NUCLEAR MATERIAL

Cooperation

Agreement Between the
UNITED STATES OF AMERICA
and UZBEKISTAN

Signed at Washington March 12, 2002

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

UZBEKISTAN

Nuclear Material: Cooperation

Agreement signed at Washington March 12, 2002;
Entered into force March 12, 2002.

AGREEMENT BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF FOREIGN AFFAIRS OF THE REPUBLIC OF UZBEKISTAN
CONCERNING
COOPERATION IN THE AREA OF PREVENTION OF
PROLIFERATION OF NUCLEAR MATERIALS AND TECHNOLOGIES

The Department of Energy of the United States of America (hereinafter referred to as the DOE), as Executive Agent of the Government of the United States of America, and the Ministry of Foreign Affairs of the Republic of Uzbekistan (hereinafter referred to as the MFA), as Executive Agent of the Government of the Republic of Uzbekistan, hereinafter referred to jointly as the Parties,

Desiring to implement the Agreement between the Government of the United States of America and the Government of the Republic of Uzbekistan Concerning Cooperation in the Area of the Promotion of Defense Relations and the Prevention of Proliferation of Weapons of Mass Destruction, signed June 5, 2001 (hereinafter referred to as the Non-Proliferation Agreement), as it pertains to prevention of the illegal transfer and transportation of proliferation-attractive nuclear materials present on the territory of the Republic of Uzbekistan, and technology usable for the creation of nuclear weapons,

Desiring to facilitate the non-proliferation of weapons of mass destruction, and technology, materials and expertise related to such weapons, and

Desiring to facilitate in the Republic of Uzbekistan the conversion from the use of high-enriched uranium in civilian nuclear activities to low-enriched uranium,

Have agreed as follows:

ARTICLE I

For purposes of this Agreement:

1. "High-enriched uranium (HEU)" means uranium enriched to 20% or more in the isotope U-235.

2. "Low-enriched uranium (LEU)" means uranium enriched to less than 20% in the isotope U-235.

3. "Nuclear fuel" means fissile isotopes of uranium and all isotopes of plutonium contained in research and test reactor fuel assemblies, rods, control rods or sub-components thereof; research and test reactor target assemblies or sub-components thereof; and bulk materials intended for research or test purposes. These materials may be irradiated or unirradiated.

ARTICLE II

1. In accordance with the terms of this Agreement, the DOE may provide assistance at no cost to the MFA or its designated implementing agents to assist the Republic of Uzbekistan to return Soviet Union/Russian-supplied nuclear fuel stored in Uzbekistan to the Russian Federation, and also to assist in the prevention of the possible proliferation of proliferation-attractive nuclear materials and technologies.

2. The MFA or its designated implementing agents shall use all materials (including supplies, equipment and instruments), training and services provided in accordance with this Agreement exclusively for the purpose of returning Soviet Union/Russian-supplied nuclear fuel to the Russian Federation, and for preventing the possible proliferation of proliferation-attractive nuclear materials and technologies.

3. This Agreement and all activities undertaken in accordance with this Agreement shall be subject to the provisions of the Non-Proliferation Agreement. In the event of any discrepancies between this Agreement and the Non-Proliferation Agreement, the provisions of the Non-Proliferation Agreement shall prevail.

ARTICLE III

1. Each Party to this Agreement shall have the right, following 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, following written notification to the other Party, to designate technical liaison representatives for materials, equipment, training and services provided pursuant to this Agreement.

