

No. 53138*

**International Atomic Energy Agency
and
Russian Federation**

Agreement between the Government of the Russian Federation and the International Atomic Energy Agency regarding the establishment on the territory of the Russian Federation of a physical reserve of low enriched uranium and the supply of low enriched uranium therefrom to the International Atomic Energy Agency for its member states. Vienna, 29 March 2010

Entry into force: *29 January 2011, in accordance with article X*

Authentic texts: *English and Russian*

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**Agence internationale de l'énergie atomique
et
Fédération de Russie**

Accord entre le Gouvernement de la Fédération de Russie et l'Agence internationale de l'énergie atomique en ce qui concerne l'établissement sur le territoire de la Fédération de Russie d'une réserve physique d'uranium faiblement enrichi et la fourniture d'uranium faiblement enrichi de celui-ci à l'Agence internationale de l'énergie atomique pour ses États membres. Vienne, 29 mars 2010

Entrée en vigueur : *29 janvier 2011, conformément à l'article X*

Textes authentiques : *anglais et russe*

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AGREEMENT BETWEEN THE GOVERNMENT OF THE RUSSIAN FEDERATION AND
THE INTERNATIONAL ATOMIC ENERGY AGENCY REGARDING THE
ESTABLISHMENT ON THE TERRITORY OF THE RUSSIAN FEDERATION OF A
PHYSICAL RESERVE OF LOW ENRICHED URANIUM AND THE SUPPLY OF LOW
ENRICHED URANIUM THEREFROM TO THE INTERNATIONAL ATOMIC ENERGY
AGENCY FOR ITS MEMBER STATES

WHEREAS the Government of the Russian Federation wishes to contribute to the further development of cooperation in the field of the peaceful use of atomic energy;

BEARING IN MIND that under its Statute, the IAEA is authorized to encourage and assist in the development and practical application of atomic energy for peaceful purposes throughout the world and arrange for the supply of nuclear material to the IAEA Member States to be used in accordance with the provisions of its Statute;

BEARING IN MIND the need to meet in an assured manner the demand for nuclear fuel for electricity generation of IAEA Member States;

BEARING IN MIND the initiative of the Director General of the IAEA on the creation of a reserve of low enriched uranium for the purposes of assured supply of low enriched uranium, for any Member State of the IAEA suffering a supply disruption unrelated to technical or commercial considerations;

BEARING IN MIND the proposal of the Government of the Russian Federation to establish, using its own resources, a guaranteed physical reserve for supply to third countries of low enriched uranium subject to notification by the IAEA;

NOW, THEREFORE, the Government of the Russian Federation and the IAEA hereby agree as follows:

ARTICLE I

1. The Government of the Russian Federation shall establish a guaranteed physical reserve of low enriched uranium of 120 tonnes in the form of uranium hexafluoride (UF_6) with an enrichment of 2.0% to 4.95%, of which at least one third has an enrichment of 4.95% (hereinafter referred to as "the guaranteed physical reserve of LEU").

2. Upon notification from the Director General of the IAEA, the Government of the Russian Federation shall deliver from the guaranteed physical reserve the LEU requested in such notification (hereinafter referred to as "the LEU") to the IAEA in St. Petersburg, for further supply to IAEA Member States, with respect to which the IAEA has drawn the conclusion that there has been no diversion of declared nuclear material and concerning which no issues are under consideration by the IAEA Board of Governors relating to the application of IAEA safeguards. The LEU could be transferred to any non-nuclear-weapon State only when the receiving State has brought into force an agreement with the IAEA requiring the application of safeguards on all its peaceful nuclear activities.

3. After delivery of the LEU, the Government of the Russian Federation and the IAEA shall enter into discussions on the replenishment of the guaranteed physical reserve to the quantity set out in paragraph 1 of this Article.
4. The Russian Federation is the owner of the LEU. Ownership of the actual amount of the LEU delivered shall be transferred to the IAEA upon delivery of the LEU to the IAEA as provided for in paragraph 2 of this Article.
5. Upon the IAEA becoming an owner of the LEU on the territory of the Russian Federation, the IAEA shall be able to automatically transfer its ownership of the LEU to the Consumer State (as defined in paragraph 8 below) immediately upon the IAEA so becoming owner, and the Government of the Russian Federation shall timeously create the necessary conditions for such transfer of ownership.
6. The delivered LEU shall meet the latest ASTM C-996 standard specification for UF₆ enriched to less than 5% U-235, or any replacement of such standard specification.
7. Expenses relating to the storage and maintenance of the LEU shall be borne by the Government of the Russian Federation prior to the transfer of ownership to the IAEA of the actual amount of the delivered LEU as provided for in paragraph 4 of this Article.
8. The LEU shall be used in accordance with the provisions of the Statute of the IAEA and this Agreement. The IAEA will, prior to the notification by the Director General as provided for in paragraph 2 of this Article, conclude an agreement with the Government of the State to which the LEU will be supplied (the "Consumer State") which will include the following undertakings by the Consumer State:
 - (a) to not use the LEU, and any nuclear and special non-nuclear material produced through its use, to produce nuclear weapons or other nuclear explosive devices or to further any military purpose;
 - (b) to maintain physical protection measures for the LEU at levels not lower than that specified in INFCIRC/225/Rev.4, as revised from time to time;
 - (c) to use the LEU at nuclear power plants only to produce energy; the safety standards and measures for handling, storing and shipment set forth in IAEA document INFCIRC/18/Rev.I, as revised from time to time shall be applied to the LEU; and
 - (d) to not re-export or further enrich the LEU nor reprocess spent nuclear fuel (hereinafter referred to as "SNF") produced through the use of the LEU, unless otherwise agreed with the IAEA.
9. The Government of the Russian Federation and the IAEA may hold consultations with the Consumer State regarding the disposition of SNF produced from the LEU.
10. Upon receipt by the executive authority of a notification from the Director General of the IAEA for the withdrawal of the LEU, the Government of the Russian Federation shall make all the necessary arrangements for issuing timeously all authorizations and licenses that are necessary in accordance with the legislation of the Russian Federation for the import of international transport containers and the transit and transport of the LEU on the territory of the Russian Federation.

