

LIABILITY ISSUES IN WMD THREAT-REDUCTION AND NONPROLIFERATION PROGRAMS IN RUSSIA

I. The Issue

Background

In July and September 2003, two important U.S.-Russian agreements governing nuclear nonproliferation programs in Russia came up for renewal but were allowed to expire. The first, the Plutonium Scientific and Technical Cooperation (PSTC) program, pertained to scientific and technical cooperation in the management of plutonium withdrawn from Russian warheads;¹ the second, the Nuclear Cities Initiative (NCI),² a program for helping downsize the Russian nuclear weapons research and production complex, convert parts of it to civilian industrial enterprises, and provide the displaced scientists and other workers with peaceful employment opportunities. Both agreements had been for terms of five years. Some members of Congress and a public-policy group, citing the importance of the programs to our national security, had urged the Administration not to allow the expirations to take place.³

The problem in both cases was the inability to reach an accord on the issue of liability for mishaps in the conduct of the programs. The original agreements had provided the United States and its personnel, contractors, suppliers, and the like⁴ with broad protections against liability arising from activities under the agreements. Thus, “with the exception of claims against individuals for premeditated damage or injury,”⁵ the Russian government would bring no claims against and would “provide for the adequate defense of” and indemnify the United States and its personnel and contractors with respect to all claims.

In the negotiations on the renewals, the United States has insisted on even broader protection, i.e., removal of the exception for “premeditated damage or injury.” The precedent for that position is the 1992 U.S.-Russian umbrella agreement for the Cooperative Threat Reduction (CTR) program,⁶ under which Russia assumed sole liability, with no exception whatever, for damage arising from activities covered by the agreement. In fact, U.S.-Russian agreements covering nonproliferation programs other than NCI and PSTC have followed this model.⁷

The reasons for going to such an apparent extreme as to seek exculpation for even “premeditated” injury are two-fold. First, the United States and its contractors want to preclude any opening, however limited, for a claim that they are liable because that could always allow such a contention to be raised. Second, they are said not to trust the Russian courts not to apply the exception in an overly broad manner. One commentary described the Russian judicial system as “rather capricious.”⁸

Liability for damages arising from mishaps involving nuclear and other WMD and materials can be an enormous issue. Any organization or business will understandably be reluctant to run any risk at all of being held liable when a Chernobyl-type incident, the detonation of a nuclear device, or the dispersion of deadly biological or chemical agents occurs in a manner that can in any way be connected to its activity. Thus, for example, a supplier of electronic locks for a nuclear storage facility would understandably want protection from liability in the event a terrorist group were able to break into the facility, steal nuclear materials, fashion a crude bomb, and set it off in a city. The resulting claims obviously could put any private firm out of business and be a major, if not overwhelming, burden for any country.

It is these types of calamitous incidents—not the ordinary events, such as traffic or construction-site accidents—that make this such a high-stakes concern.

Nevertheless, it is distressing to see the liability issue derail the renewal of an agreement, such as the one covering the Nuclear Cities Initiative (NCI), that does not involve the handling or security of WMD or materials. Rather, NCI focuses on facilitating the conversion of excess Russian nuclear facilities into productive civilian enterprises that can employ scientists and other workers displaced from their nuclear weapons jobs. Thus, it is puzzling that the Administration—while agreeing to allow existing NCI projects to continue—seems to be letting this issue eventually be the NCI's undoing.⁹

Why would the U.S. government do this? It has been suggested that the Administration's reasoning here may be a negotiating ploy related to the fact that the Russian Duma has not yet ratified the CTR umbrella agreement¹⁰ and that the Administration may be banking on the Duma doing so. If it does ratify the CTR agreement, the United States would then be able to use that precedent for other agreements.¹¹ Another possibility is that by holding out for a CTR-like liability provision in these cases and threatening eventually to bring cooperative threat-reduction and nonproliferation (CTR&N) programs in Russia to a halt, the Administration may be building pressure for Duma ratification of the CTR umbrella agreement.

