

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE RUSSIAN FEDERATION
FOR COOPERATION IN THE FIELD OF
PEACEFUL USES OF NUCLEAR ENERGY**

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

Convinced that the use of nuclear energy for peaceful purposes is a reliable basis for meeting national energy sector requirements in a manner that is sustainable, environmentally safe, and economically beneficial;

Seeking to expand and enhance mutually beneficial cooperation in the field of the peaceful uses of nuclear energy on a stable, reliable, and predictable basis;

Recognizing that the expansion and enhancement of cooperation between the United States of America and the Russian Federation on an equal footing will help strengthen international stability, as well as promote political and economic progress;

Taking into account that both the United States of America and the Russian Federation have achieved an advanced level in the use of nuclear energy for production of electric power and in the development of nuclear industry and scientific research in this field, and guided by the common goals of achieving a higher level of safety and protection of populations and the environment;

Mindful of their respective obligations under the Treaty on the Non-Proliferation of Nuclear Weapons of July 1, 1968 ("NPT"), to which both the United States of America and the Russian Federation are parties;

Reaffirming their commitment to the international development and use of nuclear energy for peaceful purposes that are consistent with the provisions of the NPT;

Taking into account that the United States of America and the Russian Federation are members of the International Atomic Energy Agency ("IAEA");

Affirming their support for the objectives and Statute of the IAEA and their commitment to the Guidelines of the Nuclear Suppliers Group;

Acknowledging the importance of the provision of nuclear fuel supply assurances under the auspices of the IAEA;

Acknowledging the need for measures for the physical protection of nuclear material and facilities and affirming compliance with the obligations set forth in the Convention on the Physical Protection of Nuclear Material of October 26, 1979, to which the United States of America and the Russian Federation are parties;

Expressing a firm commitment to strengthening the international regime of nuclear non-proliferation and IAEA safeguards;

Noting the need to establish conditions governing the transfer for peaceful purposes of nuclear material, relevant equipment and technologies between the United States of America and the Russian Federation that avoid interference in the civilian nuclear programs of the United States of America and the Russian Federation;

Mindful that peaceful nuclear activities must be undertaken taking into account the need to ensure protection of the international population and environment from radioactive, chemical and thermal contamination;

Have agreed as follows:

ARTICLE I

For the purposes of this Agreement, the terms listed below shall have the following meanings:

1. "Component" means a component part of equipment or other item so designated by agreement of the competent authorities of the Parties;
2. "Equipment" means any reactor, other than one designed or used primarily for the production of plutonium or uranium-233, or any other item so designated by agreement of the competent authorities of the Parties.
"Reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained. The phrase "designed or used primarily for the production of plutonium or uranium-233" shall not apply to breeder reactors that do not produce nuclear material for use in nuclear explosive devices, nor with respect to reactors primarily used for the production of plutonium-238;
3. "High enriched uranium" means uranium enriched to twenty percent or greater in the isotope uranium-235;
4. "Information" means scientific, commercial or technical data or information in any form that are appropriately designated by agreement of the competent authorities of the Parties to be provided or exchanged under this Agreement;
5. "Low enriched uranium" means uranium containing less than twenty percent of the isotope uranium-235, but more than the content of uranium-235 in natural uranium;

6. "Major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;
7. "Moderator material" means heavy water, or any other material suitable for use in a reactor to slow down neutrons and increase the likelihood of further fission, as jointly designated by the competent authorities of the Parties;
8. "Nuclear material" means source material and special fissionable material, and includes, *inter alia*, irradiated source material and irradiated special fissionable material. "Source material" means uranium containing the mixture of isotopes occurring in nature; uranium depleted in the isotope uranium-235; thorium; any of the foregoing in the form of metal, alloy, chemical compound, or concentrate; any other material containing one or more of the foregoing in such concentration as the Board of Governors of the IAEA shall from time to time determine; and such other materials as the Board of Governors of the IAEA shall from time to time determine or as may be agreed by the Parties. "Special fissionable material" means plutonium, uranium-233, uranium enriched in the isotopes uranium-233 or uranium-235; any material containing one or more of the foregoing; and such other fissionable material as the Board of Governors of the IAEA shall determine or as may be agreed by the Parties. "Special fissionable material" does not include "source material." Any determination by the Board of Governors of the IAEA under Article XX of the IAEA Statute or any determination by the Board of Governors of the IAEA that otherwise amends the list of materials considered to be "source material" or "special fissionable material" shall have effect for the purposes of this Agreement only when the Parties have informed each other in writing that they accept this amendment. For the purposes of this Agreement, "plutonium" does not include plutonium with a content of the isotope plutonium-238 exceeding eighty percent;
9. "Peaceful purposes" or "peaceful use(s)" include the use of information, nuclear material, moderator material, equipment and components in such fields

