

getting caught up in particular requirements which may not be of interest to the parties to a Multilateral Agreement on disposition of the Russian excess.

### 1. The Case for Conditionality

To be clear about some basics, in September 2000 the Russian Federation and United States signed an agreement on mutual disposition of weapon-grade plutonium, this after about four years of negotiation. Further to the September accord, they and other parties (donors and potential donors) have been engaged in various working groups and bilateral conversations on technical and financial arrangements which are to be integrated in a multilateral framework agreement on disposition of the Russian excess. The G-8 Foreign Ministers, meeting in Whistler (British Columbia) in June 2002, instructed negotiators to complete this agreement in 2003. It may depart significantly from the provisions of the September 2000 accord, which therefore would have to be revisited. A multilateral agreement will also depend on the outcome of diverse talks in diverse places which address the troublesome question of liability, an international monitoring and inspection regime for both Russian and U.S. disposition which includes the IAEA, and the establishment of an entity to manage the disposition programme. At some point, all of this will come together in a final package of measures which, given the necessary approvals and appropriations, will open the way to licensing and the start of years of construction in Russia, after which the first amounts of WGPu will be processed.

So the array of concerns, talks, and accords includes: (1) the Russian-U.S. Agreement of 2000; (2) an impending agreement on liability; (3) the trilateral monitoring and inspection agreement, (4) an agreement on management of the programme; (5) a multilateral agreement between donors and the Russian Federation on technical and financial arrangements for disposition; and (6) everything taken together and closely integrated in a fully funded and ratified deal.

To avoid confusion in what follows, let us refer to the September 2000 treaty as the Agreement, to the integrated technical and financial arrangement for Russian disposition as the Multilateral Agreement, to the varied other instruments as agreements, and to the final ensemble of authorized and financed instruments as the Deal.

If conditionality is to be part of the overall endeavour, where in the sequence (1)-(6) is it best addressed? The answer offered in this study is principally at points (5) and (4), in working out the Multilateral Agreement and the management entity.

A condition is a requirement that's attached to an understanding or to a material contribution to a joint venture. A condition may be set for many reasons. Normally it is to provide a greater degree of confidence than would otherwise be had in the performance of others and their compliance with our expectations and needs. This basically has been the approach of those who raise the issue of conditionality in the context of international support for Russian disposition. The aim is to gain and then act on the agreement of all concerned to make their cooperation dependent on certain requirements which protect the interests of each and ensure the success of collective action. Conditionality is therefore not to be confused with earmarking. Under the latter regime, individual parties are free to tie their contributions to a basic option (for example, to work only on immobilization), to a particular activity in the recipient country (as in