However, this reasoning is complicated by the Duma's recent ratification of the Multilateral Nuclear Environmental Program in the Russian Federation (MNEPR) Framework Agreement and the effect that that might have on U.S.-Russian negotiations on the liability issue.¹² The MNEPR is an umbrella agreement designed to facilitate European and U.S. projects to handle radioactive waste and spent nuclear fuel.¹³ Nine European countries, Russia, and the United States signed the MNEPR agreement on May 21, 2003. The basic agreement itself does not cover the liability issue; rather, liability is covered by a "Protocol on Claims, Legal Proceedings and Indemnification,"¹⁴ which all the MNEPR parties except the United States are expected to sign. That liability protocol provides the non-Russian participants with protection very much along the lines of the expired NCI and plutonium agreements. Specifically, the protocol broadly protects the non-Russian countries and their personnel and contractors from all claims for injuries or damage except for claims "against individuals arising from omissions or acts of such individuals done with intent to cause injury or damage." The protocol also provides that the non-Russian participants and their contractors and their personnel may refer disputes to arbitration, thereby keeping cases out of the Russian court system.

The Russian government is said to moving quickly toward seeking Duma ratification of the MNEPR, while leaving in limbo ratification of the CTR agreement, which was submitted to the Duma in 1999.¹⁵

Need for a New Approach

In a recent issue of the *Nonproliferation Review*, a publication of the Monterey Institute's Center for Nonproliferation Studies (CNS), R. Douglas Brubaker, senior research fellow at the Fridtjof Institute in Norway, and Leonard S. Spector, deputy director of CNS and former Assistant Deputy Administrator for Arms Control and Nonproliferation at the National Nuclear Security Administration, suggest that the CTR umbrella provision is inconsistent with the purposes of CTR&N programs.¹⁶ First, if Russia could afford to pay all the damage claims for a nuclear explosion—possibly totaling billions of dollars—it would not need the hundreds of millions of dollars of assistance it is receiving annually to build-down and secure its nuclear and other WMD assets.¹⁷

Second, saddling Russia with the entire burden seems to emanate from a mindset that doing so is appropriate because the CTR&N programs are to the sole benefit of Russia. However, the reality is that these programs are of critical importance to the security and health of the “donor” countries as well because they are all either potential targets of Islamic extremists or so close to Russia geographically as to possibly suffer from a WMD misadventure there.¹⁸ Thus, the United States and other CTR&N program participants have as much at stake as Russia in thwarting terrorists' efforts to obtain WMD capabilities and in preventing WMD accidents that could produce horrific health and environmental problems for them.

Third, leaving Russia with the entire burden of liability ignores the fact that Russia may be unable to provide appropriate compensation to the victims of a catastrophic nuclear incident, which could include large numbers of non-Russian participants' own citizens.¹⁹

Moreover, the current practice fails to address the difficulties that the victims of a nuclear mishap arising out of the CTR&N programs would have in pursuing claims for compensation. Those difficulties would include, among other things, proving in court the specific actions that lead to the catastrophe; identifying and obtaining a judgment against the person(s) or entity(ies) at fault; and actually recovering money from the wrongdoer(s). Only at that point, would Russia's obligation to indemnify the party(ies) who had been held liable come into play. All of this would be complicated by large numbers and nationalities of potential claimants competing for damages and by the vast array of court systems in which they might pursue their claims. In short, the current system leaves potential victims bearing much of the risk of a WMD incident.

To make sense of all this and to provide victims with a simplified, process for obtaining assured compensation would seem to require that Russia and the countries funding the CTR&N programs establish a comprehensive system for processing and paying claims. This was the recommendation of Brubaker and Spector in the *Nonproliferation Review* article cited above. The authors suggested two models for doing this. In the first, Russia would be liable for compensation up to a specified total (probably in the hundreds of millions of dollars); and the other countries involved in CTR&N

programs would share the burden of the rest of the compensation through a pooling system.²⁰

The second approach would entail the issuance of “catastrophic WMD incident insurance bonds.”²¹ Here the insurance bonds might be invested in government bonds of the CTR&N participants, which would pay a higher than normal rate of interest (with the excess cost being born by the participating countries as a surcharge to the CTR&N programs). This would create a very large pool of funds that would be available for the high-end costs of a WMD incident; and the investors in the bonds would have a low-risk investment. The risk to the investors would be the occurrence of a catastrophic WMD mishap arising from CTR&N activities.