as scientific research, electric power generation, medicine, agriculture and industry, but do not include their use in, or use for research on or development of, any nuclear explosive devices or any military purposes. Military purposes shall not include provision of power for military bases drawn from any power network, production of radioisotopes to be used for medical purposes in military hospitals, and other similar purposes as may be agreed by the Parties;

10. "Authorized person" means any individual subject to the jurisdiction of the United States of America and any legal entity, including a joint venture or partnership, subject to the jurisdiction of either Party, that is authorized by the relevant Party to implement cooperation under this Agreement, but does not include the Parties to this Agreement;

11. "Restricted Data" means all data concerning (1) design, manufacture or utilization of nuclear weapons, (2) the production of special fissionable material, or (3) the use of special fissionable material in the production of energy, but shall not include data that the Government of the United States of America has declassified or removed from the category of Restricted Data;

12. "Russian Federation State Secret Information" means information protected by the Russian Federation in the area of its military, foreign policy, economic and other activities, whose dissemination could be detrimental to the security of the Russian Federation;

13. "Sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of irradiated nuclear material, heavy water production, or fabrication of nuclear fuel containing plutonium;

14. "Sensitive nuclear technology" means any information, including information that is incorporated in equipment or an important component, that is not available to the public and is important to the design, construction, fabrication, operation or maintenance of any sensitive nuclear facility, or any

other such information that may be so designated by one of the Parties prior to its transfer under this Agreement.

ARTICLE 2

The Parties may cooperate in the field of peaceful use of nuclear energy in the following areas:

- Scientific research and development pertaining to the nuclear power sector, including nuclear reactors and their fuel cycles.
- Scientific research and development in the field of controlled thermonuclear fusion, including multilateral cooperation.
- Radioactive waste handling, decommissioning of nuclear facilities and environmental restoration.
- Nuclear and radiation safety, including issues of regulation.
- Nuclear industry and commerce.
- Shipments, based on the provisions of this Agreement, of moderator material, nuclear material, technologies and equipment, as well as services in the area of the nuclear fuel cycle, either for use in the United States of America or in the Russian Federation.
- International issues related to the peaceful use of nuclear energy, including issues of non-proliferation, IAEA safeguards, and environmental protection.
- Other areas that may be agreed upon by the Parties in writing.

ARTICLE 3

1. The Parties shall cooperate in the field of peaceful use of nuclear energy in accordance with the provisions of this Agreement and the respective legislation, regulations, norms and license requirements of the United States of America and the Russian Federation as may be applicable, and international agreements to which they are parties.
2. The Parties shall facilitate trade in moderator material, nuclear material, equipment, and technologies, as well as services pertaining to the nuclear fuel cycle, between authorized persons of the United States of America and the Russian Federation in the field of peaceful use of nuclear energy.
3. Authorizations, including import and export licenses, as well as the issuance of authorizations to third parties, relating to trade, industrial operations or nuclear material movements to the territory of the United States of America or of the Russian Federation shall not be used to restrict trade.
4. The cooperation contemplated by this Agreement as cooperation between the Parties may also be carried out between authorized persons.

ARTICLE 4

In conformity with the provisions of this Agreement, the Parties undertake to facilitate commercial relations between authorized persons of the Parties involved in cooperation in the nuclear power sector; which may include, but need not be limited to:

- investment cooperation;
- the establishment of joint ventures;

- environmental projects on an industrial or commercial scale;
- trade in nuclear material, moderator material, and relevant services.