11. Upon receipt by the executive authority of a notification from the Director General of the IAEA for the withdrawal of the LEU, the Government of the Russian Federation shall make all necessary arrangements for issuing timeously all authorizations and licenses that are necessary in accordance with the legislation of the Russian Federation for the export of the LEU from the Russian Federation.

ARTICLE II

1. The Government of the Russian Federation appoints the State Atomic Energy Corporation "Rosatom" (hereinafter referred to as the "executive authority") to implement this Agreement on its behalf. The executive authority appoints the Open Joint Stock Company "International Uranium Enrichment Centre" (hereinafter referred to as the "authorized organization") to conclude a contract on its behalf for the supply of the LEU to the IAEA.

2. Prior to any change of the executive authority or the authorized organization, the Government of the Russian Federation shall notify the IAEA thereof through diplomatic channels and shall make all necessary arrangements for the continuous fulfillment of all rights and obligations arising from this Agreement and underlying contracts.

ARTICLE III

1. The IAEA shall secure payment for the LEU delivered. The price of the LEU delivered shall be the cost of the LEU at spot prices published by relevant known consulting companies averaged over a period preceding the LEU delivery. Currently, such spot prices include, inter alia, costs that are attributable to the transportation of international transport containers on the territory of the Russian Federation, loading of the LEU into the containers, packaging of the containers loaded with the LEU into protective shipping packages, insurance of the LEU, its transportation to seaport of St. Petersburg and loading on board of ship.

2. Payment for the LEU shall be effected by wire transfer made on the day of delivery of the LEU to the IAEA.

ARTICLE IV

1. Liability for nuclear damage caused by a nuclear incident associated with the storage, handling or transport of the LEU shall be governed by the provisions of the Vienna Convention on Civil Liability for Nuclear Damage of 1963.

2. In case the Vienna Convention is not applicable, the owner of the LEU will assume liability for any damage caused by an incident associated with the storage, handling or transport of the LEU.

ARTICLE V

1. The guaranteed physical reserve of LEU, as defined in paragraph 1 of Article 1 of this Agreement, shall be stored on the territory of the Russian Federation in a facility of the authorized organization that is under IAEA safeguards in accordance with the Agreement between the Union of Soviet Socialist Republics and the IAEA for the Application of Safeguards in the Union of Soviet Socialist Republics of 21 February 1985 (INFCIRC/327).

2. The costs for the application of safeguards pursuant to paragraph 1 of this Article shall be borne by the Government of the Russian Federation.

ARTICLE VI

The Government of the Russian Federation shall ensure that the safety standards and measures for the handling, storage and shipment of the LEU as set forth in IAEA document INFCIRC/18/Rev. 1, as revised from time to time by Board of Governors of the IAEA, are applied.

ARTICLE VII

The Government of the Russian Federation agrees to the application of levels of physical protection during the handling, storage and shipment of the LEU and shall ensure that adequate physical protection measures are applied no lower than the levels set forth in the IAEA document "The Physical Protection of Nuclear Material and Nuclear Facilities" (INFCIRC/225/Rev. 4 or subsequent versions adopted by the Government of the Russian Federation).

ARTICLE VIII

1. The Russian Federation shall not provide to the IAEA information constituting its State secrets.
2. Information transferred under this Agreement or generated as a result of its implementation which is viewed by Government of the Russian Federation or the IAEA as information regarding which there is a need to maintain confidentiality shall be clearly defined and marked as such.
3. The information mentioned in paragraph 2 of this Article transferred under this Agreement or the contract mentioned in paragraph 1 of Article II of this Agreement shall be treated by the Government of the Russian Federation and the IAEA respectively in accordance with the legislation of the Russian Federation and the confidentiality regime of the IAEA. Such information shall be used only in accordance with this Agreement, and shall not be disclosed and transferred to a third party without the written consent of the Government of the Russian Federation and the IAEA.

ARTICLE IX

Any dispute between the IAEA and the Government of the Russian Federation related to the interpretation or implementation of this Agreement shall be settled by consultations between them.

ARTICLE X

1. This Agreement shall enter into force thirty days after receipt by the Director General of the IAEA of notification from the Government of the Russian Federation that the domestic procedures necessary for its entry into force have been completed and that at least one third of the guaranteed physical reserve of LEU mentioned in Article 1 of this Agreement has been established, and that guaranteed physical reserve is under IAEA safeguards in accordance with the Agreement between the Union of Soviet Socialist Republics and the IAEA for the Application of Safeguards in the Union of Soviet Socialist Republics of 21 February 1985 (INFCIRC/327).
2. This Agreement shall be concluded for an indefinite period. Either the Government of the Russian Federation or the IAEA may at any time give the other party written notification of its intention to terminate this Agreement. In such a case, this Agreement shall cease to be in force one year after receipt by the other party of such notification.