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March 31, 1993

## **POLICY ISSUE** (Information)

SECY-93-082

**FOR:** The Commissioners  
**FROM:** James M. Taylor  
Executive Director for Operations  
**SUBJECT:** U.S. PURCHASE OF RUSSIAN HIGHLY ENRICHED URANIUM RECOVERED  
FROM NUCLEAR WEAPONS

### **BACKGROUND:**

In SECY papers 92-064, 92-410, and 92-244 the staff has discussed the U.S. purchase from Russia of highly enriched uranium (HEU) recovered from the decommissioning of Russian nuclear weapons.

### **DISCUSSION:**

After nearly one year of intensive bilateral discussions, an Agreement on Disposition of HEU<sup>1</sup> was signed between the U.S. and the Russian Federation under the auspices of the Safe and Secure Dismantlement (SSD) program. The agreement was signed by Major General William Burns, the head of the U.S. SSD program, and Mr. V. Mikhailov, of the Russian Ministry of Atomic Energy (MINATOM). The provisions of the agreement are expressed in general terms.

One of the issues which caused the lengthy HEU purchase discussions between the U.S. and Russia was the U.S. Department of Commerce's anti-dumping investigation prompted by a petition filed on November 8, 1991, on behalf of the Ad Hoc Committee of Domestic Uranium Producers and the Oil, Chemical, and Atomic Workers International Union. The investigation was instituted as a result of a determination by the Department of Commerce that uranium imports

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**NOTE:** TO BE MADE PUBLICLY AVAILABLE  
IN 10 WORKING DAYS FROM THE  
DATE OF THIS PAPER

<sup>1</sup> Agreement Between the Government of the United States of America and the Government of the Russian Federation Concerning the Disposition of Highly Enriched Uranium Extracted from Nuclear Weapons (the "Agreement on Disposition of HEU"), signed February 18, 1993, Enclosure 1.

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from the former Soviet Union were being sold in the United States at less than fair value, within the meaning of the existing U.S. law.<sup>2</sup> The Antidumping Agreement<sup>3</sup> was signed on October 16, 1992, by Ambassador Vladimir Lukin, representing the Russian Federation, and Assistant Secretary Alan M. Dunn, representing the U.S. Department of Commerce.

Some salient terms of the Antidumping Agreement are:

1. MINATOM will restrict the volume of direct or indirect exports to the U.S. and the transfer (or withdrawal from inventory) of the merchandise subject to the Antidumping Agreement.
2. The Department of Commerce will determine the market price for the purpose of determining the applicable quota level. The market price will be expressed in terms of U.S. dollars per pound U<sub>3</sub>O<sub>8</sub>, obtained from computations based on the weighted average of the spot market price and the long-term contract prices.
3. The Russian Federation is in no way prevented from selling to the U.S., directly or indirectly, any or all of the HEU, in existence at the time of the signing of this Agreement, and/or low enriched uranium (LEU) blended down in Russia from this HEU. Exports pursuant to such sales will not be counted against the export limits established in accordance with the Antidumping Agreement.
4. MINATOM and the Department of Commerce will engage in a mutual exchange of information to monitor the implementation of, and compliance with, the terms of the Antidumping Agreement.
5. The Antidumping Agreement shall remain in force from the effective date of this Agreement through October 15, 2000.

Negotiations on the details of implementation, to be contained in a purchase contract<sup>4</sup>, began in Moscow on March 8-11, 1993 of the Agreement of Disposition of HEU<sup>5</sup>. The U.S. delegation to Moscow was led by Philip Sewell of the Department of Energy (DOE). The negotiations went well until the last day. Prior to that time several issues appeared to have been resolved, however, negotiations broke down on March 11 when Mr. Mikhailov of the Russian

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<sup>2</sup> Section 734 of the Tariff Act of 1930, as amended (19 U.S.C. 1673c).

<sup>3</sup> Agreement Suspending the Antidumping Investigation on Uranium Extracted from Nuclear Weapons (the "Antidumping Agreement"), signed October 16, 1992, Enclosure 2.

<sup>4</sup> This contract is pursuant to paragraph 1, Article II of the Agreement. State Cable Moscow #07310, March 11, 1993. Limited Official Use.

<sup>5</sup> Ibid., Pg. 1.

Ministry of Atomic Energy (MINATOM), insisted on a nullification of the Department of Commerce's Antidumping Agreement or an increase in the price paid by the U.S. for uranium, from \$24 per kg to \$30 per kg (U.S. dollars), as a condition of his signature on a protocol of the HEU contract. Agreement has yet to be reached on the following issues of the purchasing contract:

1. Pricing and delivery schedule for LEU
2. Transparency issue (reciprocal)<sup>5</sup>
3. Additional funds requested by Russia for the purchase of HEU.

The U.S. delegation will return to Moscow the week of March 29, 1993, to resume negotiations. It is anticipated by U.S. delegation officials that a final resolution on these issues will be reached, however, the timing of a final resolution is uncertain.

COORDINATION:

The Offices of the General Counsel and International Programs have reviewed this paper and have no objections.



James M. Taylor  
Executive Director  
for Operations

Enclosures:

1. Agreemt. Between the Gov't. of the USA and the Gov't of the Russian Fed. Concern. the Disposition of HEU Extracted fm. Nuc. Weapons
2. Agreemt. Suspend. the Antidumping Invest. on Uranium Extract. fm. Nuc. Weapons

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<sup>5</sup> As defined in State Cable Moscow #08643, March 23, 1993, Unclassified, transparency is the material control measures applied to HEU to provide assurance that the HEU blended down is that removed from the weapons program.

AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF THE RUSSIAN FEDERATION  
CONCERNING THE DISPOSITION OF  
HIGHLY ENRICHED URANIUM EXTRACTED FROM NUCLEAR WEAPONS

The Government of the United States of America and the Government of the Russian Federation, hereinafter referred to as the Parties,

Desiring to arrange the safe and prompt disposition for peaceful purposes of highly enriched uranium extracted from nuclear weapons resulting from the reduction of nuclear weapons in accordance with existing agreements in the area of arms control and disarmament,

Reaffirming their commitment to ensure that the development and use of nuclear energy for peaceful purposes are carried out under arrangements that will further the objectives of the Treaty on the Non-Proliferation of Nuclear Weapons,

Affirming their commitment to ensure that the nuclear material transferred for peaceful purposes pursuant to this Agreement will comply with all applicable non-proliferation, physical protection, nuclear material accounting and control, and environmental requirements,

Have agreed as follows:

ENCLOSURE 1

## ARTICLE I

### PURPOSE

The Parties shall cooperate in order to achieve the following objectives:

- (1) The conversion as soon as practicable of highly enriched uranium (HEU) extracted from nuclear weapons resulting from the reduction of nuclear weapons pursuant to arms control agreements and other commitments of the Parties which is currently estimated at approximately 500 metric tons in the Russian Federation, having an average assay of 90 percent or greater of the uranium isotope 235 into low enriched uranium (LEU) for use as fuel in commercial nuclear reactors. For purposes of this Agreement, LEU shall mean uranium enriched to less than 20 percent in the isotope 235; and
- (2) The technology developed in the Russian Federation for conversion of HEU resulting from the reduction of nuclear weapons in the Russian Federation may be used for conversion of United States HEU in the United States of America; and
- (3) The establishment of appropriate measures to fulfill the non-proliferation, physical protection, nuclear material accounting and control, and environmental requirements of the Parties with respect to HEU and LEU subject to this Agreement.

