

Why the Senate must reject the INF treaty

by Webster G. Tarpley

The Intermediate-Range Nuclear Forces (INF) treaty signed by President Reagan and Secretary Gorbachov in December must be rejected by the Senate because the operation that it pretends to carry out—the elimination of U.S. and Soviet medium-range missiles—undermines the paramount strategic interests of the United States, the other NATO countries, and our other allies. The INF agreement will further the splitting or decoupling of the Western alliance and will facilitate Soviet political and military domination over Europe and other areas. Therefore, even if the verification and enforcement regime of the INF agreement were perfect, the Senate would be compelled not to ratify this deal.

But the verification regime of the INF accord is anything but perfect. A close reading of its text reveals a jungle of loopholes and escape clauses, all dictated by Soviet desires to circumvent the alleged goals of the treaty. This accord is a tissue of treason, consciously stacked and loaded in favor of our deadly enemies, and surrendering valuable unilateral advantages to the Kremlin at every turn. The INF accord as published will allow the Soviets to keep a large, politically and militarily significant force of medium-range missiles, without violating the letter of the treaty. By contrast, no such loopholes exist for the United States. The INF accord is thus an unequal treaty.

This treaty was negotiated for the United States by Shultz, Nitze, Kampelman, and Glitman. Each one of these men knew when they were rigging the treaty, that they were selling out the United States, and they must be held to account for their deeds.

1. The agreement allows the Soviets to keep unlimited numbers of SS-20, SS-4, SS-5, SS-12, and SS-23 missiles without violating the treaty, simply by dismantling these missiles into their separate stages or other large components and storing them before the treaty comes into force.

This is because the counting rules of the agreement create a special loophole for the Soviets. According to the treaty, in the case of the U.S. Pershing 2 missile, the longest stage of the missile counts as a whole missile (Treaty, Article VII,

Paragraph 10a). But in the case of the Soviet SS-20, only the launch canister of the missile or the complete, assembled missile counts as a missile (Treaty, Article VII, 10b). This means that if the United States possesses a single Pershing 2 first stage, no matter where it is stored or kept, the United States is in violation of the treaty. The Soviets, by contrast, can keep unlimited numbers of missile components, as long as they are separated, without violating the treaty in any way. The Soviets would then be free at a later time, after U.S. missiles have been removed from Europe and destroyed, to assemble their missiles for political blackmail and/or actual military use. According to informed estimates, the Soviets have more SS-20 missiles than they have admitted in the data base attached to the INF treaty, where they concede that they have 650 of these missiles. These estimates put total Soviet production of SS-20 missiles between 1,000 and 2,250. These data are supported by the Soviet habit of building five to six missiles for each deployed missile launcher. Since about 440 SS-20 launchers have been identified, the larger figure may be an accurate indication of how many SS-20s have actually been built.

2. The Soviets will be able to transport and deploy the SS-20 missiles they retain despite the inspection provisions of the treaty. All of the alleged inspection provisions of the treaty are subject to one glaring loophole: The Soviet SS-20 medium-range missile is part of the same modular family as two other missiles, the SS-25 and the SS-16. The SS-25 is a truck-mounted ICBM. The lower stage of an SS-25 is virtually identical to the lower stage of an SS-20. These Soviet missiles are always transported inside a launch canister, which is a metal tube providing a stabilized temperature and the inert environment these Soviet missiles need to maintain their operability. The missile sits inside the canister like a cigar in a metal humidor tube.

Therefore, the easiest Soviet method for concealing an illegal, assembled SS-20 is to place it inside the launch canister of an SS-25. Since the SS-25 is an ICBM, it is not covered by the treaty and hence immune to inspection (In-

spection Protocol, Section VII, Paragraph 8). The SS-25 launch canister is only slightly larger than the launch canister of the SS-20. In the case of a suspect launch canister of undetermined type, if the Soviets declare that the canister contains a missile not covered by the treaty, then that canister may not be opened or weighed, but only observed visually, measured in length, and subjected to radiation detection devices (Inspection Protocol, Section VII, Paragraph 14).

3. Accurate identification of the Soviet SS-20 is made virtually impossible, because no engineering specifications or blueprints of the missile have ever been provided by the Soviets.

It appears doubtful that anyone in the United States intelligence community has ever seen an SS-20 outside of its launch canister. Only after the agreement was signed did the Soviets provide a poor-quality photograph of what they allege to be an SS-20. According to Western experts, the post-boost vehicle (or last stage before the reentry vehicle containing the warheads) of the missile shown is smaller than the real thing. The Soviets provided a photograph of the SS-23, in which the missile is shown without any nose cone whatever. Both of these photos are in effect forgeries, and greatly diminish the effectiveness of on-site inspection, since the inspectors will have no clear image of what it is they will be looking for.

