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File Folder USSR (3/8/84) (2)

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ID	Doc Type	Document Description	No of Pages	Doc Date	Restrictions
172173	AGREEMT	GENERAL AGREEMENT BETWEEN THE USA AND THE USSR ON CONTACTS, EXCHANGES AND COOPERATION (CONTINUED FROM PREVIOUS FOLDER)	22	ND	B1
	R	4/8/2013	CREST NLR-748-25-25-1-2		
172174	MEMO	J. LENCZOWSKI TO R. MCFARLANE RE U.S.-SOVIET AGREEMENT ON CONTACTS, EXCHANGES AND COOPERATION	7	4/4/1984	B1
172175	MEMO	R. KIMMITT TO C. HILL RE EXCHANGES AGREEMENT WITH USSR (DRAFT)	1	ND	B1
	R	4/8/2013	CREST NLR-748-25-35-3-0		
172176	LIST	RE U.S.-USSR EXCHANGE POLICY	4	ND	B1
	R	4/8/2013	CREST NLR-748-25-35-4-9		
172177	MEMO	D. DORNAN TO R. MCFARLANE RE IMPLICATIONS OF PROPOSALS	2	4/13/1984	B1
	PAR	12/31/2012	CREST NLR-748-25-35-5-8		

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ID Doc Type	Document Description	No of Pages	Doc Date	Restrictions
172178 MEMO	TO K. DEGRAFFENREID RE AGREEMENT WITH THE USSR ON CONTACTS, EXCHANGES AND COOPERATION	2	ND	B1
172179 MEMO	TO NSC RE PROPOSED AGREEMENTS PAR 10/29/2009 CREST NLR-748-25-25-7-6	2	4/12/1984	B1

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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.

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.

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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 agreed 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.

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 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 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.

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 agreed 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.

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. 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.

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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.

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.

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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.

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.

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.

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 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

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distribution, this to be accomplished by various means, including sales at kiosks and by subscription.

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. 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.

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 appearances by official representatives of each

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country or by 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.

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

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exchange of at least three journalists annually from each side on the basis of strict and full reciprocity.

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

6. 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.

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

SECTION VI

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;

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f. language instruction during the course of the academic year as indicated by initial testing.

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.

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.

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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.

3. The placements of candidates accepted by each side will be considered complete and final on July 1. Any placement 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 agreed 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.]

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:

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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

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.

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

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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.

2. The Parties by November 15 will exchange nominations including full biographic data, previous and current study and professional experience, publications and program 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

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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.

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).

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;

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b. medical costs, including dental care for the emergency alleviation of pain 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;

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.

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

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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.

PRIMARY AND SECONDARY EDUCATION
AND THE PEDAGOGICAL SCIENCES (Section II)

A. Lecturers (Section 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

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

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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.

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.

OTHER EXCHANGES (Section VI)

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

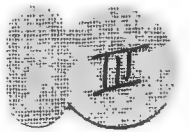
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The receiving side will provide for the costs of maintenance, accommodations and internal travel for delegations and specialists exchanged between the Parties under the Agreement. Conditions for such exchanges will be agreed upon in each specific case.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

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SYSTEM II
90307

NLRR 748-25-25-3-0 NATIONAL SECURITY COUNCIL
WASHINGTON, D.C. 20506

BY 601 NARA DATE 4/8/13

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MEMORANDUM FOR MR. CHARLES HILL
Executive Secretary
Department of State

SUBJECT: Exchanges Agreement with the USSR (S)

The strategy paper for negotiations with the USSR on exchanges with accompanying draft agreements transmitted by your memorandum to Mr. McFarlane of March 23 has not been approved. (S)

Attached at Tab A is a list of NSC changes to the negotiating strategy, the draft agreements and our overall exchanges policy. These changes should be incorporated into a new strategy paper and new draft agreements and then these should be submitted for full interagency review to the U.S.-Soviet Public Diplomacy Subcommittee of the International Political Committee, the TTIC/Committee on Exchanges, and the IG for Counterintelligence. (S)

Robert M. Kimmitt
Executive Secretary

Attachment:

Tab A NSC Changes to U.S.-USSR Exchanges Policy (S)

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SYSTEM II
90307 - Tab A

NSC Changes to U.S.-USSR Exchanges Policy (S)

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What follows is a list of changes that should be made in our general negotiating strategy, the draft General Agreement, the draft Program of Exchanges and our overall exchanges policy. (S)

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NLRR 748-25-23-4-9
BY GOU NARA DATE 4/8/83

1. Both the General Agreement and the Program of Exchanges should be amended to take into account the exchanges policy as determined by the Action Plan for Public Diplomacy on U.S.-Soviet Relations, approved by the NSC on December 5, 1983. Specifically the agreements should be reconstructed so as to maximize contact with non-official Soviet groups and individuals. The principle here is to avoid equating genuine Congressmen, journalists, etc., with ersatz Soviet parliamentarians, "journalists," etc., and thus to ensure that exchanges will be on a genuine people-to-people basis as opposed to a people-to-government basis. (S)
2. Exchanges should be conducted only with non-official groups and individuals except in fields where they do not exist. These include: human rights groups, independent peace groups (such as the Group for the Promotion of Trust between the U.S. and USSR), the Group for the Defense of the Rights of Disabled People, the independent Veterans' rights group, The All-Russian Society for the Preservation of the Monuments of History and Culture, samizdat writers and publishers, etc. (S)
3. To facilitate exchanges with independent groups and individuals, the principle by which exchangees should be nominated should be changed from exclusively "sending-side nominates" to a 50-50 arrangement between that principle and "receiving-side invites." (S)
4. The agreements should be modified so as to minimize the degree to which the U.S. aids the Soviet regime in its attempts to enforce political conformity. This means we should minimize exchanges with individuals whose political conformity the regime can reward with exchange trips to the United States. Instead, we should seek out individuals who refuse to participate in such regime-orchestrated efforts as revocation of refuseniks' academic credentials, public letters attacking Sakharov, and the like. (S)
5. We should set up an independent agency entitled the Board of International Exchanges (BIE) (analogous to the Board for International Broadcasting), whose responsibilities would include: identifying independent, non-official Soviet groups and individuals, establishing criteria to measure their independence, putting such independent groups in contact with their U.S. counterparts, and reviewing Soviet

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- exchange candidates requested by U.S. private groups. The last of these functions is important because private U.S. parties may have motivations for receiving Soviet visitors that are irrelevant or contrary to the purposes of the exchanges, such as career advancement, justification of monetary claims on universities for return visits to the USSR, etc. (S)
6. Full reciprocity in access to people, mass media, libraries, archives, research facilities, copying machines, and geographic areas should be ensured in the texts. Soviet exchangees should be subject to the same travel restrictions as Soviet diplomats, or American exchangees must be permitted access to those closed areas of the USSR that reciprocate U.S. restricted areas. All publications of articles and other literature, and media appearances by Soviet exchangees must be reported to the BIE, which, in turn, will ensure that analogous media in the USSR will offer reciprocal opportunities for publication and media appearances. The agreements should be modified to contain such a media-access provision. (S)
 7. All private exchanges must be subsumed under the framework of these agreements. (S)
 8. All Soviet exchanges must be subjected to prior review by the interagency group on Counter-Intelligence and the Interagency Committee on Exchanges. (S)
 9. No scientific or technical exchanges will be part of these agreements. (S)
 10. All references to joint cooperation in film projects, TV, textbooks and the like should be eliminated from these agreements. (S)
 11. The provisions on exchanged TV appearances should incorporate the following points: a) U.S. speakers will have the right to use a U.S. interpreter over Soviet TV and vice versa; b) U.S. representatives must be permitted to monitor the TV signal (while the U.S. speaker is on the air) in locations throughout the USSR and vice versa; c) if the signal is not sufficiently widespread, subsequent TV appearances by the opposite side will be reduced accordingly; d) there will be no prior review or censorship of televised remarks; and e) 50 percent of TV speakers must have no professional affiliation with party or state. The choice of American non-governmental spokesmen will be made by the National Endowment for Democracy. (S)
 12. The U.S. will unequivocally reject any Soviet attempt in negotiations to secure the return of defectors. (S)