ARTICLE 5

For the purposes of implementation of this Agreement, the Parties hereby designate the following competent authorities:

- For the United States of America, the U.S. Department of State, the U.S. Department of Energy, and the U.S. Nuclear Regulatory Commission.
- For the Russian Federation, the State Corporation for Atomic Energy "Rosatom" and the Federal Service for Environmental, Technological and Nuclear Oversight.

In case of a change in the competent authorities specified in this Article or the designation of new competent authorities, the Parties shall immediately inform each other thereof in writing through diplomatic channels, without amendment to this Agreement.

ARTICLE 6

1. This Agreement does not require the transfer of any information that the Parties are not permitted to transfer under their respective national laws and regulations, or whose transfer is inconsistent with international agreements to which the United States of America or the Russian Federation is party.

2. Restricted Data shall not be transferred by the United States of America under this Agreement.
3. Russian Federation State Secret Information as well as information similar to the information defined in paragraph 11 of Article 1 of this Agreement shall not be transferred by the Russian Federation under this Agreement.
4. The Parties recognize that they may need to protect certain information to be transferred under the terms of this Agreement by one Party to the other in connection with activities undertaken by the Government of the United States of America and the Government of the Russian Federation or on their behalf pursuant to this Agreement. In order to protect such information:

- Protected information transferred by one Party to the other shall be stamped, marked, or designated by the releasing Party as protected in accordance with its national laws and regulations. The medium in electronic, paper, or another format, containing this information, if in English, must have the marking "Protected"; if in Russian, "конфиденциально" [Confidential].

- Protected information transferred by one Party shall be protected by the recipient Party in accordance with its national laws and regulations in a manner at least equivalent to that afforded by the releasing Party. The recipient Party shall not use or permit the use of protected information for any purpose other than that for which it was transferred, and, to the extent permitted by its national laws and regulations, shall not disclose such information or transfer it to any third party not participating in the activities of the two Parties under this Agreement in connection with which the protected information was transferred, without the prior written consent of the transferring Party.

- In accordance with the laws and regulations of the United States of America, protected information transferred to the Government of the United States of America by the Government of the Russian Federation shall be treated as foreign government information transferred in confidence and shall be provided with appropriate protection from disclosure. In accordance with the legislation of the Russian Federation, protected information transferred by the Government of the United States of America to the Government of the Russian Federation shall be handled as official, restricted-distribution information and shall be provided with the appropriate protection from disclosure.

- Each Party shall limit access to protected information to persons who require access to perform a lawful and authorized government function.

ARTICLE 7

1. Nuclear material, moderator material, equipment (except for sensitive nuclear facilities, sensitive nuclear technology and major critical components) and components may be transferred for applications consistent with this Agreement.
2. Sensitive nuclear facilities, sensitive nuclear technology and major critical components may be transferred under this Agreement if provided for by an amendment to this Agreement.
3. Nuclear material may be transferred for use as fuel for reactors, in experiments, for irradiation in reactors, for enrichment to less than 20 percent in the isotope uranium-235, for conversion or fabrication, for temporary storage for purposes of further use, for use as samples, standards, detectors, targets, or for other purposes as agreed by the Parties that are consistent with

the provisions of this Agreement and with the laws and regulations of the United States of America and the legislation of the Russian Federation.

4. Nuclear material, moderator material, equipment or components transferred from the territory of the United States of America to the territory of the Russian Federation, or from the territory of the Russian Federation to the territory of the United States of America, whether directly or through a third country, shall be regarded as having been transferred pursuant to this Agreement only upon confirmation, by the relevant competent authority of the recipient Party to the relevant competent authority of the supplier Party, that such nuclear material, moderator material, equipment or components will be subject to this Agreement.

ARTICLE 8

1. Plutonium, uranium-233 and high enriched uranium, transferred pursuant to the provisions of this Agreement or used in or produced through the use of nuclear material, moderator material, or equipment transferred, shall only be stored in a facility agreed upon by the competent authorities of the Parties.