4. The Soviets will be able to retain large numbers of ground-launched cruise missiles (GLCMs), despite the treaty claim that this class of weapon will be eliminated. Although nuclear and conventional GLCMs are banned, cruise missiles are allowed to be produced and kept if they are used only as drones, as for observation and target purposes. As long as a GLCM is not tested as a weapons carrier, it is not banned by the treaty (Treaty, II, 2). There will also be great difficulty in distinguishing among air-launched, sea-launched, and ground-launched cruise missiles, since the air-launched and sea-launched variety are not banned by the treaty.

5. The Soviets will be able to keep the nuclear warheads and guidance systems taken from such missiles as they do destroy, and use them on their SS-25 and other missiles (Elimination Protocol, Section II, Paragraph 3). Nuclear warheads and guidance systems are expressly exempted from the destruction that is prescribed for the missiles themselves.

6. The rules for the so-called "elimination" of the missile launchers are stacked in favor of the Soviets, and may permit the SS-20 and other launchers to continue to be used for military purposes.

According to the Elimination Protocol, the "elimination" of a Pershing 2 TEL (transporter-erector-launcher) requires that after the removal and scrapping of the erector-launcher mechanism and the launch instrumentation, the "launcher chassis shall be cut at a location that is not an assembly joint into two pieces of approximately equal size." (Elimination Protocol, Section II, Paragraph 10d). But for the SS-20 launcher, "elimination" means that, after the removal and

scrapping of the erector-launcher mechanism and the launch instrumentation, "a portion of the launcher chassis, at least 0.78 meters in length, shall be cut off aft of the rear axle" (Elimination Protocol, II, 10f). Similarly, for the Pershing 1A, the launcher chassis is to be cut into two equal parts. But for the Soviet SS-12 and SS-23, carving off a piece of the launcher of 1.10 and 0.85 meters aft of the rear axle, respectively, is considered sufficient. It is clear that the alleged "elimination" of the Soviet launchers is actually a form of modification which leaves the self-propelled launcher operational and available for other, presumably military, purposes, while the U.S. launchers are indeed to be turned into immobile junk.

7. The Soviets will be able to maintain a significant capability in the area of support facilities and operating bases. Article X, Paragraph 9 of the treaty lets the Soviets convert a missile operating base for use with missiles not covered by the treaty. All that is required is notification 30 days in advance that such conversion is about to be carried out. Through this provision the Soviets can retain their multi-bay garages and other buildings which can be used for an SS-25 just as well as for an SS-20.

8. Another way the Soviets can maintain covert SS-20 support facilities and operating bases is through the exploitation of the "early elimination" clauses of the treaty. When the INF agreement was signed, it included a "Memorandum of Understanding Regarding the Establishment of the Data Base for the Treaty," in which the locations of all missiles, launchers, support facilities, operating bases, and production sites for the relevant weapons systems are supposed to be given. But the treaty provides that all information in this first data base is to be superseded by "updated data" to be provided no less than 30 days after the entry into force of the treaty (Treaty, IX, 3).

This provides the Soviets with an unparalleled opportunity to present new falsified data at a time when the treaty has already been ratified: The Soviets can unilaterally amend the treaty, and perhaps Senators Byrd, Nunn, Biden, and Pell should be concerned about this loophole. The treaty contains no prohibition of eliminations before the treaty enters into force, nor does it stipulate that such early eliminations must be carried out in accordance with the detailed instructions contained in the treaty. The Soviets are therefore free to claim they have eliminated missiles, removed structures, and ceased activity at any of the sites listed in the Memorandum of Understanding, and thus to announce that these sites will not be listed in the post-ratification exchange of "updated data." According to Article X Section 8 of the treaty, such a "deployment area, missile operating base, or missile support facility listed in the Memorandum of Understanding that met the above conditions prior to entry into force of this treaty, and is not included in the initial data exchange pursuant to Paragraph 3 of Article IX of this Treaty, shall be considered to be eliminated." In this way the Soviets can remove sites from the list of those specific points where inspections can

be carried out on demand. News reports stating in the middle of February that some Soviet missiles are being removed from the territory of the G.D.R. (East Germany) or other satellites before treaty ratification represent a likely attempt to exploit this loophole (see box).

9. Because of the loaded definitions of what constitutes a ballistic missile for the United States and Soviet sides, U.S. continuous monitoring inspection is much less valuable than the corresponding rights obtained by the Soviets.