## ARTICLE II

### IMPLEMENTATION CONTRACTS AND AGREEMENTS

1. The Parties, through their Executive Agents, shall within six months from entry into force of this Agreement seek to enter into an initial implementing contract to accomplish the objectives set forth in Article I of this Agreement. The Parties may conclude additional implementing contracts or agreements pursuant to this Agreement, as required. For any purchase, the Executive Agents shall negotiate terms (including price), which shall be subject to approval by the Parties.

2. It is the intent of the Parties that the initial implementing contract shall provide for, inter alia:

- (i) The purchase by the United States Executive Agent of LEU converted from HEU at facilities in the Russian Federation and sale of such LEU for commercial purposes. The United States will provide information to the Russian Federation on all commercial disposition of such LEU;
- (ii) Initial delivery of LEU converted from HEU extracted from nuclear weapons resulting from the reduction of nuclear weapons pursuant to arms control agreements and other commitments of the Parties by October 1993, if possible;
- (iii) Conversion of no less than 10 metric tons having an average assay of 90 percent or greater of the uranium isotope 235 in each of the first five years, and, in each year thereafter, conversion of no less than 30 metric tons of HEU having an average assay of 90 percent or greater of the uranium isotope 235; however, specific amounts will be stipulated in the first and subsequent implementing contracts or agreements;
- (iv) The participation of the United States private sector and of Russian enterprises;
- (v) The allocation among the United States of America, private sector firms of the United States of America, the Russian Federation, and Russian enterprises of any proceeds or costs arising out of activities undertaken pursuant to any implementing contracts;
- (vi) The use by the Russian side of a portion of the proceeds from the sale of LEU converted from HEU for the conversion of defense enterprises, enhancing the safety of nuclear power plants, environmental clean-up of polluted areas and the construction and operation of facilities in the Russian Federation for the conversion of HEU to LEU;
- (vii) By agreement of the Parties an equivalent amount of HEU can substitute for the corresponding amount of LEU planned for purchase by the United States Executive Agent.

ARTICLE III  
EXECUTIVE AGENCIES

Each Party shall designate an Executive Agent to implement this Agreement. For the United States side, the Executive Agent shall be the Department of Energy. For the Russian side, the Executive Agent shall be the Ministry of the Russian Federation of Atomic Energy. After consultation with the other Party, either Party has the right to change its Executive Agent upon 30 days written notice to the other Party. If a governmental corporation is established under United States law to manage the uranium enrichment enterprise of the Department of Energy, it is the intention of the United States Government to designate that corporation as the Executive Agent for the United States side.

ARTICLE IV  
PRIORITY OF AGREEMENT

In case of any inconsistency between this Agreement and any implementing contracts or agreements, the provisions of this Agreement shall prevail.

ARTICLE V  
ADDITIONAL MEASURES

1. The Executive Agent of the Russian Federation shall ensure that the quality of LEU derived from HEU subject to this Agreement is such that it is convertible to LEU usable in commercial reactors. Specifications shall be agreed upon in the process of negotiating the initial and subsequent implementing contracts.
2. The conversion of HEU subject to this Agreement shall commence as soon as possible after the entry into force of the initial implementing contract.
3. The Parties shall, to the extent practicable, seek to arrange for more rapid conversion of HEU to LEU than that provided for in Article II (2) (iii).

4. The United States of America shall use LEU acquired pursuant to this Agreement and its implementing contracts and agreements, when subject to United States jurisdiction and control, for peaceful purposes only.

5. LEU acquired by the United States of America pursuant to this Agreement, and implementing contracts and agreements related to it, shall be subject to safeguards in accordance with the November 18, 1977, Agreement Between the United States of America and the International Atomic Energy Agency (IAEA) for the Application of Safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons.

6. The Parties shall maintain physical protection of HEU and LEU subject to this Agreement. Such protection shall, at a minimum, provide protection comparable to the recommendation set forth in IAEA document INFCIRC/225/REV.2 concerning the physical protection of nuclear material.

7. If the Parties enter into an agreement for cooperation concerning the peaceful uses of nuclear energy, nuclear material acquired by the United States of America pursuant to this Agreement and its implementing contracts and agreements, when subject to United States jurisdiction or control, shall be subject to the terms and conditions of that Agreement for cooperation.

8. The activities of the United States Government under this Agreement, or any implementing contract or agreement, shall be subject to the availability of United States Government funds.

9. In the event the United States Government does not have funds available for implementation of this Agreement, the Executive Agent of the Russian Federation reserves the option to obtain funding for implementation of this Agreement from any private United States company.

10. Prior to the conclusion of any implementing contract, the Parties shall establish transparency measures to ensure that the objectives of this Agreement are met, including provisions for nuclear material accounting and control and access, from the time that HEU is made available for conversion until it is converted into LEU. Specific transparency measures shall be established in the same time frame as the negotiation of the initial implementing contract, and shall be executed by a separate agreement.

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11. Prior to the conclusion of any implementing contract, the Parties shall agree on appropriate governing provisions for entry and exit, liability, and status of personnel, exemptions for taxes and other duties, and applicable law.

12. The Executive Agent of the United States of America shall use the LEU converted from HEU in such a manner so as to minimize disruptions in the market and maximize the overall economic benefit for both Parties. This Agreement shall have no effect on contracts between Russian enterprises and United States companies for the delivery of uranium products which are currently in force and consistent with United States and Russian law.

13. This Agreement places no limitations on the right of the Russian Federation to dispose of LEU derived from HEU extracted from nuclear weapons resulting from the reduction of nuclear weapons pursuant to arms control agreements and other commitments of the Parties beyond the specific commitments set forth herein.

#### ARTICLE VI

##### ENTRY INTO FORCE, DURATION AND AMENDMENTS

1. This Agreement shall enter into force upon signature and shall remain in force until the full amount of HEU provided for in paragraph 1 of Article I is converted into LEU, delivered, and supplied to commercial customers.

2. Each Party may propose amendments to this Agreement. Agreed amendments shall enter into force upon signature and shall remain in force so long as this Agreement remains in force.