2. Nuclear material, moderator material, equipment, and components transferred pursuant to this Agreement and any special fissionable material produced through the use of any nuclear material, moderator material, or equipment transferred shall be transferred only to authorized persons, and shall not be transferred beyond the territorial jurisdiction of the recipient Party unless the Parties agree otherwise.

ARTICLE 9

Nuclear material transferred pursuant to this Agreement, and nuclear material used in or produced through the use of nuclear material, moderator material, or equipment transferred, may be altered in form or content only if the Parties agree. The Parties agree that conversion, enrichment to less than twenty percent in the isotope uranium-235, fabrication of low enriched uranium fuel, irradiation or further irradiation, post-irradiation examination, and blending or downblending of uranium to produce low enriched uranium, are permissible alterations in form or content for purposes of this Agreement.

ARTICLE 10

For the purposes of implementing the rights specified in Articles 8 and 9 of this Agreement with respect to special fissionable material produced through the use of nuclear material or moderator material transferred pursuant to this Agreement, and not used in or produced through the use of equipment transferred pursuant to this Agreement, such rights shall in practice be applied to that proportion of special fissionable material produced that represents the ratio of transferred nuclear material or moderator material used in the production of the special fissionable material to the total amount of nuclear material or moderator material so used, and similarly for subsequent generations. The exact procedure for establishing the aforementioned proportion shall be agreed upon by the competent authorities of the Parties.

ARTICLE 11

1. Adequate physical protection, as specified in paragraph 2 of this Article, shall be maintained with respect to nuclear material and equipment transferred pursuant to this Agreement and special fissionable material used in or produced through the use of nuclear material, moderator material, or equipment transferred.

2. With respect to the obligation in paragraph 1 of this Article, each Party shall apply physical protection measures in accordance with its national laws and regulations at levels at least equivalent to the recommendations published in IAEA document INFCIRC/225/Rev.4 entitled "The Physical Protection of Nuclear Material and Nuclear Facilities," and in subsequent revisions of that document accepted by both of the Parties, and the provisions of the Convention on the Physical Protection of Nuclear Material of October 26, 1979 as well as amendments to that Convention in the event of their entry into force for both Parties.
3. The Parties shall consult at the request of either Party regarding the physical protection measures maintained pursuant to this Article.
4. The Parties shall keep each other informed through diplomatic channels of those organizations or authorities responsible for ensuring levels of physical protection for nuclear material and facilities in their territory or under their jurisdiction or under their control and responsible for coordinating response and recovery operations in the event of unauthorized use or handling of nuclear material subject to this Article. Each Party shall also keep the other Party informed through diplomatic channels of the designated points of contact within its national authorized organizations for purposes of cooperation on matters involving transportation of nuclear material from the territory of its country to the territories of other countries and other matters of mutual concern.
5. The provisions of this Article shall be applied in such a manner as to avoid undue interference in the Parties' activities in the field of peaceful use of nuclear energy and to be consistent with prudent management practices required for the safe and economically justified conduct of their nuclear programs.

ARTICLE 12

Nuclear material, moderator material, equipment and components transferred pursuant to this Agreement and nuclear material used in or produced through the use of any nuclear material, moderator material, equipment or components transferred shall not be used for any nuclear explosive devices, for research on or development of any nuclear explosive devices, or for any military purpose. As specified in paragraph 9 of Article 1, military purposes shall not include provision of power for a military base drawn from any power network, production of radioisotopes to be used for medical purposes in a military hospital, and other similar purposes as may be agreed by the Parties.

ARTICLE 13

1. Nuclear material transferred to the Russian Federation pursuant to this Agreement and any other nuclear material used in or produced through the use of nuclear material, moderator material, equipment, or components transferred shall be subject, to the extent applicable, to the Agreement between the Union of Soviet Socialist Republics and the International Atomic Energy Agency for the Application of Safeguards in the Union of Soviet Socialist Republics of February 21, 1985, and the Additional Protocol that entered into force October 16, 2007 between the Russian Federation and the International Atomic Energy Agency to the Agreement between the Union of Soviet Socialist Republics and the International Atomic Energy Agency for the Application of Safeguards in the Union of Soviet Socialist Republics.
2. Nuclear material transferred to the United States of America pursuant to this Agreement and any other nuclear material used in or produced through the use of nuclear material, moderator material, equipment, or components transferred shall be subject, to the extent applicable, to the Agreement between

the United States of America and the IAEA for the Application of Safeguards in the United States of America of November 18, 1977, and an Additional Protocol thereto in the event of its entry into force.

