

No. 33852

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**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.*

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**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]

AGREEMENT<sup>1</sup> 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.

<sup>1</sup> 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.

*Article IX*

1. In the framework of this Agreement, the Russian Party shall use the lithium hydrogenated compounds resulting from the dismantling of nuclear weapons and the derived products resulting from the denaturation of the hydrogenated compounds only for purposes which are exclusively peaceful. The Russian Party may provide these materials to third parties only in accordance with the relevant international undertakings and, in particular, the provisions of the Guidelines of the Nuclear Suppliers Group (IAEA/INFCIRC/254/Rev.1/Parts 1 and 2).

2. Lithium salts resulting from any denaturation operations by the Russian Party on lithium hydrogenated compounds initially stored in the building which is the subject of this Agreement may also be stored by the Russian Party in the same storage building.

*Article X*

The cooperation activities envisaged in this Agreement shall be undertaken within the limit of the budgetary resources available to each Party.

*Article XI*

1. This Agreement is concluded for a period of four years and may be denounced at any time by either Party by giving six months' prior notice in writing.

At the conclusion of the first four-year period, it shall remain in force until it is denounced by either Party in accordance with the aforementioned procedure.

2. After this Agreement has expired, the provisions of articles VIII and IX of this Agreement shall continue to apply until otherwise decided by agreements between the Parties.

3. This Agreement may be amended by agreement between the Parties. The annex to this Agreement may be amended by agreement between the public administrations or bodies designated by the Parties to ensure the implementation of this Agreement in accordance with article III of this Agreement.

*Article XII*

This Agreement shall enter into force on the date of its signature.

DONE in Paris, on 17 November 1994, in two copies, each in the French and Russian languages, both texts being equally authentic.

For the Government  
of the French Republic:

ALAIN JUPPÉ

For the Government  
of the Russian Federation:

ANDREI KOZYREV

ANNEX TO THE AGREEMENT 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

STORAGE BUILDING

*Purpose*

“Turnkey” construction of a building for storing lithium hydrogenated materials in de-natured geometric form which are non-radioactive or which display a maximum tritium contamination of less than 0.02 curies per kilogram and which result from the dismantling of nuclear weapons in Russia.

The building shall have a surface area of the order of 5,000 square metres. It shall have a maximum storage capacity of some 3,240 containers of lithium hydrogenated materials. One part of the building may be used for storing lithium salts.

1. *Services financed by the Russian Party*

1. Designation of technical officials representing the Russian public administration or body referred to in article III of this Agreement in Novosibirsk, hereinafter referred to as “the Russian operator”, and the approval of the corresponding representatives of the French public administration or body referred to in article III of this Agreement, hereinafter referred to as “the French operator”.

2. Precise definition of the construction site, its characteristics and the means available (construction materials, manufactured products, industrial fabric) for the establishment of the detailed preliminary plan in accordance with the modalities defined in the administrative arrangement between the French operator and the Russian operator.

3. Making available an enclosed and serviced plot on which to erect the building: access roads, electric power, water, rainwater and sewage outlets, two international telephone lines (telephone and fax). These details shall be defined in the summary preliminary plan referred to in paragraph 2.A.2 of this annex.

4. Provision near the construction site of premises for the storage of materials, wash-rooms, changing-rooms, and the site offices required for the construction of the building. Their surface area and features shall be defined in the summary preliminary plan.

5. Supplying the site with electricity, water and sewerage when it opens and for the duration of the construction of the building.

6. Provision of two independent 10 Kv lines, each 1 metre from the building, to supply it with electric power. The location of those lines shall be defined in the summary preliminary plan.

7. Providing the French technical assistance team, during the construction, with all the facilities and authorizations needed for access, movement and long stays in the territory of the Russian Federation and on the building construction site in Novosibirsk.

8. Approval of the summary preliminary plan and detailed preliminary plan upon their submission by the French operator.

9. Submission by the Russian Party to the Russian authorities concerned of the dossiers needed by the Russian Party, vis-à-vis its own authorities, in order to obtain authorization to construct and operate the storage building, on the basis of the data provided by the French Party (see Part 2.A, paras. 1, 2 and 3 of this annex).

