

**Memorandum of Understanding
Between
The Department Of Energy of the United State of America
And
The Ports, Customs and Free Zone Corporation, Dubai, United Arab
Emirates
Concerning
Cooperation to Prevent
The Illicit Trafficking In Nuclear and Other
Radioactive Material**

The Department of Energy of the United States of America (DOE) and the Ports, Customs and Free Zone Corporation, Dubai, United Arab Emirates, hereinafter referred to collectively as the "Participants",

Desiring to strengthen international nuclear and radiological security through improvements in cargo security and in measures to prevent illicit trafficking of nuclear and other radioactive material,

Recognizing the importance of Dubai's geographic position as a strategic sea link between the Persian Gulf and the Arabian Sea, and its role as a transport hub for cargo originating in and with destinations to many countries, and in particular the high volume of trade between the Ports of Dubai and those of the United States of America.

Being convinced of a need to detect, deter, and where necessary, to interdict illicit trafficking in nuclear and other radioactive material;

Noting the U.S. Container Security Initiative, which is designed to safeguard global maritime trade by enhancing cooperation at seaports worldwide to identify and examine high-risk container and ensure their in-transit security; and

Noting further the Declaration of Principles Relating to the Establishment of the Container Security Initiative at the Ports of Dubai, United Arab Emirates of December 12, 2004,

Have reached the following understanding:

1. Scope of Cooperation

1. The DOE, through its National Nuclear Security Administration, may provide Dubai Customs technical assistance in the form of equipment and

materials, as well as training and services, for Dubai Customs' use at the Ports of Dubai, for the purpose of detecting and interdicting illicit trafficking in nuclear and other radioactive material. For purposes of this Memorandum of Understanding (MOU), "special nuclear material" means plutonium, and uranium enriched to 20% or more in the isotope U-235, "Other radioactive material" includes, but is not limited to, radioactive sources suitable for use in radiological dispersal devices.

2. DOE's technical assistance may include:
 - a. Delivery and installation at terminal facilities in the Ports of Dubai, of equipment adapted as appropriate for customs control conditions (including testing, setup and demonstration of the equipment),
 - b. Delivery of spare part kits, test equipment and other maintenance equipment to maintain reliable functioning of the DOE-supplied equipment;
 - c. Training of Dubai customs personnel and other appropriate UAE personnel in the detection of special nuclear material and other radioactive material, and in the proper use and maintenance of equipment provided by DOE;
 - d. Support for maintenance of the equipment provided by DOE, as set forth in maintenance and sustainability plan mutually determined by participants; and
 - e. Additional areas of cooperation of mutual interest to DOE and Dubai Customs.
3. Upon reasonable request by DOE, representatives of the DOE may make technical evaluations of the equipment supplied under this MOU for a period of three years starting from the deployment date of the equipment.
4. DOE and Dubai Customs may conduct technical workshops, consultations, site surveys, technical evaluations and acceptance testing of materials and installed equipment. Joint working groups of technical experts may be formed to exchange technical information and to make proposals on technical and training matters ensure the effective implementation this MOU.
5. The terms of any technical assistance provided under this MOU are expected to be set forth in contracts or other written arrangements between DOE and Dubai Customs or their designated implementing agents.
6. Dubai Customs should endeavour to ensure that equipment and materials provided under this MOU are afforded priority processing to allow prompt engineering approvals, and equipment and materials deliveries to their ultimate destination in the UAE .

II. Provision of Information

Dubai Customs is to furnish the United States Government, through its representatives (to be designated by DOE) present in the UAE and in a format and according to a schedule to be determined by the Participants, with data on detections or seizures of special nuclear material and of other radioactive material made as a result of the use of the equipment and materials supplies under the MOU.

III. Non-Transfer, Non-Disclosure

1. Information obtained by either Participant's Government as result of the technical assessment and implementation of cooperation under this MOU should not be disclosed to a third government or other third party without the prior consent of the other Participant. Transfer of information by either Participant's Government, as required under international agreements to which such Government is a party, is not regarded as such disclosure to third governments or other third parties. The fact of any such transfer of information to a third government or other third party should be promptly notified to the other Participant in writing.
2. Unless the written consent of the DOE has first been obtained, Dubai Customs should not transfer title to, or possession of, any equipment provided by the DOE pursuant to this MOU, other than to ministries, bureaus, agencies or departments within the Government of the UAE.

IV. Tax and Customs Treatment of Equipment

The Participants understand that the DOE is not to pay any taxes or other charges on equipment, materials, training or services provided by the DOE under this MOU.

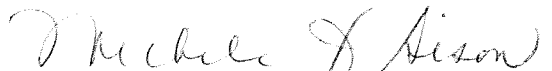
V. General Provision

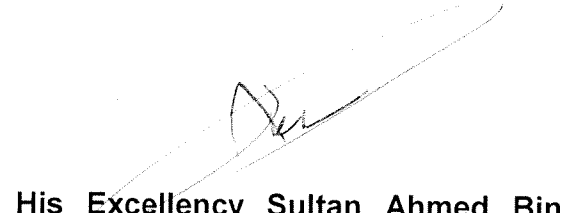
The MOU represents a political commitment by both sides and does not constitute a legally binding agreement. All activities of each Participant and its implementing agents under this MOU should be carried out in accordance with the laws and regulations of that Participant's Government and applicable international agreements to which that Participant's Government is party.

VI. Effective Date and Termination

Implementation of this MOU may begin upon signature by both Participants. The MOU may be modified in writing by the Participants' mutual consent. Any such modification may take effect upon signature by the Participants. If either Participant wishes to end its cooperation under the MOU, it should endeavour to provide at least 90 days' advance written notice to the other Participant.

Signed at ^{Dubai} this 11th day of May, 2005, in duplicate.


**Ambassador Michele J. Sison For
The Department of Energy of The
United States of America**


**His Excellency Sultan Ahmed Bin
Sulayem
Executive Chairman
For the Ports, Customs and Free
Zone Corporation, Dubai**