Both approaches would also include rules for simplifying the claims application and adjudication processes and limiting the liability of the countries and companies engaged in CTR&N activities.

The creation of either type of comprehensive system would obviously be a time-consuming and challenging task involving several countries and a host of difficult details to be worked out on an equitable basis. However, resolving the liability issue would be a major boon to the global CTR&N effort.

Need for an Interim Solution

In the meantime, the United States and Russia need an interim solution to their current standoff in order to allow CTR&N programs to proceed. The facts that NCI has been in operation for five years and the Department of Energy is allowing existing NCI projects to continue—only new projects are foreclosed until a new agreement is signed²²—suggest that an interim solution should not be impossible. However, the prospects for temporary agreements do not appear very bright. The idea of one-year extensions while negotiations over the liability issue continue was proposed to the Administration²³ before the agreements had expired and apparently was rejected. Whether other solutions, such as providing for arbitration of the issue of whether an act was “premeditated” before a claim could be filed in a Russian court—or some other means of keeping claims out of Russian courts—have been considered or proposed is not known.

If the Administration were to decide that a multilateral solution along the lines suggested by Brubaker and Spector or some variant thereof were worth pursuing, perhaps temporary extensions of CTR&N programs might be possible. Simply allowing these programs to expire as they come up for renewal is truly an unacceptable result in terms of U.S. national security. As the conferees on the fiscal year 2004 Energy and Water Development appropriations bill stated: “The conferees place great importance on ... the [Department of Energy’s] nuclear nonproliferation activities and are concerned that in allowing the ... implementing agreements to lapse for the Nuclear Cities Initiative and Plutonium Disposition activities, the Administration is creating unnecessary impediments to the effective implementation of nuclear nonproliferation programs.”²⁴

APPENDIX A

LIABILITY PROVISION IN THE COOPERATIVE THREAT REDUCTION UMBRELLA AGREEMENT²⁵

ARTICLE VII

1. The Russian Federation shall, in respect of legal proceedings and claims, other than contractual claims, hold harmless and bring no legal proceedings against the United States of America and personnel, contractors, and contractors' personnel of the United States of America, for damage to property owned by the Russian Federation or death or injury to any personnel of the Russian Federation, arising out of activities pursuant to this Agreement.
2. Claims by third parties arising out of acts or omissions of any employees of the United States of America or contractors or contractors' personnel of the United States of America done in the performance of official duty, shall be the responsibility of the Russian Federation.
3. The provisions of this Article shall not prevent the parties from providing compensation in accordance with their national laws.
4. The parties shall consult, as appropriate, on claims and proceedings under this article.
5. Nothing in this Article shall be construed to prevent legal proceedings or claims against nationals of the Russian Federation or permanent resident of the Russian Federation.

APPENDIX B

LIABILITY PROVISIONS IN THE NUCLEAR CITIES INITIATIVE AGREEMENT²⁶

Article 8

1. With the exception of claims against individuals for premeditated damage or injury, the Government of the Russian Federation shall bring no claims or other legal proceedings against the Government of the United States of America and its personnel or its contractors, sub-contractors, consultants, suppliers, or subsuppliers of equipment or services at any tier and their personnel, in any court or forum, for any damage, including indirect, direct, or consequential damage, arising from activities undertaken pursuant to this Agreement to property owned by the Russian Federation. This paragraph shall not apply to legal actions brought by the Government of the Russian Federation to enforce the provisions of contracts to which it or a Russian national or other legal entity is a party.
2. With the exception of claims against individuals for premeditated damage or injury, the Government of the Russian Federation shall provide for the adequate defense of, shall indemnify, and shall bring no claims or other legal proceedings against the Government of the United States of America and its personnel or its contractors, sub-contractors, consultants, suppliers, or subsuppliers of equipment or services at any tier and their personnel, in connection with third-party claims, in any court or forum, for any injury or damage, including indirect, direct, or consequential injury or damage, arising from activities undertaken pursuant to this Agreement, occurring within or outside the territory of the Russian Federation. Nothing in this paragraph shall be construed as acknowledging the jurisdiction of any court or forum over third-party claims to which this paragraph applies, nor shall it be construed as waiving the sovereign immunity of either Party with respect to third-party claims that may be brought against it.