2. *Services financed by the French Party*

A. *Supplying the “turnkey” storage building*

1. Supplying the dossier of safety options for the building in the French and Russian languages.

2. Drawing up the summary preliminary plan and the quality assurance plan in the French language and if possible in the Russian language, and submission thereof to the Russian operator for his agreement.

3. Drawing up the detailed preliminary plan in the French language and if possible in the Russian language, and submission thereof to the Russian operator for his agreement.

4. Drawing up the documents for the operation of the building, including the manuals for the utilization of equipment, in the Russian language.

5. Drawing up a time table for the carrying out of the work, detailing the logical order in which the work is to be done, and meetings with the Russian Party for approval of the summary and detailed preliminary plans of the storage building.

6. Drawing up documentation on the full extent of the construction work.

7. Construction of the storage building, including supplying and putting into service installations which meet the safety standards defined in the detailed preliminary plan.

8. Technical checks of the storage building during construction and transfer thereof to the Russian Party after it has been handed over in accordance with conditions to be determined by an administrative arrangement between the French operator and the Russian operator.

B. *Additional supplies*

1. Two lifts adapted to the handling of storage containers on palettes supplied by the Russian Party and conforming to the plan provided by the French Party.

2. The equipment of each storage chamber with shelving.

3. Spare parts required for maintenance, in accordance with French conditions for utilization, for a period of five years renewable once by agreement between the French operator and the Russian operator.

4. Consumable products for a period of two years and in a quantity corresponding to French conditions for utilization, renewable subsequently by agreement between the French operator and the Russian operator for a maximum of four periods of two years each.

Assessment of the utilization of the spare parts for maintenance and consumable products mentioned in paragraphs 3 and 4 above shall be undertaken during the inspections mentioned in article VIII of this Agreement.

3. *Subcontracting conditions*

The French enterprise designated by the French operator (Atomic Energy Commission (CEA)) shall undertake the work relating to civil engineering and electricity installation by using subcontractors.

Preference shall be given to Russian enterprises, which shall be consulted on a competitive basis, prior to the commencement of work, under the economic conditions prevailing in the territory of the Russian Federation for Russian enterprises. The outcome of this consultation, which shall be a prerequisite for the commencement of work, must be compatible with:

— The financing available to the French Party in accordance with article X of this Agreement;

— The requisite quality of services and the ability to respect the time schedules.

If necessary and as a last resort, an approach may be made, by mutual agreement, to non-Russian enterprises.

On the other hand, while the work is being carried out, the Russian operator shall supply the French technical assistance team and its cooperating personnel, at their request, with the interpreters, transport, means of communication and accommodation they require to do their job. The expenditure incurred, under economic conditions to be agreed between the French operator and the Russian operator, shall be borne by the French operator.

#### INDICATIVE TIMETABLE

If the time limit of 30 months mentioned indicatively in article VI of this Agreement for the storage building to be made available for use is to be met, construction should begin no later than 1 April 1995.

Between now and then, and once this Agreement has been signed, in accordance with the provisions of paragraphs 1, 2 and 3 of this annex, it shall be the responsibility of each operator to complete, or ensure the completion of, the following:

1. *On the administrative level:*

- Establishment and signature of the A4 work programme drawn up in accordance with the administrative arrangement between the operators as indicated in article 3 of this Agreement;
- Agreement on subcontracting;
- Approval of the summary preliminary plan by the Russian Party;
- The obtaining of construction permits;
- Approval of the detailed preliminary plan by the Russian Party;
- Approval by the Russian safety authorities of the relevant dossier (including an environmental impact assessment).

2. *On the technical level:*

- Making available a serviced plot and the necessary construction resources;
- Drawing up of the summary preliminary plan;
- Presentation of the safety and environmental impact options;
- Stabilization of the ground by pile-driving;
- Drawing up of the detailed preliminary plan;
- Drawing up of the final safety dossier.

The Parties agree that non-implementation of the aforementioned activities within the time limit, prior to 1 April 1995, will defer the date of completion of the work.

ALAIN JUPPÉ

ANDREI KOZYREV