3. Each Party shall have the right to terminate this Agreement upon 12 months written notification to the other Party.

Done at Washington this 18th day of February, 1993, 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:



**AGREEMENT SUSPENDING  
THE ANTIDUMPING INVESTIGATION  
ON URANIUM FROM THE RUSSIAN FEDERATION**

For the purpose of encouraging free and fair trade in uranium products for peaceful purposes, establishing more normal market relations, and recognizing that this Agreement is necessary for the protection of the essential security interests of the United States and the Russian Federation, pursuant to the provisions of section 734 of the Tariff Act of 1930, as amended (19 U.S.C. §1673c) (the "Act"), the United States Department of Commerce ("the Department") and the Russian Federation Ministry for Atomic Energy (MINATOM) enter into this suspension agreement ("the Agreement").

The Department finds that this Agreement is in the public interest; that effective monitoring of this Agreement by the United States is practicable; and that this Agreement will prevent the suppression or undercutting of price levels of United States domestic uranium products by imports of the merchandise subject to this Agreement.

On the basis of this suspension agreement, the Department shall suspend its antidumping investigation with respect to uranium from the Russian Federation, subject to the terms and provisions set forth below. Further, the Department will instruct the U.S. Customs Service to terminate the suspension of liquidation and to release any cash deposit or bond posted on the products covered by this Agreement as of the effective date of this Agreement.

**I. BASIS FOR THE AGREEMENT**

In order to prevent the suppression or undercutting of price levels of United States domestic uranium, MINATOM will restrict the volume of direct or indirect exports to the United States of uranium products from all producers/exporters of uranium products in the Russian Federation subject to the terms and provisions set forth below.



## II. DEFINITIONS

For purposes of this Agreement, the following definitions apply:

(a) Pounds U<sub>3</sub>O<sub>8</sub> equivalents are calculated using the following formulas:

- o measured uranium (U) content is converted to U<sub>3</sub>O<sub>8</sub> by multiplying U by 1.17925
- o U<sub>3</sub>O<sub>8</sub> is converted to U content by multiplying by 0.84799
- o 1 Kg U<sub>3</sub>O<sub>8</sub> = 2.20462 lbs. U<sub>3</sub>O<sub>8</sub>
- o 1 Kg U in UF<sub>6</sub> = 2.61223 lbs. U<sub>3</sub>O<sub>8</sub> equivalent
- o 1 Kg U in U<sub>3</sub>O<sub>8</sub> = 2.59982 lbs. U<sub>3</sub>O<sub>8</sub> equivalent
- o the natural feed component for 1 Kg U of enriched uranium product ("EUP") shall be determined using the feed to product factor calculated with the following formula:

$$[(P_A \cdot T_A) / (F_A \cdot T_A)] = X_A$$

where:

P<sub>A</sub> = Actual Product Assay of the imported low enriched uranium ("LEU") as found in the import documents

T<sub>A</sub> = For enrichment contracts, the actual tails assay selected by the customer pursuant to the contract; for other contracts calling for the delivery of LEU, 0.3 weight percent U<sup>235</sup>. During the anniversary month of this Agreement, the tails assay for other contracts calling for the delivery of LEU will be amended, as appropriate, based on the optimum tails assay.

F<sub>A</sub> = 0.711 weight percent U<sup>235</sup> (feed assay)

X<sub>A</sub> = Feed-to-Product Factor

The feed-to-product factor shall then be multiplied by 2.61223 to reach the lbs. U<sub>3</sub>O<sub>8</sub> equivalent of the imported LEU.

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(b) Date of Export for imports into the United States accompanied by an export certificate of the merchandise subject to this Agreement shall be considered the date the export certificate was endorsed.

(c) Parties to the Proceeding - means any interested party, within the meaning of §353.2(k) of the Department's regulations, which actively participates through written submissions of factual information or written argument.

(d) Indirect Export - means any arrangement involving the exchange, sale, or delivery of uranium products from the Russian Federation to the degree it can be shown to have resulted in the sale or delivery in the United States of uranium products from a country other than the Russian Federation or exports from the Russian Federation through one or more third countries, whether or not such export is sold in one or more third country prior to importation into the United States.

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### III. PRODUCT COVERAGE

The merchandise covered by this Agreement are the following products from the Russian Federation:

Natural uranium in the form of uranium ores and concentrates; natural uranium metal and natural uranium compounds; alloys, dispersions (including cermets), ceramic products and mixtures containing natural uranium or natural uranium compounds; uranium enriched in U<sup>235</sup> and its compounds; alloys, dispersions (including cermets), ceramic products, and mixtures containing uranium enriched in U<sup>235</sup> or compounds of uranium enriched in U<sup>235</sup>; and any other form of uranium within the same class or kind.

Uranium ore from Russia milled into U<sub>3</sub>O<sub>8</sub> and/or converted into UF<sub>6</sub> in another country prior to direct and/or indirect importation into the United States is considered uranium from the Russian Federation and is subject to the terms of this Agreement.

For purposes of this Agreement, uranium enriched in U<sup>235</sup> or compounds of uranium enriched in U<sup>235</sup> in the Russian Federation are covered by this Agreement, regardless of their subsequent modification or blending. Uranium enriched in U<sup>235</sup> in another country prior to direct and/or indirect importation into the United States is not considered uranium from the Russian Federation and is not subject to the terms of this Agreement.

Highly enriched uranium ("HEU") is within the scope of this investigation, and HEU is covered by this Agreement. For the purpose of this Agreement, HEU means uranium enriched to 20 percent or greater in the isotope uranium-235.

Imports of uranium ores and concentrates, natural uranium compounds, and all forms of enriched uranium are currently classifiable under Harmonized Tariff Schedule ("HTS") subheadings: 2611.10.00, 2844.10.20, 2844.20.00, respectively. Imports of natural uranium metal and forms of natural uranium other than compounds are currently classifiable under HTS subheadings: 2844.10.10 and 2844.10.50. HTS subheadings are provided for convenience and customs purposes. The written description of the scope of these proceedings is dispositive.

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#### IV. EXPORT LIMITS

A. MINATOM will restrict the volume of direct or indirect exports on or after the effective date of this Agreement to the United States and the transfer or withdrawal from inventory (consistent with the provisions of Section IV.E.) of the merchandise subject to this Agreement in accordance with the export limits and schedule set forth in Appendix A.

Export limits are expressed in terms of pounds U<sub>3</sub>O<sub>8</sub> equivalent and kilograms uranium (Kg U).

Export limits are applied on the basis of "Date of Export", as defined in section II.

For purposes of this Agreement, United States shall comprise the customs territory of the United States of America (the 50 States, the District of Columbia and Puerto Rico) and foreign trade zones located in the territory of the United States of America.