3. The Parties may, as necessary, conduct consultations regarding claims and legal proceedings concerning this Article.
4. The provisions of this Article shall not prevent the Parties from providing compensation in accordance with their national laws.
5. Nothing in this Article shall be interpreted to prevent legal proceedings or claims against nationals of the Russian Federation or permanent residents of the Russian Federation.

APPENDIX C

EXCERPTS FROM THE MULTILATERAL NUCLEAR ENVIRONMENTAL PROGRAM IN THE RUSSIAN FEDERATION (MNEPR) “PROTOCOL ON CLAIMS, LEGAL PROCEEDINGS AND INDEMNIFICATION”

Article 2

1. With the exception of claims for injury or damage against individuals arising from omissions or acts of such individuals done with intent to cause injury or damage, the Russian Party shall bring no claims or legal proceedings of any kind against the Contributors and their personnel or contractors, subcontractors, consultants, suppliers or subsuppliers of equipment, goods or services at any tier and their personnel, for any loss or damage of whatsoever nature, including but not limited to personal injury, loss of life, direct, indirect and consequential damage to property owned by the Russian Federation arising from activities undertaken pursuant to the [MNEPR] Agreement. This paragraph shall not apply to the enforcement of the express provisions of a contract.
2. With the exception of claims for Nuclear Damage against individuals arising from omissions or acts of such individuals done with intent to cause damage, the Russian Party shall provide for the adequate legal defence of and indemnify, and shall bring no claims or legal proceedings against the Contributors and their personnel, or any contractors, sub-contractors, consultants, suppliers, or subsuppliers of equipment, goods or services at any tier and their personnel in connection with third-party claims, in any court or forum, arising from activities undertaken pursuant to the [MNEPR] Agreement, for Nuclear Damage occurring within or outside the territory of the Russian Federation, that results from a Nuclear Incident accruing within the territory of the Russian Federation.

* * * * *

6. Contributors, contractors, subcontractors, consultants, suppliers or subsuppliers of equipment, goods or services at any tier and their personnel may refer any dispute concerning the implementation of obligations under this Article to arbitration in accordance with UNCITRAL [United Nations Commission on International Trade Law] Arbitration Rules, if such dispute has not been resolved amicably within ninety days of its submission to the Russian Party. Any arbitration award shall be final and binding to the parties to the dispute.

II. Recent Legislation

- N/A

III. Obstacles

- The United States and Russia have reached an impasse in their negotiations over the renewal of nonproliferation programs agreements. U.S. insistence on—and Russia’s unwillingness to accept—total Russian responsibility for any claim for “premeditated” damages or injuries threaten eventually to bring the programs to a halt.

IV. Q & A

Q: Why should the United States and other “donor” countries share any part of the burden of WMD mishaps arising from the conduct of threat-reduction or nonproliferation programs? Russia is the beneficiary; shouldn’t it accept the risk as the part of the price of receiving this aid?

A: The point of the threat-reduction and nonproliferation programs is not to provide Russia with economic aid. The main point is to protect the participating countries—sometimes misleadingly referred to as “donors”—from the threat to their own people that allowing terrorists or rogue states to get their hands on WMD or the material or expertise for building WMD poses. These programs also provide states that are in close geographic proximity to Russia with protection from the environmental and public health hazards that Soviet-era WMD present.

Q: What’s the thinking behind U.S. insistence that it and its contractors be shielded from liability from “premeditated” damage or injury? Shouldn’t individuals or companies that purposely harm others be accountable?

