AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION CONCERNING OPERATIONAL SAFETY ENHANCEMENTS, RISK REDUCTION MEASURES AND NUCLEAR SAFETY REGULATION FOR CIVIL NUCLEAR FACILITIES IN THE RUSSIAN FEDERATION

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

Desiring to support the implementation of the Multilateral Nuclear Safety Initiative announced at the May 23, 1992, Lisbon meeting for the coordination of assistance to the states that were formerly a part of the Union of Soviet Socialist Republics;

Taking into account the Agreement between the Government of the United States of America and the Government of the Russian Federation Regarding Cooperation to Facilitate the Provision of Assistance of April 4, 1992, hereinafter referred to as the Assistance Agreement;

Have agreed as follows:

1. The Parties shall cooperate to facilitate the achievement of the following objectives:

   (a) providing further operational safety enhancements by expediting development of emergency operating procedures, performance based training, as well as administrative and operational controls for VVER440, VVER1000 and RBMX nuclear power reactors in the Russian Federation;

   (b) reducing the risks associated with the operation of VVER440, VVER1000 and RBMX nuclear power reactors in the Russian Federation; and

   (c) consistently and effectively improving nuclear and radiation safety standards and regulations for use in the Russian Federation.

2. Cooperation may include, but is not limited to:

   (a) improving equipment servicing and maintenance for nuclear power plants with VVR440, VVER1000 and R3MK nuclear power reactors;

   (b) improving the equipment of management and control systems, diagnostic methods and hardware and training for technical personnel;

   (c) implementing safety analysis methodologies;

   (d) improving the characteristics of confinements in case of severe accidents;

   (e) developing methods to prevent uncontrolled hydrogen explosions in confinements;
(f) installing dedicated emergency diesels and feedwater pumps in protected areas;

(g) performing technical and fire safety assessments;

(h) improving basic fire prevention, detection, and response capabilities;

(i) designing reactor scram mechanisms for highrisk failure modes;

(j) training in regulatory methods and procedures, inspection techniques and analysis regulatory
laws, and the use of radioactivity monitoring equipment; and

(k) improving regulatory effectiveness by developing appropriate regulatory standards,
requirements and procedures, as well as by procuring equipment.

3. Any assistance provided under this Agreement shall be subject to the provisions of the
Assistance Agreement, unless provided otherwise in this Agreement. Both Parties shall take all
necessary measures under the laws and regulations of their respective countries to implement
their obligations under this Agreement.

Article II

1. The Parties shall coordinate and review implementation of this Agreement through the Joint
Coordinating Committee for Civilian Nuclear Reactor Safety (the "JCCCNRS"), reporting to the
Joint Committee on Cooperation in the Peaceful Uses of Atomic Energy (the JCC"), established
under the Agreement between the United States of America and the Union of Soviet Socialist
Republics on Technical Cooperation in the Field of the Peaceful Uses of Atomic Energy of June
1, 1990 (the "Peaceful Uses Agreement") and the Memorandum of Cooperation in the Field of
Civilian Nuclear Reactor Safety between the United States of America and the Union of Soviet
Socialist Republics of April 26, 1988 (the "CNRSMOC").

2. If the Peaceful Uses Agreement or the CNRSMOC expires or otherwise terminates before the
expiration or termination of this Agreement, the JCCCNRS and JCC shall remain in effect
during the period this Agreement is in force for the purposes set forth in paragraph 1 of this
Article.

Article III

1. The Parties may enter into implementing agreements as appropriate to accomplish the
objectives set forth in Article I of this Agreement.

2. In case of any inconsistency between this Agreement and any implementing agreement the
provisions of this Agreement shall prevail.

Article IV
1. With the exception of claims for damage or injury against individuals arising from their premeditated actions, the Government of the Russian Federation shall bring no claims or other legal proceedings arising from activities undertaken pursuant to this Agreement against the Government of the United States of America and its personnel or its contractors, subcontractors, consultants, suppliers or subsuppliers of equipment or services at any tier and their personnel, for indirect, direct or consequential damage to property owned by the Russian Federation. This paragraph shall not apply to legal actions brought by the Government of the Russian Federation to enforce the provisions of contracts to which it or a Russian national is a party.

2. With the exception of claims for damage or injury against individuals arising from their premeditated actions, the Government of the Russian Federation shall provide for the adequate defense of, indemnify, and shall bring no claims against, the Government of the United States of America and its personnel and its contractors, subcontractors, consultants, suppliers or subsuppliers of equipment or services at any tier and their personnel in connection with third-party claims in any court or forum arising from activities undertaken pursuant to this Agreement for injury or damage occurring within or outside the territory of the Russian Federation that results from a nuclear incident occurring within the territory of the Russian Federation. Nothing in this paragraph shall be construed as acknowledging the jurisdiction of any court or forum over third-party claims to which this paragraph applies, nor shall it be construed as waiving the sovereign immunity of either Party with respect to third-party claims that may be brought against it.

3. The Parties may, as necessary, conduct consultations regarding claims and legal proceedings concerning this Article.

4. The provisions of this Article shall not prevent the Parties from providing compensation in accordance with their national laws.

5. Nothing in this article shall be interpreted to prevent legal proceedings or claims against nationals of the Russian Federation or permanent residents of the Russian Federation.

6. The Government of the United States of America shall strive to ensure delivery of equipment and services of high quality and their performance in accordance with mutually acceptable specifications. The Government of the Russian Federation shall accept final delivery after determining conformity with mutually acceptable specifications.

7. The obligations undertaken by the Government of the Russian Federation pursuant to this Article relating to nuclear power reactors it owns at the time this Agreement enters into force shall remain in effect regardless of any subsequent transfer of ownership of those reactors, and, pursuant to Article VI, shall remain in effect notwithstanding the termination or expiration of this Agreement.

Article V
Assistance of the Government of the United States of America in accordance with this Agreement shall be provided subject to the availability of appropriated funds and the mutual agreement of the Parties.

Article VI

1. This Agreement shall enter into force upon signature and shall remain in force for a period of five years. This Agreement may be terminated prior to its expiration by either Party upon six months written notice to the other Party of its intention to do so. In either event, the provisions of this Agreement shall continue to apply with respect to assistance furnished before the date of expiration or termination, unless the Parties otherwise agree in writing.

2. This Agreement may be extended for additional five-year terms by written agreement of the Parties.

DONE at Moscow, this sixteenth day of December, 1993, in duplicate, in the English and Russian languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE

UNITED STATES OF AMERICA:

Signed by Hazel R. O'Leary

FOR THE GOVERNMENT OF THE

RUSSIAN FEDERATION:

Signed by Viktor Mikhailov

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