

Appendix C: United States and Russian Agreement on the SSD Program

The United States of America and the Russian Federation, hereinafter referred to as the Parties, desiring to facilitate the safe and secure transportation and storage of nuclear, chemical, and other weapons in the Russian Federation in connection with their destruction, intending to build upon the framework for cooperation set forth in 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, have agreed as follows:

ARTICLE I

The Parties shall cooperate in order to assist the Russian Federation in achieving the following objectives:

- a. the destruction of nuclear, chemical, and other weapons;
- b. the safe and secure transportation and storage of such weapons in connection with their destruction; and
- c. the establishment of additional verifiable measures against the proliferation of such weapons that pose a risk of proliferation.

ARTICLE II

1. The Parties, through their Executive Agents, shall enter into implementing agreements as appropriate

to accomplish the objectives set forth in Article I of this Agreement. The implementing agreements shall include, inter alia:

- a description of the activities to be undertaken;
 - a. provisions concerning the sequence of activities;
 - c. provisions concerning access to material, training or services provided at sites of their use, if possible, for monitoring and inspection and
 - d. other provisions as appropriate.
2. In Case of any inconsistency between the Agreement and any implementing agreements, the provisions of this Agreement shall prevail.

ARTICLE III

Each Party shall designate an Executive Agent to implement this Agreement. For the United States of America, the Executive Agent shall be the Department of Defense. For the Russian Federation, with respect to nuclear weapons, the Executive Agent shall be the Ministry of Atomic Energy.

ARTICLE IV

Except as otherwise provided in this Agreement or in an implementing agreement, the terms of this Agreement shall apply to all material, training or services provided in accordance with this Agreement or implementing agreements, and to all related activities and personnel.

NOTE: This appendix is a reprint of the text of the "Umbrella" Agreement Between the United States and Russia Concerning Assistance for Weapons Dismantlement in Russia (The "Safe, Secure, Dismantlement" (SSD) Program), signed June 1992.

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ARTICLE V

1. The Russian Federation shall facilitate the entry and exit of employees of the Government of the United States of America and contractor personnel of the United States of America into and out of the territory of the Russian Federation for the purpose of carrying out activities in accordance with this Agreement.
2. Aircraft and vessels, other than regularly scheduled commercial aircraft and vessels, used by the United States of America in connection with activities pursuant to this Agreement in the Russian Federation shall, in accordance with international law, be free of customs inspections, customs charges, landing fees, navigation charges, port charges, tolls, and any other charges by the Russian Federation, or any of its instrumentalities.
3. If an aircraft other than a regularly scheduled commercial aircraft is used by the United States of America for transportation to the Russian Federation, its flight plan shall be filed in accordance with the procedures of the International Civil Aviation Organization applicable to civil aircraft, including in the remarks section of the flight plan confirmation that the appropriate clearance has been obtained. The Russian Federation shall provide parking, security protection, servicing, and fuel for aircraft of the United States of America.

ARTICLE VI

Unless the written consent of the United States of America has first been obtained, the Russian Federation shall not transfer title to, or possession of, any material, training or services provided pursuant to this Agreement to any entity, other than an officer, employee or agent of a Party to this Agreement and shall not permit the use of such material, training or services for purposes other than those for which it has been furnished.

ARTICLE VII

1. The Russian Federation shall, in respect of legal proceedings and claims, other than contractual claims, hold harmless and bring no legal proceedings against the United States of America and personnel, contractors, and contractors' personnel of the United States of America, for damage to property owned by the Russian Federation, or death

- or injury to any personnel of the Russian Federation, arising out of activities pursuant to this Agreement.
2. Claims by third parties, arising out of the acts or omissions of any employees of the United States of America or contractors or contractors' personnel of the United States of America done in the performance of official duty, shall be the responsibility of the Russian Federation.
3. The provisions of this Article shall not prevent the Parties from providing compensation in accordance with their national laws.
4. The Parties may consult, as appropriate, on claims and proceedings under this Article.
5. Nothing in this Article shall be construed to prevent legal proceedings or claims against nationals of the Russian Federation or permanent residents of the Russian Federation.

ARTICLE VIII

The activities of the United States of America under this Agreement are subject to availability of appropriated funds.

ARTICLE IX

Employees of the Government of the United States of America present in the territory of the Russian Federation for activities related to this Agreement shall be accorded privileges and immunities equivalent to that accorded administrative and technical staff personnel in accordance with the Vienna Convention on Diplomatic Relations of April 18, 1962.

ARTICLE X

1. The United States of America, its personnel, contractors, and contractors' personnel shall not be liable to pay any tax or similar charge by the Russian Federation or any of its instrumentalities on activities undertaken in accordance with this Agreement.
2. The United States of America, its personnel, contractors, and contractors' personnel may import into, and export out of, the Russian Federation any equipment, supplies, material or services required to implement this Agreement. Such importation and exportation of articles or services shall not be subject to any license, other restrictions, customs, duties, taxes or any other charges or inspections by

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the Russian Federation or any of its instrumentalities.

ARTICLE XI

In the event that a Party awards contracts for the acquisition of articles and services, including construction, to implement this Agreement, such contracts shall be awarded in accordance with the laws and regulations of that Party. Acquisition of articles and services in the Russian Federation by or on behalf of the United States of America in implementing this Agreement shall not be subject to any taxes, customs, duties or similar charges by the Russian Federation or its instrumentalities.

ARTICLE XII

The Russian Federation shall take all reasonable measures within its power to ensure the security of material, training or services provided pursuant to this agreement and shall protect them against seizure or conversion.

ARTICLE XIII

Upon request, representatives of the Government of the United States of America shall have the right to

examine the use of any material, training or other services provided in accordance with this Agreement, if possible at sites of their location or use, and shall have the right to inspect any and all related records or documentation during the period of this Agreement and for 3 years thereafter. These inspections shall be carried out in accordance with procedures to be agreed upon by the Parties.

ARTICLE XIV

This Agreement shall enter into force upon signature and shall remain in force for 7 years. This Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party upon ninety days written notification to the other Party of its intention to do so. Notwithstanding the termination of this Agreement or the implementing agreements, the obligations of the Russian Federation in accordance with Articles VI, VII, IX, X, XII of this Agreement shall continue to apply without respect to time, unless otherwise agreed in writing by the Parties.

Done at Washington this 17th day of June 1992, in two copies, each in the English and Russian languages, both texts being equally authentic.