A: The purpose here is not to protect those who intentionally harm others. The purpose is to keep Russian courts—which the United States does not trust—from making the decision whether, in the event of a major WMD mishap, the U.S. contractor or its personnel involved had intentionally caused the resulting harm. There is the concern that a Russian tribunal might, for example, decide that if a U.S. firm, aware of the risks involved in destroying chemical warfare material, went ahead with a program for destroying it and an accident occurred or some of it was stolen, the intentional act of proceeding with the program might be construed as the premeditated risking of the lives or health of those who might be injured and hold the company liable. That, of course, would be a grossly overly broad application of “premeditated” injury, but a corrupt judge might, it is feared, make such a ruling.

However, the Nuclear Cities program does not involve the handling of WMD materials, the NCI agreement was approved by U.S. lawyers five years ago, and the program operated well under it. Thus, it seems sensible to extend the agreement for a reasonable time while the parties continue to negotiate a liability provision that meets both their needs.

Q: Is there a possibility that the countries participating in threat-reduction and nonproliferation programs in Russia could agree on an overall solution providing the financial resources and rules for damage claims that would make it possible for all such programs to proceed?

A: This would obviously be a major undertaking on the part of the countries involved. However, the G-8 Global Partnership Against the Spread of Weapons and Materials of Mass Destruction could provide a forum for the development of a

solution acceptable to all parties that would help enable such vitally important programs to proceed.

Q: What do the G-8 Global Partnership Against the Spread of Weapons and Materials of Mass Destruction guidelines provide with respect to liability issues?

A: The guidelines state: “vii. All governments will take necessary steps to ensure that adequate liability protections from claims related to the cooperation will be provided for donor countries and their personnel and contractors.” This leaves open the questions as to what are “adequate liability protections” and what kinds of steps could be taken to ensure that they are provided. Clearly, many options other than putting the entire burden on Russia for programs there would be consistent with this guideline.

V. Talking Points

- Threat-reduction and nonproliferation programs are critically important to the security of the United States. They must not be allowed to be tied up or slowed down by legal disagreements regarding liability issues.
- As Russia reduces its nuclear weapons workforce by about 35,000 over the next several years, there will be an increasing need to provide civilian work opportunities for many thousands.²⁷ We do not want people who know how to make atomic bombs to be in dire need of work in order to feed, clothe, and shelter their families. That would run the unacceptable risk of terrorist groups and rogue nations offering them financial security in exchange for their help in developing nuclear weapons.

VI. Factoids

- The program placed at risk by the expiration of the 1998 agreement on scientific and technical cooperation with respect to the management of plutonium aims at the disposal of 34 tons of Russian weapons-grade plutonium.
- The Nuclear Cities program, as to which the agreement with Russia has expired, does not involve high-risk activities, such as the handling of nuclear materials. Rather, it helps Russia convert its Soviet-era nuclear weapons complex into civilian pursuits affording employment opportunities for displaced nuclear weapons scientists and other workers.
- Nearly three quarters of a million people live in Russia’s nuclear cities, which were built for the sole purpose of making nuclear weapons. The cities are in remote locations, surrounded by barbed wire, and guarded by armed troops. The Nuclear Cities Initiative is the only U.S. program focused on reducing the size of the Russian nuclear weapons complex while reducing the proliferation risks posed by desperate displaced nuclear scientists and workers.²⁸

VII. Applicable Treaties, Legislation, and Other International Agreements

- Agreement Between the Government of the United States of America and the Government of the Russian Federation on the Scientific and Technical Cooperation in the Management of Plutonium that has been withdrawn from Nuclear Military Programs, July 24, 1998, accessed at: <http://www.nti.org/db/nisprofs/russia/fulltext/plutdisp/98Ag.htm>.

- Agreement Between the Government of the United States of America and the Government of the Russian Federation on the Nuclear Cities Initiative, September 22, 1998, accessed at: http://www.nti.org/db/nisprofs/russia/fulltext/nuc_city/initiati.htm.
- The Cooperative Threat Reduction program “umbrella” agreement: Agreement between the United States of America and the Russian Federation Concerning the Safe and Secure Transportation, Storage and Destruction of Weapons and the Prevention of Weapons Proliferation, with Implementing Agreements and Annexes, June 17, 1992, extended through June 2006 by a protocol signed June 15-16, 1999.

