

**PROTOCOL
BETWEEN
THE GOVERNMENT OF THE UNITED STATES
OF AMERICA
AND
THE GOVERNMENT OF THE RUSSIAN FEDERATION
TO THE FRAMEWORK AGREEMENT ON A MULTILATERAL
NUCLEAR ENVIRONMENTAL PROGRAMME IN THE RUSSIAN
FEDERATION OF MAY 21, 2003**

The Government of the United States of America and the Government of the Russian Federation, hereinafter referred to as the “Parties”,

Reaffirming their commitment to achieving the purposes of the Framework Agreement on a Multilateral Nuclear Environmental Programme in the Russian Federation of May 21, 2003 (hereinafter the “Framework Agreement”),

Guided by Articles 1(1) and 7(3) of the Framework Agreement,

Have agreed as follows:

Section I - Areas and Directions of Cooperation

1. The provisions of the Framework Agreement shall apply to all activities conducted in the following areas, in which the Parties agree to cooperate:

- a) Nuclear material physical protection, control and accounting;
- b) Security regulation relating to nuclear material physical protection, control and accounting;
- c) Customs control of nuclear and other radioactive material;
- d) Identification, recovery, storage, securing, and dispositioning of high-risk radioactive sources;
- e) Consolidation of nuclear material, including irradiated and unirradiated uranium enriched to 20% or more in the isotope U-235 (HEU), and conversion of excess HEU to low enriched uranium (LEU);
- f) Conversion of Russian Federation HEU-fueled research reactors to operate with LEU fuel, and development of new LEU fuel technologies to enable future HEU to LEU reactor conversions;
- g) Dismantlement, transportation, defueling and safe storage of nuclear submarines, including transportation and safe storage of reactor compartments and associated materials, aimed at ensuring the security of highly enriched spent nuclear fuel;
- h) Other areas of cooperation, if so agreed by the Parties in writing.

2. As between the Parties to this Protocol, all references in the Framework Agreement to “Contributing Party”, or “Contributing Parties” shall

refer to the U.S. Party or to any entity authorized by it to provide assistance or to conduct activities under the Framework Agreement.

Section II - Liability

3. Except as specified in paragraph 6 of this Protocol, the Russian Party shall bring no claims or legal proceedings of any kind against the U.S. Party, its personnel, its contractors and personnel of those contractors, for any loss or damage of whatsoever nature, including (but not limited to) personal injury, loss of life, or direct, indirect, or consequential damage caused to property of the Russian Party, arising out of activities undertaken pursuant to the Framework Agreement. This paragraph shall not apply to the enforcement of the express provisions of a contract.

4. Except as specified in paragraph 6 of this Protocol, the Russian Party shall provide for the adequate legal defense of and indemnify, and shall bring no claims or legal proceedings against, the U.S. Party, its personnel, its contractors and personnel of those contractors, in connection with third party claims, in any court or forum, arising out of activities undertaken pursuant to the Framework Agreement, for:

a) nuclear damage occurring within or outside the territory of the Russian Federation as a result of a nuclear incident occurring within the territory of the Russian Federation;

b) death or injury to persons and damage to or loss of property not covered by the term “nuclear damage”, occurring within the territory of the Russian Federation as a result of radiation exposure or a combination of radiation exposure

with toxic, explosive or other hazardous impacts resulting from the conduct of the activities whose types are indicated in paragraph 1 of this Protocol.

5. For the purposes of this Section, the terms “nuclear damage” and “nuclear incident” shall have the meaning given to such terms in the Vienna Convention on Civil Liability for Nuclear Damage of May 21, 1963.