ARTICLE IV

1. Pursuant to the terms of this Agreement, the DOE may provide to the MFA, or its designated implementing agents, assistance for the purpose of preventing the possible proliferation of proliferation-attractive nuclear materials and related nuclear technologies from the territory of the Republic of Uzbekistan. Such assistance may include, but is not limited to activities related to:

(a) the return of Soviet Union/Russian-supplied nuclear fuel from the VVR-SM research reactor at the Institute of Nuclear Physics, Tashkent to the Russian Federation;

(b) conversion of the VVR-SM reactor from use of HEU fuel to use of LEU fuel;

(c) safety upgrade of the VVR-SM reactor control system as part of its conversion from HEU fuel to LEU fuel;

(d) security enhancement of the VVR-SM reactor site and nuclear materials stored at the site;

(e) safe and secure storage of Uzbekistan's nuclear materials, including improving methods of protection, control, and accountability of nuclear materials to reduce the risk of theft or possible diversion of nuclear materials stored at premises on the territory of the Republic of Uzbekistan.

2. The terms of this Agreement shall cover:

(a) the provision of technical assistance, safety engineering services, planning and project management support pertaining to the implementation of any assistance provided under this Agreement; and

(b) the provision of procurement and/or acquisition services, selection of subcontractors, contract and project management services, and the technical and administrative oversight of subcontractor performance during the preparation for and implementation of work under this Agreement.

3. The MFA or its designated implementing agents shall convert the VVR-SM reactor from use of HEU fuel to use of LEU fuel as soon as a suitable LEU fuel can be qualified for use in the VVR-SM reactor and the appropriate licenses are obtained from Uzbekistan's national regulatory authority. The MFA or its designated implementing agents will cooperate with experts from the DOE to perform the analytical studies and irradiation testing required to qualify the LEU fuel and convert the reactor.

4. Conditions of assistance provided under this Agreement shall be defined by separate contracts or arrangements between the DOE and the MFA or their designated implementing agents. In case of any inconsistency between these contracts or arrangements and this Agreement, the provisions of this Agreement shall prevail.

5. Pursuant to the terms of this Agreement, the DOE may, at its discretion, provide the MFA or its designated implementing agents with other types of assistance subject to the written agreement of both Parties.

ARTICLE V

1. The MFA or its designated implementing agents shall assist the DOE or its designated implementing agents during implementation of the agreed assistance.

2. The MFA or its designated implementing agents shall coordinate with other appropriate Republic of Uzbekistan government agencies and organizations to ensure that materials, including supplies, equipment and instruments, provided to the Republic of Uzbekistan under this Agreement are afforded priority processing to allow prompt delivery to their ultimate destination within the Republic of Uzbekistan. The MFA or its designated implementing agents shall coordinate with the appropriate Republic of Uzbekistan government agencies and organizations to ensure that appropriate security measures are provided for United States government personnel, contractors and equipment at those facilities associated with work under this Agreement.

3. The MFA or its designated implementing agents shall facilitate the examination by the appropriate ministries and agencies of the Republic of Uzbekistan of all materials, including supplies, equipment and instruments received pursuant to this Agreement and provide confirmation to the DOE of their acceptability within ten days of receipt of the results of such examinations. The terms and conditions for repair or replacement of non-complying materials, including supplies, equipment, and instruments will be set forth in the contract(s) under which such materials are provided under this Agreement.

ARTICLE VI

In addition to the audit and examination rights set forth in Article XII of the Non-Proliferation Agreement, DOE representatives shall have the right to monitor the implementation of terms of contracts and the progress of work under this Agreement, at facilities on the territory of the Republic of Uzbekistan.

ARTICLE VII

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

ARTICLE VIII

This Agreement shall enter into force upon signature and shall remain in force for the duration of the Non-Proliferation Agreement. This Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party upon written notification to the other Party 90 days prior to its intention to do so.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

DONE at Washington, this twelfth day of March, 2002, in duplicate in the English language. An Uzbek language text shall be provided by MFA, which text shall be considered equally authentic upon written notifications through the diplomatic channels, confirming its conformity with the English language text.

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

FOR THE MINISTRY OF FOREIGN AFFAIRS OF THE REPUBLIC OF UZBEKISTAN:

NOTE: At this time, the Uzbek text of this Agreement has not been received. Once received and authenticated, the Uzbek text will be added to this publication.