

SIT: VAX

IMMEDIATE<CLAS>UNCLASSIFIED<OSRI>RUEHC<DTG>250854Z NOV 92  
SECSTATE WASHDC  
OHTA/AMEMBASSY ALMA ATA IMMEDIATE 3109

*Nunn-Yugar  
draft agreement*

UNCLAS/NSC WASHDC IMMEDIATE 8507  
RUEAIIA/CIA WASHDC IMMEDIATE 9815  
RUEKJCS/JOINT STAFF WASHDC IMMEDIATE 4072

*\$ Nunn-Yugar -  
Kazakhstan*

<SUBJ> SSD: DRAFT AGREEMENTS FOR GOK REVIEW

<TEXT>

UNCLAS SECTION 01 OF 16 STATE 382698  
E.O. 12356: N/A  
TAGS: PARM PREL US KZ  
SUBJECT: SSD: DRAFT AGREEMENTS FOR GOK REVIEW  
REF: ALMA ATA 1989

1. IN ACCORDANCE WITH PARA 12 OF REFTTEL, TRANSMITTED  
HEREWITH ARE DRAFT SSD AGREEMENTS FOR REVIEW BY GOK  
OFFICIALS PRIOR TO THEIR PROPOSED DECEMBER 14-18 VISIT TO  
WASHINGTON. INCLUDED ARE THE EMERGENCY RESPONSE, EXPORT  
CONTROL, GOVERNMENT-TO-GOVERNMENT COMMUNICATIONS LINK,  
MATERIAL CONTROL AND ACCOUNTABILITY, AND UMBRELLA  
AGREEMENTS. EMBASSY IS REQUESTED TO PASS THESE DRAFTS TO  
APPROPRIATE GOK OFFICIALS AND TO INQUIRE WHETHER GOK HAS  
IDENTIFIED ANY ADDITIONAL AREAS OF POSSIBLE ASSISTANCE.

2. BEGIN TEXT OF EMERGENCY RESPONSE AGREEMENT.  
AGREEMENT BETWEEN THE DEPARTMENT OF DEFENSE OF THE UNITED  
STATES OF AMERICA AND THE MINISTRY OF ----- OF THE  
REPUBLIC OF KAZAKHSTAN CONCERNING THE PROVISION TO  
KAZAKHSTAN OF EMERGENCY RESPONSE EQUIPMENT AND RELATED  
TRAINING IN CONNECTION WITH THE REMOVAL OF NUCLEAR  
WARHEADS FROM KAZAKHSTAN FOR DESTRUCTION AND THE

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DESTRUCTION OF INTERCONTINENTAL BALLISTIC MISSILES AND  
THEIR SILO LAUNCHERS

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF  
AMERICA AND THE MINISTRY OF ----- OF KAZAKHSTAN  
HEREINAFTER REFERRED TO AS THE PARTIES,

DESIRING TO COOPERATE IN THE EXPANSION OF EMERGENCY  
RESPONSE CAPABILITIES IN CONNECTION WITH THE REMOVAL OF  
NUCLEAR WARHEADS FROM THE REPUBLIC OF KAZAKHSTAN FOR  
DESTRUCTION AND THE DESTRUCTION OF INTERCONTINENTAL  
BALLISTIC MISSILES, HEREINAFTER REFERRED TO AS ICBMS, AND  
THEIR SILO LAUNCHERS,

HAVE AGREED AS FOLLOWS:

ARTICLE I

1. IN ORDER TO ASSIST THE REPUBLIC OF KAZAKHSTAN IN  
THE EXPANSION OF EMERGENCY RESPONSE CAPABILITIES IN  
CONNECTION WITH THE REMOVAL OF NUCLEAR WARHEADS FROM THE  
REPUBLIC OF KAZAKHSTAN FOR DESTRUCTION AND THE DESTRUCTION  
OF ICBMS AND THEIR SILO LAUNCHERS, THE DEPARTMENT OF  
DEFENSE OF THE UNITED STATES OF AMERICA SHALL PROVIDE AT  
NO COST TO THE MINISTRY OF ----- OF THE REPUBLIC OF  
KAZAKHSTAN THE EMERGENCY NUCLEAR WEAPON ACCIDENT RESPONSE  
EQUIPMENT SPECIFIED IN THE ATTACHED ANNEX, WHICH IS AN  
INTEGRAL PART OF THIS AGREEMENT, TOGETHER WITH RELATED  
TRAINING AND TECHNICAL MANUALS. THIS EQUIPMENT SHALL  
CONFORM WITH THE TECHNICAL SPECIFICATIONS ESTABLISHED BY  
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA.

2. THE MINISTRY OF ----- OF THE REPUBLIC OF  
KAZAKHSTAN SHALL USE ALL MATERIAL, TRAINING, AND SERVICES  
PROVIDED IN ACCORDANCE WITH THIS AGREEMENT EXCLUSIVELY FOR  
THE PURPOSE OF EXPANDING EMERGENCY RESPONSE CAPABILITIES  
IN CONNECTION WITH THE REMOVAL OF NUCLEAR WARHEADS FROM  
THE REPUBLIC OF KAZAKHSTAN FOR DESTRUCTION AND THE

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ON OF ICBMS AND THEIR SILO LAUNCHERS.

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA AND THE UNITED STATES OF AMERICA SHALL NOT BE RESPONSIBLE FOR ENSURING EITHER THE PROPER USE OF MATERIAL, TRAINING, OR SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT OR FOR NOT ACHIEVING PLANNED RESULTS.

4. THIS AGREEMENT AND ALL ACTIVITIES UNDERTAKEN IN

- ED

ACCORDANCE WITH THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS OF THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF KAZAKHSTAN CONCERNING ASSISTANCE TO THE REPUBLIC OF KAZAKHSTAN IN THE DESTRUCTION OF INTERCONTINENTAL BALLISTIC MISSILES AND THEIR SILO LAUNCHERS, EMERGENCY RESPONSE, AND THE PREVENTION OF PROLIFERATION OF NUCLEAR WEAPONS OF -----, 1992.

ARTICLE II

1. EACH PARTY TO THIS AGREEMENT SHALL HAVE THE RIGHT, FOLLOWING WRITTEN NOTIFICATION TO THE OTHER PARTY TO DELEGATE RESPONSIBILITIES FOR THE IMPLEMENTATION OF THIS AGREEMENT TO OTHER AGENCIES DEPARTMENTS, OR UNITS OF THEIR RESPECTIVE GOVERNMENTS.

UNCLAS SECTION 02 OF 16 STATE 382698

E.O. 12356: N/A

TAGS: PARM PREL US KZ

SUBJECT: SSD: DRAFT AGREEMENTS FOR GOK REVIEW

2. EACH PARTY TO THIS AGREEMENT SHALL HAVE THE RIGHT, FOLLOWING WRITTEN NOTIFICATION TO THE OTHER PARTY, TO DESIGNATE TECHNICAL LIAISON REPRESENTATIVES FOR MATERIAL, TRAINING, AND SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

ARTICLE III

1. THE TOTAL COST TO THE UNITED STATES OF AMERICA OF MATERIAL, TRAINING, AND SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AND ASSOCIATED EXPENSES, INCLUDING COSTS RELATED TO THE TRANSPORTATION OF MATERIAL AND PERSONNEL TO AND FROM THE REPUBLIC OF KAZAKHSTAN, AND TO AND FROM THE UNITED STATES OF AMERICA, SHALL NOT EXCEED FIVE MILLION U.S. DOLLARS.

2. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA MAY, AT ITS DISCRETION, COMMENCE DELIVERY OF MATERIAL, TRAINING, AND SERVICES PURSUANT TO THIS AGREEMENT WITHIN EIGHT MONTHS UPON ITS ENTRY INTO FORCE.

3. ALL MATERIAL TO BE PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE DELIVERED TO ALMA ATA, UNLESS THE PARTIES OTHERWISE AGREE. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA OR ITS DESIGNATED AGENTS SHALL NOTIFY THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN OF THE PLANNED DATE OF EACH SHIPMENT AT LEAST 72 HOURS IN ADVANCE. THE MINISTRY OF ----- SHALL TAKE IMMEDIATE POSSESSION OF ALL SUCH MATERIAL UPON ITS ARRIVAL AT THE AIRPORT OR OTHER POINT OF ENTRY IN THE REPUBLIC OF KAZAKHSTAN.

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ARTICLE IV

THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN SHALL EXAMINE ALL MATERIAL RECEIVED PURSUANT TO THIS AGREEMENT AND PROVIDE CONFIRMATION TO THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA WITHIN TEN DAYS OF RECEIPT THAT IT CONFORMS WITH THE SPECIFICATIONS ESTABLISHED BY THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA AND MADE AVAILABLE IN ADVANCE TO THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN. ANY MATERIAL FAILING TO CONFORM WITH THESE SPECIFICATIONS SHALL BE RETURNED TO THE UNITED STATES OF AMERICA THROUGH

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OF THE UNITED STATES OF AMERICA AT ALMA ATA  
THIRTY DAYS OF RECEIPT FOR REPLACEMENT.

ARTICLE V

1. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA SHALL PROVIDE THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN WITH A SET OF TECHNICAL MANUALS AND INITIAL OPERATOR TRAINING ON THE EQUIPMENT IN ACCORDANCE WITH THE TERMS OF THIS ARTICLE. THE DELIVERY OF THE MANUALS AND TRAINING SHALL BE INTEGRATED, TO THE MAXIMUM EXTENT FEASIBLE, WITH THE DELIVERY OF THE EQUIPMENT SUCH THAT THE EQUIPMENT MAY BE OPERATED SAFELY AS SOON AS PRACTICAL AFTER IT IS DELIVERED.

2. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA MAY PROVIDE, AT ITS DISCRETION, TRAINING TO REPRESENTATIVES OF THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN RELATED TO THE OPERATION OF EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT IN A MAXIMUM OF FIVE PHASES:

(A) A TRAINING PROGRAM REVIEW PHASE DURING WHICH REPRESENTATIVES OF THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN MAY HAVE AN OPPORTUNITY TO REVIEW THE TRAINING PROGRAM AND SUGGEST MODIFICATIONS WHICH ADDRESS SPECIFIC NEEDS IN THE REPUBLIC OF KAZAKHSTAN. THIS PHASE OF TRAINING, IF UNDERTAKEN, WOULD BE CONDUCTED IN THE UNITED STATES OF AMERICA;

(B) AN INITIAL OPERATOR TRAINING PHASE DURING WHICH PERSONNEL OF THE REPUBLIC OF KAZAKHSTAN MAY BE TRAINED ON THE OPERATION OF EQUIPMENT. THIS PHASE OF TRAINING, IF UNDERTAKEN, WOULD BE CONDUCTED IN THE REPUBLIC OF KAZAKHSTAN;

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(C) A PERIODIC REVIEW TRAINING PHASE. THIS PHASE OF TRAINING, IF UNDERTAKEN, WOULD BE CONDUCTED IN EITHER THE REPUBLIC OF KAZAKHSTAN OR THE UNITED STATES OF AMERICA. AS AGREED BY THE PARTIES;

(D) AN UPDATE TRAINING PHASE, AS REQUIRED BY UNFORESEEN UNCLAS SECTION 03 OF 16 STATE 382698

E.O. 12356: N/A

TAGS: PARM PREL US KZ

SUBJECT: SSD: DRAFT AGREEMENTS FOR GOK REVIEW CIRCUMSTANCES OR EQUIPMENT MODIFICATIONS. THIS PHASE OF TRAINING, IF UNDERTAKEN, WOULD BE CONDUCTED IN EITHER THE REPUBLIC OF KAZAKHSTAN OR THE UNITED STATES OF AMERICA, AS AGREED BY THE PARTIES;

(E) A MAINTENANCE AND CALIBRATION TRAINING PHASE. THIS TRAINING MAY BE PROVIDED BY THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA UNTIL SUCH TIME AS THE REPRESENTATIVES OF THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN HAVE ACQUIRED SUFFICIENT FAMILIARITY WITH THE EQUIPMENT TO ASSUME RESPONSIBILITY FOR MAINTENANCE AND CALIBRATION AS DESCRIBED IN THIS AGREEMENT. THIS TRAINING, IF UNDERTAKEN, WOULD BE CONDUCTED IN THE ~~REPUBLIC OF KAZAKHSTAN.~~

ARTICLE VI

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA MAY PROVIDE, AT ITS DISCRETION, INITIAL MAINTENANCE AND CALIBRATION SERVICES. SPARE PARTS, AND REPAIR PARTS FOR THE OPERATION OF EQUIPMENT TO THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN FOR THE OPERATION OF EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT.

ARTICLE VII

AS APPROPRIATE, THE PARTIES MAY ENTER INTO ADDITIONAL IMPLEMENTING AGREEMENTS OR OTHER ARRANGEMENTS TO CARRY OUT THE PROVISIONS OF THIS AGREEMENT. IN CASE OF ANY INCONSISTENCY BETWEEN THIS AGREEMENT AND ANY SUCH ARRANGEMENTS, THE PROVISIONS OF THIS AGREEMENT SHALL

VIII

1. THIS AGREEMENT SHALL ENTER INTO FORCE UPON SIGNATURE AND SHALL REMAIN IN FORCE FOR TWO YEARS OR FOR THE DURATION OF THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF KAZAKHSTAN CONCERNING ASSISTANCE TO THE REPUBLIC OF KAZAKHSTAN IN THE ELIMINATION OF INTERCONTINENTAL BALLISTIC MISSILES AND THEIR SILO LAUNCHERS, EMERGENCY RESPONSE. AND THE PREVENTION OF PROLIFERATION OF NUCLEAR WEAPONS OF -----' 1992, WHICHEVER TERMINATES EARLIER.

2. THIS AGREEMENT MAY BE AMENDED OR EXTENDED BY THE WRITTEN AGREEMENT OF THE PARTIES AND MAY BE TERMINATED BY EITHER PARTY UPON NINETY DAYS WRITTEN NOTIFICATION TO THE OTHER PARTY OF ITS INTENTION TO DO SO.

DONE AT -----, THIS --- DAY OF -----, 1992. IN TWO COPIES, EACH IN THE ENGLISH AND RUSSIAN LANGUAGES, BOTH TEXTS BEING EQUALLY AUTHENTIC.

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA: KAZAKHSTAN:

FOR THE MINISTRY OF OF----- OF THE THE REPUBLIC OF

ANNEX TO THE AGREEMENT BETWEEN THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF ----- OF KAZAKHSTAN CONCERNING THE PROVISION TO KAZAKHSTAN OF EMERGENCY RESPONSE EQUIPMENT AND RELATED TRAINING IN CONNECTION WITH THE REMOVAL OF NUCLEAR WARHEADS FROM KAZAKHSTAN FOR DESTRUCTION AND THE ELIMINATION OF INTERCONTINENTAL BALLISTIC MISSILES AND THEIR SILO LAUNCHERS

IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT' THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA MAY PROVIDE THE FOLLOWING TYPES OF EQUIPMENT TO THE MINISTRY OF ----- OF THE THE REPUBLIC OF KAZAKHSTAN IN ORDER TO ASSIST THE REPUBLIC OF KAZAKHSTAN IN THE EXPANSION OF EMERGENCY RESPONSE CAPABILITIES IN CONNECTION WITH THE REMOVAL OF NUCLEAR WARHEADS FROM THE REPUBLIC OF KAZAKHSTAN FOR DESTRUCTION AND THE ELIMINATION OF ICBMS AND THEIR SILO LAUNCHERS:

- ITEM DESCRIPTION
- COMMUNICATION AND COMMAND AND CONTROL EQUIPMENT
- SETS OF VHF PORTABLE RADIO COMMUNICATIONS EQUIPMENT
- SETS OF PORTABLE COMMAND AND CONTROL COMPUTER

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EQUIPMENT PROTECTIVE CLOTHING UNCLAS SECTION 04 OF 16 STATE 382698

E.O. 12356: N/A

TAGS: PARM PREL US KZ

SUBJECT: SSD: DRAFT AGREEMENTS FOR GOK REVIEW

----SUITS OF PROTECTIVE CLOTHING, OF WHICH---TO SHOULD PROVIDE PROTECTION FOR PERSONNEL ENGAGED IN RESPONSE TO EMERGENCIES INVOLVING FIRE (TYPE(S) TO BE SELECTED FROM SAMPLES PROVIDED TO THE REPUBLIC OF KAZAKHSTAN FOR ITS REVIEW AND EVALUATION)

PERSONNEL DOSIMETRY EQUIPMENT

----POCKET IONIZATION CHAMBERS WITH RESETTING UNITS

AS NEEDED

SURVEY INSTRUMENTATION

--VIOLINIST III X-RAY AND GAMMA-RAY GROUND

CONTAMINATION DETECTION INSTRUMENT KITS (FIDLER WITH MULTI-CHANNEL ANALYZER)

--AIR SAMPLING MONITORS

DISPERSAL MODELING AND PREDICTION

--SIMPLE COMPUTER DISPERSAL MODELS WITH PERSONAL

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ART OF EMERGENCY RESPONSE AGREEMENT.  
BEGIN TEXT OF EXPORT CONTROL AGREEMENT.  
AGREEMENT BETWEEN THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN CONCERNING THE PROVISION OF ASSISTANCE TO KAZAKHSTAN RELATED TO THE ESTABLISHMENT OF EXPORT CONTROL SYSTEMS TO PREVENT THE PROLIFERATION OF WEAPONS OF MASS DESTRUCTION FROM KAZAKHSTAN

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF ----- OF KAZAKHSTAN. HEREINAFTER REFERRED TO AS THE PARTIES,  
DESIRING TO COOPERATE IN THE EXPANSION OF SAFEGUARDS AGAINST THE PROLIFERATION OF WEAPONS OF MASS DESTRUCTION FROM THE REPUBLIC OF KAZAKHSTAN, AND TECHNOLOGY AND EXPERTISE RELATED TO SUCH WEAPONS,  
HAVE AGREED AS FOLLOWS:

ARTICLE I

1. IN ORDER TO ASSIST THE REPUBLIC OF KAZAKHSTAN IN THE EXPANSION OF THE NATIONAL EXPORT CONTROL SYSTEM CAPABILITIES OF THE REPUBLIC OF KAZAKHSTAN TO PREVENT THE PROLIFERATION OF WEAPONS OF MASS DESTRUCTION FROM THE REPUBLIC OF KAZAKHSTAN, AND TECHNOLOGY AND EXPERTISE RELATED TO SUCH WEAPONS, THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA, AND ITS DESIGNATED AGENTS. SHALL PROVIDE AT NO COST TO THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN THE ASSISTANCE SPECIFIED IN THIS AGREEMENT, ACCORDING TO THE TERMS CONTAINED HEREIN. SPECIFICATIONS FOR EQUIPMENT PROVIDED UNDER THIS AGREEMENT SHALL BE ESTABLISHED BY THE DEPARTMENT OF DEFENSE OF THE UNITED STATES, IN CONSULTATION WITH THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN AND ITS DESIGNATED AGENTS.

2. THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN AND ITS DESIGNATED AGENTS SHALL USE ALL MATERIAL, TRAINING AND SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT EXCLUSIVELY FOR THE PURPOSE OF FACILITATING THE ESTABLISHMENT OF EXPORT CONTROL SYSTEMS TO PREVENT THE PROLIFERATION OF WEAPONS OF MASS DESTRUCTION FROM THE REPUBLIC OF KAZAKHSTAN, AND MATERIAL AND EXPERTISE RELATED TO SUCH WEAPONS.

3. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA AND THE UNITED STATES OF AMERICA SHALL NOT BE RESPONSIBLE FOR ENSURING EITHER THE PROPER USE OF MATERIAL, TRAINING OR SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT OR FOR ACHIEVING PLANNED RESULTS.

4. THIS AGREEMENT AND ALL ACTIVITIES UNDERTAKEN IN ACCORDANCE WITH THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS OF THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF KAZAKHSTAN CONCERNING ASSISTANCE TO THE REPUBLIC OF KAZAKHSTAN IN THE DESTRUCTION OF INTERCONTINENTAL BALLISTIC MISSILES AND THEIR SILO LAUNCHERS, EMERGENCY RESPONSE' AND THE PREVENTION OF PROLIFERATION OF WEAPONS OF MASS DESTRUCTION OF -----, 1992.

ARTICLE II

UNCLAS SECTION 05 OF 16 STATE 382698

E.O. 12356: N/A

TAGS: PARM PREL US KZ

SUBJECT: SSD: DRAFT AGREEMENTS FOR GOK REVIEW

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1. EACH PARTY TO THIS AGREEMENT SHALL HAVE THE RIGHT, FOLLOWING WRITTEN NOTIFICATION TO THE OTHER PARTY, TO DELEGATE RESPONSIBILITIES FOR THE IMPLEMENTATION OF THIS AGREEMENT TO OTHER AGENCIES DEPARTMENTS OR UNITS OF THEIR RESPECTIVE GOVERNMENTS.

2. EACH PARTY TO THIS AGREEMENT SHALL HAVE THE

FOLLOWING WRITTEN NOTIFICATION TO THE OTHER PARTY,  
SIGNATE TECHNICAL LIAISON REPRESENTATIVES FOR  
SERIAL TRAINING AND SERVICES PROVIDED PURSUANT TO THIS  
AGREEMENT.

ARTICLE III

1. THE TOTAL COST TO THE UNITED STATES OF AMERICA OF MATERIAL, TRAINING AND SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AND ASSOCIATED EXPENSES. INCLUDING COSPS RELATED TO THE TRANSPORTATION OF MATERIAL AND PERSONNEL TO AND FROM THE REPUBLIC OF KAZAKHSTAN. AND TO AND FROM THE UNITED STATES OF AMERICA. TO THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA SHALL NOT EXCEED ONE MILLION U.S. DOLLARS.

2. ALL MATERIAL TO BE PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE DELIVERED TO ALMA ATA, UNLESS THE PARTIES OTHERWISE AGREE. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA OR ITS DESIGNATED AGENTS SHALL NOTIFY THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN OR ITS DESIGNATED AGENTS OF THE PLANNED DATE OF EACH SHIPMENT AT LEAST 72 HOURS IN ADVANCE. THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN SHALL TAKE IMMEDIATE POSSESSION OF ALL SUCH MATERIAL UPON ITS ARRIVAL AT THE AIRPORT OR OTHER POINT OF ENTRY IN THE REPUBLIC OF KAZAKHSTAN.

ARTICLE IV

THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN OR ITS DESIGNATED AGENTS SHALL EXAMINE ANY MATERIAL RECEIVED PURSUANT TO THIS AGREEMENT AND PROVIDE CONFIRMATION TO THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA OR ITS DESIGNATED AGENTS WITHIN TEN DAYS OF RECEIPT THAT IT CONFORMS WITH THE SPECIFICATIONS ESTABLISHED BY THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA OR ITS DESIGNATED AGENTS AND MADE AVAILABLE IN ADVANCE TO THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN OR ITS DESIGNATED AGENTS. ANY MATERIAL FAILING TO CONFORM WITH THESE SPECIFICATIONS SHALL BE RETURNED TO THE UNITED STATES OF AMERICA THROUGH THE EMBASSY OF THE UNITED STATES OF AMERICA AT ALMA ATA WITHIN 30 DAYS OF RECEIPT FOR REPLACEMENT.

ARTICLE V

1. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA AND ITS DESIGNATED AGENTS MAY, AT THEIR DISCRETION, AND BASED ON THEIR ASSESSMENT OF THE REQUIREMENTS, TAKING INTO ACCOUNT THE RECOMMENDATIONS OF THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN AND ITS DESIGNATED AGENTS, PROVIDE ASSISTANCE TO THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN AND ITS DESIGNATED AGENTS IN ANY OR ALL OF THE FOLLOWING AREAS:

- A. BILATERAL AND MULTILATERAL POLICY AND TECHNICAL LEVEL DISCUSSIONS ON ESTABLISHING AND IMPLEMENTING MULTIPURPOSE EXPORT-CONTROL SYSTEMS;
- B. BILATERAL DISCUSSIONS AND ADVICE ON THE FEATURES OF SPECIFIC MULTILATERAL EXPORT CONTROL REGIMES AND THE TECHNICAL PARAMETERS OF THEIR CONTROLLED ITEMS;
- C. PARTICIPATION IN THE COORDINATING COMMITTEE (COCOM) COOPERATION FORUM AND OTHER MULTILATERAL ACTIVITIES;
- D. CLASSROOM AND ON-SITE TRAINING FOR LICENSING, ENFORCEMENT, AND RELATED OFFICIALS;
- E. IDENTIFYING ORGANIZATIONS AND ACTIVITIES IN THE REPUBLIC OF KAZAKHSTAN WHICH POSSESS, MANUFACTURE. OR HAVE THE POTENTIAL TO PRODUCE CONTROLLED ITEMS;
- F. PROVIDING EXPERTS TO ASSIST, AS APPROPRIATE, IN THE DRAFTING OF EXPORT-CONTROL LEGISLATION AND IMPLEMENTING REGULATIONS;
- G. EVALUATION AND IMPROVEMENT-OF-EXPORT-CONTROL

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PROGRAMS AND POLICIES; AND,  
SECTION 06 OF 16 STATE 382698  
12356: N/A

SGS: PARM PREL US KZ  
SUBJECT: SSD: DRAFT AGREEMENTS FOR GOK REVIEW  
H. COMPUTERIZED SYSTEMS AND RELATED TRAINING, TO  
IMPROVE TRACKING AND CONTROL OF CONTROLLED ITEMS AND  
TECHNOLOGY.

ARTICLE VI

AS APPROPRIATE, THE PARTIES MAY ENTER INTO  
IMPLEMENTING AGREEMENTS OR OTHER ARRANGEMENTS TO CARRY OUT  
THE PROVISIONS OF THIS AGREEMENT. IN CASE OF ANY  
INCONSISTENCY BETWEEN THIS AGREEMENT AND ANY SUCH  
AGREEMENTS OR ARRANGEMENTS, THE PROVISIONS OF THIS  
AGREEMENT SHALL PREVAIL.

ARTICLE VII

1. THIS AGREEMENT SHALL ENTER INTO FORCE UPON  
SIGNATURE AND SHALL REMAIN IN FORCE FOR TWO YEARS OR FOR  
THE DURATION OF THE AGREEMENT BETWEEN THE UNITED STATES OF  
AMERICA AND THE REPUBLIC OF KAZAKHSTAN CONCERNING  
ASSISTANCE TO THE REPUBLIC OF KAZAKHSTAN IN THE  
DESTRUCTION OF INTERCONTINENTAL BALLISTIC MISSILES AND  
THEIR SILO LAUNCHERS, EMERGENCY RESPONSE. AND THE  
PREVENTION OF PROLIFERATION OF WEAPONS OF MASS DESTRUCTION  
OF -----, 1992, WHICHEVER TERMINATES EARLIER.

2. THIS AGREEMENT MAY BE AMENDED OR EXTENDED BY THE  
WRITTEN AGREEMENT OF THE PARTIES AND MAY BE TERMINATED BY  
EITHER PARTY UPON NINETY DAYS WRITTEN NOTIFICATION TO THE  
OTHER PARTY OF ITS INTENTION TO DO SO.

DONE AT ----, THIS --- DAY OF -----, 1992, IN TWO  
COPIES, IN THE ENGLISH AND RUSSIAN LANGUAGES EACH BEING  
EQUALLY AUTHENTIC.

FOR THE DEPARTMENT  
OF DEFENSE OF THE UNITED  
STATES OF AMERICA:

FOR THE MINISTRY OF  
-----  
OF THE REPUBLIC OF  
KAZAKHSTAN:

END TEXT OF EXPORT CONTROL AGREEMENT.

4. BEGIN TEXT OF GOVERNMENT-TO-GOVERNMENT COMMUNICATIONS  
LINK (GGCL) AGREEMENT.  
AGREEMENT BETWEEN THE DEPARTMENT OF DEFENSE OF THE UNITED  
STATES OF AMERICA AND THE MINISTRY OF ----- OF THE  
REPUBLIC OF KAZAKHSTAN CONCERNING THE PROVISION TO THE  
REPUBLIC OF KAZAKHSTAN OF EQUIPMENT, SERVICES AND RELATED  
TRAINING FOR THE ESTABLISHMENT OF A  
GOVERNMENT-TO-GOVERNMENT COMMUNICATIONS LINK

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF  
AMERICA AND THE MINISTRY OF ----- OF THE REPUBLIC OF  
KAZAKHSTAN, HEREINAFTER REFERRED TO AS THE PARTIES,

DESIRING TO FACILITATE THE ESTABLISHMENT OF  
SAFEGUARDS AGAINST NUCLEAR WEAPONS PROLIFERATION FROM THE  
REPUBLIC OF KAZAKHSTAN THROUGH THE FULFILLMENT OF  
~~OBLIGATIONS OF THE REPUBLIC OF KAZAKHSTAN UNDER THE TREATY~~  
BETWEEN THE UNITED STATES OF AMERICA AND THE UNION OF  
SOVIET SOCIALIST REPUBLICS ON THE REDUCTION AND LIMITATION  
OF STRATEGIC OFFENSIVE ARMS OF JULY 31, 1991. HEREINAFTER  
REFERRED TO AS THE START TREATY, AND THE TREATY BETWEEN  
THE UNITED STATES OF AMERICA AND THE UNION OF SOVIET  
SOCIALIST REPUBLICS ON THE DESTRUCTION OF THEIR  
INTERMEDIATE-RANGE AND SHORTER-RANGE MISSILES OF DECEMBER  
7, 1987, HEREINAFTER REFERRED TO AS THE INF TREATY,  
HAVE AGREED AS FOLLOWS:

ARTICLE I

1. IN ORDER TO ASSIST THE REPUBLIC OF KAZAKHSTAN IN  
THE ESTABLISHMENT OF A GOVERNMENT-TO-GOVERNMENT  
COMMUNICATIONS LINK, HEREINAFTER REFERRED TO AS GGCL, FOR  
THE PURPOSE OF ESTABLISHING SAFEGUARDS AGAINST THE

ION OF NUCLEAR WEAPONS THROUGH FULFILLING  
IONS OF THE REPUBLIC OF KAZAKHSTAN UNDER THE START  
AND INF TREATY, THE DEPARTMENT OF DEFENSE OF THE  
UNITED STATES OF AMERICA, SHALL PROVIDE AT NO COST TO THE  
MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN THE  
EQUIPMENT SPECIFIED IN ANNEX A, WHICH IS AN INTEGRAL PART  
OF THIS AGREEMENT. TOGETHER WITH RELATED TECHNICAL MANUALS  
AND TRAINING. THIS EQUIPMENT SHALL CONFORM WITH THE  
TECHNICAL SPECIFICATIONS ESTABLISHED BY THE DEPARTMENT OF  
DEFENSE OF THE UNITED STATES OF AMERICA. ADDITIONAL  
REQUIREMENTS AND PROCEDURES RELATED TO THE OPERATION OF  
THIS EQUIPMENT ARE SPECIFIED IN ANNEX B, WHICH IS AN  
INTEGRAL PART OF THIS AGREEMENT.

