

No. 53314*

**Canada
and
Russian Federation**

Agreement between the Government of Canada and the Government of the Russian Federation concerning cooperation on the destruction of chemical weapons, the dismantlement of decommissioned nuclear submarines, and the physical protection, control and accountancy of nuclear and radioactive material (with annex). Sea Island, 9 June 2004

Entry into force: *provisionally on 9 June 2004 and definitively on 17 August 2005 by notification, in accordance with article XXI*

Authentic texts: *English, French and Russian*

Registration with the Secretariat of the United Nations: *Canada, 22 January 2016*

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**Canada
et
Fédération de Russie**

Accord de coopération entre le Gouvernement du Canada et le Gouvernement de la Fédération de Russie relatif à la destruction d'armes chimiques, le démantèlement de sous-marins nucléaires mis hors service et la protection physique, le contrôle et le dénombrement des matières nucléaires et radioactives (avec annexe). Sea Island, 9 juin 2004

Entrée en vigueur : *provisoirement le 9 juin 2004 et définitivement le 17 août 2005 par notification, conformément à l'article XXI*

Textes authentiques : *anglais, français et russe*

Enregistrement auprès du Secrétariat des Nations Unies : *Canada, 22 janvier 2016*

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[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE RUSSIAN FEDERATION
CONCERNING COOPERATION ON THE DESTRUCTION OF CHEMICAL
WEAPONS, THE DISMANTLEMENT OF DECOMMISSIONED NUCLEAR
SUBMARINES, AND THE PHYSICAL PROTECTION, CONTROL AND
ACCOUNTANCY OF NUCLEAR AND RADIOACTIVE MATERIAL**

THE GOVERNMENT OF CANADA (hereinafter referred to as the “Canadian Party”) and the **GOVERNMENT OF THE RUSSIAN FEDERATION** (hereinafter referred to as the “Russian Party”) [hereinafter referred to together as “the Parties”],

RECOGNIZING the Treaty of Concord and Cooperation between Canada and the Russian Federation, signed in Ottawa on June 19, 1992;

WISHING to cooperate in the implementation of the Global Partnership Against the Spread of Weapons and Materials of Mass Destruction (hereinafter referred to as the “Global Partnership”) launched in Kananaskis, Canada, on June 27, 2002;

COMMITTED to addressing priority concerns identified by G8 leaders at Kananaskis and committed to provide the majority of Assistance under this Agreement to the destruction of chemical weapons and the dismantlement of decommissioned Russian nuclear submarines;

DESIRING to cooperate in the promotion of international peace and security;

HAVE AGREED as follows:

ARTICLE I

Definitions

For the purpose of this Agreement, the following terms shall have the following meaning:

“Assistance”:	Any form of gratuitous aid or contribution provided under this Agreement or as otherwise agreed to between the Canadian Party and the Russian Party.
“Contributor”:	The Canadian Party or any entity authorized by it to provide Assistance under this Agreement.
“Recipient”:	The Russian Party or any Russian entity authorized by it to serve as beneficiary of Assistance or as a partner for the realization of a Cooperation Project under this Agreement.

“Implementing Arrangement”:	An arrangement in written form between one or more Contributors and one or more Recipients pursuant to which a Cooperation Project is undertaken.
“Cooperation Project”:	A project undertaken pursuant to this Agreement and pursuant to an Implementing Arrangement and for which Assistance is provided.

ARTICLE II

Scope

This Agreement establishes the terms and conditions governing cooperation between the Parties in fulfilment of their commitments under the *Global Partnership*, in particular the destruction of chemical weapons, the dismantlement of decommissioned Russian nuclear submarines, and the strengthening of systems of physical protection, control and accountability of nuclear and radioactive material.

ARTICLE III

Modes of Cooperation

Cooperation under this Agreement may be effected through Implementing Arrangements or any other mechanism agreed to between the Parties.

ARTICLE IV

Funding

Funding of any Cooperation Project carried out under this Agreement, including projects covered by Implementing Arrangements, shall be provided by the Canadian Party subject to the availability of funds.

ARTICLE V

Schedules, Milestones and Completion Criteria

1. The Parties shall ensure that, prior to the advancement or payment of any funds under a Cooperation Project, schedules, milestones and completion criteria are established.
2. The Russian Party shall ensure that such schedules, milestones and completion criteria are met. The Canadian Party shall provide timely funding for each milestone when it is met.

ARTICLE VI

Selection of Contractors and Sub-contractors

1. The Canadian Party shall have the right, in consultation with the Russian Party, to select non-Russian contractors and sub-contractors engaged to perform activities in relation to Cooperation Projects pursuant to this Agreement.