3. The Parties understand that paragraphs 1 and 2 of this Article do not require that the nuclear material referred to in those paragraphs must be in a facility that appears on the recipient Party's list of facilities that are eligible for IAEA safeguards.

4. In the event that the IAEA safeguards agreement referred to in paragraph 1 or in paragraph 2 of this Article is not being implemented, the Parties shall consult and establish a mutually acceptable alternative to that safeguards agreement consistent with their status as nuclear weapon States Parties to the NPT.

5. Each Party shall establish and maintain a system of accounting and control of nuclear material transferred pursuant to this Agreement and nuclear material used in or produced through the use of nuclear material, moderator material, equipment, or components transferred. The procedures for this system shall be those specified in the IAEA safeguards agreement referred to in paragraph 1 or 2 of this Article for the Party concerned, or, if the Parties agree, those specified in any revised version of the relevant safeguards agreement.

6. Upon the request of either Party, the other Party shall inform the requesting Party of the status of all inventories of nuclear material subject to this Agreement.

ARTICLE 14

If an agreement between either Party and another nation or group of nations provides such other nation or group of nations rights equivalent to any or all of those provided for under Article 8 or Article 9 of this Agreement with respect to nuclear material, moderator material, equipment or components subject to this Agreement, the Parties may, upon request of either of them, agree that the implementation of any such rights will be accomplished by such nation or group of nations.

ARTICLE 15

The Parties shall endeavor to avoid taking any actions that would negatively affect cooperation under this Agreement. If either Party does not comply with the provisions of this Agreement, the Parties shall promptly hold consultations on the problem, it being understood that the other Party shall have the right to temporarily suspend or to cease further cooperation under this Agreement.

ARTICLE 16

The Parties shall consult at the request of either Party regarding the implementation of this Agreement. The Parties also intend to consult regarding the development of further cooperation in the field of peaceful use of nuclear energy.

ARTICLE 17

The Parties shall consult, with regard to activities under this Agreement, to identify the world-wide environmental implications arising from such activities and shall cooperate in protecting the international environment from radioactive, chemical or thermal contamination arising from peaceful nuclear activities under this Agreement and in related matters of health and safety.

ARTICLE 18

Any dispute between the Parties concerning the interpretation or application of the provisions of this Agreement shall be promptly discussed by the Parties with a view to resolving that dispute through consultations or negotiations.

ARTICLE 19

The competent authorities of the Parties shall work out appropriate arrangements in order to effectively apply the provisions of this Agreement as they relate to nuclear material, moderator material, equipment and components subject to this Agreement. The principles of fungibility and equivalence shall apply to nuclear material subject to this Agreement. Detailed provisions for applying these principles shall be set forth in a relevant agreement.

ARTICLE 20

1. This Agreement shall enter into force on the date of the last written notification of completion by the Parties of their internal procedures necessary for its entry into force and shall remain in force for a period of 30 years. The term of this Agreement may be extended by mutual agreement of the Parties. This Agreement may be terminated by either Party by sending the relevant written notice to the other Party. In that case the Agreement shall terminate one year from the date of such notice.

2. Notwithstanding the suspension or termination, including by expiration, of this Agreement or of any cooperation hereunder, Articles 8, 9, 10, 11, 12 and 13 of this Agreement shall continue in effect so long as any nuclear material, moderator material, equipment or component subject to these Articles remains in the territory of the United States of America or the Russian Federation or under the jurisdiction or control of either Party anywhere, unless such item is no longer usable for any nuclear activity relevant from the point of

view of international safeguards or has become practicably irrecoverable, or unless otherwise agreed by the Parties.

DONE at Moscow, this 6th day of May, 2008, in duplicate, each in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES
OF AMERICA:

FOR THE GOVERNMENT
OF THE RUSSIAN
FEDERATION:

