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**AGREEMENT BETWEEN
DOD AND MINATOM CONCERNING
MODIFICATION OF SEVERSK AND ZHELEZNOGORSK
PLUTONIUM PRODUCTION REACTORS**

U.S.-Russian Joint Commission on Economic and Technical Cooperation

The following agreement was released September 23, 1997 by the White House Office of the Vice President following the ninth meeting of the U.S.-Russian Joint Commission on Economic and Technical Cooperation, also known as the Gore-Chernomyrdin Commission.

**Agreement Between
The Department of Defense of the United States Of America
and The Ministry of the Russian Federation for Atomic Energy
Concerning the Modification of the Operating Seversk (Tomsk Region)
and Zheleznogorsk (Krasnoyarsk Region) Plutonium Production Reactors**

The Department of Defense of the United States of America and the Ministry of the Russian Federation for Atomic Energy, hereinafter referred to as the *Parties*,

Taking into account the intent of the Government of the Russian Federation to decommission three presently operating reactors that produce plutonium and that provide heat and electricity to regions where they are located, and to create alternative sources of heat and electricity,

Expressing their desire to carry out Article II, paragraph 1, of the *Agreement between the Government of the United States of America and the Government of the Russian Federation Concerning Cooperation Regarding Plutonium Production Reactors* (hereinafter referred to as the *Agreement on Plutonium Production Reactors*);

Desiring to facilitate the Russian Plutonium Production Reactor Core Modification Project, by means of core conversion, the implementation of which will significantly enhance the safety of those reactors, hereinafter referred to as *Core Conversion*,

Have agreed as follows:

Article I

1. The provisions of Article II of the *Agreement on Plutonium Production Reactors* shall be carried out within the framework of this Agreement.
2. To support the Russian Federation in converting production reactor cores of the reactors ADE-4, ADE-5 (Seversk) and ADE-2 (Zheleznogorsk), as a result of which the production of non-reactor grade plutonium, as defined in Article III of the *Agreement on Plutonium Production Reactors* signed on this 23rd day of September, 1997, will be halted by 31 December 2000, the Department of Defense of the United States of America, hereinafter referred to as the DoD, shall provide to the Ministry of the Russian Federation for Atomic Energy, hereinafter referred to as the MinAtom, assistance relating to the conversion of the cores of those reactors.
3. The MinAtom, and/or its designated organizations, shall use all assistance provided pursuant to Article IV of this Agreement exclusively for activities related to the conversion of the cores of those reactors listed in Article I, paragraph 2, of this Agreement.
4. This Agreement and all activities undertaken in accordance with this Agreement shall be subject to 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*, hereinafter referred to as the weapons *Destruction and Non-Proliferation Agreement*.
5. For assistance provided by the DoD, and/or its designated organizations, in accordance with this Agreement, the MinAtom shall be responsible for ensuring the proper use of such assistance and that such assistance provides for achieving its intended goals.

Article II

1. For this Agreement, the Executive Agent for the United States shall be the DoD and the Executive Agent for the Russian Federation shall be the MinAtom.
2. The Parties shall have the right, consistent with its laws and regulations, and following written notification to the other Party, to delegate responsibilities for the implementation of this Agreement to other agencies, departments, units of its respective government, and/or non-governmental organizations.
3. The Parties shall have the right, following written notification to the other Party, to designate representatives for discussing technical issues related to the equipment, property, materials, personnel, training, and services provided pursuant to this Agreement. If the DoD, and/or its designated organizations, provides materials to the MinAtom, and/or its designated organizations, pursuant to this Agreement, they shall be delivered to Moscow, unless the Parties agree otherwise. The DoD, and/or its designated organizations, shall notify the MinAtom, and/or its designated organizations, of the planned date of shipment at least seven days in advance of shipment. The MinAtom, and/or its designated organizations, shall take immediate possession of the materials upon arrival, examine the materials received pursuant to this Agreement, and provide confirmation to the DoD, and/or its designated organizations, within ten days of receipt that it conforms with the specifications established by the MinAtom. Any materials failing to conform with these specifications shall be returned to the United States of

America through the Embassy of the United States of America at Moscow within 30 days of receipt for replacement.