UNCLAS SECTION 07 OF 16 STATE 382698

E.O. 12356: N/A

TAGS: PARM PREL US KZ

SUBJECT: SSD: DRAFT AGREEMENTS FOR GOK REVIEW

2. THE MINISTRY OF ----- OF THE REPUBLIC OF  
KAZAKHSTAN SHALL USE ALL MATERIAL, TRAINING AND SERVICES  
PROVIDED IN ACCORDANCE WITH THIS AGREEMENT EXCLUSIVELY FOR  
THE PURPOSE OF ESTABLISHING SAFEGUARDS AGAINST THE  
PROLIFERATION OF NUCLEAR WEAPONS THROUGH THE FULFILLMENT  
OF OBLIGATIONS UNDER THE START TREATY, THE INF TREATY. AND  
SUCH OTHER AGREEMENTS INVOLVING THE ESTABLISHMENT OF  
SAFEGUARDS AGAINST THE PROLIFERATION OF NUCLEAR WEAPONS AS  
THE PARTIES MAY AGREE.

3. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF  
AMERICA AND THE UNITED STATES OF AMERICA SHALL NOT BE  
RESPONSIBLE FOR ENSURING EITHER THE PROPER USE OF  
MATERIAL, TRAINING OR SERVICES PROVIDED IN ACCORDANCE WITH  
THIS AGREEMENT OR FOR ANY FAILURE TO ACHIEVE PLANNED  
RESULTS.

4. THIS AGREEMENT AND ALL ACTIVITIES UNDERTAKEN IN  
ACCORDANCE WITH THIS AGREEMENT SHALL BE SUBJECT TO THE  
PROVISIONS OF THE AGREEMENT BETWEEN THE UNITED STATES OF  
AMERICA AND THE REPUBLIC OF KAZAKHSTAN CONCERNING  
ASSISTANCE TO THE REPUBLIC OF KAZAKHSTAN IN THE  
DESTRUCTION OF INTERCONTINENTAL BALLISTIC MISSILES AND  
THEIR SILO LAUNCHERS, EMERGENCY RESPONSE, AND THE  
PREVENTION OF PROLIFERATION OF WEAPONS OF MASS DESTRUCTION  
OF -----, 1992.

#### ARTICLE II

1. EACH PARTY TO THIS AGREEMENT SHALL HAVE THE  
RIGHT, FOLLOWING WRITTEN NOTIFICATION OF THE OTHER PARTY,  
TO DELEGATE RESPONSIBILITIES FOR THE IMPLEMENTATION OF  
THIS AGREEMENT TO OTHER AGENCIES, DEPARTMENTS OR UNITS OF  
THEIR RESPECTIVE GOVERNMENTS.

2. EACH PARTY TO THIS AGREEMENT SHALL HAVE THE  
RIGHT, FOLLOWING WRITTEN NOTIFICATION OF THE OTHER PARTY  
TO DESIGNATE TECHNICAL LIAISON REPRESENTATIVES FOR  
MATERIAL, TRAINING AND SERVICES PROVIDED PURSUANT TO THIS  
AGREEMENT.

#### ARTICLE III

1. THE TOTAL COST TO THE DEPARTMENT OF DEFENSE OF  
THE UNITED STATES OF AMERICA OF MATERIAL, TRAINING AND  
SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AND  
ASSOCIATED EXPENSES, INCLUDING COSTS RELATED TO THE  
TRANSPORTATION OF MATERIAL AND PERSONNEL TO AND FROM THE  
REPUBLIC OF KAZAKHSTAN, AND TO AND FROM THE UNITED STATES  
OF AMERICA, SHALL NOT EXCEED 2.3 MILLION U.S. DOLLARS.

2. THE EQUIPMENT TO BE PROVIDED PURSUANT TO THIS  
AGREEMENT SHALL BE DELIVERED TO ALMA ATA, UNLESS THE  
PARTIES OTHERWISE AGREE. THE DEPARTMENT OF DEFENSE OF THE  
UNITED STATES OF AMERICA SHALL NOTIFY THE MINISTRY OF  
-----OF THE REPUBLIC OF KAZAKHSTAN OF THE PLANNED DATE OF  
EACH SHIPMENT AT LEAST 72 HOURS IN ADVANCE. THE MINISTRY



OF THE REPUBLIC OF KAZAKHSTAN SHALL TAKE  
POSSESSION OF SUCH MATERIAL UPON ITS ARRIVAL AT  
AIRPORT OR OTHER POINT OF ENTRY IN THE REPUBLIC OF  
KAZAKHSTAN.

ARTICLE IV

THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN SHALL EXAMINE ALL MATERIAL RECEIVED PURSUANT TO THIS AGREEMENT AND PROVIDE CONFIRMATION TO THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA WITHIN TEN DAYS OF RECEIPT THAT IT CONFORMS WITH THE SPECIFICATIONS ESTABLISHED BY THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA. ANY MATERIAL FAILING TO CONFORM WITH THESE SPECIFICATIONS SHALL BE RETURNED TO THE UNITED STATES OF AMERICA THROUGH THE EMBASSY OF THE UNITED STATES OF AMERICA AT ALMA ATA WITHIN 30 DAYS OF RECEIPT FOR REPLACEMENT.

ARTICLE V

1. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA SHALL PROVIDE THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN WITH A SET OF TECHNICAL MANUALS AND INITIAL OPERATOR TRAINING ON THE EQUIPMENT IN ACCORDANCE WITH THE TERMS OF THIS ARTICLE. THE DELIVERY OF THE MANUALS AND TRAINING SHALL BE INTEGRATED, TO THE MAXIMUM EXTENT FEASIBLE, WITH THE DELIVERY OF THE EQUIPMENT SUCH THAT THE EQUIPMENT MAY BE OPERATED PROPERLY AS SOON AS PRACTICAL AFTER IT IS DELIVERED.

2. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES  
UNCLAS SECTION 08 OF 16 STATE 382698

E.O. 12356: N/A

TAGS: PARM PREL US KZ

SUBJECT: SSD: DRAFT AGREEMENTS FOR GOK REVIEW  
OF AMERICA MAY PROVIDE, AT ITS DISCRETION, TRAINING TO REPRESENTATIVES OF THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN RELATED TO THE OPERATION OF EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT.

ARTICLE VI

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA MAY PROVIDE, AT ITS DISCRETION. INITIAL MAINTENANCE SERVICES, SPARE PARTS, AND REPAIR PARTS TO THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN FOR THE OPERATION OF EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT.

ARTICLE VII

AS APPROPRIATE, THE PARTIES MAY ENTER INTO IMPLEMENTING AGREEMENTS OR OTHER ARRANGEMENTS TO CARRY OUT THE PROVISIONS OF THIS AGREEMENT. IN CASE OF ANY INCONSISTENCY BETWEEN THIS AGREEMENT AND ANY SUCH ARRANGEMENTS OR AGREEMENTS. THE PROVISIONS OF THIS AGREEMENT SHALL PREVAIL.

ARTICLE VIII

1. THIS AGREEMENT SHALL ENTER INTO FORCE UPON SIGNATURE AND SHALL REMAIN IN FORCE FOR TWO YEARS OR FOR THE DURATION OF THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF KAZAKHSTAN CONCERNING ASSISTANCE TO THE REPUBLIC OF KAZAKHSTAN IN THE ELIMINATION OF INTERCONTINENTAL BALLISTIC MISSILES AND THEIR SILO LAUNCHERS, EMERGENCY RESPONSE, AND THE PREVENTION OF PROLIFERATION OF WEAPONS OF MASS DESTRUCTION OF -----, 1992, WHICHEVER TERMINATES EARLIER.

2. THIS AGREEMENT MAY BE AMENDED OR EXTENDED BY THE WRITTEN AGREEMENT OF THE PARTIES AND MAY BE TERMINATED BY EITHER PARTY UPON NINETY DAYS WRITTEN NOTIFICATION TO THE OTHER PARTY OF ITS INTENTION TO DO SO.

DONE AT ---, THIS --- DAY OF -----, 1992, IN TWO COPIES, EACH IN THE ENGLISH AND RUSSIAN LANGUAGES, BOTH TEXTS BEING EQUALLY AUTHENTIC.

FOR THE DEPARTMENT OF

FOR THE MINISTRY

OF THE UNITED  
OF AMERICA:

OF -----OF THE  
REPUBLIC  
OF KAZAKHSTAN:

ANNEX A TO THE AGREEMENT BETWEEN THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF -----  
OF THE REPUBLIC OF KAZAKHSTAN CONCERNING THE PROVISION TO  
THE REPUBLIC OF KAZAKHSTAN OF EQUIPMENT, SERVICES, AND  
RELATED TRAINING FOR THE ESTABLISHMENT OF A  
GOVERNMENT-TO-GOVERNMENT COMMUNICATIONS LINK  
(EQUIPMENT ANNEX)

IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT, THE  
DEPARTMENT OF DEFENSE OF THE UNITED STATES MAY PROVIDE THE  
FOLLOWING TYPES OF EQUIPMENT TO THE MINISTRY OF ----- OF  
THE REPUBLIC OF KAZAKHSTAN IN ORDER TO ASSIST THE REPUBLIC  
OF KAZAKHSTAN TO ESTABLISH A GGCL:

ITEM DESCRIPTION

WORK STATIONS CONSISTING OF PERSONAL COMPUTERS.  
FACSIMILE MACHINES AND PRINTERS.  
MODEMS AND ASSOCIATED COMMUNICATIONS EQUIPMENT.  
SPARES AND APPROPRIATE REPAIR PARTS' AND SYSTEM  
SOFTWARE.

ENCRYPTION MATERIALS.

SERVICES DESCRIPTION

INITIAL OPERATION AND MAINTENANCE TRAINING.  
INSTALLATION INSTRUCTIONS.  
TRAINING MANUALS.