Since, for U.S. missiles covered by the treaty the definition of a missile is its longest stage (Treaty, VII, 10a) the Soviets acquire the right to inspect a factory that actually produces missile stages. This is the Hercules Plant Number 1 at Magna, Utah (Treaty, XI.6b). The Hercules Plant Number 1 no longer produces the Pershing 2s, but this company does produce the Trident 2 D-5 SLBM, as well as the MX missile. These are the most advanced U.S. types. By contrast, since the definition of a Soviet missile is the canister and/or the entire assembled missile, the site to be inspected by the United States inside the Soviet Union is the Votkinsk Machine Building Plant in the Udmurt Autonomous Republic of the RSFSR. This Votkinsk facility was merely the site at which the stages of the SS-20 and its canister, all of which had been produced at other sites, were given final assembly to yield an operational missile. The Votkinsk facility is now

an empty and dormant factory site. The actual production facilities for the SS-20 and SS-25 are elsewhere, and not subject to inspection.

At the perimeter-portal continuous monitoring post, inspectors will have the right to check objects leaving the factory. At Magna, this will include all objects of 3.7 meters and longer, since this is the length of a Pershing 2 first stage. At Votkinsk, this will include only objects that are 16.5 meters and longer, since that is the length of a fully assembled SS-20 or SS-20 canister.

10. The agreement explicitly grants the Soviets the right to build SS-20 second stages. In Article VI, Paragraph 2, the Soviets are permitted to produce an SS-25 second stage that is outwardly similar to and interchangeable with the second stage of an SS-20. Some commentators have referred to this as a "drafting error," but this is the language of the treaty the Senate is being asked to ratify.

11. U.S. and Soviet inspection rights are not comparable. Nothing of interest is situated within a 50 km radius of Votkinsk, where the U.S. permanent inspection site is to be located. By contrast, Soviet inspectors traveling in the Magna-Ogden-Salt Lake City area will be moving through an area that contains important U.S. capabilities in such areas as aerodynamics, chemicals, directed energy (lasers), radio frequency (weapons degradation and electronic countermeasures), electronics, electro-optics, electromechanics, ce-

Is Moscow hiding missiles already?

The U.S.S.R. appears to be making the maneuver of which former U.S. Defense Department official Frank Gaffney warned: to dismantle intermediate-range and short-range ballistic missiles before the INF treaty is ratified, so that a large number of missile sites may be dropped from the final data—and from any verification inspections. The treaty provides, that "no later than 30 days after entry into force of this treaty, each party shall provide the other party with updated data . . . for all categories of data contained in the Memorandum of Understanding." It is the Memorandum of Understanding, that specifies which sites house missiles covered by the treaty and may be visited by inspection teams.

On Feb. 13, the *Vremya* nightly TV news program from Moscow reported on a visit by East European journalists to an SS-20 base. Asked his view on what it means to "destroy the missiles," a serviceman interviewed on the

program said, "We should take this step. *We have already taken it.* It is now up to the other side" (emphasis added).

In East Germany, the official press service ADN reported Feb. 16 that Soviet forces there had already begun to dismantle SS-23 and other rockets. The missiles have been dismantled, crated, and are ready for transport back to the Soviet Union, ADN said. East German television, that evening, showed soldiers loading crates onto rail cars.

Another sly Soviet comment on the gigantic loopholes in the INF treaty came in *Literaturnaya Gazeta*, a Moscow weekly, of Feb. 3. Journalist Iona Andronov reported how he was confronted on a New York radio talk show, with a chance to rebut Sen. Jesse Helms's charges about the Soviet ability to hide SS-20 missiles. Andronov denied nothing, choosing to focus solely on the moderator's insinuation that Soviet writer A. Prokhanov was a cover name for a high-ranking military official. Andronov quoted from a Prokhanov article in *Pravda* of Dec. 17, 1987, cited in Helms's recent memo about the treaty. Prokhanov, in a passage repeated by Andronov, boasted that SS-20s were unfindable: "The missile division moved through the night. . . . Military nomads . . . amid endless fields and forests, changing location, unbeknownst to the enemy. It is futile to search for them from space, to feel for them with radar beams."

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ramics, and solid propellants. While Soviet inspectors might not be able to barge in on these facilities, they could use their presence to create and service espionage networks, etc.

