on a principle of rough equivalence between countries for similar type performing arts groups. The receiving side will make a decision on each proposal by the sending side as soon as possible.

2. The Parties will facilitate an equal number of tours by individual performers from each side. The detailed arrangements for these tours will be provided for in contracts to be concluded between the following entities: for tours of American performers, between the Embassy of the United States of America in Moscow or authorized representatives of the performers themselves, and concert organizations of the Soviet Union; for Soviet performers, between appropriate organizations or impresarios of the United States and concert organizations of the Soviet Union.

3. For the tours of the groups and individuals specified under paragraphs 1 and 2, above, the Parties will do all within their legal powers to ensure maximum favorable conditions for those performances and tours.

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4. The Parties will render assistance for the exchange of art exhibitions of equal quality or other exhibitions between museums of the two countries, on the basis of reciprocity where possible, and will encourage the establishment and development of direct contacts between these museums with the aim of exchanging informative materials, albums, art monographs and other publications of mutual interest. In the case of art exhibitions, their content and the conditions for conducting them, including questions of governmental financial responsibility in the event of loss or damage, will be subject to negotiation and special agreement in each case between the relevant museums or interested organizations of the United States and the Ministry of Culture of the Soviet Union.

5. The Parties will encourage exchanges of delegations and individual specialists in various fields of art and culture, including, among others, such fields as libraries, museums, music, theater, architecture and historic preservation and restoration.

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6. The Parties will encourage and facilitate exchanges of theater directors, composers, choreographers, stage designers, performers, musicians and other creative artists for productions and participation in performances. The conditions for these exchanges will be agreed upon in each case on the basis of strict and full reciprocity.

SECTION IV

Publications

The Parties will render practical assistance for the distribution of the magazines Amerika in the Soviet Union and Soviet Life in the United States, on a reciprocal basis, and agree to consult, as necessary, in order to find ways to increase the distribution of these magazines. Upon reaching full distribution of the 62,000 copies of each magazine as currently provided for, the Parties will examine the possibility of expanding the reciprocal distribution of the magazines to 82,000. The Parties will distribute free of charge unsold copies of the magazines among visitors to mutually arranged exhibitions.

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SECTION V

Exhibitions

1. (The Parties agree to accord each other the opportunity for two circulating exhibitions during the three-year period of this Program.) Each Party will accord the other the opportunity for each exhibition to show in six cities for a period of 28 actual showing days in each city. The subjects of the exhibitions will be agreed upon through diplomatic channels. The Parties will discuss in a preliminary fashion the nature and general content of each exhibition and will acquaint each other with the exhibitions before their official opening, in particular through the exchange of catalogues, prospectuses and other information pertinent to the exhibitions. Other conditions for conducting the exhibitions (dates, size and character of premises, number of personnel, financial terms, etc.) shall be subject to agreement by the Parties. Arrangements for conducting the exhibitions will be concluded no later than five months before their opening.

2. The Parties will agree through diplomatic channels on arrangements for other exhibitions and on participation in national exhibitions which may take place in either country.

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SECTION VI

Other Exchanges

1. The Parties agree to implement the exchange of television appearances as provided for in paragraph 1 of Article VI of the General Agreement by an annual exchange of six television appearance^s by official representatives of each country ^{on/by} of the other country's nation-wide television, including at least once annually a television address by the Chief of State of each country. Any arrangements for additional appearances on the other country's television will be made on a strictly reciprocal appearance basis. The level of official representation, the time span, and the relative degree of nation-wide television coverage for each such exchange of television appearances will be determined and agreed upon through diplomatic channels. The Parties agree that those official representatives of each side who can speak the language of the host country may use that language in his/her telecast. The Parties further agree that each of the television appearances will be duly announced publicly in the host country's major newspapers and television.

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2. The Parties agree that film weeks and the holding of film premieres in each country will be organized on the basis of strict and full reciprocity for the other country. Reciprocity will involve not only the holding of such events reciprocally in each country, but also rough equivalence in the number and population-size of the cities in which the events are held.

3. The Parties will encourage cooperation and exchanges in the fields of film, television and radio: in joint productions, in exchanges of programs, delegations of creative and technical specialists, and in facilitative assistance to organizations and individuals in films, television radio under conditions as provided in paragraph 4 of Article V and [paragraphs 2 and 3 of the General Agreement.