2. The Canadian Party shall have the right to oversee the selection of Russian contractors and sub-contractors and to approve funding for Russian contractors and sub-contractors receiving Assistance pursuant to this Agreement.
3. Restrictions, if any, under the legislation of the Russian Federation shall be applied to the selection of contractors and sub-contractors. The Russian Party shall notify the Canadian Party of any restrictions in advance of the start of the selection process.

ARTICLE VII

Facilitation Measures

1. The Parties shall promote activities necessary for the implementation of Cooperation Projects under this Agreement.
2. The provision of Assistance shall be complemented by Russian resources, which may be contributed in-kind or otherwise, for the implementation of Cooperation Projects under this Agreement.
3. The Russian Party shall ensure the prompt issuance of, *inter alia*, licenses, permits, approvals and the prompt customs clearances necessary for the effective implementation of Cooperation Projects. The Russian Party shall ensure the provision of data and information necessary for the implementation of Cooperation Projects within the framework of this Agreement. The Russian Party shall grant access to sites and facilities necessary for the implementation of Cooperation Projects within the framework of this Agreement. Should such access be restricted according to the legislation of the Russian Federation, mutually acceptable procedures shall be developed in the Implementing Arrangements. The Russian Party shall notify the Canadian Party of any such restrictions in advance of the start of any Cooperation Project to be undertaken. The Implementing Arrangements shall also define the procedures for, and the scope of, the information to be transferred.
4. There shall be no transfer under this Agreement of information that constitutes a State secret of the Russian Federation. Information that is transmitted under this Agreement or created as a result of its implementation and is considered by either Party to be confidential shall be clearly defined and identified as such. In particular, documents containing confidential information shall be marked accordingly. The Parties shall minimize the number of individuals having access to information identified as confidential. Confidential information shall be handled in accordance with the legislation of the State of the Party receiving the information, and this information shall not be divulged or transmitted to a third party not taking part in the implementation of this Agreement without the written permission of the Party that provided this information. Such information shall be treated by the Russian Federation as restricted official information and by Canada as confidential information. Such information shall be given the appropriate protection.

ARTICLE VIII

Movement and Status of Personnel

1. The Russian Party shall facilitate the entry and exit of Contributors' personnel, and their contractors, subcontractors, consultants, suppliers and sub-suppliers, into and out of the territory of the Russian Federation for the purpose of carrying out activities contemplated under this Agreement.

2. Official representatives of the Canadian Party, who are in the territory of the Russian Federation in order to carry out activities related to cooperation under this Agreement, shall be accredited as administrative and technical personnel of the Canadian Embassy in the Russian Federation, as per Article 37(2) of the *Vienna Convention on Diplomatic Relations* dated April 18, 1961.

ARTICLE IX

Exemption from Taxes or Similar Charges

1. The Russian Party shall exempt Assistance provided under this Agreement from customs duties, profit taxes, other taxes and similar charges. The Russian Party shall take all necessary steps to ensure that no local or regional taxes or similar charges are levied on Assistance provided under this Agreement. These steps will include the provision of letters from the competent local and/or regional authorities confirming that no local and/or regional taxes or similar charges will be levied on Assistance provided under this Agreement. Such letters of confirmation covering localities and regions where Cooperation Projects under this Agreement will be carried out shall be provided to the Canadian Party prior to the commencement of any Cooperation Project.
2. The Russian Party shall exempt remuneration to foreign natural persons, and to Russian citizens not ordinarily resident in the Russian Federation, for work undertaken and services performed by such persons for the implementation of Cooperation Projects under this Agreement from income tax, social security tax contributions and similar charges within the territory of the Russian Federation. With regard to remuneration exempted by this Paragraph, the Russian Party shall not have any obligations in terms of any charges and payments to the persons, indicated in this Paragraph, at the expense of the social security system or any other government funds.
3. The Russian Party shall ensure that the Contributors, their personnel, contractors, subcontractors, suppliers and sub-suppliers may import into, and export out of, the territory of the Russian Federation goods (equipment, supplies, materials) or services required to implement this Agreement. More particularly, goods (equipment, supplies, materials) or services that are imported or exported on a temporary basis for the implementation of this Agreement shall not be subject to customs or any other type of duties, license or other fees, taxes or similar charges.
4. In addition to the preceding paragraphs, sale of goods, works, services in the framework of the implementation of the Cooperation Projects to persons and entities participating in the implementation of the Cooperation Projects within the territory of the Russian Federation in accordance with this Agreement, shall be exempt from taxation.
5. Imposition of taxation shall be regarded as a valid reason for suspension or termination of a Cooperation Project, or not to initiate a Cooperation Project.
6. The Russian Party shall be responsible for procedures ensuring the implementation of this Article. Necessary certificates shall be issued by the relevant competent authority.