



Treaty Series No. 14 (2002)

# Agreement

between the Government of the United Kingdom of Great Britain and  
Northern Ireland and the Government of the Russian Federation

on Provision by the United Kingdom of  
Assistance for the Implementation of the  
Convention on the Prohibition of  
Development, Production, Stockpiling  
and use of Chemical Weapons and on  
their Destruction in the Russian  
Federation

[London, 20 December 2001]

[The Agreement entered into force on 20 December 2001]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
April 2002*

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE RUSSIAN FEDERATION ON PROVISION BY THE UNITED KINGDOM OF ASSISTANCE FOR THE IMPLEMENTATION OF THE CONVENTION ON THE PROHIBITION OF DEVELOPMENT, PRODUCTION, STOCKPILING AND USE OF CHEMICAL WEAPONS AND ON THEIR DESTRUCTION IN THE RUSSIAN FEDERATION**

The Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the British Party) and the Government of the Russian Federation (hereinafter referred to as the Russian Party), hereinafter called the Parties:

Supporting the aims and principles of the Convention on the Prohibition of Development, Production, Stockpiling and Use of Chemical Weapons and on their Destruction, done at Paris on 13 January 1993<sup>1</sup>, and hereinafter called the Convention;

Striving for further development and strengthening of co-operation in the implementation of the Convention, and in particular chemical weapons destruction, in accordance with the intentions of the British Party to provide aid to the Russian Party in the implementation of the Convention and of the special federal programme “Destruction of chemical weapons stockpiles in the Russian Federation”;

Noting that other States Parties to the Convention have expressed their interest in providing aid to the Russian Party in the implementation of the above Programme, in view of the importance and complexity of the tasks to be achieved and their high cost;

Have agreed upon the following:

**ARTICLE 1**

1. In order to provide assistance to the Russian Party in implementation of the Convention and in particular the safe, ecologically clean destruction of its chemical weapons stockpile, stored at the facility in Shchuchye in Kurgan oblast and other sites, taking into consideration the requirements of the Convention, the British Party provides aid to the Russian Party free of charge in the form of provision of equipment, services and financing of work.

2. The assistance provided by the British Party within the framework of this Agreement envisages a total allocation of up to £12 million sterling over the three year period ending 31 March 2004. Any provision of resources for the implementation of further aid shall be determined in future by the British Party.

**ARTICLE 2**

1. The aim of the co-operation of the Parties within the framework of this Agreement is to assist in the implementation of the Convention in the Russian Federation, and in particular to provide assistance to support the construction of the chemical weapons destruction facilities in the region of Shchuchye in Kurgan oblast and at other sites.

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<sup>1</sup>Treaty Series No. 45 (1997) Cm 3727.

2. If both Parties agree, other areas of co-operation, consistent with the aim of this Agreement, may be added through an exchange of notes.

3. Based on separate arrangements between the Parties, other donors may provide assistance, consistent with the aims of this Agreement, through the British Party's assistance programme.

### ARTICLE 3

1. The authorised bodies appointed for the implementation of this Agreement (hereinafter referred to as the Authorised Bodies) are:

for the British Party—the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland;

for the Russian Party—the Russian Munitions Agency (Rosboyepripassy).

2. The Authorised Bodies shall jointly decide the specific projects towards which the aid is directed. The arrangements regarding implementation of specific projects shall be set out in detail in an Implementation Arrangement concluded and where appropriate amended by the Authorised Bodies.

3. The Authorised Bodies shall appoint their own representatives for liaison and the resolving of technical issues for the realisation of this Agreement, and shall inform each other in writing of the identity of such representatives.

4. The Authorised Body of the British Party in consultation with the Authorised Body of the Russian Party shall select one or more principal contractors, or other natural or legal persons responsible for the organisation and supervision of the work of contractors (hereinafter known as agents). These principal contractors and agents shall be responsible for the organisation and supervision of the execution of the work to be carried out under this Agreement and shall be treated as official representatives of the British Party for the purposes of this Agreement. Practical work on site, other than organisation or supervision of the execution of such work, shall as a norm be carried out by Russian sub-contractors.

5. Sub-contractor organisations for the conduct of work shall be selected on a competitive basis in accordance with the law of the United Kingdom or the Russian Federation as appropriate. The British Party shall have the right to oversee the selection process for all such contractors and sub-contractors. Contracts or sub-contracts for the implementation of the projects may be awarded to Russian companies. The British Party shall endeavour to involve Russian companies the implementation of the assistance.

### ARTICLE 4

The Russian Party shall, in accordance with the legislation of the Russian Federation, on receiving a request from the British Party, promptly issue, free of charge, the necessary visas and provide assistance in the registration of official representatives (military and civilian) of the British Party, contractors and agents and their respective personnel, as well as ensuring prompt access to the sites of implementation of projects under this Agreement.