B. The export limits of this Agreement shall be effective for the periods October 1 through September 30 (the "Relevant Period").

C.1. For purposes of determining the applicable quota level, the Department will determine the market price. In determining the market price for purposes of establishing the quota level, the Department will use price information in terms of U.S. dollars per pound U<sub>3</sub>O<sub>8</sub> obtained from the following sources to compute a market price based on the weighted average of the spot market and long-term contract prices.

**Spot Market Price:** The Uranium Price Information System Spot Price (UPI-SPI) and the Uranium Exchange Spot Price (Ux Spot). The Department will calculate a simple average of the monthly values as expressed by these two sources to determine the Spot Price.

**Long-term Contract Price:** The simple average of the UPI-SPI Base Price and the long-term price as determined by the Department on the basis of information provided to the Department by market participants. In determining the long-term price on the basis of information provided to the Department, the Department will use only such information submitted to which the submittor agrees to permit verification.

All information from the identified sources will be subject to review by the Department on the basis of information available from other sources. Furthermore, during the life of the Agreement, the Department can, as appropriate, select

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alternative sources to use in determining the market price. Should the Department determine that any or all of the identified sources are no longer appropriate, the Department will give parties at least 30 days notice of this decision.

This determination will be made semi-annually. The Department will announce the market price and corresponding quota level on October 1 and April 1 of each year, except as provided below with respect to the first period.

With respect to the first period, which begins on the effective date of this Agreement and ends on March 31, 1993, the Department will determine a market price no later than October 30, 1992. The quota level corresponding to this price will apply to covered exports through March 31, 1993.

In determining the market price, the Department will rely on price information from the identified sources covering the previous six-month period for which prices are available. For example, on October 1, the Department will announce the market price as determined by review of price information relating to the period March 1 through September 1. On April 1, the Department will announce the market price as determined by review of price information relating to the period September 1 through March 1. However, for the first period (October 16, 1992 through March 31, 1993), the Department will utilize price information relating to the period April 1, 1992 through September 30, 1992. For the period beginning on April 1, 1993, the Department will utilize price information relating to the period October 16, 1992, through March 1, 1993.

The quota level announced on October 1 (or October 30, 1992 for the first period) will be equal to one-half of the annualized quota, as expressed in Appendix A, for the corresponding market price. The announced quota level will be the volume, in terms of pounds U<sub>3</sub>O<sub>8</sub> equivalent, that may be exported to the United States in any form from the Russian Federation during the six month period beginning on October 1 and ending on the following March 31.

The quota level announced on April 1 will be equal to one-half of the annualized quota, as expressed in Appendix A, for the corresponding market price. The announced quota level will be the volume, in terms of pounds U<sub>3</sub>O<sub>8</sub> equivalent, that may be exported to the United States in any form from the Russian Federation during the six month period beginning on April 1 and ending on the following September 30.

2. Except as provided in Section IV.C.3, multi-year contracts entered into after the effective date of this Agreement may not provide for annual deliveries in excess of the quota allowed under the Agreement as of the date of contract. If such multi-year contracts specify a price at or above the minimum price in the Appendix A price band then in effect on the date the contract is entered into, annual deliveries

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under such contracts will be applied against the annual quotas in effect at the time of delivery, but may be made in the full amount for the full term of the contract even if they exceed annual quotas in effect at the time of delivery.

3. Notwithstanding Section IV.C.2, multi-year contracts entered into after the effective date of this Agreement may provide for annual deliveries in excess of the quota allowed under the Agreement as of the date of contract provided that they are conditioned upon the necessary additional quota being available at the time of delivery. However, annual deliveries under such conditional contracts shall be strictly subject to the annual quotas in effect at the time of delivery.

4. If, within the maximum limit permitted under this agreement, the Russian Federation exports uranium products to the U.S. under the quota defined in section IV.C. in the form of enriched uranium product, the Russian Federation may take payment for the feed component in the EUP in the form of cash or in the form of an equivalent amount of feed. If Russia takes payment in the form of an equivalent amount of feed from inventories already in the United States, it may sell such feed in the U.S. market without such sale being counted against the applicable quota again so long as such sale is made at a price no less than \$13.00 per pound of U<sub>3</sub>O<sub>8</sub> equivalent. Any subsequent exports from the United States of such feed received by the Russian Federation in payment for the feed component of EUP sales will be permitted and may be sold outside the United States, but will not be added back into the quota.

D. For the first 90 days after the effective date of this Agreement, products exported from the Russian Federation shall be admitted to the United States without an export license and certificate only upon notification to the Department by MINATOM.

The volume of such imports will be counted towards the export limit for the covered products for the 90 identified period.

The volume of such imports shall be determined in terms of pounds U<sub>3</sub>O<sub>8</sub> equivalent and kilograms uranium (Kg U) on the basis of U.S. import invoice data. This data will be sorted on the basis of date of export.

E. Any inventories of Russian-origin uranium, currently held by the Russian Federation in the United States and imported into the United States between the period beginning on or after March 5, 1992 (the date corresponding to the Department's critical circumstances determination), through the effective date of this Agreement will be subject to the following conditions:

Such inventories will not be transferred or withdrawn from inventory for consumption in the United States without an export license and certificate issued

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under Section V. A request for a license and certificate under this provision shall be accompanied by a report specifying the original date of export, the date of entry into the United States, the identity of the original exporter and importer, the customer, a complete description of the product (including lot numbers and other available identifying documentation), and the quantity expressed in original units and in pounds of U<sub>3</sub>O<sub>8</sub> equivalent.

Any amounts authorized by the issuance of an export certificate under this provision shall be counted toward the export limit for the covered products for the period during which the license and certificate were issued for the product that is transferred or withdrawn. The volume shall be determined on the basis of kilograms and pounds U<sub>3</sub>O<sub>8</sub> equivalent as set forth in the license and certificate.

In the event that there is a surge of sales of Russian-origin uranium from such inventory currently held in the United States, the Department will decrease the export limits to take into account such sales.

F. Direct and indirect exports will be counted towards export limits under this Agreement.

G. Where covered products are imported into the United States and are subsequently re-exported or further processed and re-exported, the export limits for the entered product shall be increased by the amount of pounds U<sub>3</sub>O<sub>8</sub> equivalent re-exported. This increase will be applicable to the Relevant Period corresponding to the time of such re-export. This increase will be applied only after presentation to the Department and opportunity for verification of such evidence demonstrating original importation, any further processing, and subsequent re-exportation.