¹ Agreement Between the Government of the United States of America and the Government of the Russian Federation on the Scientific and Technical Cooperation in the Management of Plutonium that has been Withdrawn from Nuclear Military Programs, July 24, 1998, accessed at: <http://www.nti.org/db/nisprofs/russia/fulltext/plutdisp/98Ag.htm>.

² Agreement Between the Government of the United States of America and the Government of the Russian Federation on the Nuclear Cities Initiative, September 22, 1998, accessed at: http://www.nti.org/db/nisprofs/russia/fulltext/nuc_city/initiati.htm.

³ Representatives Ike Skelton (D-MO), John M. Spratt, Jr. (D-SC), Chet Edwards (D-TX), Ellen O. Tauscher (D-CA), Brad Sherman (D-CA), and Adam Schiff (D-CA) joined in a July 23, 2002, letter to the President; and the executive director of the Russian-American Nuclear Security Advisory Council (RANSAC) wrote to the Secretaries of State and Energy and the National Security Advisor on July 2, 2003.

⁴ Specifically, article 9 of the plutonium disposition technical cooperation agreement and article 8 of the Nuclear Cities agreement provided the protections to the U.S. government, “its personnel or its contractors, sub-contractors, consultants, suppliers, or sub-suppliers of equipment or services at any tier and their personnel.”

⁵ Joe Fiorill, “U.S.-Russia: Washington Allows Plutonium Disposition To Lapse,” and “U.S.-Russian Liability Dispute Could Bode Ill for Threat Reduction Programs,” *Global Security Newswire*, July 25, 2003, and September 22, 2003, respectively.

⁶ Agreement between the United States of America and the Russian Federation Concerning the Safe and Secure Transportation, Storage and Destruction of Weapons and the Prevention of Weapons Proliferation, with Implementing Agreements and Annexes, June 17, 1992. This agreement was extended through June 2006 by a protocol signed June 15-16, 1999.

⁷ This is because most U.S. nuclear nonproliferation programs in Russia started out as Department of Defense programs that are covered by the CTR umbrella. The NCI and PSTC programs are exceptions; they started out as Department of Energy programs, and Russia would not accept the blanket CTR-type liability provision when the agreements on them were made. However, it should be noted that the plutonium disposition agreement, whereby the U.S. and Russia are each to dispose of 24 tonnes of plutonium excess to their military needs, lacks a liability agreement. See 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, accessed at:

<http://www.nti.org/db/nisprofs/russia/fulltext/plutdisp/pudispft.pdf>. This agreement, however, limits the activities to be undertaken under it before the liability agreement enters into force.

⁸ R. Douglas Brubaker and Leonard S. Spector, “Liability and Western Nonproliferation Assistance to Russia: Time for a Fresh Look,” *The Nonproliferation Review* (Spring 2003), p. 2, accessed at: <http://cns.miis.edu/pubs/npr/vol10/101/brub.pdf>.

⁹ Pursuant to a protocol signed in accordance with a provision in the NCI agreement existing NCI projects are being allowed to continue despite the non-renewal of the agreement. See the September 19, 2003, Department of Energy press release in which Secretary Abraham noted his support to continue existing NCI projects through to completion even though the government-to-government agreement was about to expire, accessed at: http://www.energy.gov/engine/content.do?PUBLIC_ID=14181&BT_CODE=PR_PRESSRELEASES&TT_CODE=PRESSRELEASE.

PSTC projects seem not to have the same provision for continuation. Joe Fiorill, “U.S.-Russia: Cooperative Plutonium Disposition Activities Held Up While Liability Concerns Negotiated,” *Global Security Newswire* (July 29, 2003), accessed at: http://www.nti.org/d_newswire/issues/newswires/2003_7_29.html#5. However, the United States and Russia reportedly have agreed to a provisional three-month PSTC extension, but the Department of State has stated that all new projects within this period would be “evaluated on a strict case-by-case basis.” Charles

Digges, “Technical Agreement for Plutonium Disposition Allowed to Lapse by US,” *Bellona*, accessed at: <http://www.bellona.no/en/international/russia/navy/co-operation/30596.html>.