4. The Parties will encourage invitations to journalists for familiarization with the print and broadcast media in the receiving country. To this end the Parties will facilitate the exchange of at least three journalists annually from each side on the basis of strict and full reciprocity.

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5. The Parties will encourage exchanges and contacts in the field of book publishing.

6. The Parties will encourage the further development of contacts and cooperation between archival institutions of the two countries.

SECTION VII

General

1. The Parties will hold periodic meetings of their representatives for a general review of the implementation of this Agreement. The times and places of such meetings will be further agreed upon.

2. Each of the Parties shall have the right to include in delegations interpreters and/or members of its Embassy who shall be considered as within the agreed total membership of such delegations.

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CONDITIONS

HIGHER EDUCATION (Section I)

A. Long-Term Advanced Research (Section I, paragraph 1a), Short-Term Advanced Research (Section I, paragraph 1b), and Language Teachers and Leaders (Section I, paragraph 1c):

1. These exchanges will be conducted between the International Research and Exchanges Board (IREX) of the United States and the Ministry of Higher and Specialized Secondary Education of the Soviet Union (Ministry).

2. The receiving side will provide for participants in these programs:

- a. necessary fees for study and research in universities and other institutions of higher learning;
- b. appropriate research conditions necessary for conducting their scholarly research programs;
- c. suitable living quarters;
- d. a monthly stipend;
- e. medical costs, including dental care for the emergency alleviation of pain and for dental work necessitated by injury, as well as hospital expenses as agreed between the two sides in cases of illness of, or accident resulting in injury to, a participant in the receiving country;
- f. language instruction during the course of the academic year as indicated by initial testing.

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3. The sending side will bear all costs for travel of its participants.

4. The receiving side will assist in providing suitable accommodations for spouses and minor children accompanying or following to join participants within the receiving country, with the exception of participants in the Summer Exchange of Language teachers. In cases of illness of, or accident resulting in injury to, a spouse or minor child in the receiving country, the receiving side will bear medical costs, including hospital expenses, as agreed between the two sides. The sending side will bear all other costs, including travel, for spouses and minor children accompanying or following to join the participants. The receiving side will assist participants in enrolling dependent children in schools during the participants' programs.

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B. Long-Term Advanced Research (Section I, paragraph 1a):

1. IREX and the Ministry will exchange lists of nominees and the necessary information about each nominee and his or her program of study before January 15 for study to commence the following academic year. The information provided for each nominee will include full biographic data, previous and current study and professional experience, publications, details of the proposed research program, places, institutions and archives to be visited, and the names of specialists whom the nominee wishes to consult.

2. Representatives of IREX and the Ministry will meet in alternate years in New York and Moscow no later than April 1 to inform the sending side of their decisions concerning the acceptance of each nominee, the names of universities or other institutions where each nominee will be placed, the names of advisors and the archives and other institutions named in the application, to which each nominee will have access. Costs for up to two persons for up to one week related to these meetings within each country will be borne by the receiving side. Each side may also make additional visits to the other country at its own expense to review these exchanges and to visit educational institutions.

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3. The placements of candidates accepted by each side will be considered complete and final on July 1. Any placements still pending by the date will be considered rejections. The two sides retain the right to make appropriate adjustments at that time in order to achieve a balanced exchange. After July 1, there will be no substitutions for any withdrawals made by the sending side.

4. Participants who are to start their work at the beginning of the academic year will arrive in the receiving country in August as agreed between IREX and the Ministry. Participants accepted for the second semester will arrive during the period January 2-10. If a participant cannot arrive on the agreed date, the sending side will inform the receiving side as far in advance as possible, and a new date for the arrival will be agreed upon.

5. The period of study will normally be nine months. Applications for extension of agreed periods of study will be considered by the receiving side.

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6. Both sides will facilitate travel by participants to other appropriate locations in the receiving country for study trips directly related to their research projects. The receiving side will arrange and pay for accommodations during such trips. Costs of travel for these study trips will be paid by the sending side.