H. For purposes of permitting processing in the United States of uranium products from the Russian Federation, the Government of the Russian Federation may issue re-export certificates for import into the United States of Russian uranium products only where such imports to the United States are not for sale or ultimate consumption in the United States and where re-exports will take place within 12 months of entry into the United States. In no event shall an export certificate be endorsed by the Russian Federation for uranium products previously imported into the United States under such re-export certificate. Such re-export certificates will in no event be issued in amounts greater than one million pounds U<sub>3</sub>O<sub>8</sub> equivalent per re-export certificate and in no case shall the total volume of uranium products from Russia covered by re-export certificates exceed three million pounds U<sub>3</sub>O<sub>8</sub> equivalent at any one time.

The importer of record must certify on the import certificate that it will ensure re-exportation within 12 months of entry into the United States. If uranium products from the Russian Federation are not re-exported within 12 months of the

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date of entry into the United States, the Department will refer the matter to Customs or the Department of Justice for further action and the United States will promptly notify the Government of the Russian Federation and the two governments shall enter into consultations. If the uranium products are not re-exported within 3 months of the referral to Customs or the Department of Justice and the problem has not been resolved to the mutual satisfaction of both the United States and the Russian Federation, the volume of the uranium product entered pursuant to the re-export certificate may be counted against the export limit in effect at such time, or, if there is insufficient quota, the first available quota. This volume may be restored to the export limit if the product is subsequently re-exported.

I. Export limits established for any of the Identified Periods may not be used after September 30 of the corresponding Relevant Period, except that limits not so used may be used during the first three months of the respective following period up to a maximum of 20 percent of the export limit for the current Relevant Period.

Export limits for the Relevant Periods may be used as early as August 1 of the previous period within the limit of 15 percent of the export limit for the previous Relevant Period.

J. The Department shall provide fair and equitable treatment for the Russian Federation vis-a-vis other countries that export uranium to the United States, taking into account all relevant factual and legal considerations, including the antidumping laws of the United States.

K. Importation of uranium products from the Russian Federation during each Relevant Period pursuant to certain pre-existing contracts entered into before March 5, 1992, with a U.S. utility will be permitted so long as the Department has received a valid copy of such pre-existing contracts and has reviewed each to determine whether importation of the uranium product under the terms of the contract is consistent with the purposes of this Agreement. The contracts which have been approved will be specifically identified in proprietary Appendix C to this Agreement. For contracts approved by the Department, nothing in this Section shall in any way restrict sales of Russian-origin uranium pursuant to transactions which do not involve delivery or transfer of uranium products to the seller, or the seller's account. However, any uranium products delivered or returned to the seller or for the seller's account in connection with an approved contract, shall be subject to the conditions specified below:

Upon reporting to the Department, the seller may dispose of any uranium products delivered to the seller or to the seller's account under such a pre-existing contract through:

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- (1) sales to the U.S. government or any agency thereof or any contractor acting on behalf of the U.S. government so long as such agency or contractor will use or consume the feed in a market neutral manner;
- (2) sales to a utility in the United States under a contract entered into before March 5, 1992, having fixed price terms and submitted for approval by the Department; such contracts shall be approved by the Department for use by the seller provided that the uranium products are not swapped, loaned, or used as loan repayment;
- (3) sale or delivery to any entity outside the United States, including the shipment of such uranium products to the Russian Federation where permissible;
- (4) sales to any entity in the United States at a price at or above \$13 per lb. U<sub>3</sub>O<sub>8</sub> equivalent.

L. Because the Russian Federation has no long-term pre-existing contracts under which deliveries begin before 1994 and because the U.S. Department of Energy ("DOE") can consume EUP in a market-neutral manner which releases no feed into the U.S. market that could lead to the suppression or undercutting of price levels of U.S. uranium products, the Russian Federation will be granted a one-time only opportunity to sell to DOE, its contractor, assignee, or U.S. private parties acting in association with DOE or the U.S. Enrichment Corporation, an amount of 4.1 million pounds U<sub>3</sub>O<sub>8</sub> equivalent for delivery during the period from the effective date of this Agreement to December 31, 1994, subject to the same terms and conditions described in section IV.M.2.

M. 1. This Agreement in no way prevents the Russian Federation from selling directly or indirectly any or all of the HEU in existence at the time of the signing of this Agreement and/or low enriched uranium ("LEU") produced in Russia from this HEU to the DOE, its governmental successor, its contractor, assignee, or U.S. private parties acting in association with DOE or the U.S. Enrichment Corporation and in a manner not inconsistent with the Agreement between the United States of America and the Russian Federation concerning the disposition of HEU resulting from the dismantlement of nuclear weapons in Russia.

2. Exports pursuant to such sales will not be counted against the export limits established in accordance with paragraph C of this Section. DOE's disposition of the HEU is in the public interest because: (1) the HEU or products from it are processed or delivered by DOE, its governmental successor, its contractor, assignee, or U.S. private parties acting in a manner not inconsistent with the Agreement

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between the United States of America and the Russian Federation concerning the disposition of HEU resulting from the dismantlement of nuclear weapons in Russia; (2) any utility-owned uranium products delivered pursuant to enrichment contracts affected by purchase of HEU or HEU products are not resold in the United States, either as natural uranium or as LEU produced in excess of the contractually-specified amount; (3) contracts for the purchase of HEU or HEU products from Russia are provided to the Department; (4) annual summaries of utilization of HEU and HEU products and associated utility feed are provided to the Department, and (5) the Department determines that permitting importation of all or any portion of the HEU or HEU products in question is consistent with the purposes of this Agreement.

3. Exports of HEU, or products made in Russia from HEU, must be accompanied by a certificate endorsed by MINATOM. Such certificate shall specify the amounts of material and certify that such HEU, or products made in Russia from HEU, were derived from HEU in existence as of the signing of this Agreement.

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## V. EXPORT LICENSE/CERTIFICATES

A. MINATOM will instruct the Russian Federation Ministry of Foreign Economic Relations ("MFER") to provide export licenses and certificates for all direct or indirect exports to the United States from the Russian Federation of the merchandise covered by this Agreement. Such export licenses and certificates will be issued in a manner determined by MFER, in accordance with laws of the Russian Federation, and this Agreement, and will ensure that established export limits are not exceeded.

MINATOM shall take action, including the imposition of penalties, as may be necessary to make effective the obligations resulting from the export licenses and certificates. MINATOM will inform the Department of any violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

The Department will inform MINATOM of violations concerning the export licenses and/or certificates which come to its attention and the action taken with respect thereto.

B. Export licenses shall be issued and export certificates shall be endorsed by MFER for all direct or indirect exports to the United States of the merchandise subject to this Agreement, in quantities no greater than the number of pounds U<sub>3</sub>O<sub>8</sub> equivalent and the number of kilograms of uranium (Kg U) specified by the Department under section IV.C for each period. The formulas for converting uranium in its various forms to pounds U<sub>3</sub>O<sub>8</sub> equivalent are set forth in section II of this Agreement.

