

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE RUSSIAN FEDERATION
REGARDING COOPERATION IN THE AREA OF NUCLEAR MATERIAL PHYSICAL PROTECTION, CONTROL AND
ACCOUNTING**

The Government of the United States of America and the Government of the Russian Federation, hereinafter referred to as the Parties,

ACKNOWLEDGING the importance of strengthening the nuclear weapons nonproliferation regime through the improvement of systems of physical protection, control and accounting of nuclear materials (hereinafter referred to as MPC&A);

TAKING INTO ACCOUNT the considerable growth in cooperation in MPC&A between the Parties, including the increase in the technical exchanges between the relevant scientific centers of the United States of America and the Russian Federation;

AFFIRMING their commitment to continue successful cooperation in MPC&A;

NOTING the Convention on Physical Protection of Nuclear Materials of March 3, 1980;

TAKING INTO ACCOUNT the recommendations of the IAEA in the area of physical protection of nuclear materials;

ATTACHING important significance to strengthening MPC&A cooperation between the Parties in view of implementation of current and future agreements in the nuclear arms reduction area;

BELIEVING that the increase of the efficiency of MPC&A is a contribution to the efforts to prevent illicit trafficking in nuclear materials;

HAVE AGREED AS FOLLOWS:

ARTICLE I

1. This Agreement and all activities undertaken in accordance with this Agreement shall be subject to and governed by the provisions of the Agreement Between the United States of America and the Russian Federation Concerning the Safe and Secure Transportation, Storage and Destruction of Weapons and the Prevention of Weapons Proliferation of June 17, 1992, as extended and amended by the Protocol signed on June 15 and 16, 1999 (hereinafter referred to as the 1992 Agreement).

2. The Parties may cooperate in the following areas:

- a. The further development of existing national programs of MPC&A;
- b. The improvement of systems of MPC&A, including those related to the transportation of nuclear materials;
- c. Furnishing modern systems of MPC&A as well as appropriate equipment and instruments to facilities of the Russian Federation where direct-use nuclear materials are located;
- d. Prevention of illicit trafficking in nuclear materials; and

4.

e. Such other areas of cooperation within the scope of this Agreement, as the Parties may agree upon in writing.

ARTICLE II

The Parties may cooperate on upgrading MPC&A, including of highly enriched uranium and separated plutonium, at mutually agreed facilities located on the territory of the Russian Federation.

ARTICLE III

1. Notwithstanding the provisions of Article III of the 1992 Agreement:

- a. The Executive Agent for the Russian Party for implementation of this Agreement shall be the Ministry of the Russian Federation for Atomic Energy.
- b. The Executive Agent for the U.S. Party for implementation of this Agreement shall be the United States Department of Energy.
- c. Each Party shall have the right to change its Executive Agent, or designate additional Executive Agents. Such decisions shall enter into force 30 days after written notice to the other Party.

2. The Executive Agents may involve other ministries or agencies, laboratories, facilities and organizations in the joint cooperation to implement this agreement.

3. The Parties shall establish a Joint Coordinating Committee (JCC). Each Party shall designate its members on the JCC. The Co-chairmen of the JCC shall be representatives of the Parties' Executive Agents. Meetings of the JCC shall be convened periodically upon agreement of the Co-Chairmen of the JCC but not less than once a year, alternately in the United States of America and in the Russian Federation unless otherwise agreed. Decisions of the JCC shall be made on the basis of consensus. The responsibilities of the JCC shall include:

- a. To develop Joint Action Plans, recommendations and appropriate implementing agreements and mechanisms to facilitate coordination and implementation of activities under this Agreement;
- b. To review implementation of the provisions of this Agreement and to resolve issues that may arise in the course of its implementation;
- c. To discuss and to draft, if necessary, recommendations to the Parties concerning amendments to this Agreement as well as proposals to the Parties for resolving disputes that are not resolved at the JCC level.

ARTICLE IV

1. To facilitate the effective fulfillment of work done under this Agreement, and in accordance with the legislation of the Russian Federation, the Russian Party shall take all necessary measures to permit access of representatives of the U.S. Party at those locations at the facilities where activities related to this Agreement are being conducted.

2. If access to such locations at the facilities referenced in, and for the purposes described in, Paragraph 1 of this Article is restricted by the legislation of the Russian Federation, the Executive Agents shall jointly develop alternative flexible, nonintrusive and mutually acceptable methods that do not require access by the representatives of the U.S. Party.

ARTICLE V

1. Under this Agreement, no or United States classified information or Russian Federation state secret information shall be exchanged.

2. The information transmitted under this Agreement or developed as a result of its implementation and considered by the U.S. party as "sensitive" or by the Russian Party as "konfidentsialnaya" must be clearly designated and marked as such.

3. "Sensitive" or "konfidentsialnaya" information shall be handled in accordance with the laws of the state of the Party receiving the information, and this information shall not be disclosed and shall not be transmitted to a third party not participating in the implementation of this agreement without the written consent of the Party transmitting such information.

a. According to the laws and regulations of the Russian Federation, such information shall be treated as "limited-distribution official information." This information shall be protected in accordance with the laws of the Russian Federation.

b. According to the laws and regulations of the United States, such information shall be treated as "foreign government information," provided in confidence. Such information shall be protected in accordance with the laws and regulations of the United States of America.

4. Information transmitted under this Agreement must be used solely in conformance with this Agreement.

5. The Parties shall minimize the number of persons having access to information which is designated "sensitive" or "konfidentsialnaya" information in accordance with Paragraph 2 of this Article.

ARTICLE VI

The Parties shall ensure the effective protection and allocation of rights to intellectual property transferred or created under this Agreement, as set forth in this Agreement and in the Annex, which is an integral part of this Agreement.

ARTICLE VII

1. The Russian Party shall ensure that the support or assistance provided in accordance with this Agreement is used solely for the purposes of effectively implementing MPC&A.

2. The U.S. Party and its representatives shall have the right to carry out quality assurance activities through access to those locations at the facilities where MPC&A activities are being conducted.

3. The Parties' Executive Agents shall develop appropriate arrangements for ensuring the effectiveness of all work performed within the framework of this Agreement.

ARTICLE VIII

1. Joint activities in accordance with this Agreement may be supported by funds and in-kind contributions of equipment, materials, and labor provided on a non-reimbursable basis by the U.S. Party in addition to the resources being appropriated by the Russian Party for the purposes of improvement of MPC&A in the Russian Federation, and resources received by the Russian Federation directly from other sources.

2. In all cases, the activities of the United States of America and the financial support it provides under this Agreement are subject to the availability of appropriated funds.

3. In all cases, the activities of the Russian Party and the financial support it provides under this Agreement are subject to the availability of appropriated funds.

ARTICLE IX

The U.S. Party and/or its designated representatives may purchase equipment, materials, or services in the Russian Federation for purposes of this Agreement.

ARTICLE X

1. This Agreement shall be applied provisionally from the date of signature, and shall enter into force upon entry into force of the Protocol signed on June 15 and 16, 1999. This Agreement shall remain in force so long as the 1992 Agreement remains in force.

2. This Agreement may be amended after the date of signature or extended by the written agreement of the Parties

3. This Agreement may be terminated by either party 90 days after giving written notification to the other party of its intention to do so.

Done at MOSCOW, this 2nd day of October, 1999, in two copies, each in the English and Russian languages, both texts being equally authentic.

[Yevgeniy Adamov]
**FOR THE
GOVERNMENT OF THE**

[Bill Richardson]
**FOR THE
GOVERNMENT OF THE**

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