### ARTICLE 5

1. The Parties shall ensure that the assistance provided within the framework of this Agreement is used only for the purposes envisaged in this Agreement. The Russian Party, in compliance with the legislation of the Russian Federation, shall make every reasonable effort to create the most favourable conditions for the implementation of this Agreement.

2. The Russian Party shall be responsible for obtaining all necessary permits and permissions for work to be carried out under this Agreement. The Authorised Body of the Russian Party shall be responsible for obtaining certificates attesting that all work carried out under this Agreement is in conformity with Russian legislation and has been carried out to the agreed technical specifications and quality requirements and shall notify the Authorised Body of the British Party when such a certificate has been obtained.

3. The British Party shall have the right to verify that financial means, services, equipment and materials provided free of charge to the Russian Party as technical assistance are used for the purposes envisaged in this Agreement. To this end, the Russian Party shall provide access to all types of documents (including those held on paper, computer, video, photographically or on any other medium) referred to in the Implementation Arrangement.

#### ARTICLE 6

1. The Authorised Bodies shall provide the technical and other information that the Parties consider necessary for the implementation of this Agreement.

2. Each Party shall, subject to its national laws:

- (a) use all information provided to it in accordance with this Agreement only for the purposes specified in this Agreement; and
- (b) if there is a necessity in the execution of this Agreement to receive confidential information, guarantee its confidentiality and not permit its transfer to a third party without the written permission of the other Party. The Party providing any written confidential information shall mark it appropriately.

#### ARTICLE 7

1. The Russian Party shall, in accordance with the legislation of the Russian Federation, exempt the British Party from payment of customs duties, taxes and dues on equipment, materials and services provided by the British Party under this Agreement.

2. Title and responsibility for all the equipment and materials supplied by the British Party to the Russian Party shall pass to the Russian Party when agreed by the Parties. The Russian Party shall make use of any equipment, materials or services received in conformity with this Agreement exclusively for the attainment of the objectives of this Agreement.

#### ARTICLE 8

This Agreement shall not affect the rights and obligations of the Parties under other international agreements to which either the United Kingdom or the Russian Federation is party.

#### ARTICLE 9

1. The British Party and its official representatives (military and civilian) shall not incur any civil liability for death or injury or damage to property caused by any act or omission relating to duties carried out in connection with the implementation of this Agreement, or an Implementation Arrangement, in the territory of the Russian Federation, except for causing harm as a result of:

- (a) wilful misconduct or gross negligence;
- (b) a road accident caused by a vehicle belonging to or operated by an official representative (military or civilian) of the British Party where the damage is not recoverable from civil liability insurance.

2. The Russian Party shall not bring any claims, actions or proceedings against the British Party or its official representatives (military and civilian) in relation to any act or omission (as set out in Paragraph 1 of this Article) relating to duties carried out in connection with the implementation of this Agreement, or an Implementation Arrangement, in the territory of the Russian Federation.

3. The Russian Party commits itself to settle claims which may be brought by, third parties in cases mentioned in Paragraph 1 of this Article.

4. This Article shall be without prejudice to the rights and obligations of contractors and agents under their contracts.

5. Nothing in this Article shall be construed as waiving any immunity which the British Party or the Russian Party may enjoy under international law with respect to claims that may be brought against either of the Parties.

6. This Article shall apply to acts or omissions as specified in Paragraph 1 of this Article occurring during the period for which this Agreement is in force and, in respect of activities conducted under Article 5 Paragraph 3, for the further period provided for in Article 11 Paragraph 5 of this Agreement.

#### ARTICLE 10

Any dispute arising out of this Agreement shall wherever possible be resolved through consultations between the Parties. Consultations shall take place not later than two months after one of the Parties has so requested. If the Parties are unable to resolve the dispute by consultation, it may be referred on the application of either Party for arbitration in accordance with the arbitration rules of the United Nations Commission on International Trade Law.

#### ARTICLE 11

1. This Agreement may be amended by written agreement between the Parties.

2. This Agreement shall enter into force upon signature.

3. Either of the Parties may terminate this Agreement at any time by sending to the other Party a written notification of such an intention at least 90 days in advance.

4. This Agreement shall remain in force until the completion of projects executed under its terms, which is expected to be no later than 31 March 2004. The period of operation of this Agreement may be extended by written agreement between the Parties.

5. On expiry or termination of this Agreement, the provisions of Article 4 and Article 5 Paragraph 3 shall continue to apply for a further period of three years, unless otherwise agreed in writing by the Parties. The provisions of Article 3 Paragraph 4, Article 5 Paragraph 1, Article 6 Paragraph 2, Article 7 Paragraph 2, Article 9 Paragraphs 1, 2, 4, 5 and 6, Article 10 and Article 11 Paragraph 5 shall continue to apply without respect to time, unless otherwise agreed in writing by the Parties.

Done in duplicate at London on the Twentieth of December 2001 in the English and Russian languages, both texts being equally authoritative.

For the Government of the United  
Kingdom of Great Britain and  
Northern Ireland:

For the Government of the Russian  
Federation:

G W HOON

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