

PROTOCOL

**TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE
RUSSIAN FEDERATION CONCERNING THE MANAGEMENT AND
DISPOSITION OF PLUTONIUM DESIGNATED AS NO LONGER REQUIRED FOR
DEFENSE PURPOSES AND RELATED COOPERATION**

The Government of the United States of America and the Government of the Russian Federation,

Pursuant to paragraph I of Section II of the Annex on Assistance to the Agreement between the Government of the United States of America and the Government of the Russian Federation Concerning the Management and Disposition of Plutonium Designated as No Longer Required for Defense Purposes and Related Cooperation, signed at Moscow and Washington August 29 and September 1, 2000, hereinafter referred to as the Agreement,

Taking into account that persons enjoying privileges and immunities as provided for in the Agreement have the duty to respect the laws and regulations of their host country,

Have agreed as follows:

I.

Section II of the Annex on Assistance to the Agreement is hereby replaced by the following:

Section II – Liability

1. Except as specified in paragraph 3 of this Section, the Government of the Russian Federation shall bring no claims or legal proceedings of any kind against the Government of the United States of America, 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 Government of the Russian Federation, arising out of activities undertaken pursuant to the Agreement. This paragraph shall not apply to the enforcement of the express provisions of a contract.
2. Except as specified in paragraph 3 of this Section, the Government of the Russian Federation shall provide for the adequate legal defense of and indemnify, and shall bring no claims or legal proceedings against, the Government of the United States of America, 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 Agreement, for 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. For the purposes of this Section, the terms "nuclear damage" and "nuclear incident" shall have the meaning given to such terms in the 1963 Vienna Convention on Civil Liability for Nuclear Damage.
3. In any case when the Government of the Russian Federation believes that the acts or omissions of an employee of the Government of the United States of America or an employee of a contractor of the Government of the United States of America 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 shall at the request of either of them hold prompt consultations and attempt to achieve a mutual understanding within 90 days of the notification;
 - (c) During the period specified in subparagraph (b) of this paragraph, the Government of the Russian Federation shall not be required to provide for the legal defense of or indemnify said employee in connection with this incident; and
 - (d) If a mutual understanding is not reached within 90 days of the notification, paragraphs 1 and 2 of this Section shall not apply to said employee in connection with this incident.
4. 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 Agreement.
5. 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 Agreement;
 - (c) prejudicing the privileges and immunities that are enjoyed by any individual engaging in activities undertaken pursuant to the Agreement;

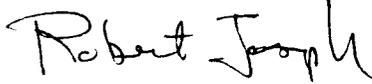
- (d) permitting claims or legal proceedings in the courts of any country contrary to the provisions of that country's laws, including provisions required by that country's being a Party to the 1963 Vienna Convention on Civil Liability for Nuclear Damage or to any similar international convention;
 - (e) preventing the Parties from providing compensation in accordance with their national laws; or
 - (f) preventing either Party from bringing claims or legal proceedings against nationals of its country or permanent residents of its country.
6. The provisions of paragraph 1 and the related provisions of paragraph 3 of this Section shall apply *mutatis mutandis* to the Government of the United States of America with respect to claims or legal proceedings of any kind against the Government of the Russian Federation, its personnel, its contractors and personnel of those contractors, arising out of activities in the territory of the United States of America undertaken pursuant to the Agreement.
7. The Parties recognize the similar treatment that is afforded by the indemnification under paragraph 2 of this Section to the Government of the United States of America, its personnel, its contractors and personnel of those contractors in the event of a nuclear incident occurring within the territory of the Russian Federation and by the indemnification that is available in accordance with applicable law to the Government of the Russian Federation, its personnel, its contractors and personnel of those contractors in the event of a nuclear incident occurring within the territory of the United States of America.
8. 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.

II.

This Protocol shall enter into force on the date of receipt of the last written notification that the Parties hereto have fulfilled the national procedures required for its entry into force.

DONE at Washington, the 15TH day of September, 2006, in duplicate 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:**