C. Export licenses will be issued and export certificates will be endorsed against the export limits for Relevant Periods.

Export certificates for the Relevant Periods may be used as early as August 1 of the previous Relevant Period within a limit of 15 percent of the export limit for the previous Relevant Period.

Export certificates issued for each Relevant Period may not be used after September 30 for each subsequent year except that certificates not so used may be used during the first three months of the respective following period, up to a maximum of 20 percent of the export limit for the current period.

D. MINATOM will require that all exports of the merchandise subject to this Agreement shall be accompanied by a certificate (form to be agreed). The certificate shall be endorsed pursuant to a license and issued no earlier than one month before the day, month, and year on which the merchandise is accepted by a

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transportation company, as indicated in the bill-of-lading or a comparable transportation document, for export. The certificates will also indicate the customer, the complete description of the product exported, country of origin of the uranium ore, and quantity expressed in the original units and kilograms U<sub>3</sub>O<sub>8</sub> equivalent, and as appropriate, number of operative work units (SWU). If any of this information is in a language other than English, the certificates must also contain an English language translation of this information.

E. The United States shall require presentation of such certificates as a condition for entry into the United States of the merchandise subject to this Agreement on or after the effective date of this Agreement. The United States will prohibit the entry of such products not accompanied by such a certificate, except as provided in Sections IV.D. and IV.H. of this Agreement.

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## VI. IMPLEMENTATION

In order to effectively restrict the volume of exports of uranium to the United States, MINATOM agrees to implement the following procedures no later than 90 days after the effective date of this Agreement:

- A. Establish an export licensing and certification program for all exports of uranium from the Russian Federation to, or destined directly or indirectly for consumption in, the United States.
- B. Ensure compliance by all the Russian Federation producers, exporters, brokers, traders, users, and/or related parties of such uranium with all procedures established in order to effectuate this Agreement.
- C. Collect information from all the Russian Federation producers, exporters, brokers, traders, users, and/or related parties of such on the production and sale of uranium.
- D. Require that purchasers agree not to circumvent this Agreement, report to the Russian Federation subsequent arrangements entered into for the sale, exchange, or loan to the United States of uranium purchased from Russia, and include these same provisions in any subsequent contracts involving uranium purchased from Russia.

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## VII. ANTICIRCUMVENTION

A. MINATOM will take all appropriate measures under Russian law to prevent circumvention of this Agreement. It will not enter into any arrangement for the purpose of circumventing the export limits in Section IV. of this Agreement. It will require that purchasers agree not to circumvent this Agreement. It will require that all purchasers report to the Russian Federation subsequent arrangements entered into for the sale, exchange or loan to the United States of uranium purchased from Russia. It will also require that all purchasers include the same provisions in any subsequent contracts involving uranium purchased from Russia.

B. In addition to the reporting requirements of Section VIII of this suspension agreement, MINATOM will share within 15 days of an official request from the U.S. Department of Commerce, unless a longer time is mutually agreed, all particulars known to MINATOM regarding initial and subsequent arrangements of uranium between the Russian Federation and any party regardless of the original intended destination.

C. The Department of Commerce will accept comments from all parties for fifteen days after the receipt of information requested under paragraph B of this section. The Department will determine within 45 days of the date of the information request under paragraph B whether subject arrangements circumvent the export limits of this agreement.

D. In addition to the above requirements, the Department shall direct the U.S. Customs Service to require all importers of uranium into the United States, regardless of stated country of origin, to submit at the time of entry a written statement certifying that the uranium being imported was not obtained under any arrangement, swap, or other exchange designed to circumvent the export limits for uranium of Russian Federation origin established by this Agreement. Where there is reason to believe that such a certification has been made falsely, the Department will refer the matter to Customs or the Department of Justice for further action.

E. The Department of Commerce and MINATOM will consult regarding any arrangement determined by the Department of Commerce to constitute circumvention of this Agreement. If the Department determines that the Russian Federation and its related parties did not actively participate in the arrangement, the Department will request consultations with the Russian Federation to resolve the problem. If the problem has not been resolved to the mutual satisfaction of both the United States and the Russian Federation, the volume of the uranium product involved in the circumvention may be counted against the export limit in effect at



such time. If the Department determines that the Russian Federation actively participated in the arrangement, the volume of such arrangement will be counted against the export limits for the Russian Federation in effect at such time or, to the extent the Russian Federation has utilized such export limits, to the next available quota.

F. If the Department of Commerce or Government of the Russian Federation determines that any uranium has been intentionally exported to the United States without the required export certificates, MINATOM shall thereafter prohibit any Russian producer, exporter, broker, trader, user, and/or related party from supplying uranium to the customer responsible for such circumvention, impose civil penalties as allowed by law, and/or take other actions to prevent such circumvention in the future.

G. Given the fungibility of the world uranium market, the Department of Commerce will take into account the following factors in distinguishing normal uranium market arrangements, swaps, or other exchanges from arrangements, swaps, or other exchanges which may be intentionally designed to circumvent the export limits of this suspension agreement:

1. existence of any verbal or written arrangements which may be designed to circumvent the export limits;
2. existence of any arrangement as defined in Section II(d) that was not reported to the Department pursuant to Section VIII.A.;
3. existence and function of any subsidiaries or affiliates of the parties involved;
4. existence and function of any historical and/or traditional trading patterns among the parties involved;
5. deviations (and reasons for deviation) from the above patterns, including physical conditions of relevant uranium facilities;
6. existence of any payments unaccounted for by previous or subsequent deliveries, or any payments to one party for merchandise delivered or swapped by another party;
7. sequence and timing of the arrangements; and
8. any other information relevant to the transaction or circumstances.



H. "Swaps" include, but are not limited to:

Ownership swaps - involve the exchange of ownership of any type of uranium product(s), without physical transfer. These may include exchange of ownership of uranium products in different countries, so that the parties obtain ownership of products located in different countries; or exchange of ownership of uranium products produced in different countries, so that the parties obtain ownership of products of different national origin.

Flag swaps - involve the exchange of indicia of national origin of uranium products, without any exchange of ownership.

Displacement swaps - involve the sale or delivery of any type of uranium product(s) from the Russian Federation to an intermediary country (or countries) which can be shown to have resulted in the ultimate delivery or sale into the United States of displaced uranium products of any type, regardless of the sequence of the transactions.

I. The Department will enter its determinations regarding circumvention into the record of the suspension agreement.

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## VIII. MONITORING

MINATOM and the Department will engage in a mutual exchange of such information as is necessary and appropriate to monitor the implementation of and compliance with the terms of this Agreement consistent with the Department's statutory and regulatory obligations. Notwithstanding the above, in cases where information cannot be provided by reason of national security, it is understood that the Department of Commerce will make a determination as to what is reasonable alternative information.

