

**AGREEMENT  
BETWEEN  
THE DEPARTMENT OF DEFENSE OF THE  
UNITED STATES OF AMERICA  
AND  
THE MINISTRY OF THE RUSSIAN FEDERATION  
FOR ATOMIC ENERGY  
CONCERNING  
THE SAFE AND SECURE TRANSPORTATION OF NUCLEAR WEAPONS  
AND NUCLEAR WEAPONS MATERIAL THROUGH THE PROVISION  
OF CARGO AND GUARD RAILCAR CONVERSION KITS**

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,

Desiring to facilitate the safe and secure transportation and storage of nuclear weapons and nuclear weapons material in the Russian Federation in connection with the destruction of nuclear weapons and to assist in the prevention of weapons proliferation,

Have agreed as follows:

**ARTICLE I**

1. In order to assist the Russian Federation in the safe and secure transportation of nuclear weapons and nuclear weapons material in connection with the expeditious destruction of nuclear weapons, the Department of Defense of the United States of America, hereinafter referred to as the DoD, shall provide at no cost to the Ministry of the Russian Federation for Atomic Energy, hereinafter referred to as the MINATOM, cargo and guard railcar conversion kits in accordance with the terms of this Agreement and conforming with technical specifications established by the DoD. In establishing these technical specifications, the DoD shall take into account the recommendations of the MINATOM and the results of technical discussions between the parties. Additional procedures, requirements, and technical specifications related to the provision of the cargo and guard railcar conversion kits shall be established by the DoD after consultation with MINATOM following review of the final engineering design.

2. The MINATOM shall use all material, training, and services provided in accordance with this Agreement for the purpose of providing protective transportation of nuclear weapons and nuclear weapons material in connection with the expeditious destruction of nuclear weapons.

3. The DoD and the United States of America shall not be responsible for ensuring either the proper use of material, training, or services provided in accordance with this Agreement or in any case where the material, training, or services fail to provide intended levels of protection.

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.

#### ARTICLE II

1. Each Party to this Agreement shall have the right, upon written notification to the other Party, to delegate responsibilities for the implementation of this Agreement to other agencies, departments, or units of their respective governments.

2. Each Party to this Agreement shall have the right, upon written notification to the other Party, to designate technical liaison representatives for material, training, and services provided pursuant to this Agreement.

#### ARTICLE III

1. The total cost to the DoD of all material, training, and services provided pursuant to this Agreement and associated expenses, including costs related to the transportation of material and personnel to and from the Russian Federation, shall not exceed twenty million U.S. dollars.

2. The DoD shall deliver up to one-hundred cargo railcar conversion kits and fifteen guard railcar conversion kits to the MINATOM pursuant to this Agreement. The non-binding target date for completion of the delivery of these cargo and guard railcar conversion kits is April 30, 1994. The DoD may, at its discretion, change the number of cargo and guard railcar conversion kits to be delivered pursuant to this Agreement, provided that the total cost of cargo and guard railcar conversion kits does not exceed the limit of twenty million U.S. dollars which is provided in paragraph 1 of this Article.

3. The equipment to be provided pursuant to this Agreement shall be delivered at Moscow, unless the Parties otherwise agree. The DoD shall notify the MINATOM of the planned date of each shipment at least seven days in advance of the anticipated shipping date. The MINATOM shall take possession of the cargo

and guard railcar conversion kits within six hours after receipt of the notification of arrival of such conversion kits.

4. The MINATOM shall examine all cargo and guard railcar conversion kits received pursuant to this Agreement and provide confirmation to the DoD within ten days of receipt that they conform with the technical specifications established by the DoD. Cargo and guard railcar conversion kits which do not conform to these specifications or which have been damaged in shipment shall be returned for replacement to the United States of America through the Embassy of the United States of America in the Russian Federation within 30 days of receipt.

#### ARTICLE IV

1. Within 30 days of the entry into force of this Agreement, the MINATOM shall provide to the DoD a document, in both the Russian and English languages, which fully describes all design requirements that the MINATOM recommends for the proposed cargo and guard railcar conversion. At a minimum, this document shall include the following information: vibration input environments; temperature and humidity environments; power availability to be provided by an axle generator, rectifier, and battery pack in each cargo railcar; types of detection and recording required; and other design requirements. The requirements specified within this document shall constitute only a MINATOM recommendation and the DoD shall, to the maximum extent practicable, use it in the design of conversion kits to be provided to the MINATOM.

2. Within 45 days of the date of entry into force of this Agreement, the MINATOM shall make available for transport, to and from the United States of America, one cargo railcar. This cargo railcar should be fully representative of cargo railcars used by the Russian Federation to move nuclear weapons and nuclear weapons material. The cargo railcar shall be available for use within the United States for a minimum of 160 days and the DoD shall assume all transportation expenses for the cargo railcar from the Russian port of embarkation to Albuquerque, New Mexico and return. The DoD shall not be liable for any loss of, or damage to, this cargo railcar.

3. Following development by the DoD of a system design for cargo and guard railcar conversion, the DoD shall provide to the MINATOM, for information purposes only, cost estimates and a schedule for related design, testing, training, and procurement activities. Delivery of cargo and guard railcar conversion kits pursuant to this Agreement shall be performed in accordance with a schedule to be established by the DoD. The DoD, following consultation with the MINATOM, shall establish a group of senior technical advisors, including representatives of both the DoD and

the MINATOM, for the purpose of providing advice with respect to the overall design effort.

4. The DoD may, at its discretion, change components to provide equivalent or improved system technical characteristics at any time prior to completion of delivery of all conversion kits. If such a change is not compatible with kits already delivered, the DoD shall provide additional components to ensure such compatibility.

5. The DoD may, at its discretion and upon request from the MINATOM, provide technical assistance to the MINATOM to ensure the proper installation of the conversion kits and their effective operation.

#### ARTICLE V

Upon 30 days advance notice and no more than three times in each calendar year, representatives of the DoD 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 three years thereafter.

#### ARTICLE VI

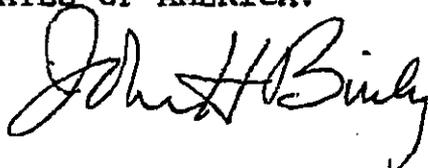
The Parties may, as appropriate, enter into implementing arrangements to carry out the provisions of this Agreement. In case of any inconsistency between this Agreement and any such arrangements, the provisions of this Agreement shall prevail.

#### ARTICLE VII

This Agreement shall enter into force upon signature and shall remain in force for four years or for the duration of the Weapons Destruction and Non-Proliferation Agreement, whichever is shorter. 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.

Done at Moscow, Russian Federation, this 28th day of August, 1992, in two copies, each in the English and Russian languages, both texts being equally authentic.

FOR THE DEPARTMENT OF  
DEFENSE OF THE UNITED  
STATES OF AMERICA:



FOR THE MINISTRY OF  
THE RUSSIAN FEDERATION  
FOR ATOMIC ENERGY:

