

**IMPLEMENTING ARRANGEMENT  
BETWEEN  
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA  
AND  
THE MINISTRY OF FINANCE OF THE REPUBLIC OF KAZAKHSTAN  
FOR  
COOPERATION IN THE PREVENTION OF ILLICIT TRAFFICKING IN  
NUCLEAR MATERIAL**

The Department of Energy of the United States of America (DOE) and the Ministry of Finance of the Republic of Kazakhstan (MF), hereinafter referred to as the "Parties";

Desiring to develop technical and methodological cooperation in preventing illicit trafficking in nuclear material, including the installation and improvement of technical systems for the detection and identification of these materials at the Republic of Kazakhstan's points of entry/exit;

Noting the Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Kazakhstan Concerning Control, Accounting and Physical Protection of Nuclear Material to Promote the Prevention of Nuclear Weapons Proliferation of December 13, 1993, as amended and extended (hereinafter the "MPC&A Agreement"), which is subject to the provisions of the Agreement between the United States of America and the Republic of Kazakhstan Concerning the Destruction of Silo Launchers of Intercontinental Ballistic Missiles, Emergency Response, and the Prevention of Proliferation of Weapons of Mass Destruction of December 13, 1993, as extended (hereinafter the "CTR [Cooperative Threat Reduction] Umbrella Agreement"); and

Noting that, pursuant to paragraph 1 of Article II of the MPC&A Agreement, the U.S. Department of Defense has delegated to the DOE, as its designated agent under the MPC&A Agreement, and the Ministry of Energy and Mineral Resources of the Republic of Kazakhstan (to which the Ministry of Defense of the Republic of Kazakhstan delegated its right to implement the MPC&A Agreement as Executive Agent of the Government of the Republic of Kazakhstan) has delegated to the MF, as its designated agent under the MPC&A Agreement, responsibility for entering into and implementing this Implementing Arrangement;

Have agreed as follows:

## **Article 1**

1. This Implementing Arrangement and all activities undertaken in accordance with this Implementing Arrangement shall be subject to and governed by the provisions of the MPC&A Agreement, which is subject to the provisions of the CTR Umbrella Agreement. In the event of any inconsistency between this Implementing Arrangement and the MPC&A Agreement, the provisions of the MPC&A Agreement shall prevail, unless the provisions of the MPC&A Agreement in question are inconsistent with the provisions of the CTR Umbrella Agreement, in which case the provisions of the latter shall prevail.
2. In order to assist the Republic of Kazakhstan in preventing the proliferation of nuclear weapons and exercising effective control over the movement of nuclear material through improved detection and identification systems at the Republic of Kazakhstan's entry and exit checkpoints, DOE, through its National Nuclear Security Administration, may provide assistance, at no cost to the MF or other implementing agent of the Government of the Republic of Kazakhstan, in the form of equipment, supplies, materials, training and services, in accordance with the terms of this Implementing Arrangement. The Customs Control Committee of the MF of the Republic of Kazakhstan will be MF's Implementing Agent for the purpose of implementing any assistance provided under this Implementing Arrangement.
3. The MF shall use the equipment, supplies, and materials received, and the training and services provided in accordance with this Implementing Arrangement, only to implement measures to detect and identify nuclear material for the purposes of preventing the proliferation of nuclear weapons, exercising control over the movement of nuclear material, and preventing illicit trafficking in nuclear material, as specified in paragraph 2 of this Article.
4. The Parties acknowledge that the use of the equipment provided by DOE under this Implementing Arrangement for the detection and identification of nuclear material may also result in the detection and identification of other radioactive materials, including but not limited to radioactive sources suitable for use in radiological dispersal devices.
5. For purposes of this Implementing Arrangement, "nuclear material" means plutonium, and also, uranium enriched to levels of 20% or higher in the isotope U-235.

## **Article 2**

1. Each Party may, following written notification to the other Party, delegate responsibilities for the implementation of this Implementing Arrangement to other authorized bodies of its respective government.

2. Each Party may, following written notification to the other Party, designate technical liaison representatives for equipment, materials, training, and services provided pursuant to this Implementing Arrangement.

### **Article 3**

1. Assistance rendered to the MF in the provision of equipment, supplies, and materials, and in the conduct of training or rendering of services pursuant to this Implementing Arrangement, may include consultations and technical aid in the following areas:
  - a) Creation and implementation of regulatory and other programs in the area of the prevention of illicit trafficking in nuclear material;
  - b) Development of technical means and methods of detection and identification of nuclear material, and response procedures and capabilities;
  - c) Delivery and installation, at border crossing control posts, of equipment and devices adapted as appropriate for conditions at customs control posts in the Republic of Kazakhstan (including testing, setup, and demonstration of the equipment and devices);
  - d) Delivery of spare parts kits, test equipment, and other maintenance equipment to maintain operation of equipment supplied under this Implementing Arrangement;
  - e) Training of personnel of customs bodies in detection of nuclear material, and in the proper operation and maintenance of equipment provided by DOE;
  - f) Additional areas of cooperation within the competencies of the Parties as they agree in writing.
2. The Parties may conduct joint technical workshops, consultations, site surveys, inspections, and acceptance testing of materials, supplies, and installed equipment provided by DOE. By agreement of the Parties, joint working groups of technical experts may be formed to exchange technical information on technical and training matters related to the effective implementation of this Implementing Arrangement.
3. The MF shall ensure that DOE is furnished with information provided through the Committee of Atomic Energy at the Ministry of Energy and Mineral Resources of the Republic of Kazakhstan on the detection and/or seizure of illicitly trafficked

nuclear material or other radioactive material obtained in the operation of the DOE-supplied equipment, supplies, or materials.

4. The form, terms and conditions under which assistance may be provided under this Implementing Arrangement will be defined by separate contracts or other written arrangements between the Parties or their designated implementing agents. In case of any inconsistency between these contracts or arrangements and this Implementing Arrangement, the provisions of this Implementing Arrangement shall prevail.

#### **Article 4**

1. The MF or its designated implementing agents shall coordinate with appropriate Republic of Kazakhstan government ministries and agencies to ensure customs procedures are applied to equipment, materials, supplies and services provided under this Implementing Arrangement in accordance with Article IX, paragraph 2 of the CTR Umbrella Agreement.
2. The MF or its designated implementing agents shall coordinate with appropriate Republic of Kazakhstan government ministries and agencies to ensure the security of equipment, supplies, and materials provided under this Implementing Arrangement, in accordance with Article VI, paragraph 2 of the CTR Umbrella Agreement.

#### **Article 5**

1. The MF, along with authorized Republic of Kazakhstan ministries and agencies, may inspect equipment, supplies and materials received under this Implementing Arrangement, and shall submit to the DOE, within 10 days, written confirmation of the acceptability of such equipment, supplies, and materials, and that they conform to the specifications made available in advance to the MF.
2. The MF shall confirm the arrival of equipment, supplies, and materials at their agreed destinations. The terms for repair or replacement of equipment and materials that are not in conformance with specifications cited in paragraph 1 of this Article will be set forth in the contract(s) under which equipment and materials are provided under this Implementing Arrangement.
3. Costs for maintenance of equipment provided under this Implementing Arrangement shall be borne by the MF or its designated implementing agents.


## Article 6

All questions regarding the interpretation or application of this Implementing Arrangement shall be resolved by means of consultations between the Parties.

## Article 7

1. This Implementing Arrangement shall enter into force upon signature and shall remain in force for the duration of the MPC&A Agreement. This Implementing Arrangement may be amended by written agreement of the Parties, which amendment(s) shall constitute integral parts of this Implementing Arrangement.
2. This Implementing Arrangement shall be terminated 60 days following receipt by either Party of written notification from the other Party of its intention to terminate this Implementing Arrangement.
3. Ongoing activities not completed at the expiration or termination of this Implementing Arrangement may continue to completion under the terms of this Implementing Arrangement, so long as the MPC&A Agreement is in force.

DONE at Astana this *5<sup>th</sup>* day of *May*, 2006, in duplicate, in the English and Russian languages, each text being equally authentic.

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

  
**FOR THE MINISTRY OF FINANCE OF  
THE REPUBLIC OF KAZAKHSTAN:**