

**MEMORANDUM OF COOPERATION**

**BETWEEN**

**THE DEPARTMENT OF ENERGY OF  
THE UNITED STATES OF AMERICA**

**AND**

**THE KUWAIT NATIONAL NUCLEAR ENERGY COMMITTEE**

**FOR**

**INFORMATION EXCHANGE AND COOPERATION IN  
PEACEFUL NUCLEAR ENERGY INFRASTRUCTURE AND  
NONPROLIFERATION**

The Department of Energy of the United States of America (DOE) and the Kuwait National Nuclear Energy Committee, hereinafter referred to as the "Participants,"

Including, within their respective missions, programs for the development and application of peaceful uses of nuclear energy and associated infrastructures in their respective countries;

Recognizing the interest of the United States of America and the State of Kuwait in promoting cooperation in the area of peaceful uses of nuclear energy as called for in Article IV of the Treaty on the Non-Proliferation of Nuclear Weapons; and

Noting the desire of the DOE, through its National Nuclear Security Administration (NNSA) and its national laboratories, and the Kuwait National Nuclear Energy Committee (KNNEC) to exchange technical information and to cooperate in the field of peaceful nuclear energy infrastructure and nonproliferation;

Have reached the following understanding:

## **SECTION 1 - PURPOSE**

The purpose of this Memorandum of Cooperation is to establish a cooperative institutional relationship between the Participants for the exchange of unclassified, non-proprietary technological, scientific, and other information regarding peaceful nuclear energy infrastructure and to facilitate additional forms of cooperation to the extent permitted by the laws, regulations, and policies of their respective Governments. Under this Memorandum of Cooperation, cooperative activities include projects that establish effective nuclear infrastructure promoting best practices in nuclear safeguards, safety, and security.

## **SECTION 2 - FORMS OF COOPERATION**

- A. The activities intended to be carried out by the Participants under this Memorandum of Cooperation may include the following, subject to available funds and to the extent permitted by the laws, regulations, and policies of their respective Governments:
  - 1. Exchange of unclassified, non-proprietary technological, scientific, and other information;
  - 2. Training of technical, scientific, and managerial personnel through technical-training visits; work periods in laboratories or other institutions; and seminars or specific courses in subject areas such as but not limited to nuclear legislation and regulation; nuclear safeguards; nuclear material physical security; quality assurance; radiation protection; emergency preparedness; environment, safety, and health; and low- and intermediate-level radioactive waste management;
  - 3. Facilitation by NNSA of acquisition by KNNec of appropriate laboratory equipment or associated materials that are difficult to obtain in a timely manner, to include recommendation of appropriate items for acquisition, and coordination with suppliers and vendors;
  - 4. Joint projects in which each Participant is, unless otherwise determined in writing, responsible for the costs it incurs;
  - 5. Organization of technical seminars, workshops, and meetings; and
  - 6. Other specific forms of collaboration relating to peaceful uses of nuclear energy and nuclear infrastructure as may be added by written arrangement of the Participants.
- B. To the extent permitted by the laws, regulations, and policies of their respective Governments, the Participants' cooperation in the activities described in subparagraph (A) of this Section may be implemented through the following:
  - 1. Working visits of either DOE's or KNNec's personnel to the other's laboratories or other facilities;
  - 2. Use by KNNec's personnel of appropriate facilities and equipment owned and operated by DOE or its laboratories;
- C. DOE and KNNec should confirm in writing the details of any specific cooperation undertaken under this Memorandum of Cooperation, including the conduct of specific projects for which DOE may utilize its laboratories or other facilities.

- D. Although the generation of intellectual property is not foreseen at this stage of cooperation, should DOE and KNNEC desire to undertake a joint project that could result in the creation of intellectual property, they should conclude an appropriate written agreement therefor. Each such agreement should include appropriate provisions for carrying out the joint project, including such matters as technical scope, intellectual property protection and allocation, management, costs, cost-sharing and schedule of work.

### **SECTION 3 - MANAGEMENT**

- A. Each Participant intends to name one Principal Coordinator to supervise its respective activities under this Memorandum of Cooperation. Unless otherwise determined, the Principal Coordinators should meet or communicate annually to evaluate the status of cooperation under this Memorandum of Cooperation. This evaluation should include review of the achievements, problems, and effectiveness of activities under this Memorandum of Cooperation. The Principal Coordinators should also identify and propose for the Participants' approval future collaborative opportunities with a view toward maximizing the mutual benefits of cooperation.
- B. With the exception of joint projects described in Section 2 D. and under the Participants' direction, the Principal Coordinators should establish an Action Sheet for each cooperative activity. Each Action Sheet should include objectives, task description, milestones, schedule, and assignment of responsibilities for participating institutions. Action Sheets should specify start and end dates, typically from one to three years in duration.
- C. Subject to the prior approval of the Participants, each Principal Coordinator may appoint a Technical Coordinator to manage specific cooperative activities initiated under this Memorandum of Cooperation and to establish and maintain working contacts at the staff level.

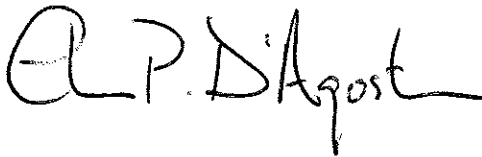
### **SECTION 4 - GENERAL PROVISIONS**

- A. Cooperation under this Memorandum of Cooperation may commence upon signature of both Participants.
- B. The terms of this Memorandum of Cooperation may be altered in writing by the Participants' mutual determination. If either Participant wishes to discontinue its activities under this Memorandum of Cooperation, it should endeavor to give at least 30 days advance written notice to the other Participant.
- C. Each Participant should conduct the activities under this Memorandum of Cooperation in accordance with the laws, regulations, and policies of that Participant's Government and applicable international agreements to which that Participant's Government is party.

- D. Each Participant should handle information received from the other Participant in implementing this Memorandum of Cooperation in accordance with the applicable laws, regulations, and policies of the receiving Participant's Government.
- E. This Memorandum of Cooperation is not intended to create legally binding obligations between the Participants. The Participants understand that the cooperative activities are subject to available funds and personnel.
- F. Unless otherwise determined in writing, each Participant is responsible for the costs it incurs in participating in the activities contemplated by this Memorandum of Cooperation.

Signed at Washington, in duplicate, on this 23rd day of June, 2010.

**FOR  
THE DEPARTMENT OF ENERGY OF  
THE UNITED STATES OF AMERICA:**



**FOR  
THE KUWAIT NATIONAL NUCLEAR  
ENERGY COMMITTEE:**

