

No. 33852

**FRANCE
and
RUSSIAN FEDERATION**

Agreement on the storage, in safe conditions, of lithium hydrogenated compounds resulting from the dismantling of nuclear weapons in Russia (with annex). Signed at Paris on 17 November 1994

Authentic texts: French and Russian.

Registered by France on 19 June 1997.

**FRANCE
et
FÉDÉRATION DE RUSSIE**

Accord sur l'entreposage, dans des conditions de sécurité, des composés hydrogénés lithiés issus du démantèlement des armes nucléaires en Russie (avec annexe). Signé à Paris le 17 novembre 1994

Textes authentiques : français et russe.

Enregistré par la France le 19 juin 1997.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE RUSSIAN FEDERATION ON THE STORAGE, IN SAFE CONDITIONS, OF LITHIUM HYDROGENATED COMPOUNDS RESULTING FROM THE DISMANTLING OF NUCLEAR WEAPONS IN RUSSIA

The Government of the French Republic and the Government of the Russian Federation, hereinafter referred to as “the Parties”,

Desiring to develop their cooperation in accordance with the provisions of the Agreement between the Government of the French Republic and the Government of the Russian Federation on cooperation in the fields of the elimination, in safe conditions, of nuclear weapons in Russia and the utilization for peaceful purposes of nuclear materials removed from weapons, signed in Paris on 12 November 1992,

Have agreed as follows:

Article I

1. In order to help the Russian Federation to ensure the storage, in safe conditions, of non-radioactive lithium hydrogenated compounds resulting from operations to dismantle nuclear weapons in Russia, the French Party shall provide the Russian Party, free of charge, with a storage building as defined in, and under the conditions established in, the annex to this Agreement.

The Russian Party shall, at its own expense, provide the French Party with the services specified in the annex to this Agreement.

The annex to this Agreement constitutes an integral part thereof.

2. The Russian Party shall use the storage building and the equipment, services and technical assistance supplied to it by the French Party under this Agreement exclusively for the purposes of this Agreement.

Article II

This Agreement and all the activities carried out in the implementation thereof shall be subject to the provisions of the Agreement between the Government of the French Republic and the Government of the Russian Federation on cooperation in the fields of the elimination, in safe conditions, of nuclear weapons in Russia and the utilization for peaceful purposes, of nuclear materials removed from weapons, signed in Paris on 12 November 1992.

Article III

1. Each Party may entrust the implementation of this Agreement to any public administration or body answerable to it. It shall notify the other Party in writing accordingly.

¹ Came into force on 17 November 1994 by signature, in accordance with article XII.

2. In accordance with the provisions of this Agreement, the public administrations or bodies so designated may agree on administrative arrangements to determine the modalities for the implementation of this Agreement.

Article IV

The French Party shall not be responsible for the use made of the storage building and of the equipment provided under this Agreement once the Russian Party has taken possession thereof in accordance with the modalities established in article V of this Agreement.

Article V

The conditions under which the Russian Party shall take possession of the storage building and equipment which are the subject of this Agreement shall be defined by an administrative arrangement, as stipulated in article III of this Agreement.

Article VI

The building referred to in article I and in the annex to this Agreement shall be placed at the disposal of the Russian Party within 30 months after the entry into force of this Agreement, in accordance with the provisions of the annex to this Agreement. However, this time limit, which is indicative only, shall not be binding on the French Party; it may be altered by agreement between the Parties, in accordance with the provisions of article XI.3 of this Agreement.

Article VII

The French Party shall supply the spare parts required for maintenance and consumable materials, in accordance with the conditions for French utilization, that are needed for the building to function, under the conditions determined in the annex to this Agreement. This supply shall be a substitute for any commercial guarantee.

Article VIII

1. After giving 30 days' prior notice in writing to the Russian Party, the French Party shall, no more than twice a year, undertake an inspection of the storage building which is the subject of this Agreement in order to ensure that it is being used exclusively for the purposes of this Agreement.

The Russian Party shall, on such occasions, provide any relevant information on the use of the storage building, the nature and quantities of the lithium hydrogenated compounds stored, and the destination and use of lithium compounds which have been removed from storage.

To that end it shall provide the French Party, on the occasion of each inspection, with an up-to-date statement of data relating to the lithium hydrogenated compounds stored in the building which is the subject of this Agreement, and in particular of:

- The nature and quantities of products stored;
- The nature, quantities, destination and intended use of products removed from storage in the period between inspections.

2. The procedures for the aforementioned inspections shall be defined by an administrative arrangement such as that mentioned in article III of this Agreement, concluded prior to the commencement of the construction of the storage building.