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Tab A

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13. Before negotiations proceed, the U.S. will change the existing visa-granting process to permit foreign policy controls. This must be done either: a) by final passage of new legislation eliminating the McGovern Amendment; or b) invoking the Baker Amendment until such time as it may be necessary to change existing law. This will immediately enhance our negotiating position and establish immediate control over private exchanges. ~~(S)~~
14. All "Congressional" and federal (or All-Union) government exchanges should be eliminated from these agreements. If governmental exchanges are to take place, it should be in the category of tourism. ~~(S)~~
15. No exchanges between journalists or trade union officials should take place unless it can be determined that the Soviet participants are not representatives of the Soviet government. ~~(S)~~
16. The distribution of publications should be made fully reciprocal. The two sides should be able to distribute copies of America Illustrated and Soviet Life to any citizen of the other country free of charge, not just at exhibits but through kiosks or other vending devices. Diplomatic personnel should be permitted to share these publications with any citizen of the host country. ~~(S)~~
17. The provisions on exhibits should not include any references to prior diplomatic approval of the exhibits' contents. Instead the agreement will represent the good faith of both parties to conduct exhibit exchanges in the spirit of the Helsinki Final Act. Access to exhibits must be free and unrestricted. Security both inside and outside the exhibit halls will be provided by the exhibiting country so as to ensure free access. The U.S. will propose as part of the agreement (and will make public the proposal when it is put forward) that both sides should establish permanent exhibits in each other's capitals where the public can have free access to books, films, television programs, and other exhibits. ~~(S)~~
18. The U.S. shall make proposals for exchanges of workers, farmers, churchmen, seminarians and other non-official, independent groups. Youth exchanges should also be included, however with the definition of "youth" specified as including persons 13-to-25 years old. Our youth strategy -- especially for high schoolers -- should include large numbers of exchangees, include unstructured itineraries (so the youth can engage in independent explorations) and should encompass long periods of time (several months). ~~(S)~~
19. The treaty language should not contain any politically-oriented homonyms which can be subject to different, ideologically-based interpretations. As an example, the

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- word "cooperation" should be eliminated from the agreement's title. The purpose here is not only to avoid differing interpretations but to avoid gratuitous legitimation of illegitimate Soviet institutions and concepts. (S)
20. The reference to "nation-wide" Soviet TV should be changed to "country-wide" so as to avoid legitimizing Soviet "nationhood." (S)
 21. A training program, composed mostly of written briefing materials, must be initiated for all U.S. exchangees and hosts as a mandatory requirement for participation. Materials must explain: the basic nature of the Soviet system, what to expect from Soviet exchangees and hosts, and how the Soviets are trained in propaganda, disinformation, and technology theft techniques. This is to help the process of understanding the USSR. (S)
 22. All references to the Russian language as the official Soviet language should be eliminated from the agreements. These only serve to legitimize Soviet efforts at Russification. Instead all references to language exchanges must include the possibility of the choice of language so that U.S. exchangees might study Ukrainian, Armenian, etc. (S)
 23. The U.S. should establish a debriefing program for all U.S. exchangees travelling to the USSR. This should be done in cooperation with the intelligence community as well as with those agencies working on public diplomacy. (S)
 24. All sports exchanges should take place in a single locality to be recommended by the counterintelligence community so as to avoid giving Soviet Spetsnaz personnel the opportunity for reconnaissance operations. (S)
 25. U.S. negotiators are instructed not to yield on any question of reciprocal access. (S)

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J. MATLOCK

MEMORANDUM

NATIONAL SECURITY COUNCIL

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ate Dept. review completed

April 13, 1984

INFORMATION

DECLASSIFIED IN PART

MEMORANDUM FOR ROBERT C. McFARLANE

NLR 748-25-25-5-8

FROM:

DIANE DORNAN *DD*BY *EPB* NARA DATE *12/31/12*

SUBJECT:

Counterintelligence Implications of Proposals
for (a) Consular Review Talks, (b) Cultural
Exchange Agreement and (c) Review of Agreement
on Economic, Industrial and Technical Cooperation *see p 2*

In accordance with John Poindexter's instructions, IG(CI) members were asked Tuesday to comment on the CI implications of proposed negotiating terms for the above agreements by COB Thursday. They and the COMEX Staff were given previous State and FBI comments for reference, and some of them later received a State summary (Tab I) of the complete terms of reference for the Consular Review Talks (CRT). Due to the shortage of time, agencies responded individually and mostly by telephone. As instructed, DIA also submitted a written assessment of potential collection opportunities under the CRT.

My summary of previous views regarding the merits and liabilities of the CRT and the official State and FBI papers presenting their respective positions, and Jack Matlock's evaluation are at Tab II. Most agencies agreed with the FBI assessment of CI concerns regarding the CRT and highlighted the need for a net assessment of collection benefits vs probable CI difficulties. They focused on the entry/exit issue, endorsing all FBI views previously expressed, including the expectation that this would further strain CI resources. NSA elaborated on the problems which might be caused if this agreement effectively undercut our ability to deny entry at San Francisco and Baltimore to either ships or planes of Soviet or Soviet Bloc nationality. These could be fitted with ELINT collection gear and planes could also carry PHOTINT equipment. The problem would be particularly acute in Baltimore, where a ship would have a very extensive radio horizon and a perfect spot to intercept high-volume intergovernmental and defense contractor communications. Should Bloc ships be allowed to dock there, it would be necessary to establish a protected communications zone between the current two encompassing New York and Washington, an extremely expensive and complicated undertaking. The exception was OFM, which foresaw no significant CI problems with the proposed terms.

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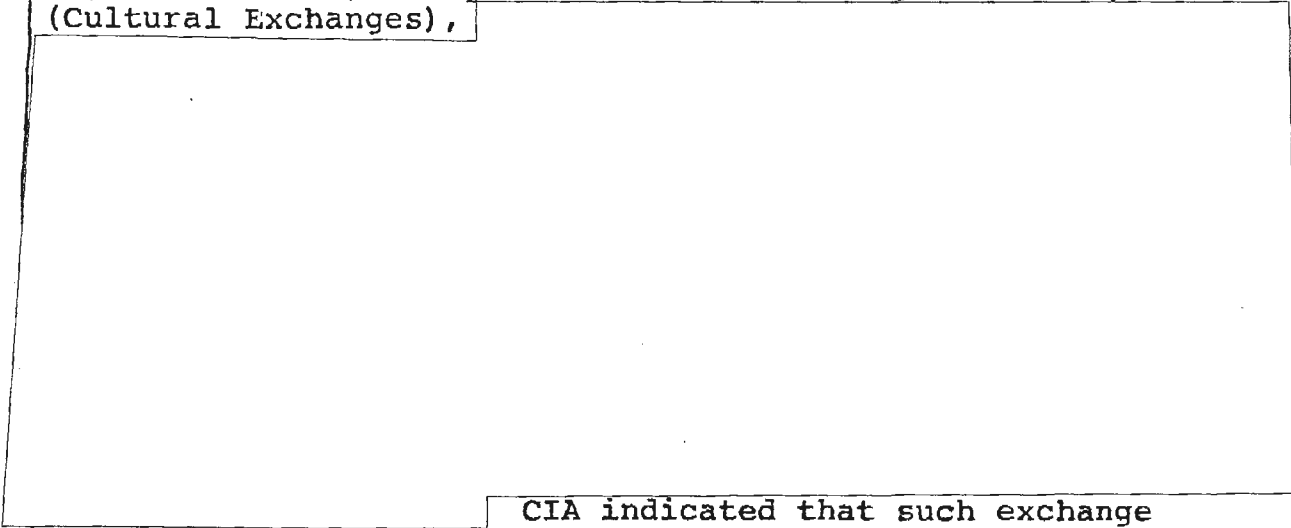
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Agencies responsible for collection, on the other hand, disputed the belief that the expansion of entry/exit points would provide the US with a net benefit because of its advantages for intelligence collection. The DIA analysis at Tab III discusses in detail why it would be doubtful that essential data would be collected -- partly because the Soviets would continue to minimize collection opportunities and partly because we already have normal access to the nonessential information we might secure. CIA also said regularization of access to Brest and Nakhodka would not affect its collection program.

Regarding the Agreement on Contacts, Exchanges and Cooperation (Cultural Exchanges),

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CIA indicated that such exchange agreements have not been useful to the US from an intelligence collection standpoint.

Most agencies had no comment on the desirability of renewing Economic, Industrial and Technical Cooperation. They were largely unfamiliar with its terms and past operation (lack of familiarity was also a problem on the Cultural Exchanges issue, especially given time constraints), but most said they did not see obvious and major CI problems. DIA (Tab III, p. 2) objected, as has DOD generally, that the agreement as written offers opportunities for technology acquisition in the US;

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DOD's general position is that it should be allowed to lapse but that if eventually revived it should be rewritten more carefully and specifically that it should give priority to Export Administration Act controls. FBI did not comment on this issue.

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<i>ID</i>	<i>Document Type</i> <i>Document Description</i>	<i>No of</i> <i>pages</i>	<i>Doc Date</i>	<i>Restrictions</i>
172178	MEMO TO K. DEGRAFFENREID RE AGREEMENT WITH THE USSR ON CONTACTS, EXCHANGES AND COOPERATION	2	ND	B1

Freedom of Information Act - [5 U.S.C. 552(b)]

- B-1 National security classified information [(b)(1) of the FOIA]
- B-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- B-3 Release would violate a Federal statute [(b)(3) of the FOIA]
- B-4 Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- B-6 Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- B-7 Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- B-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- B-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

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172179	MEMO TO NSC RE PROPOSED AGREEMENTS	2	4/12/1984	B1

Freedom of Information Act - [5 U.S.C. 552(b)]

B-1 National security classified information [(b)(1) of the FOIA]

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FBI REVIEWED 05 MAY 2009 NO OBJECTION TO DECLASSIFICATION

12 APR 1984

S-1409/OS-1

DIA REVIEWED 30 May 2008 SANITIZED FOR RELEASE IN PART

MEMORANDUM FOR THE NATIONAL SECURITY COUNCIL
ATTENTION: DIANNE DORNAN

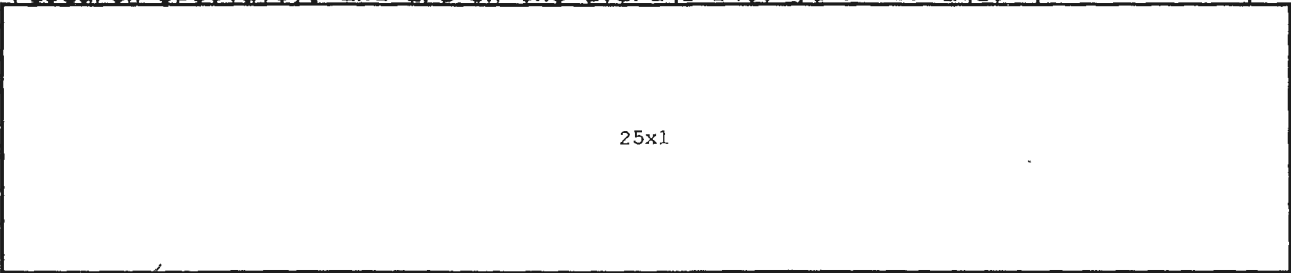
DIA Reviewed: 30 May 2008 - Refer to FBI

SUBJECT: Review of Proposed Agreements (U)

1. (C) Agreement with the USSR on Contacts, Exchanges and Cooperation.

- Attached to this agreement is a Program of Exchanges for 1984-1986, section I, paragraph (a) dealing with long-term advanced research indicating "that due consideration should be given to young scholars preparing dissertations, as well as, young instructors for purposes of nominations for this exchange. The term young is also used in other portions of the Program of Exchanges. As "young" is an undefined term it might be appropriate to define it to be those under a certain age (e.g. 28). Our experience in the past is that 70 to 90 percent of the Soviet exchange students hold the Soviet equivalent of a doctor's degree and have eight years experience in their research specialty, and are on the average 34.5 years of age.

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2. (S) US-Soviet Consular Review Talks Entry/Exit Points Issue.

- We agree with the suggestion made by Mr. E. J. O'Malley, Assistant Director, Intelligence Division, FBI to the National Security Council dated April 3, 1984 that no concessions to the Soviets in the areas of visas and entry/exit points should be made until a study has been made of the collection opportunities in the USSR that might be made available versus the counterintelligence losses that would accrue to the U.S. through an increased number of entry/exist points.

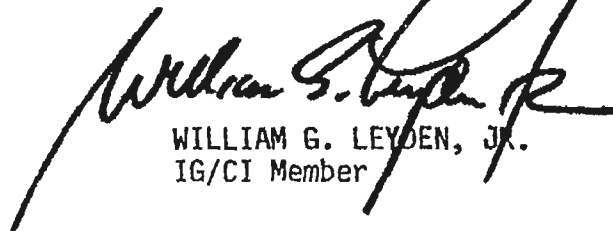
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3. ~~(S)~~ Economic, Industrial and Technical Cooperation.

- From the counterintelligence point of view the most significant portion of this agreement is in Article IV, which contains the provisions for access. Of particular concern are the provisions for multiple entry visas and business travel in the territory of the receiving country. Given the Soviet proclivity for using such enterprises for intelligence collection and the current Soviet priorities for the systematic acquisition of technology, legally or illegally, it is our judgment that these arrangements, as written, offer enhanced collection opportunity for Soviet technology acquisition programs. Since the monitoring of Soviet nationals and their activities within the United States is the responsibility of the FBI, the provisions of Article IV impact most directly on their resource capability. Consequently, we recommend that these counterintelligence considerations be included in any net assessment undertaken as recommended on the Entry/Exit Point issue.



WILLIAM G. LEYDEN, JR.
IG/CI Member