¹⁰ The CTR umbrella, in the absence of Duma ratification is said to be considered “provisional” or “operational and binding” by the two governments. See Christine Kucia, “Liability Concerns Jeopardize Renewal of Nonproliferation Programs with Russia,” *Arms Control Today* (September 2003), accessed at: http://www.armscontrol.org/act/2003_09/nonproliferationprograms.asp; and the July 2, 2003, RANSAC letter cited in note 3.

¹¹ Joe Fiorill, “U.S.-Russia: Legal Issues Threaten Nonproliferation Programs,” *Global Security Newswire* (July 23, 2003).

¹² The Duma ratified the MNEPR Framework Agreement on November 28, 2003. “Russian State Duma Ratifies MNEPR Framework Agreement,” *Global Security Newswire*, December 1, 2003. Before that action, Duma Defense Committee adviser Alexander Pikayev was quoted as stating, “[I]f MNEPR is ratified, a precedent would be established that liability would have to be shared ... and it would be in conflict with the relevant provision of the CTR agreement.” Joe Fiorill, “International Agreement to Aid Russian Nuclear Cleanup Could Compound U.S.-Russian Liability Dispute,” *Global Security Newswire* (October 17, 2003). However, the same article also noted that State Department Nonproliferation Bureau’s Jeff Miller stated, “We don’t consider it [MNEPR] to be a precedent for future agreements....”

¹³ Egil Tronstad and Cristina Chuen, “The Multilateral Nuclear Environmental Program in the Russian Federation (MNEPR),” *Global Partnership Resource Page*, Center for Nonproliferation Studies, accessed at: <http://cns.miis.edu/research/globpart/030604.htm#fn8>.

¹⁴ Pertinent excerpts are reprinted in the Appendices.

¹⁵ Charles Digges, “MNEPR Headed for Duma Ratification,” published on the Bellona website, October 10, 2003, accessed at: <http://www.bellona.no/en/international/russia/navy/co-operation/31458.html>.

¹⁶ R. Douglas Brubaker and Leonard S. Spector, *op. cit.*, note 8, p. 22, where the authors suggest that if Russia were able to provide compensation to the victims of a catastrophic incident arising from a CTR&N program—\$500 million, for example—it would not need foreign assistance in carrying out the program in the first place.

¹⁷ *Ibid.*, p. 2.

¹⁸ *Ibid.*, pp. 4-5.

¹⁹ *Ibid.*, p. 2-3.

²⁰ *Ibid.*, pp. 27-28.

²¹ *Ibid.*, pp. 28-29.

²² Joe Fiorill articles cited in note 5.

²³ See the July 2, 2003, RANSAC letter cited in note 3.

²⁴ House Report 108-357, November 7, 2003, p. 161.

²⁵ As printed in endnote 3 of R. Douglas Brubaker and Leonard S. Spector, *op. cit.*, note 7.

²⁶ See note 2. Article 9 of the PSTC agreement (see note 1) is nearly identical. Instead of providing exceptions for claims against individuals “arising from their premeditated actions,” as in the NCI agreement, the PSTC agreement grants exceptions for claims against individuals “for premeditated damage or injury.”

²⁷ Matthew Bunn, Anthony Wier, John P. Holdren, *Controlling Nuclear Warheads and Materials: A Report Card and Action Plan*, Project on Managing the Atom, Belfer Center for Science and International Affairs, John F. Kennedy School of Government, Harvard University (March 2003), p.91.

²⁸ Matthew Bunn, “Stabilizing Employment for Nuclear Personnel: The Nuclear Cities Initiative,” in the *Controlling Nuclear Warheads and Materials* section of the Nuclear Threat Initiative website, accessed at: http://nti.org/e_research/cnwm/stabilizing/nci.asp.