ANNEX B TO THE AGREEMENT BETWEEN THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF -----  
OF THE REPUBLIC OF KAZAKHSTAN CONCERNING THE PROVISION TO  
THE REPUBLIC OF KAZAKHSTAN OF EQUIPMENT, SERVICES, AND  
RELATED TRAINING FOR HE ESTABLISHMENT OF A  
GOVERNMENT-TO-GOVERNMENT COMMUNICATIONS LINK

UNCLAS SECTION 09 OF 16 STATE 382698

E.O. 12356: N/A

TAGS: PARM PREL US KZ

SUBJECT: SSD: DRAFT AGREEMENTS FOR GOK REVIEW  
(OPERATIONS ANNEX)

IN ORDER TO ESTABLISH A GGCL IN ACCORDANCE WITH THE  
TERMS OF THE AGREEMENT, THE PARTIES HAVE AGREED AS  
FOLLOWS:

ARTICLE I

1. THE PARTIES SHALL ESTABLISH, ORGANIZE, AND  
MAINTAIN TWO GGCL CHANNELS TO BE USED FOR DIRECT  
COMMUNICATIONS BETWEEN THE UNITED STATES AND THE REPUBLIC  
OF KAZAKHSTAN, WHICH SHALL HAVE THE CAPABILITY TO TRANSMIT  
AND RECEIVE START AND INF NOTIFICATIONS AND INFORMATION.

2. THE FOLLOWING OPERATIONAL REQUIREMENTS SHALL  
APPLY TO THE GGCL:

A. THE GGCL SHALL CONSIST OF TWO CONTINUOUSLY MANNED  
COMMUNICATIONS CENTERS AND SHALL HAVE THE CAPABILITY OF  
COMMUNICATING BOTH TEXT AND GRAPHICS.

B. TO MAINTAIN HIGH RELIABILITY, THE GGCL SHALL USE  
~~TWO DEDICATED SATELLITE CHANNELS~~ FOR TRANSMISSION OF  
MESSAGES.

C. ALL COMMUNICATIONS THROUGH THE GGCL SHALL BE  
ENCRYPTED TO PREVENT UNAUTHORIZED THIRD PARTY ACCESS TO  
THE MESSAGES SENT BETWEEN THE PARTIES.

3. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES  
MAY PROVIDE ASSISTANCE IN SETTING UP THE GGCL AND MAY ALSO  
PROVIDE INITIAL TRAINING AND MAINTENANCE; THE MINISTRY OF  
----- OF THE REPUBLIC OF KAZAKHSTAN SHALL BE RESPONSIBLE  
FOR STAFFING AND MAINTAINING ITS PORTION OF THE GGCL  
INCLUDING ITS GROUND STATIONS AND LAND LINE CIRCUITRY  
SYSTEMS, AND FOR PAYING FOR ONE OF THE SATELLITE CHANNELS.

ARTICLE II

1. IN ORDER TO ESTABLISH AND MAINTAIN GGCL TEXT AND

FACSIMILE OPERATION, EACH PARTY SHALL:

A. BE RESPONSIBLE FOR PROVIDING ITS OWN LOCAL

TRANSMISSION CIRCUITS AND ONE SATELLITE CHANNEL;

B. BE RESPONSIBLE FOR THE INSTALLATION.

OPERATION AND MAINTENANCE OF ITS OWN WORK STATIONS,  
MODEMS, ASSOCIATED COMMUNICATIONS EQUIPMENT, EARTH  
STATIONS, AND LOCAL TRANSMISSION CIRCUITS;

C. PROVIDE COMMUNICATIONS CIRCUITS CAPABLE OF  
SIMULTANEOUSLY TRANSMITTING AND RECEIVING 4800 BITS PER  
SECOND;

2. COMMUNICATIONS THROUGH THE GGCL SHALL BEGIN WITH  
TEST OPERATION OF THE CIRCUITS AS SOON AS TECHNICALLY  
PRACTICAL. THEREAFTER, THE PARTIES SHALL AGREE ON A  
SCHEDULE FOR THE TRANSITION TO A FULLY OPERATIONAL STATUS.

3. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES  
SHALL PROVIDE, THROUGH THE EMBASSY OF THE UNITED STATES IN  
ALMA ATA, THE NECESSARY KEYING MATERIAL FOR USE BY BOTH

PARTIES.

#### ARTICLE III

1. IN ORDER TO ESTABLISH AND MAINTAIN A SECURE  
ORDERWIRE COMMUNICATIONS CAPABILITY TO COORDINATE TEXT AND  
MESSAGE FACSIMILE OPERATION, THE PARTIES SHALL ENSURE  
THAT:

A. TO COORDINATE THE WORK OF OPERATORS. THE  
ORDERWIRE IS CONFIGURED SO AS TO PERMIT. PRIOR TO THE  
TRANSMISSION AND RECEPTION OF MESSAGES, THE EXCHANGE OF  
ALL INFORMATION PERTINENT TO THE COORDINATION OF SUCH  
MESSAGES;

B. ORDERWIRE MESSAGES CONCERNING TRANSMISSIONS  
ARE ENCODED;

C. THE ORDERWIRE USES THE SAME MODEM AND  
COMMUNICATIONS LINK AS USED FOR TEXT AND FACSIMILE MESSAGE  
TRANSMISSIONS;

D. THE PRINTER, PROVIDED WITH THE WORK STATIONS,  
IS USED TO PROVIDE A RECORD COPY OF ALL INFORMATION  
EXCHANGED ON THE ORDERWIRE AS WELL AS FOR RECEIVING TEXT  
MESSAGES.

UNCLAS SECTION 10 OF 16 STATE 382698

E.O. 12356: N/A

TAGS: PARM PREL US KZ

SUBJECT: SSD: DRAFT AGREEMENTS FOR GOK REVIEW

2. DIRECT TEXT AND FACSIMILE MESSAGES FROM THE  
REPUBLIC OF KAZAKHSTAN TO THE UNITED STATES SHALL BE  
TRANSMITTED AND RECEIVED IN THE RUSSIAN LANGUAGE, AND FROM  
THE UNITED STATES TO THE REPUBLIC OF KAZAKHSTAN IN THE  
ENGLISH LANGUAGE.

#### ARTICLE IV

THE PARTIES SHALL TAKE ALL APPROPRIATE MEASURES TO  
ASSURE THE CONTINUOUS, SECURE, AND RELIABLE OPERATION OF  
THE GGCL AND ALL RELATED EQUIPMENT INCLUDING THE  
ORDERWIRE, FOR WHICH EACH PARTY IS RESPONSIBLE.

#### ARTICLE V

AS APPROPRIATE, THE PARTIES MAY, BY MUTUAL AGREEMENT,  
CONVENE MEETINGS OF SYSTEM OPERATORS AND TECHNICAL EXPERTS  
OF THE PARTIES TO CONSIDER OPERATIONAL AND TECHNICAL  
ISSUES RELATED TO THE INITIAL IMPLEMENTATION OF THIS ANNEX  
AND, THEREAFTER, FOR THE PURPOSE OF IMPROVING  
TELECOMMUNICATIONS AND INFORMATION TECHNOLOGY RELATED TO  
THE IMPLEMENTATION OF THIS AGREEMENT.  
END TEXT OF GGCL AGREEMENT.

5. BEGIN TEXT OF MATERIAL CONTROLS AND ACCOUNTING (MC AND  
A) AGREEMENT.

AGREEMENT BETWEEN THE DEPARTMENT OF DEFENSE OF THE UNITED  
STATES OF AMERICA AND THE MINISTRY OF -----OF THE  
REPUBLIC OF KAZAKHSTAN CONCERNING CONTROL, ACCOUNTING, AND

PROTECTION OF NUCLEAR MATERIAL TO PROMOTE THE  
PREVENTION OF NUCLEAR WEAPONS PROLIFERATION FROM THE  
REPUBLIC OF KAZAKHSTAN

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF  
AMERICA AND THE MINISTRY OF ----- OF THE REPUBLIC OF  
KAZAKHSTAN, HEREINAFTER REFERRED TO AS THE PARTIES,  
NOTING THAT THE REPUBLIC OF KAZAKHSTAN WILL TAKE ALL  
MEASURES TO ACHIEVE THE STATUS OF A NON-NUCLEAR WEAPONS  
STATE,

DESIRING TO FACILITATE CONTROL, ACCOUNTING AND  
PHYSICAL PROTECTION OF NUCLEAR MATERIAL USED FOR PEACEFUL  
PURPOSES IN THE REPUBLIC OF KAZAKHSTAN IN ORDER TO ASSIST  
IN THE PREVENTION OF NUCLEAR WEAPONS PROLIFERATION.

HAVE AGREED AS FOLLOWS:

ARTICLE I

1. IN ORDER TO ASSIST THE REPUBLIC OF KAZAKHSTAN IN  
THE CREATION OF A NATIONAL SYSTEM FOR THE PREVENTION OF  
NUCLEAR WEAPONS PROLIFERATION THROUGH CONTROL, ACCOUNTING,  
AND PHYSICAL PROTECTION OF NUCLEAR MATERIAL USED FOR  
PEACEFUL PURPOSES, THE DEPARTMENT OF DEFENSE OF THE UNITED  
STATES OF AMERICA, OR ITS DESIGNATED AGENT, SHALL PROVIDE  
AT NO COST TO THE MINISTRY OF ----- OF THE REPUBLIC OF  
KAZAKHSTAN, OR ITS DESIGNATED AGENT, TECHNICAL ASSISTANCE  
IN THE FORM OF EQUIPMENT, PROPERTY, SUPPLIES, SYSTEMS  
SUPPORT, TRAINING AND SERVICES, IN ACCORDANCE WITH THE  
TERMS OF THIS AGREEMENT AND CONFORMING TO TECHNICAL  
SPECIFICATIONS ESTABLISHED BY THE UNITED STATES OF AMERICA.

2. THE MINISTRY OF ----- OF THE REPUBLIC OF  
KAZAKHSTAN SHALL USE ALL EQUIPMENT, PROPERTY, SUPPLIES,  
SYSTEMS SUPPORT, TRAINING, AND SERVICES PROVIDED IN  
ACCORDANCE WITH THIS AGREEMENT EXCLUSIVELY FOR THE PURPOSE  
OF PROVIDING EFFECTIVE MEASURES OF CONTROL, ACCOUNTING AND  
PHYSICAL PROTECTION OF NUCLEAR MATERIAL IN USE, TRANSIT OR  
STORAGE, IN ORDER TO PROMOTE THE PREVENTION OF NUCLEAR  
WEAPONS PROLIFERATION.

3. IN IMPLEMENTING THIS AGREEMENT, THE DEPARTMENT OF  
DEFENSE OF THE UNITED STATES OF AMERICA, OR ITS DESIGNATED  
AGENT, SHALL TAKE INTO ACCOUNT THE RECOMMENDATIONS OF THE  
MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN, OR ITS  
DESIGNATED AGENT, AND THE RESULTS OF TECHNICAL DISCUSSIONS  
BETWEEN THE PARTIES. UPON AGREEMENT BY THE PARTIES, JOINT  
WORKING GROUPS OF TECHNICAL EXPERTS MAY BE ESTABLISHED TO  
EXCHANGE TECHNICAL INFORMATION AND TO ADVISE THE PARTIES  
WITH RESPECT TO TECHNICAL ISSUES RELATED TO THE EFFECTIVE  
IMPLEMENTATION OF THE AGREEMENT.

4. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF  
AMERICA AND THE UNITED STATES OF AMERICA SHALL NOT BE  
RESPONSIBLE FOR ENSURING EITHER THE PROPER USE OF  
EQUIPMENT, PROPERTY, SUPPLIES, SYSTEMS SUPPORT, TRAINING,  
UNCLAS SECTION 11 OF 16 STATE 382698

E.O. 12356: N/A

TAGS: PARM PREL US KZ

SUBJECT: SSD: DRAFT AGREEMENTS FOR GOK REVIEW  
OR SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT OR  
FOR ACHIEVING PLANNED RESULTS.

5. THIS AGREEMENT AND ALL ACTIVITIES UNDERTAKEN IN  
ACCORDANCE WITH THIS AGREEMENT SHALL BE SUBJECT TO THE  
PROVISIONS OF THE AGREEMENT BETWEEN THE UNITED STATES OF  
AMERICA AND THE REPUBLIC OF KAZAKHSTAN CONCERNING  
ASSISTANCE TO THE REPUBLIC OF KAZAKHSTAN IN THE  
DESTRUCTION OF INTERCONTINENTAL BALLISTIC MISSILES AND  
THEIR SILO LAUNCHERS, EMERGENCY RESPONSE, AND THE  
PREVENTION OF PROLIFERATION OF WEAPONS OF MASS DESTRUCTION  
OF -----, 1992.

ARTICLE II

1. EACH PARTY TO THIS AGREEMENT SHALL HAVE THE

FOLLOWING WRITTEN NOTIFICATION TO THE OTHER PARTY,  
DELEGATE RESPONSIBILITIES FOR THE IMPLEMENTATION OF  
AGREEMENT TO OTHER AGENCIES, DEPARTMENTS OR UNITS OF  
THEIR RESPECTIVE GOVERNMENTS.

2. EACH PARTY TO THIS AGREEMENT SHALL HAVE THE  
RIGHT, FOLLOWING WRITTEN NOTIFICATION TO THE OTHER PARTY'  
TO DESIGNATE TECHNICAL LIAISON REPRESENTATIVES FOR  
EQUIPMENT, PROPERTY, SUPPLIES, SYSTEMS SUPPORT, TRAINING  
AND SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

ARTICLE III

1. THE TOTAL COST TO THE DEPARTMENT OF DEFENSE OF  
THE UNITED STATES OF AMERICA OF ALL EQUIPMENT, PROPERTY,  
SUPPLIES, SYSTEMS SUPPORT, TRAINING AND SERVICES PROVIDED  
PURSUANT TO THIS AGREEMENT AND ASSOCIATED EXPENSES,  
INCLUDING COSTS RELATED TO THE TRANSPORTATION OF  
EQUIPMENT, PROPERTY, SUPPLIES, SYSTEMS SUPPORT AND  
PERSONNEL TO AND FROM THE REPUBLIC OF KAZAKHSTAN, AND TO  
AND FROM THE UNITED STATES, SHALL NOT EXCEED -- MILLION  
U.S. DOLLARS.

2. THE EQUIPMENT, PROPERTY, SUPPLIES, SYSTEMS  
SUPPORT, TRAINING AND SERVICES TO BE PROVIDED TO THE  
MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN, OR ITS  
DESIGNATED AGENT, PURSUANT TO THIS AGREEMENT IN ORDER TO  
ASSIST IN THE PREVENTION OF NUCLEAR WEAPONS PROLIFERATION  
MAY INCLUDE, AT THE DISCRETION OF THE DEPARTMENT OF  
DEFENSE OF THE UNITED STATES OF AMERICA, OR ITS DESIGNATED  
AGENT, CONSULTATIONS AND TECHNICAL ASSISTANCE RELATED TO  
THE FOLLOWING:

A. DEVELOPMENT AND IMPLEMENTATION OF REGULATORY  
PROGRAMS FOR MATERIAL CONTROL AND ACCOUNTING AND FOR  
PHYSICAL PROTECTION, INCLUDING TECHNICAL ASSISTANCE IN  
DRAFTING REGULATIONS AND GUIDELINES, AND IN DEVELOPING  
LICENSING REVIEW AND INSPECTION PROCEDURES AND PROGRAMS,  
AND ASSOCIATED TRAINING FOR REGULATORY PERSONNEL;

B. DEVELOPMENT AND IMPLEMENTATION OF A NATIONAL  
TRACKING AND REPORTING SYSTEM FOR NUCLEAR MATERIAL;

C. DEVELOPMENT AND IMPLEMENTATION OF A PROGRAM  
OF TECHNICAL SUPPORT FOR NATIONAL REGULATORY PROGRAMS AND  
FOR FACILITY MATERIAL CONTROL AND ACCOUNTING AND PHYSICAL  
PROTECTION SYSTEMS, INCLUDING ASSISTANCE IN THE AREAS OF  
IMPLEMENTING NUCLEAR MATERIAL MEASUREMENT METHODS AND  
PROVIDING APPROPRIATE INSTRUMENTATION, PHYSICAL PROTECTION  
EQUIPMENT AND SYSTEMS, AND ASSOCIATED TRAINING PROGRAMS;

D. DEVELOPMENT AND IMPLEMENTATION OF NUCLEAR  
MATERIAL CONTROL AND ACCOUNTING AND PHYSICAL PROTECTION  
SYSTEMS AT FACILITIES, INCLUDING TECHNICAL ASSISTANCE IN  
SYSTEM DESIGN, INTEGRATION, TEST AND EVALUATION,  
INSTALLATION, AND IMPLEMENTATION;

E. PROVISION AND INSTALLATION OF EQUIPMENT,  
INCLUDING APPROPRIATE COMPUTER HARDWARE AND SOFTWARE, FOR  
BOTH NATIONAL AND FACILITY LEVELS MATERIAL CONTROL AND  
ACCOUNTING AND PHYSICAL PROTECTION SYSTEMS. AND ASSOCIATED  
TRAINING FOR FACILITY OPERATING AND REGULATORY PERSONNEL;

F. EVALUATION OF FACILITY MATERIAL CONTROL AND  
ACCOUNTING AND PHYSICAL PROTECTION SYSTEM PERFORMANCE, AND  
THE DEVELOPMENT AND IMPLEMENTATION OF SYSTEM ENHANCEMENTS  
BASED ON THE RESULTS OF SUCH EVALUATIONS.

3. ALL EQUIPMENT, PROPERTY, SUPPLIES AND SYSTEMS  
SUPPORT TO BE PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE  
DELIVERED TO ALMA ATA, UNLESS THE PARTIES OTHERWISE  
AGREE. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF  
AMERICA OR ITS DESIGNATED AGENT SHALL NOTIFY THE MINISTRY  
OF ----- OF THE REPUBLIC OF KAZAKHSTAN, OR ITS DESIGNATED  
UNCLAS SECTION 12 OF 16 STATE 382698

E.O. 12356: N/A

TAGS: PARM PREL US KZ

OSD: DRAFT AGREEMENTS FOR GOK REVIEW

THE PLANNED DATE OF EACH SHIPMENT AT LEAST 7 ADVANCE. THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN, OR ITS DESIGNATED AGENT, SHALL TAKE IMMEDIATE POSSESSION OF ALL SUCH EQUIPMENT, PROPERTY, SUPPLIES AND SYSTEMS SUPPORT UPON ITS ARRIVAL AT THE AIRPORT OR OTHER POINT OF ENTRY IN THE REPUBLIC OF KAZAKHSTAN.

4. NEITHER THE GOVERNMENT OF THE UNITED STATES OF AMERICA NOR ANY OF ITS INSTRUMENTALITIES, AGENTS OR CONTRACTORS SHALL BE RESPONSIBLE FOR PROVIDING OR BEARING THE COST OF ANY KAZAKHSTANI GOODS AND SERVICES. INCLUDING SITE PREPARATION OR FACILITY MODIFICATION, ASSOCIATED WITH THE INSTALLATION OR IMPLEMENTATION OF ANY EQUIPMENT OR OTHER ASSISTANCE PROVIDED UNDER TERMS OF THIS AGREEMENT. WHERE SUCH SITE PREPARATION OR FACILITY MODIFICATION IS REQUIRED, THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN SHALL BE SOLELY RESPONSIBLE FOR PERFORMING AND BEARING THE COST OF THE WORK CONSISTENT WITH SPECIFICATIONS AND SCHEDULES AGREED UPON BY THE PARTIES.

5. THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN SHALL BE SOLELY RESPONSIBLE FOR THE SALARIES OF ALL KAZAKHSTANI PERSONNEL INVOLVED IN ANY ACTIVITY UNDERTAKEN PURSUANT TO THIS AGREEMENT. SALARIES FOR KAZAKHSTANI PERSONNEL PARTICIPATING IN ANY TRAINING OR ROTATIONAL ASSIGNMENTS PROVIDED FOR UNDER THIS AGREEMENT SHALL REMAIN THE SOLE RESPONSIBILITY OF THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN; TRAVEL COSTS AND OTHER EXPENSES OF KAZAKHSTANI PERSONNEL PARTICIPATING IN SUCH TRAINING OR ROTATIONAL ASSIGNMENTS OR WORKING GROUP MEETINGS IN THE UNITED STATES OF AMERICA MAY BE PAID BY THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA.

6. CONSISTENT WITH THE TERMS OF THIS AGREEMENT. THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA OR ITS DESIGNATED AGENT, IN CONSULTATION WITH THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN, MAY REVISE THE TYPE AND AMOUNT OF ASSISTANCE TO BE PROVIDED UNDER THIS AGREEMENT AND RELATED SCHEDULES FOR THE DELIVERY OF SUCH ASSISTANCE. FURTHER, THE SCOPE AND SCHEDULE OF THE ASSISTANCE TO THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN UNDER THIS AGREEMENT ARE CONTINGENT UPON THE AVAILABILITY OF KAZAKHSTANI RESOURCES REQUIRED FOR THE LEVEL OF EFFORT CONTEMPLATED FOR ASSISTANCE BY THE UNITED STATES OF AMERICA.

