

ARRANGEMENT

BETWEEN

THE UNITED STATES DEPARTMENT OF ENERGY

AND

THE CANADIAN NUCLEAR SAFETY COMMISSION

FOR CRITICAL ENERGY INFRASTRUCTURE PROTECTION TRAINING

The United States Department of Energy (DOE) and the Canadian Nuclear Safety Commission (CNSC), hereinafter collectively the "Participants,"

Noting that section 573 of the Foreign Assistance Act of 1961, as amended (FAA), authorizes, subject to appropriate terms and conditions, any agency of the United States Government to furnish certain services and commodities to an eligible foreign country on an advance-of-funds basis; and

Noting that the Director of United States Foreign Assistance, U.S. Department of State, has authorized DOE, under FAA section 573, to provide the training jointly determined by the Participants herein,

HAVE REACHED THE FOLLOWING UNDERSTANDING:

I. PURPOSE

- A. The purpose of this Arrangement is to establish a framework for the provision by DOE's National Training Center of certain agreed training to CNSC protective force personnel responsible for guarding Canadian civil nuclear facilities (hereafter the "Services").
- B. DOE is to be responsible for providing the services, materials, personnel and other resources necessary for performance and completion of the jointly decided Services. CNSC is to provide funds to DOE for provision of the Services on an advance-of-funds basis.

II. VALUE OF SERVICES

- A. The total gross value of the Services contemplated to be provided under this Arrangement is Sixty Thousand United States Dollars (\$US 60,000.00), to be allocated against compensation for the Services.
- B. DOE's reimbursement for Services is to be based on the rates specified in Annex A. The Annex may be revised from time to time as necessary.

III. ADVANCE PAYMENT TERMS AND CONDITIONS

- A. CNSC is to make full advance payment for the full cost of the Services, including any necessary expenses and related costs, in United States dollars (the "Account"), in accordance with arrangements mutually decided by the Participants.
- B. DOE is to keep accounts and records of the costs of the Services provided, in accordance with its relevant regulations and generally accepted accounting principles, including those related to audits. DOE is to provide CNSC with a monthly accounting of disbursements from the Account for the Services. DOE is to return to the CNSC any CNSC funds remaining in the Account upon termination of or the completion of the Services by DOE.
- C. CNSC is to be responsible for all costs associated with delivery of the Services, including, but not limited to, travel between the United States and Canada and within the United States, lodging, meals, visas, supplies and equipment, and translation services. These costs are to be subject to DOE's normal budgetary guidelines and approvals. In the event that CNSC should for any reason decide to cancel or postpone a training event and/or be unable to meet required operational deadlines, CNSC is to be responsible for any expenses related to cancellation of scheduled activities.

IV. POINTS OF CONTACT

- A. For purposes of facilitating communication under this Arrangement, CNSC hereby designates as its point of contact:

Director
Nuclear Security Division
Directorate of Security and Safeguards
Technical Support Branch
Canadian Nuclear Safety Commission

- B. For the same purpose, DOE hereby designates as its point of contact:

Director
National Training Center
Office of Health, Safety and Security
U.S. Department of Energy

- C. Each point of contact is authorized to act on behalf of his/her respective Participant in all matters and issues related to provision of the Services covered under this Arrangement.

V. GENERAL PROVISIONS

- A. Cooperation under this Arrangement may commence upon signature by both Participants.
- B. This Arrangement may be revised at any time.
- C. The Participants may discontinue this Arrangement at any time in writing. Either Participant may discontinue its participation in this Arrangement by giving at least 90 days' advance notice in writing to the other Participant.

D. Upon termination of this Arrangement, CNSC is to be liable for, and DOE is to retain payment for, all financial commitments made by DOE related to this Arrangement prior to the effective date of cessation.

Signed in duplicate.

FOR THE UNITED STATES
DEPARTMENT OF ENERGY:



Date: 9/12/08

Place: Albuquerque New Mexico

FOR THE CANADIAN NUCLEAR
SAFETY COMMISSION:



Date: 9/12/08

Place: ALBUQUERQUE, NEW MEXICO.