### A. Reporting of Data

Beginning on the effective date of this Agreement, MINATOM shall collect and provide to the Department the information set forth in the agreed format in Appendix B. All such information will be provided to the Department upon official request, but not more than two times a year unless such information is necessary for consultations. Such information will be subject to the verification provision identified in section VIII.C of this Agreement. The Department may disregard any information not submitted in a timely manner or any information which it is unable to verify to its satisfaction.

The Department shall provide semi-annual reports to MINATOM indicating the volume of imports of the subject merchandise to the United States, together with such additional information as is necessary and appropriate to monitor the implementation of this Agreement.

Both governments recognize that the effective monitoring of this Agreement may require that MINATOM provide information additional to that which is identified above. Accordingly, the Department may establish, with MINATOM's assistance, additional reporting requirements, as appropriate, during the course of this Agreement. The Department shall provide notice to MINATOM of any additional reporting requirements no later than 45 days prior to the period covered by such reporting requirements unless a shorter notice period is mutually agreed.

### B. Other Sources for Monitoring

The Department will review publicly-available data as well as Customs Form 7501, entry summaries, and other official import data from the Bureau of the Census, on a monthly basis, to determine whether there have been imports that are inconsistent with the provisions of this Agreement.

The Department will monitor Bureau of the Census DM-115 computerized records, which include the quantity and value of each entry. Because these records do not provide other specific entry information, such as the identity of the

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producer/exporter which may be responsible for such sales, the Department may request the U.S. Customs Service to provide such information. The Department may request other additional documentation from the U.S. Customs Service.

The Department may also request the U.S. Customs Service to direct ports of entry to forward an Antidumping Report of Importations for entries of the subject merchandise during the period this Agreement is in effect.

**C Verification**

MINATOM agrees to permit full verification of all information related to the administration of this Agreement, on an annual basis or more frequently, as the Department deems necessary to ensure full compliance with the terms of the Agreement.

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## IX. DISCLOSURE AND COMMENT

A. The Department shall make available to representatives of each party to the proceeding, under appropriately-drawn administrative protective orders consistent with the Department's Regulations, business proprietary information submitted to the Department semi-annually or upon request, and in any administrative review of this Agreement.

B. Not later than 30 days after the date of disclosure under Section D.L.A., the parties to the proceeding may submit written comments to the Department, not to exceed 30 pages.

C. During the anniversary month of this Agreement, each party to the proceeding may request a hearing on issues raised during the preceding Relevant Period. If such a hearing is requested, it will be conducted in accordance with section 751 of the Act (19 U.S.C. §1675) and applicable regulations.

## X CONSULTATIONS

A. MINATOM and the Department shall hold consultations regarding matters concerning the implementation, operation, or enforcement of this Agreement. Such consultations will be held each year during the anniversary month of this Agreement, except that in the initial year following the signing of the Agreement, consultations will be held semi-annually. Additional consultations may be held at any other time upon request of either MINATOM or the Department. Emergency consultations may be held in accordance with section XLA.

B. If either MINATOM or the Department discovers that substantial quantities of uranium product(s) not subject to this Agreement and produced from Russian ore are being exported to the United States, MINATOM and the Department will promptly enter into consultations to ensure that such exports to the United States are not undermining this Agreement.

C. If, for reasons unrelated to sales of Russian uranium, the market price determined under Section IV.C.1 of uranium products remains below U.S. \$13 per pound U<sub>3</sub>O<sub>8</sub> equivalent after September 30, 1993, or for any two consecutive periods thereafter, MINATOM and the Department will promptly enter into consultations in order to review the market situation and consider adjustments to the quota.

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## XL VIOLATIONS OF THE AGREEMENT

### A. Violation

"Violation" means noncompliance with the terms of this Agreement caused by an act or omission by MINATOM except, at the discretion of the Secretary, an act or omission which is inadvertent or inconsequential.

MINATOM will inform the Department of any violations which come to its attention and the action taken with respect thereto.

Imports in excess of the export limits set out in this Agreement shall not be considered a violation of this Agreement, or an indication the Agreement no longer meets the requirements of section 734(l) of the Act, where such imports are minimal in volume, are the result of technical shipping circumstances, and are applied against the export limits of the following year. Technical shipping circumstances that would result in a minimal volume of imports in excess of the export limits are, for example, those where the shipment of a full drum is required for safety factors and such amount is beyond the existing export limit.

Prior to making a determination of an alleged violation, the Department will engage in emergency consultations. Such consultations shall begin no later than 14 days from the day of request and shall provide for full review, but in no event will exceed 30 days. After consultations, the Department will provide MINATOM 10 days within which to provide comments. The Department will make a determination within 20 days.

### B. Appropriate Action

If the Department determines that this Agreement is being or has been violated, the Department will take such action as it determines is appropriate under section 734(l) of the Act and section 353.19 of the Department's Regulations.

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## XII. DURATION

In consideration of the role of long-term contracts in the uranium market, subject to the provisions of Section XIII of this Agreement and section 353.25 of the Department's regulations, the export limits provided for in Section IV of this Agreement shall remain in force from the effective date of this Agreement through October 15, 2000. Thereafter, the volume of exports to the United States of uranium products from Russia shall not be limited by the export limitations provided for in Section IV of this Agreement. For the period October 16, 2000, through October 15, 2002, both MINATOM and the Department will pay particular attention to the requirements for monitoring by MINATOM and the Department, as provided in Sections VI and VIII of this Agreement. Should such monitoring indicate that, in the absence of the export limits provided for in Section IV, this Agreement no longer prevents the suppression or undercutting of price levels of domestic products by imports of uranium products from Russia, as identified and discussed during consultations, the export limits set forth in Section IV may be reinstated within 30 days after completion of the consultations. If it is determined in subsequent consultations that the conditions that led to the reinstatement of the export limits provided for in Section IV no longer exist, such export limits shall not remain in force and the monitoring specified above shall resume.

The Department will, upon receiving a proper request no later than October 31, 2001, conduct an administrative review under Section 751 of the Act. The Department expects to terminate this Agreement and the underlying investigation no later than October 15, 2002, as long as the Russian Federation has not been found to have violated the Agreement in any substantive manner. Such review and termination shall be conducted consistent with section 353.25 of the Department's regulations.

MINATOM may terminate this Agreement at any time upon notice to the Department. Termination shall be effective 60 days after such notice is given to the Department. Upon termination at the request of MINATOM, the provisions of Section 734 of the Act shall apply.

If the Department has determined that a sufficient amount of time has elapsed between the effective date of this Agreement and the date of termination, the Department will follow the provisions of Sections XIII(b) or XIII(c) of this Agreement.