7. IN ORDER TO FACILITATE THE EFFECTIVE IMPLEMENTATION OF THIS AGREEMENT, THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN SHALL PROVIDE REPRESENTATIVES OF THE UNITED STATES OF AMERICA ACCESS TO ALL FACILITIES AND TO ALL INFORMATION, INCLUDING DRAWINGS AND LAYOUTS, MAPS, FLOW DIAGRAMS, NUCLEAR MATERIAL INVENTORY DATA, AND PROCEDURES WHICH ARE RELEVANT TO THE DESIGN AND IMPLEMENTATION OF MATERIAL CONTROL AND ACCOUNTING AND PHYSICAL PROTECTION SYSTEMS AND REGULATORY PROGRAMS.

#### ARTICLE IV

THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN SHALL EXAMINE ALL EQUIPMENT, PROPERTY, SUPPLIES AND SYSTEMS SUPPORT RECEIVED PURSUANT TO THIS AGREEMENT AND PROVIDE CONFIRMATION TO THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA WITHIN TEN DAYS OF RECEIPT THAT IT CONFORMS WITH THE SPECIFICATIONS DEVELOPED BY THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA, IN CONSULTATION WITH THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN, AND MADE AVAILABLE IN ADVANCE TO THE MINISTRY OF ----- OF THE REPUBLIC OF KAZAKHSTAN. ANY EQUIPMENT, PROPERTY, SUPPLIES OR SYSTEMS SUPPORT FAILING TO CONFORM WITH THESE SPECIFICATIONS SHALL BE RETURNED TO THE UNITED STATES OF AMERICA THROUGH THE EMBASSY OF THE UNITED STATES

... AT ALMA ATA WITHIN THIRTY DAYS OF RECEIPT FOR  
... ENT.

... LE V  
AS APPROPRIATE, THE PARTIES MAY ENTER INTO  
...PLEMENTING AGREEMENTS OR OTHER ARRANGEMENTS TO CARRY OUT  
THE PROVISIONS OF THIS AGREEMENT. IN CASE OF ANY  
INCONSISTENCY BETWEEN THIS AGREEMENT AND ANY SUCH  
AGREEMENTS OR ARRANGEMENTS, THE PROVISIONS OF THIS  
AGREEMENT SHALL PREVAIL.

ARTICLE VI

1. THIS AGREEMENT SHALL ENTER INTO FORCE UPON  
SIGNATURE AND SHALL REMAIN IN FORCE FOR FIVE YEARS OR FOR  
THE DURATION OF THE AGREEMENT BETWEEN THE UNITED STATES OF  
AMERICA AND THE REPUBLIC OF KAZAKHSTAN CONCERNING  
UNCLAS SECTION 13 OF 16 STATE 382698

E.O. 12356: N/A

TAGS: PARM PREL US KZ

SUBJECT: SSD: DRAFT AGREEMENTS FOR GOK REVIEW  
ASSISTANCE TO THE REPUBLIC OF KAZAKHSTAN IN THE  
DESTRUCTION OF INTERCONTINENTAL BALLISTIC MISSILES AND  
THEIR SILO LAUNCHERS, EMERGENCY RESPONSE, AND THE  
PREVENTION OF PROLIFERATION OF WEAPONS OF MASS DESTRUCTION  
OF -----, 1992, WHICHEVER TERMINATES EARLIER.

2. THIS AGREEMENT MAY BE AMENDED OR EXTENDED BY  
THE WRITTEN AGREEMENT OF THE PARTIES AND MAY BE TERMINATED  
BY EITHER PARTY UPON NINETY DAYS WRITTEN NOTIFICATION TO  
THE OTHER PARTY OF ITS INTENTION TO DO SO.

DONE AT -----, THIS --- DAY OF -----, 1992, IN TWO  
COPIES EACH, IN THE ENGLISH AND RUSSIAN LANGUAGES, BOTH  
TEXTS BEING EQUALLY AUTHENTIC.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF  
AMERICA:

FOR THE MINISTRY  
OF ----- OF THE  
REPUBLIC OF KAZAKHSTAN:

END TEXT OF MC AND A AGREEMENT

6. BEGIN TEXT OF UMBRELLA AGREEMENT.  
AGREEMENT BETWEEN THE REPUBLIC OF KAZAKHSTAN AND THE  
UNITED STATES OF AMERICA CONCERNING THE DESTRUCTION OF  
INTERCONTINENTAL BALLISTIC MISSILES AND THEIR SILO  
LAUNCHERS. EMERGENCY RESPONSE, AND THE PREVENTION OF  
PROLIFERATION OF WEAPONS OF MASS DESTRUCTION

THE REPUBLIC OF KAZAKHSTAN AND THE UNITED STATES OF  
AMERICA, HEREINAFTER REFERRED TO AS THE PARTIES,

DESIRING TO FACILITATE THE DESTRUCTION OF  
INTERCONTINENTAL BALLISTIC MISSILES LOCATED IN THE  
REPUBLIC OF KAZAKHSTAN, HEREINAFTER REFERRED TO AS ICBMS,  
AND THEIR SILO LAUNCHERS,

DESIRING TO FACILITATE THE ESTABLISHMENT OF  
ADDITIONAL VERIFIABLE MEASURES AGAINST THE PROLIFERATION  
OF WEAPONS OF MASS DESTRUCTION FROM THE REPUBLIC OF  
KAZAKHSTAN, AND TECHNOLOGY, MATERIAL, AND EXPERTISE  
RELATED TO SUCH WEAPONS.

NOTING THE COMMITMENT OF THE REPUBLIC OF KAZAKHSTAN  
TO ACCEDE TO THE TREATY ON THE NON-PROLIFERATION OF NUCLEAR  
WEAPONS OF JULY 1. 1968,

HAVE AGREED AS FOLLOWS:

ARTICLE I

THE PARTIES SHALL COOPERATE, AND THE UNITED STATES OF  
AMERICA SHALL ASSIST THE REPUBLIC OF KAZAKHSTAN, IN  
ACHIEVING THE FOLLOWING OBJECTIVES THROUGH THE PROVISION  
OF MATERIAL, TRAINING AND SERVICES:

(A) THE DESTRUCTION OF ICBMS AND THEIR SILO  
LAUNCHERS;

(B) THE ESTABLISHMENT OF ADDITIONAL VERIFIABLE  
MEASURES AGAINST THE PROLIFERATION OF WEAPONS OF MASS  
DESTRUCTION FROM THE REPUBLIC OF KAZAKHSTAN, AND  
TECHNOLOGY, MATERIALS AND EXPERTISE RELATED TO SUCH

AND,  
THE EXPANSION OF EMERGENCY RESPONSE  
ACTIVITIES IN CONNECTION WITH THE REMOVAL OF NUCLEAR  
DEBRIS FROM THE REPUBLIC OF KAZAKHSTAN FOR DESTRUCTION  
AT THEIR RELATED TEMPORARY LOCATION ON THE TERRITORY OF  
THE REPUBLIC OF KAZAKHSTAN PENDING THEIR FINAL REMOVAL.

#### ARTICLE II

EACH PARTY SHALL DESIGNATE AN EXECUTIVE AGENT TO  
IMPLEMENT THIS AGREEMENT. FOR THE REPUBLIC OF KAZAKHSTAN.  
THE EXECUTIVE AGENT SHALL BE THE MINISTRY OF ----- . FOR  
THE UNITED STATES OF AMERICA, THE EXECUTIVE AGENT SHALL BE  
THE DEPARTMENT OF DEFENSE.

#### ARTICLE III

1. THE PARTIES. THROUGH THEIR EXECUTIVE AGENTS,  
SHALL, AS APPROPRIATE, ENTER INTO SUPPORTING AGREEMENTS  
FOR THE IMPLEMENTATION OF THIS AGREEMENT, HEREINAFTER  
REFERRED TO AS IMPLEMENTING AGREEMENTS. TO ACCOMPLISH THE  
OBJECTIVES SET FORTH IN ARTICLE I OF THIS AGREEMENT.  
THESE IMPLEMENTING AGREEMENTS SHALL INCLUDE:

(A) A DESCRIPTION OF THE ACTIVITIES TO BE UNDERTAKEN;  
UNCLAS SECTION 14 OF 16 STATE 382698

E.O. 12356: N/A

TAGS: PARM PREL US KZ

SUBJECT: SSD: DRAFT AGREEMENTS FOR GOK REVIEW

(B) PROVISIONS CONCERNING THE SEQUENCE OF THESE  
ACTIVITIES;

(C) PROVISIONS CONCERNING PARTICIPATION, AS  
APPROPRIATE, BY REPRESENTATIVES OF THE REPUBLIC OF  
KAZAKHSTAN AT TRAINING COURSES SEMINARS, AND OTHER  
ACTIVITIES RELATED TO THE IMPLEMENTATION OF THIS AGREEMENT  
IN THE UNITED STATES, AS WELL AS PROVISIONS ADDRESSING  
TRANSPORTATION OF SUCH REPRESENTATIVES TO AND FROM THE  
UNITED STATES; AND,

(D) OTHER PROVISIONS AS APPROPRIATE.

2. IN CASE OF ANY INCONSISTENCY BETWEEN THIS  
AGREEMENT AND IMPLEMENTING AGREEMENTS. THE PROVISIONS OF  
THIS AGREEMENT SHALL PREVAIL.

#### ARTICLE IV

THE TERMS OF THIS AGREEMENT SHALL APPLY TO ALL  
MATERIAL, TRAINING, OR SERVICES PROVIDED IN ACCORDANCE  
WITH THIS AGREEMENT OR IMPLEMENTING AGREEMENTS, AND TO ALL  
ACTIVITIES AND PERSONNEL RELATED TO THE IMPLEMENTATION OF  
ALL OF THE ABOVE AGREEMENTS.

#### ARTICLE V

1. THE REPUBLIC OF KAZAKHSTAN SHALL FACILITATE THE  
ENTRY AND EXIT OF EMPLOYEES OF THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA AND CONTRACTOR PERSONNEL OF THE  
UNITED STATES OF AMERICA INTO AND OUT OF THE TERRITORY OF  
THE REPUBLIC OF KAZAKHSTAN FOR THE PURPOSE OF CARRYING OUT  
ACTIVITIES IN ACCORDANCE WITH THIS AGREEMENT.

2. AIRCRAFT AND VESSELS, OTHER THAN REGULARLY  
SCHEDULED COMMERCIAL AIRCRAFT AND VESSELS, USED BY THE  
UNITED STATES OF AMERICA IN CONNECTION WITH ACTIVITIES  
PURSUANT TO THIS AGREEMENT IN THE REPUBLIC OF KAZAKHSTAN  
SHALL BE FREE OF CUSTOMS INSPECTIONS, CUSTOMS CHARGES.  
LANDING FEES, NAVIGATION CHARGES, PORT CHARGES TOLLS AND  
ANY OTHER CHARGES ASSESSED ON THE TERRITORY OF THE  
REPUBLIC OF KAZAKHSTAN.