12. Article XIV of the treaty states: "The Parties shall comply with this treaty and shall not assume any international obligations or undertakings which would conflict with its provisions." This is the so-called non-circumvention clause. According to the State Department, Article XIV is surplus verbiage which serves merely to give the rest of the treaty an intensive force. But the traditional exegesis of international law would hold that a treaty provision in the form of a separate, numbered article must be assumed to have an independent and substantive meaning.

What is then the meaning of Article XIV? After recent statements of Soviet Foreign Minister Shevardnadze, it can be assumed that the Russians view this article as prohibiting any "compensatory" moves by the U.S.-NATO side. These would be measures to mitigate the military—political weakening of the Western position if the INF missiles were to be removed. From the Russian point of view, this seems to include any modernization or enlargement of NATO's battlefield nuclear weapons or strengthening of conventional forces. It also may include the transfer of Pershing 2 or GLCM technology, including in a conventional mode, by the United States to other NATO states. Senate ratification of the treaty including Article XIV would imply capitulation to the Soviets on these points, and perhaps on many others.

13. The other possible interpretation of Article XIV is that it mandates respect for secret protocols of the INF accord which are being hidden from the Senate, or at least from the U.S. public. These secret protocols could entail a kind of regional "New Yalta" understanding between the United States and the U.S.S.R. for Western Europe, in which the Soviets are assigned this area as a sphere of preeminent interest.

14. U.S. inspectors carrying out spot-checks at whatever deployment and operational sites the Soviets continue to list after the treaty may have come into force face an impossible task.

They are required to "respect the laws and regulations" of the U.S.S.R. (Protocol on Inspection, Section III, Paragraph 7). These laws forbid the photographing of even bridges as military objects, and thus give the Soviets wide latitude for harassing and expelling U.S. inspectors. The equipment of the inspectors "cannot perform functions unconnected with the inspection requirements of the Treaty" (Protocol on Inspection, V, 4). Any equipment used for the treaty could also be used for other purposes, so the Soviets here get *carte blanche* to exclude categories of equipment, even if it is legitimately needed to carry out functions provided for by the treaty.

Worse still, the U.S. inspectors will be at the mercy of the Soviets for their "meals, lodging, work space, transportation, and, as necessary, medical care," all of which will be

paid for by the U.S. side (Protocol on Inspection, V, 5). The U.S. inspectors have the right to communicate with the U.S. embassy in Moscow "using the telephone communications of the inspected party"—that is, of the Soviets! It is difficult to say whether intensive KGB bugging or the breakdowns endemic to the Soviet phone system will be the bigger obstacle. One of the biggest challenges to the U.S. inspection teams will be the treaty provision requiring them to present a full written report of their inspection within two hours after the end of their work—in both English and Russian! (Protocol on Inspection, XI). There is even a *force majeure* clause (Protocol on Inspection, X) which treats inspections which cannot be carried out because of "delay" (read: Soviet harassment). In this case, if the delayed side drops the inspection before the site is reached, the inspection does not count against the numerical limits the treaty establishes for inspections in any given year.

Despite the touting of the career of inspector by Secretary of State Shultz as a kind of Reagan administration jobs program, the lot of the U.S. inspectors is sure to be grim: It is enough to recall the deliberate Soviet murder of U.S. Army Major Nicholson during a "Potsdam Patrol" in East Germany.

15. Another central fallacy of the agreement is the very definition of missile categories by maximum ranges. This refers to maximum tested ranges. Equally relevant would be minimum ranges. Many Soviet ICBMs have been routinely tested in an INF mode. This means that SS-25s, for example, could easily be retargeted to threaten targets earlier assigned to the SS-20.

16. The treaty surrenders to the Russians on everything, down to the smallest detail. The Inspection Protocol, for example, discusses the ports of entry to be used by inspection teams, including in Soviet satellites. During the treaty negotiations, the Soviets wanted the port of entry for East Germany to be the Berlin Schoenefeld airport. The United States opposed this, because we regard Schoenefeld as part of Greater Berlin and thus subject to immediate, joint Four-Power control. But Section IV, Paragraph 5 of the Inspection Protocol gives the Soviets the right to make Schoenefeld the obligatory port of entry five months after this decision is communicated to the United States. So even U.S. rights in Berlin are undermined by this agreement.

17. All loopholes and escape clauses discussed so far are drawn from the English-language text of the treaty. But the Russian text is equally authentic. Already under SALT II and other treaties, diverging Russian readings have been cited by Moscow as the justification for lawless behavior. A close analysis of the Russian text of this treaty will doubtless reveal many such quibbles.

18. The agreement contains no provision for automatic abrogation and sanctions against the guilty party in case of certified violation. The agreement lacks any means of enforcement.