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## XIII. CONDITIONS

During the underlying investigation, the Department determined that the Russian Federation is a non-market economy country. Because the two governments share an interest in promoting the transformation of the Russian Federation into a market economy, the Department recognizes that it may determine during the life of this Agreement that the Russian uranium industry is a market-oriented-industry, or that the Russian Federation is a market economy country. In either event, the Department may:

- (a) Enter into a new suspension agreement under Section 734(b) or 734(c) of the Act; or
- (b) If the investigation was not completed under section 353.18(i) of the Department's regulations, afford MINATOM a full opportunity to submit new information, and take such information into account in reaching its final determination; or
- (c) If the investigation was completed under section 353.18(i), consider a request made no later than 30 days after termination of the Agreement to conduct a changed circumstances review under section 751(b).

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#### XIV. OTHER PROVISIONS

A. In entering into this Agreement, MINATOM does not admit that any sales of the merchandise subject to this Agreement have been made at less than fair value or that such sales have materially injured, or threatened material injury to, an industry or industries in the United States.

B. For all purposes hereunder, the Department and MINATOM shall be represented by, and all communications and notices shall be given and addressed to:

Department of Commerce Contact  
United States Department of Commerce  
Assistant Secretary for Import Administration  
International Trade Administration  
Washington, D.C. 20230

Ministry for Atomic Energy Contact  
Deputy Minister  
Moscow 109108  
Russia



**XV. EFFECTIVE DATE**

The effective date of this Agreement suspending the antidumping investigation on uranium from the Russian Federation is October 16, 1992.

The English language version of this Suspension Agreement shall be controlling.

Signed on this nineteenth day of October, 1992.

For the Russian Federation Ministry of Atomic Energy

*B. Ljub*  
and

Vladimir Lukin

His Excellency Ambassador of the Russian Federation

For U.S. Department of Commerce

Alan M. Dunn  
Alan M. Dunn  
Assistant Secretary for  
Import Administration

APPENDIX A: RUSSIAN FEDERATION

PRICE LEVEL	QUOTA IN MILLIONS OF POUNDS U <sub>3</sub> O <sub>8</sub>
\$13.00 - \$13.99	0.5
\$14.00 - \$14.99	0.7
\$15.00 - \$15.99	1.0
\$16.00 - \$16.99	1.4
\$17.00 - \$17.99	2.0
\$18.00 - \$18.99	2.3
\$19.00 - \$19.99	3.8
\$20.00 - \$20.99	4.8
\$21.00 and up	Unlimited U <sub>3</sub> O <sub>8</sub> ***

- Price is measured in U.S. \$/lbs. and is an observed price in the U.S. market as defined in the suspension agreement and reviewed every six months for adjustment.
- Quota levels are expressed in millions of pounds of U<sub>3</sub>O<sub>8</sub> equivalent as converted by the conversion formulae outlined in the suspension agreement.
- Russia may only export a quantity of LEU which contains a maximum of 10 - 12% of the U.S. enrichment market's annual demand under the sum of this quota plus the long-term contract mechanism quota.

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## APPENDIX B

In accordance with the established format, MINATOM shall collect and provide to the Department all information necessary to ensure compliance with this Agreement.

MINATOM will collect and maintain sales data to the United States and to countries other than the United States on a continuous basis and in the following agreed format. MINATOM will provide a narrative explanation to substantiate all data collected in accordance with the following format. MINATOM will also collect and provide data on the total quantity of home market sales, expressed in the units of measure sold. Unless such information is necessary for consultations, MINATOM will provide the information to the Department not more than two times a year. Unless otherwise specified in the official request, the information provided shall cover all sales for the six-month period identified in the official request. In response to an official request from the Department, MINATOM will provide the Department within 30 days all such information, unless otherwise mutually agreed.

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**REPORT OF INVENTORIES**

Report, by location, the inventories held by the Russian Federation in the United States and imported into the United States between the period beginning March 5, 1992, through the effective date of the Agreement.

1. **Quantity:** Indicate original units of measure (e.g. pounds U<sub>3</sub>O<sub>8</sub>, Kilograms U, etc.) and to pounds U<sub>3</sub>O<sub>8</sub> equivalent
2. **Location:** Identify where the inventory is currently being held. Provide the name and address for the location.
3. **Titled Party:** Name and address of party who legally has title to the merchandise.
4. **License Number(s):** Indicate the number(s) relating to each entry now being held in inventory
5. **Certificate Number(s):** Indicate the number(s) relating to each entry now being held in inventory
6. **Date of Original Export:** Date the export certificate is endorsed.
7. **Date of Entry:** Date the merchandise entered the United States or the date book transfer took place.
8. **Original Importer:** Name and address.
9. **Original Exporter:** Name and address.
10. **Complete Description of Merchandise:** Indicate lot numbers and other available identifying information.

## UNITED STATES SALES

1. License Number(s):  
Indicate the number(s) relating to each sale and/or entry.
2. Certificate Number(s):  
Indicate the number(s) relating to each sale and/or entry.
3. Complete Description of Merchandise:  
Indicate lot numbers and other available identifying documentation.
4. Quantity:  
Indicate units of measure sold and/or entered. e.g. pounds U.O., Kilograms U. etc.
5. Total Sales Value:  
Indicate currency used.
6. Unit Price:  
Indicate currency used.
7. Date of Sale:  
The date all terms of order are confirmed.
8. Sales Order Number(s):  
Indicate the number(s) relating to each sale and/or entry.
9. Date of Export:  
Date the export certificate is endorsed.
10. Date of Entry:  
Date the merchandise entered the United States or the date book transfer took place.
11. Importer of Record:  
Name and address.
12. Customer:  
Name and address.
13. Customer Relationship:  
Indicate whether related or unrelated.
14. Final Destination:  
Name and address of location for consumption in the United States, if known.
15. Other:  
i.e., used as collateral, will be re-exported, etc.

*Ad**B. M.*

**SALES OTHER THAN UNITED STATES**

1. License Number(s):	Indicate the number(s) relating to each sale and/or entry.
2. Certificate Number(s):	Indicate the number(s) relating to each sale and/or entry.
3. Quantity:	Indicate units of measure sold and/or entered, e.g., pounds U.S., Kilograms U., etc.
4. Date of Sale:	The date all terms of order are confirmed.
5. Sales Order Number(s):	Indicate the number(s) relating to each sale and/or entry.
6. Date of Export:	Date the export certificate is endorsed or the date as indicated in the bill-of-lading or a comparable transportation document.
7. Date of Entry:	Date the merchandise entered the United States or the date a book transfer took place.
8. Importer of Record:	Name and address.
9. Customer:	Name and address.
10. Customer Relationship:	Indicate whether related or unrelated.
11. Final Destination:	Name and address of location for consumption, if known.
12. Other:	... used as collateral, will be re-exported, etc.