3. IF AN AIRCRAFT OTHER THAN A REGULARLY SCHEDULED  
COMMERCIAL AIRCRAFT IS USED BY THE UNITED STATES OF  
AMERICA FOR TRANSPORTATION TO THE REPUBLIC OF KAZAKHSTAN.  
ITS FLIGHT PLAN SHALL BE FILED IN ACCORDANCE WITH THE  
PROCEDURES OF THE INTERNATIONAL CIVIL AVIATION  
ORGANIZATION APPLICABLE TO CIVIL AIRCRAFT INCLUDING IN  
THE REMARKS SECTION OF THE FLIGHT PLAN A CONFIRMATION THAT  
THE APPROPRIATE CLEARANCE HAS BEEN OBTAINED. THE REPUBLIC



KAZAKHSTAN SHALL PROVIDE, AT NO EXPENSE TO THE UNITED STATES OF AMERICA, FOR THE PARKING, SECURITY PROTECTION, SERVICING, AND FUEL OF AIRCRAFT OF THE UNITED STATES OF AMERICA.

ARTICLE VI

1. UNLESS THE WRITTEN CONSENT OF THE UNITED STATES OF AMERICA HAS FIRST BEEN OBTAINED, THE REPUBLIC OF KAZAKHSTAN SHALL NOT TRANSFER ANY MATERIAL, TRAINING, OR SERVICES WHICH HAVE BEEN PROVIDED PURSUANT TO THIS AGREEMENT, NOR TITLE THERETO, TO ANY ENTITY, OTHER THAN AN OFFICER, EMPLOYEE, OR AGENT OF THE REPUBLIC OF KAZAKHSTAN AND SHALL NOT PERMIT THE USE OF SUCH MATERIAL, TRAINING, OR SERVICES FOR PURPOSES OTHER THAN THOSE FOR WHICH IT HAS BEEN FURNISHED.

2. THE REPUBLIC OF KAZAKHSTAN SHALL TAKE ALL REASONABLE MEASURES WITHIN ITS POWER TO ENSURE THE SECURITY OF MATERIAL, KNOWLEDGE OBTAINED AS A RESULT OF TRAINING, OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AND SHALL PROTECT THEM AGAINST SEIZURE OR CONVERSION.

ARTICLE VII

1. THE REPUBLIC OF KAZAKHSTAN SHALL 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 OR LOSS OF PROPERTY OWNED BY THE REPUBLIC OF KAZAKHSTAN, OR DEATH OR INJURY TO ANY PERSONNEL OF THE REPUBLIC OF KAZAKHSTAN, ARISING OUT OF ACTIVITIES RELATED TO THIS AGREEMENT.

2. CLAIMS BY THIRD PARTIES, ARISING OUT OF THE ACTS OR OMISSIONS OF ANY EMPLOYEES OF THE UNITED STATES OF AMERICA OR CONTRACTORS OR CONTRACTORS' PERSONNEL OF THE UNITED STATES OF AMERICA RELATED TO THIS AGREEMENT. SHALL BE THE RESPONSIBILITY OF THE REPUBLIC OF KAZAKHSTAN.

UNCLAS SECTION 15 OF 16 STATE 382698

E.O. 12356: N/A

TAGS: PARM PREL US KZ

SUBJECT: SSD: DRAFT AGREEMENTS FOR GOK REVIEW

3. THE PROVISIONS OF THIS ARTICLE SHALL NOT PREVENT THE PARTIES FROM PROVIDING COMPENSATION IN ACCORDANCE WITH THEIR NATIONAL LAWS.

4. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO PREVENT LEGAL PROCEEDINGS OR CLAIMS AGAINST NATIONALS OF THE REPUBLIC OF KAZAKHSTAN OR PERMANENT RESIDENTS OF THE REPUBLIC OF KAZAKHSTAN.

ARTICLE VIII

1. MILITARY AND CIVILIAN EMPLOYEES OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THEIR FAMILIES PRESENT IN THE TERRITORY OF THE REPUBLIC OF KAZAKHSTAN FOR ACTIVITIES RELATED TO THIS AGREEMENT SHALL BE ACCORDED PRIVILEGES AND IMMUNITIES EQUIVALENT TO THAT ACCORDED ADMINISTRATIVE AND TECHNICAL STAFF UNDER THE VIENNA CONVENTION ON DIPLOMATIC RELATIONS OF APRIL 18, 1961.

2. THE OBLIGATIONS OF THE REPUBLIC OF KAZAKHSTAN UNDER THIS ARTICLE SHALL REMAIN IN FORCE FOR THE DURATION OF THIS AGREEMENT AND FOR THE PERIOD OF TIME THEREAFTER REQUIRED FOR THE COMPLETION OF ACTIVITIES INITIATED UNDER THIS AGREEMENT.

ARTICLE IX

1. THE UNITED STATES OF AMERICA, ITS PERSONNEL, CONTRACTORS, AND CONTRACTORS' PERSONNEL SHALL NOT BE LIABLE IN CONNECTION WITH ACTIVITIES UNDER THIS AGREEMENT TO PAY ANY TAX, FEE, OR SIMILAR CHARGE ASSESSED ON THE TERRITORY OF THE REPUBLIC OF KAZAKHSTAN.

2. THE UNITED STATES OF AMERICA, ITS PERSONNEL, CONTRACTORS, AND CONTRACTORS' PERSONNEL MAY IMPORT INTO, AND EXPORT OUT OF THE REPUBLIC OF KAZAKHSTAN ANY EQUIPMENT, SUPPLIES, MATERIAL OR SERVICES REQUIRED TO

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THIS AGREEMENT. SUCH IMPORTATION AND  
OF ARTICLES OR SERVICES SHALL NOT BE SUBJECT  
LICENSE, OTHER RESTRICTIONS, TARIFFS, CUSTOMS,  
FEES, TAXES, OR ANY OTHER CHARGES OR INSPECTIONS ON THE  
TERRITORY OF THE REPUBLIC OF KAZAKHSTAN.

3. THE OBLIGATIONS OF THE REPUBLIC OF KAZAKHSTAN  
UNDER THIS ARTICLE SHALL REMAIN IN FORCE FOR THE DURATION  
OF THIS AGREEMENT AND FOR THE PERIOD OF TIME THEREAFTER  
REQUIRED FOR THE COMPLETION OF ACTIVITIES INITIATED UNDER  
THE AGREEMENT.

ARTICLE X

THE ACTIVITIES OF THE UNITED STATES OF AMERICA UNDER  
THIS AGREEMENT ARE SUBJECT TO THE AVAILABILITY OF FUNDS  
APPROPRIATED IN ACCORDANCE WITH THE LAWS OF THE UNITED  
STATES OF AMERICA.

ARTICLE XI

IN THE EVENT THAT THE UNITED STATES OF AMERICA AWARDS  
CONTRACTS FOR THE ACQUISITION OF MATERIAL AND SERVICES,  
INCLUDING CONSTRUCTION, TO IMPLEMENT THIS AGREEMENT, SUCH  
CONTRACTS SHALL BE AWARDED IN ACCORDANCE WITH THE LAWS AND  
REGULATIONS OF THE UNITED STATES OF AMERICA. ACQUISITION  
OF MATERIAL AND SERVICES IN THE REPUBLIC OF KAZAKHSTAN BY  
OR ON BEHALF OF THE UNITED STATES OF AMERICA FOR  
IMPLEMENTING THIS AGREEMENT SHALL NOT BE SUBJECT TO ANY  
TAXES, FEES, DUTIES, OR SIMILAR CHARGES ON THE TERRITORY  
OF THE REPUBLIC OF KAZAKHSTAN.

ARTICLE XII

UPON WRITTEN REQUEST PROVIDED THIRTY DAYS IN ADVANCE,  
REPRESENTATIVES OF THE GOVERNMENT OF THE UNITED STATES OF  
AMERICA SHALL HAVE THE RIGHT. DURING THE PERIOD OF THIS  
AGREEMENT AND FOR THREE YEARS THEREAFTER, TO EXAMINE THE  
USE OF ANY MATERIAL, TRAINING, OR SERVICES PROVIDED IN  
ACCORDANCE WITH THIS AGREEMENT AT SITES OF THEIR LOCATION  
OR USE, AND SHALL HAVE THE RIGHT TO INSPECT AND AUDIT ANY  
AND ALL RECORDS OR DOCUMENTATION RELATED TO THE USE OF  
MATERIAL, TRAINING, OR SERVICES PROVIDED IN ACCORDANCE  
WITH THIS AGREEMENT.

ARTICLE XIII

THIS AGREEMENT SHALL ENTER INTO FORCE UPON SIGNATURE  
AND SHALL REMAIN IN FORCE FOR SEVEN YEARS OR UNTIL NINETY  
DAYS AFTER THE RECEIPT BY EITHER PARTY OF WRITTEN  
NOTIFICATION FROM THE OTHER PARTY OF ITS INTENTION TO  
TERMINATE THIS AGREEMENT. THIS AGREEMENT MAY BE AMENDED  
UNCLAS SECTION 16 OF 16 STATE 382698

E.O. 12356: N/A

TAGS: PARM PREL US KZ

SUBJECT: SSD: DRAFT AGREEMENTS FOR GOR REVIEW  
OR EXTENDED BY THE WRITTEN AGREEMENT OF THE PARTIES.  
NOTWITHSTANDING THE TERMINATION OF THIS AGREEMENT OR THE  
IMPLEMENTING AGREEMENTS, THE OBLIGATIONS OF THE REPUBLIC  
OF KAZAKHSTAN IN ACCORDANCE WITH ARTICLES VI AND VII OF  
THIS AGREEMENT SHALL CONTINUE TO APPLY WITHOUT RESPECT TO  
TIME, UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES.  
DONE AT -----, THIS --- DAY OF -----, 1992, IN  
TWO COPIES, EACH IN THE RUSSIAN AND ENGLISH LANGUAGES,  
BOTH TEXTS BEING EQUALLY AUTHENTIC.

FOR THE REPUBLIC OF  
KAZAKHSTAN:

FOR THE UNITED  
STATES OF AMERICA:

END TEXT OF UMBRELLA AGREEMENT.

EAGLEBURGER

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<SECT>SECTION: 01 OF 16<SSN>2698<STOR>921125042324 M0080058  
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