7. Both sides, with the agreement of the host institutions, will facilitate travel by participants for cultural or leisure purposes during their stay in the receiving country, at the going rates for the native citizens of that country. Costs of such travel and accommodations will be paid by the sending side.

8. Both sides agree to provide favorable conditions essential to carry out research programs agreed upon, including the use of academic and scholarly materials and, in those cases where it is appropriate and possible, work in laboratories, archives and institutions which are not a part of the system of higher educational establishments. Academic programs drawn up at the beginning of the year can, with the approval of the academic advisors, be corrected and supplemented in the course of the academic year.

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9. The receiving side will provide participants with the following monthly stipends for a period of nine months the first payment to be made on arrival in the receiving country:

In the United States [] dollars

In the Soviet Union [] rubles

C. Short-Term, Advanced Research (Section I, paragraph 1b):

Provisions of Section B above will apply except that:

1. Participants will arrive in the receiving country as agreed between IREX and the Ministry.

2. The receiving side will provide participants with the following monthly stipends, the first payment to be made on arrival in the receiving country:

In the United States [] dollars a month

In the Soviet Union [] rubles a month

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D. Exchange of Language Teachers (Section I, paragraph 1c):

1. IREX and the Ministry will agree on the dates for the courses, will provide a daily course plan and will exchange biographic data on the participants by April 20 of each year.

2. The receiving side will provide participants and leaders the following monthly stipends, the first payment to be made on arrival in the receiving country:

In the United States [] dollars a month

In the Soviet Union [] rubles a month

3. The receiving side, at its expense, will arrange excursions to at least two of its cities, for a total duration of up to one week, to be included within the agreed duration (eight weeks) of the exchange.

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E. Graduate Students and Young Specialists in Culture and the Arts (Section I, paragraph 2):

Conditions for these exchanges will be the same as those for Young Researchers and Instructors, Section A above, except that nominations will be exchanged between the American Embassy in Moscow on one side and the Ministry of Culture and the Ministry of Higher and Specialized Secondary Education of the USSR on the other side. The Soviet side will fill this quota with graduate students from institutions under the jurisdiction of the Ministry of Culture and of the Ministry of Higher and Specialized Secondary Education. The number of students and young specialists will be over and above the quota under Article I, paragraph 1a. Nominations will be submitted by January 15 and notifications of acceptance and placements by April 1 for each following academic year.

F. Lecturers (Section I, paragraph 3):

1. The Parties by March 15 (18 months prior to the start of the academic year in which the exchange will take place) will exchange priority requests and information on the disciplines in which they wish to receive lecturers.

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2. The Parties by November 15 will exchange nominations including full biographic data, previous and current study and professional experience, publications and programs proposals in response to the priority requests exchanged by March 15 (paragraph 1 above), as well as similar data for at-large nominations.

3. Representatives of the Parties will meet in alternate years in Washington and Moscow no later than April 1 of the following year to inform each other of their final decisions on acceptance of the nominations exchanged by November 15 (paragraph 2 above). Costs related to these meetings will be borne by the sending side. Each side may also make additional visits to the other country at its own expense to review these exchanges and to visit educational institutions. The receiving side will facilitate appointments at institutions of higher learning outside Washington, D.C., and Moscow in accordance with the desires of the sending side for these additional visits.

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4. The normal lecturer terms will be for periods of three months (academic quarter), four months (academic semester) to 10 months (academic year). However, cases of exceptional distinction (as defined by criteria of the sending side) may be considered for periods of one to three months for up to four lecturers exchanged on each side.

5. Agreement on acceptance of a lecturer will include the exact dates and duration of the lecturer's stay in the receiving country, the name of the host institution, faculty host and details of the academic program including specific information regarding the syllabus and lecturing hours.

6. Approximately half of the lecturers exchanged shall be scholars specifically requested by the receiving side or equally qualified scholars in the same disciplines (priority requests); the remainder will be selected from those nominated by the sending side (at-large nominations).

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7. The sending side will provide international round-trip travel to the host institution in the receiving country (via Washington, D.C., in the United States).