6. In each case, when the Russian Party believes that the acts or omissions of an employee of the U.S. Party or an employee of a contractor of the U.S. Party caused and were done with intent to cause personal injury, loss of life, or damage:

a) The Russian Party shall provide written notification to the U.S. Party that identifies the employee and describes the incident, the specific acts or omissions of said employee, and the personal injury, loss of life, or damage, and provides an assessment with relevant explanations that the acts or omissions were done with intent to cause personal injury, loss of life, or damage;

b) The Parties shall, as appropriate, exchange information, and at the request of either of them, hold prompt consultations and attempt to achieve a mutual understanding within 90 days of the Russian Party sending the notification;

c) During the period specified in subparagraph b) of this paragraph, the Russian Party shall not be required to provide for the legal defense of or indemnify said employee in connection with this incident;

d) If a mutual understanding is not reached within 90 days of the Russian Party sending notification, paragraphs 3 and 4 of this Section shall not apply to said employee in connection with this incident.

7. The Parties shall hold prompt consultations, as appropriate or upon the request of either of them, on claims or legal proceedings arising out of activities undertaken pursuant to the Framework Agreement.

8. Nothing in this Section shall be construed as:

- a) acknowledging the jurisdiction of any court or forum;
- b) waiving the sovereign, diplomatic, jurisdictional, or any other immunity of either Party with respect to claims or legal proceedings that may arise out of activities undertaken pursuant to the Framework Agreement;
- c) prejudicing the privileges and immunities that are enjoyed by any individual engaging in activities undertaken pursuant to the Framework Agreement;
- d) permitting claims or legal proceedings in the courts of any country contrary to the provisions of that country's laws, including provisions required by that country's being a party to the Vienna Convention on Civil Liability for Nuclear Damage of May 21, 1963, or to any other similar international convention;
- e) preventing the Parties from providing compensation in accordance with their national laws;
- f) preventing either Party from bringing claims or legal proceedings against nationals of its country or permanent residents of its country.

9. For the purposes of this Section, the term "contractors" shall mean contractors, subcontractors, consultants, suppliers, or sub-suppliers of equipment, goods, or services at any level.

Section III - Executive Agents

10. Each Party shall designate one or more Executive Agents to implement the Framework Agreement and this Protocol.

For the Russian Party, the Executive Agents shall be the Federal Customs Service, the Federal Environmental, Industrial and Nuclear Supervision Service, and the State Corporation for Atomic Energy “Rosatom”.

For the U.S. Party, the Executive Agents shall be the U.S. Department of Energy and the U.S. Department of Defense.

11. Each Party may change its Executive Agents or designate additional Executive Agents upon written notification to the other Party.

Section IV - Implementing Agreements

12. The Parties or their Executive Agents may enter into implementing agreements, as appropriate, to carry out cooperation under the Framework Agreement and this Protocol.

13. The Executive Agents may involve other ministries, agencies, or organizations (including laboratories and enterprises) in joint activities to implement the Framework Agreement and this Protocol.

14. In the event of any conflict between a provision of an implementing agreement and the Framework Agreement or this Protocol, the Framework Agreement or this Protocol shall prevail.

Section V– Entry into Force and Amendments

15. This Protocol shall be applied provisionally from June 17, 2013, and shall enter into force on the date of the last written notification that the Parties have completed the internal procedures necessary for its entry into force.

16. This Protocol may be amended by the written agreement of the Parties.

17. This Protocol shall remain in force until it is terminated by either Party upon 90 days advance written notification to the other Party or unless the Framework Agreement is no longer in force as between the Parties to this Protocol, in which latter case this Protocol shall automatically terminate.

Notwithstanding the termination of this Protocol or of its provisional application, the obligations of the Parties to this Protocol in accordance with

Section II of this Protocol, and Articles 8, 9, 10, 11, 12 (1), 12 (3), and 13 of the Framework Agreement shall continue to apply without regard to time with respect to assistance already provided or activities already undertaken under the Framework Agreement, unless otherwise agreed in writing by the Parties.

Done at Washington on June 14, 2013, in duplicate, each in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA:



FOR THE GOVERNMENT OF THE
RUSSIAN FEDERATION.