Article III

The assistance to be provided by the DoD for the purpose of this Agreement is up to 10 million U.S. dollars. The amount of assistance may be increased subject to written agreement of the Parties through the amendment procedures provided for in Article IX, paragraph 1, of this Agreement.

Article IV

1. Taking into account consultations with the MinAtom, the DoD and/or its designated agents, may, at their discretion and based on their assessment of the requirements submitted by the MinAtom, provide assistance to the Russian Federation in areas related to converting the cores of the production reactors listed in Article 1, paragraph 2 of this Agreement into cores that do not produce non-reactor grade plutonium.
2. The activities for achieving specified goal may include operations performed by the DoD, and/or its designated organizations, and by the MinAtom, and/or its designated organizations, such as:
 - A. Conduct analysis and testing of system designs and design work for the modification of the reactors listed in Article 1, paragraph 2 of this Agreement, and
 - B. Work to implement approved system designs for the modification of reactors listed in Article 1, paragraph 2 of this Agreement, through core conversion.
 1. Manufacture and installation of technological equipment (fuel channels, graphite sleeves, seals, valves etc.),
 2. Modernization of safety systems,
 3. Operations related to the preparation of production capacities for manufacturing fuel elements and absorber elements of modified reactors,
 4. Overhaul of the spent fuel cooling ponds and renovation of the storage facilities for unirradiated fuel elements, and
 5. Other operations related to the modernization and reconstruction of equipment according to an agreed upon schedule.

Article V

1. Assistance under this Agreement shall be provided on a step-by-step basis and only in accordance with a specific set of detailed milestones to be agreed in writing by the Parties. These detailed milestones will be developed for all phases of assistance, to include the duration and completion of the Core Conversion.

2. In the event that the MinAtom should fail to achieve an agreed project milestone or the DoD should fail to provide an agreed level of assistance, including funding, to support an agreed project milestone, either Party may request consultations to determine how best to achieve the objectives of this Agreement under those circumstances. These consultations shall begin within 30 days of such a request. If after 150 days from the beginning of consultations, the Parties do not reach agreement, each Party shall have the right to suspend, until such agreement is achieved, implementation of this Agreement by sending the other Party appropriate written notification. The consultations specified in this paragraph shall continue until agreement or, if this is not possible, until the termination of this Agreement, using the procedures provided for in Article IX of this Agreement.

Article VI

Any disagreements between the Parties regarding this Agreement and arising during its implementation, shall be resolved by the Executive Agents.

Article VII

1. Upon at least 30 days advance notice and no more than three times in each calendar year, representatives of the DoD shall have the right to audit and examine the use of any assistance provided for the purpose of this Agreement and shall have the right to audit and examine any and all related records or documentation, both during the period of this Agreement and for three years thereafter.
2. The Parties shall develop appropriate arrangements in support of the conducting of audits and exams. The right to conduct the audits and exams referenced in paragraph 1 of this Article shall not be contingent upon the development of these arrangements. In case of any inconsistencies between this Agreement and any such arrangements, the provisions of this Agreement shall prevail.

Article VIII

Access to information transmitted in accordance with this Agreement, the handling of and protection of such information, and allocation of rights to intellectual property, shall be subject to the same terms and conditions applicable to the handling of information under Article VI of the Agreement on Plutonium Production Reactors, signed on this 23rd day of September, 1997.

Article IX

1. This Agreement shall enter into force upon signature and shall remain in force for 4 years, or for the duration of the Weapons Destruction and Non-Proliferation Agreement, whichever terminates earlier. The Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party upon one year's written notification to the other Party of its intention to do so.
2. In the event this Agreement terminates, the Parties shall handle all previously provided sensitive information in accordance with Article VIII of this Agreement unless otherwise

agreed by the Parties, and all previously provided assistance will continue to be used in accordance with Article I, paragraph 3, of this Agreement.

Done at Moscow, in duplicate, this Twenty-third day of September, 1997, in the English and Russian languages, both texts being equally authentic.

**For the Department of Defense
The United States Of America**

**For the Ministry for Atomic Energy
The Russian Federation**