8. The receiving side will provide for the lecturers it receives:

a. appropriate housing for the lecturers and, where possible, for spouses and minor children;

b. medical costs, including dental care for the emergency alleviation of pain and for dental work necessitated by injury, as well as hospital expenses as agreed between the two sides in cases of illness of, or accident resulting in injury to, a participant in the receiving country;

c. at least two scholarly trips to universities when the universities requested in the applications express their interest in receiving the lecturers; the itineraries of the lecturers will be agreed upon before their arrival in the receiving country; the receiving side will arrange and pay for accommodations during such trips; costs of travel for these scholarly trips will be paid by the sending side;

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d. a monthly allowance, the first payment to be made on arrival in the receiving country:

In the United States 600 dollars

In the Soviet Union 420 rubles;

e. an allowance of 200 dollars in the United States and 100 rubles in the Soviet Union for the purchase of books, scholarly materials, and payment for duplicating services.

G. Seminars (Section I, paragraph 4):

1. The Parties will consult in advance through diplomatic channels on the subjects, procedures, locations, dates and numbers of participants in seminars in higher education.

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2. The receiving side will organize the seminars and prepare the programs for visiting delegations, taking into consideration the requests of the sending side.

3. The receiving side will cover the costs of seminars in its own country, including the costs of maintenance and internal travel for the visiting participants. Maintenance will be paid in accordance with rates currently in effect in each country.

H. Exchanges Between Universities (Section I, paragraph 5):

Conditions for direct exchanges between universities and other institutions of higher learning will be determined by the participating institutions.

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PRIMARY AND SECONDARY-EDUCATION
AND THE PEDAGOGICAL SCIENCES (Article II)

A. Lecturers (Article II, paragraph 1):

1. The normal lecturer terms will be for periods of three months (academic quarter) or four months (academic semester). However, cases of exceptional distinction (as defined by criteria of the sending side) may be considered for periods of one to three months, as agreed to by the receiving side, for up to two participants exchanged on each side.

2. Half of the participants exchanged over the period of the Agreement will be scholars specifically requested by the receiving side or equally qualified scholars in the same disciplines (priority requests); the remainder will be selected from those nominated by the sending side (at-large nominations).

3. All other conditions for exchanges of lecturers will be the same as those for lecturers under Higher Education, Section F, above.

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B. Language Teachers (Section II, paragraph 2):

1. The Parties will agree on the dates and location for the courses by January 15, will exchange lists of nominations by March 15, and will inform each other of their acceptance of the nominations by May 15.

2. A leader may accompany each group of participants.

3. The receiving side will provide for the costs of instruction, maintenance and the two weeks of internal travel for the participants and the leader. The monthly stipends for the period of instruction, to be paid on arrival in the receiving country, will be:

In the United States [] dollars

In the Soviet Union [] rubles.

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C. Seminars (Section II, paragraph 3):-

Conditions for these exchanges will be the same as those for seminars under Higher Education, Section G, above.

ARTS AND CULTURE (Section III)

A. Exchanges of Performing Artists (Section III, para 2 and 3)

With reference to the conditions governing performances in the Soviet Union by United States performing arts groups and individual artists, payment by Soviet concert organizations for such performance will be made in an agreed combination of U.S. dollars and rubles. The ruble amount shall not exceed the estimated costs of food for the performing artists during their stays in the Soviet Union.

B. Exchanges of Exhibitions Between Museums (Section III, paragraph 4):

Conditions for these exchanges will be agreed upon between the participating museums of interested organizations of the United States and the Ministry of Culture of the Soviet Union.

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C. Exchanges of Delegations and Specialists (Section III, paragraphs 5 and 6):

The receiving side will provide for the costs of maintenance, accommodations and internal travel for delegations and specialists exchanged between the Parties under the Agreement. Conditions for such exchanges will be agreed upon in each specific case. Maintenance will be paid in accordance with current rates in each country.

EXHIBITIONS (Section V)

All costs for escort officers assigned by the receiving side to accompany exhibitions received under these exchanges will be paid by the receiving side.

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OTHER EXCHANGES (Section VI)

Specialists in Radio or Television (paragraph 3), Journalists paragraph 4), and Film Specialists (paragraph 3):

The receiving side will provide for the costs of maintenance, accommodations and internal travel for delegations and specialists exchanged between the Parties under the Agreement. Conditions for such exchanges will be agreed upon in each specific case. Maintenance will be paid in accordance with current rates in each country.

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