

AD REFERENDUM AGREED TEXT
FOLLOWING SCIENTIFIC COOPERATION TASK FORCE MEETING
OTTAWA, 8 JULY 2016 WITH SUGGESTED EDITS 18 JANUARY 2017

AGREEMENT
ON ENHANCING INTERNATIONAL ARCTIC SCIENTIFIC COOPERATION

The Government of Canada, the Government of the Kingdom of Denmark, the Government of the Republic of Finland, the Government of Iceland, the Government of the Kingdom of Norway, the Government of the Russian Federation, the Government of the Kingdom of Sweden, and the Government of the United States of America (hereinafter referred to as the “Parties”),

Recognizing the importance of maintaining peace, stability, and constructive cooperation in the Arctic;

Recognizing the importance of the sustainable use of resources, economic development, human health, and environmental protection;

Reiterating the urgent need for increased actions to mitigate and adapt to climate change;

Emphasizing the importance of using the best available knowledge for decision-making;

Noting the importance of international scientific cooperation in that regard;

Fully taking into account the relevant provisions of the 1982 United Nations Convention on the Law of the Sea, in particular the provisions in Part XIII on marine scientific research as they relate to promoting and facilitating the development and conduct of marine scientific research for peaceful purposes;

Recalling the Kiruna Declaration on the occasion of the Eighth Ministerial meeting of the Arctic Council held in May 2013 and the Iqaluit Declaration on the occasion of the Ninth Ministerial meeting of the Arctic Council held in April 2015;

Recognizing the ongoing development of the International Polar Partnership Initiative as determined by the Executive Council of the World Meteorological Organization;

Recognizing the significance of the research priorities as determined by the International Conference on Arctic Research Planning;

Recognizing the efforts of the Arctic Council and its subsidiary bodies;

Recognizing the significant scientific expertise and invaluable contributions to scientific activities being made by non-Parties and specifically by the Arctic Council Permanent Participants and Arctic Council Observers;

Recognizing the substantial benefit gained from the financial and other investments by the Arctic States and other nations in the International Polar Year and its outcomes, including in particular new scientific knowledge, infrastructure and technologies for observation and analysis;

Recognizing the excellent existing scientific cooperation already under way in many organizations and initiatives, such as the Sustaining Arctic Observing Networks, the International Arctic Science Committee, the University of the Arctic, the Forum of Arctic Research Operators, the International Network for Terrestrial Research and Monitoring in the Arctic, the World Meteorological Organization, the International Council for the Exploration of the Sea, the Pacific Arctic Group, the Association of Polar Early Career Scientists, indigenous knowledge institutions, the International Arctic Social Sciences Association, and many others; and

Desiring to contribute to and build upon existing cooperation and make efforts to develop and expand international Arctic scientific cooperation,

Have agreed as follows:

Article 1

Terms and definitions

For the purposes of this Agreement:

“*Facilitate*” means pursuing all necessary procedures, including giving timely consideration and making decisions as expeditiously as possible;

“*Participant*” means the Parties’ scientific and technological departments and agencies, research centers, universities and colleges, and contractors, grantees and other partners acting with or on behalf of any Party or Parties, involved in Scientific Activities under this Agreement;

“*Scientific Activities*” means efforts to advance understanding of the Arctic through scientific research, monitoring and assessment. These activities may include, but are not limited to, planning and implementing scientific research projects and programs, expeditions, observations, monitoring initiatives, surveys, modelling, and assessments; training personnel; planning, organizing and executing scientific seminars, symposia, conferences, workshops, and meetings; collecting, processing, analyzing, and sharing scientific data, ideas, results, methods, experiences, and traditional and local knowledge; developing sampling methodologies and protocols; preparing publications; and developing, implementing, and using research support logistics and research infrastructure;

“*Identified Geographic Areas*” means those areas described in Annex 1.

Article 2

Purpose

The purpose of this Agreement is to enhance cooperation in Scientific Activities in order to increase effectiveness and efficiency in the development of scientific knowledge about the Arctic.

Article 3

Intellectual property and other matters

Where appropriate, cooperative activities under this Agreement shall take place pursuant to specific implementing agreements or arrangements concluded between the Parties or Participants pertaining to their activities, particularly the financing of such activities, the use of scientific and research results, facilities, and equipment, and dispute settlement. Through such specific agreements or arrangements, the Parties shall, where appropriate, ensure, either directly or through the Participants, adequate and effective protection and fair allocation of intellectual property rights, in accordance with the applicable laws, regulations, procedures, and policies as well as the international legal obligations of the Parties concerned, and address other matters that may result from activities under this Agreement.

Article 4

Entry and exit of persons, equipment, and material

Each Party shall use its best efforts to facilitate entry to, and exit from, its territory of persons, research platforms, material, samples, data, and equipment of the Participants as needed to advance the objectives of this Agreement.

Article 5

Access to research infrastructure and facilities

The Parties shall use their best efforts to facilitate access by the Participants to national civilian research infrastructure and facilities and logistical services such as transportation and storage of equipment and material for the purpose of conducting Scientific Activities in Identified Geographic Areas under this Agreement.

Article 6

Access to research areas

1. The Parties shall facilitate access by the Participants to terrestrial, coastal, atmospheric, and marine areas in the Identified Geographic Areas, consistent with international law, for the purpose of conducting Scientific Activities.

2. The Parties shall facilitate the processing of applications to conduct marine scientific research under this Agreement consistent with the 1982 United Nations Convention on the Law of the Sea.

3. The Parties also shall facilitate joint Scientific Activities that require airborne scientific data collection in the Identified Geographic Areas, and that are subject to specific implementing agreements or arrangements concluded between the Parties or Participants pertaining to those activities.

Article 7

Access to data

1. The Parties shall facilitate access to scientific information in connection with Scientific Activities under this Agreement.

2. The Parties shall support full and open access to scientific metadata and shall encourage open access to scientific data and data products and published results with minimum time delay, preferably online and free of charge or at no more than the cost of reproduction and delivery.

3. The Parties shall facilitate the distribution and sharing of scientific data and metadata by, as appropriate and to the extent practicable, adhering to commonly accepted standards, formats, protocols, and reporting.

Article 8

Education, career development and training opportunities

The Parties shall promote opportunities to include students at all levels of education, and early career scientists, in the Scientific Activities conducted under this Agreement to foster future generations of researchers and to build capacity and expertise to advance knowledge about the Arctic.

Article 9

Traditional and local knowledge

1. The Parties shall encourage Participants to utilize, as appropriate, traditional and local knowledge in the planning and conduct of Scientific Activities under this Agreement.

2. The Parties shall encourage communication, as appropriate, between holders of traditional and local knowledge and Participants conducting Scientific Activities under this Agreement.

3. The Parties shall encourage holders of traditional and local knowledge, as appropriate, to participate in Scientific Activities under this Agreement.

Article 10

Laws, regulations, procedures, and policies

Activities and obligations under this Agreement shall be conducted subject to applicable international law and the applicable laws, regulations, procedures, and policies of the Parties concerned. For those Parties that have subnational governments, the applicable laws, regulations, procedures, and policies include those of their subnational governments.

Article 11

Resources

1. Unless otherwise agreed, each Party shall bear its own costs deriving from its implementation of this Agreement.
2. Implementation of this Agreement shall be subject to the availability of relevant resources.

Article 12

Review of this Agreement

1. The Parties shall meet no later than one year after the entry into force of this Agreement, as convened by the depositary, and from then on as decided by the Parties. The Parties may elect to convene such meetings in conjunction with meetings of the Arctic Council including inviting Arctic Council Permanent Participants and Arctic Council Observers to observe and provide information. Scientific cooperation activities with non-Parties related to Arctic science may be taken into account when reviewing the implementation of this Agreement.
2. At such meetings the Parties shall consider the implementation of this Agreement, including successes achieved and obstacles to implementation, as well as ways to improve the effectiveness and implementation of this Agreement.

Article 13

Authorities and contact points

Each Party shall designate a competent national authority or authorities as the responsible point of contact for this Agreement. The names of and contact information for the designated points of contact are specified in Annex 2 to this Agreement. Each Party shall promptly inform the other Parties in writing through its competent national authority or authorities and through diplomatic channels of any changes to those designations.

Article 14

Annexes

1. Annex 1 referred to in Article 1 constitutes an integral part of this Agreement and is legally binding.
2. Annex 2 referred to in Article 13 does not constitute an integral part of this Agreement and is not legally binding.
3. At meetings of the Parties referred to in Article 12, the Parties may adopt additional legally non-binding Annexes. Annex 2 referred to in Article 13 may be modified as provided in that Article.

Article 15

Settlement of disputes

The Parties shall resolve any disputes concerning the application or interpretation of this Agreement through direct negotiations.

Article 16

Relationship with other international agreements

Nothing in this Agreement shall be construed as altering the rights or obligations of any Party under other relevant international agreements or international law.

Article 17

Cooperation with non-Parties

1. The Parties may continue to enhance and facilitate cooperation with non-Parties with regard to Arctic science.
2. Parties may in their discretion undertake with non-Parties cooperation described in this Agreement and apply measures consistent with those described in this Agreement in cooperation with non-Parties.
3. Nothing in this Agreement shall affect the rights and obligations of the Parties under agreements with non-Parties, nor preclude cooperation between the Parties and non-Parties.

Article 18

Amendments to this Agreement

1. This Agreement may be amended by written agreement of all the Parties.

2. An amendment shall enter into force 30 days after the date on which the depositary has received the last written notification through diplomatic channels that the Parties have completed the internal procedures required for its entry into force.

Article 19

Provisional application, entry into force, and withdrawal

1. This Agreement may be applied provisionally by any signatory that provides a written statement to the depositary of its intention to do so. Any such signatory shall apply this Agreement provisionally in its relations with any other signatory having made the same notification from the date of its statement or from such other date as indicated in its statement.
2. This Agreement shall enter into force for a period of five years 30 days after the date of receipt by the depositary of the last written notification through diplomatic channels that the Parties have completed the internal procedures required for its entry into force.
3. This Agreement shall be automatically renewed for further periods of five years unless a Party notifies the other Parties in writing at least six months prior to the expiration of the first period of five years or any succeeding period of five years of its intent to withdraw from this Agreement, in which event this Agreement shall continue between the remaining Parties.
4. Any Party may at any time withdraw from this Agreement by sending written notification thereof to the depositary through diplomatic channels at least six months in advance, specifying the effective date of its withdrawal. Withdrawal from this Agreement shall not affect its application among the remaining Parties.
5. Withdrawal from this Agreement by a Party shall not affect the obligations of that Party with regard to activities undertaken under this Agreement where those obligations have arisen prior to the effective date of withdrawal.

Article 20

Depositary

The Government of the Kingdom of Denmark shall be the depositary for this Agreement.

DONE at Fairbanks, Alaska, United States of America this XX day of May, 2017. This Agreement is established in a single copy in the English, French, and Russian languages, all texts being equally authentic. The working language of this Agreement shall be English, the language in which this Agreement was negotiated. The Depositary shall transmit certified copies of this Agreement to the Parties.

For the Government of Canada

**For the Government of the Kingdom of Denmark, including the Government of the
Faroe Islands and the Government of Greenland**

For the Government of the Faroe Islands

For the Government of Greenland

For the Government of the Republic of Finland

For the Government of Iceland

For the Government of the Kingdom of Norway

For the Government of the Russian Federation

For the Government of the Kingdom of Sweden

For the Government of the United States of America

ANNEX 1 - Identified Geographic Areas

Identified Geographic Areas for purposes of this Agreement are described by each Party below and include areas over which a State whose government is a Party to this Agreement exercises sovereignty, sovereign rights or jurisdiction, including land and internal waters within those areas and the adjacent territorial sea, exclusive economic zone, and continental shelf, consistent with international law. Identified Geographic Areas also include areas beyond national jurisdiction in the high seas north of 62 degrees north latitude.

The Parties agree that the Identified Geographic Areas are described solely for the purposes of this Agreement. Nothing in this Agreement shall affect the existence or delineation of any maritime entitlement or the delimitation of any boundary between States in accordance with international law.

CANADA - The territories of Yukon, Northwest Territories, and Nunavut and the adjacent marine areas of Canada.

KINGDOM OF DENMARK - The territory of the Kingdom of Denmark including Greenland and the Faroes and its marine areas above the southern limit of the Greenland exclusive economic zone and the Faroese fisheries zone.

FINLAND - The territory of Finland and its marine areas.

ICELAND - The territory of Iceland and its marine areas.

NORWAY - Marine areas north of 62 degrees north latitude, and land areas north of the Arctic Circle (66.6 degrees north latitude).

RUSSIA

1. Territory of the Murmansk Region;
2. Territory of the Nenets Autonomous Area;
3. Territory of the Chuckchi Autonomous Area;
4. Territory of the Yamalo-Nenets Autonomous Area;
5. Territory of the municipal entity "Vorkuta" (Komi Republic);
6. Territories of Allaikhov Ulus (District), Anabar National (Dolgano-Evenk) Ulus (District), Bulun Ulus (District), Nizhnekolym District, Ust-Yan Ulus (District) (Sakha Republic (Yakutia));
7. Territories of the Urban District of Norilsk, Taimyr Dolgan-Nenets Municipal District, Turukhan District (Krasnoyarsk Territory);

8. Territories of the municipal entities "The City of Arkhangelsk", "Mezen Municipal District", "Novaya Zemlya", "The City of Novodvinsk", "Onega Municipal District", "Primorsky Municipal District", "Severodvinsk" (Arkhangelsk region);

9. Lands and islands of the Arctic Ocean, identified in the Resolution of the Presidium of the Central Executive Committee of the USSR dated April 15, 1926 "On the announcement of lands and islands situated in the Arctic Ocean as a territory of the Union of SSR" and other legislative acts of the USSR.

Note: Territories of the municipal entities, listed in the abovementioned items 5 – 8, identified within the borders as of April 1, 2014.

As well as adjacent marine areas.

SWEDEN - The territory of Sweden and its marine areas north of 60,5 degrees north latitude.

UNITED STATES OF AMERICA - All United States territory north of the Arctic Circle and north and west of the boundary formed by the Porcupine, Yukon, and Kuskokwim Rivers; the Aleutian chain; and adjacent marine areas in the Arctic Ocean and the Beaufort, Bering, and Chukchi Seas.

ANNEX 2 - Authorities and contact points

CANADA

Polar Knowledge Canada
170 Laurier Avenue West, 2ND Floor, Suite 200, Ottawa, Ontario K1P 5V5
Telephone: +1 613 943 8605
Email: info@polar.gc.ca

Point of contact for Marine Scientific Research requests:
Global Affairs Canada
Security and Defense Relations, 125 Sussex Drive, Ottawa, Ontario K1A 0G2
Telephone: +1 343 203 3208
Email: chris.conway@international.gc.ca ; EXTOTT-IGR@international.gc.ca

KINGDOM OF DENMARK

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Department of Foreign Affairs
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Ministry of Education, Culture, Research and Church
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