

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE GENERAL ADMINISTRATION OF CUSTOMS OF THE PEOPLE'S REPUBLIC
OF CHINA
FOR COOPERATION IN JOINTLY ESTABLISHING THE RADIATION DETECTION
TRAINING CENTER OF CHINA CUSTOMS

The Department of Energy (DOE) of the United States of America and the General Administration of Customs (GACC) of the People's Republic of China (hereafter referred to as the "Participants"):

Recognizing the importance of enhancing cooperation on combating terrorism and ensuring the security and benefit of the international trade supply chain;

Acknowledging the Participants' ongoing cooperation on preventing the illegal trafficking of nuclear and other radioactive materials;

Considering that it is long-term and important work, through utilization of technologically advanced equipment, to improve detection and identification of nuclear and other radioactive materials;

Hoping to enhance GACC radiation detection capability, through the Participants' joint effort to establish the Radiation Detection Training Center of GACC (hereafter the Training Center Project); and

Affirming that the Training Center Project will improve GACC's ability to monitor high-risk cargo that could threaten the security of the international trade supply chain,

Have reached the following understanding:

Section 1 – Establishment of the Training Center

1. The Participants plan jointly to decide on the specific design and implementation plan for the GACC Radiation Detection Training Center (the “Training Center”) through consultations.
2. DOE, through its National Nuclear Security Administration, intends to provide training equipment, training materials, and funding for the infrastructure construction for the Training Center, as well as maintenance for DOE-provided equipment and testing, for at least three years.
3. GACC is responsible for land requisition for the Training Center, carrying out the tasks related to the design and implementation plan, and providing necessary supporting facility and funding for the Training Center.

Section 2 – Operation Mechanism

1. GACC is responsible for the operation of the Training Center. The training curricula should be determined through close consultations by both Participants. DOE and GACC plan to provide training experts. GACC is to initiate training plans and provide logistics for training.
2. GACC’s Qinhuangdao Customs Training School is to manage the daily operation of the Training Center.

Section 3 – Scope of Cooperation

The scope of cooperation to be advanced by this Training Center may include, but is not limited to, the following subjects: weapons of mass destruction; fundamental radiation knowledge; radiation protection, packaging and transportation of radioactive materials; emergency response procedures; radiation detection equipment concept of operations; Central Alarm System resolution and response; case studies for nuclear and other radioactive material smuggling; and the conduct of field exercises.

Section 4 – Training

Upon completion of the Training Center, its priority will be to satisfy the training needs for Chinese customs officials. Training for customs trainees from other countries may be added if and as jointly determined in writing by both Participants.

Section 5 – Taxes and Customs Treatment

The Participants understand that the United States Government and its implementing agents are not to pay any taxes, duties or other charges on any equipment, materials, training, or services provided under this Memorandum of Understanding (Memorandum).

Section 6 – Non-Transfer of Equipment

The Participants and their respective implementing agents are not to transfer title to, or possession of, any equipment provided pursuant to this Memorandum, without the prior written consent of the provider of the equipment.

Section 7 – Confidentiality

Classified or state secret information should not be exchanged in the conduct of activities under this Memorandum. Information transferred under this Memorandum that is designated in writing by the providing Participant as sensitive is to be protected from unauthorized disclosure. Access to such sensitive information is to be restricted to persons with demonstrable need-to-know.

Section 8 – Applicable Law

Each Participant should conduct the activities pursuant to this Memorandum in accordance with applicable laws and regulations, and international agreements to which its Government is party.

Section 9 – Commencement, Modification, and Discontinuation

1. Activities under this Memorandum may commence upon signature.
2. This Memorandum may be modified, when needed, by the Participants' mutual consent in writing.

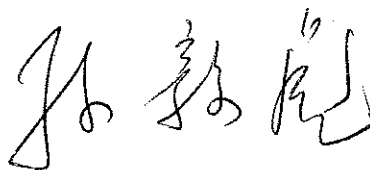
3. The Participants may discontinue this Memorandum at any time by mutual consent in writing. If a Participant wishes to discontinue its participation in this Memorandum, it should endeavor to provide at least 90 days' advance written notice to the other Participant.
4. Activities not completed before the discontinuation of this Memorandum may be continued to completion in accordance with the provisions of this Memorandum.

Signed at Washington, in duplicate, this 19th day of January 2011, in the English and Chinese languages.

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



FOR THE GENERAL ADMINISTRATION
OF CUSTOMS OF THE
PEOPLE'S REPUBLIC OF CHINA:



**美利坚合众国能源部与中华人民共和国海关总署
关于合作建设中国海关辐射探测培训中心的谅解备忘录**

美利坚合众国能源部（美国能源部）与中华人民共和国海关总署（中国海关总署）（以下简称参与双方）：

认识到在打击恐怖主义合作，确保国际贸易供应链安全和裨益方面加强合作的重要性；

确认参与双方在防止核及其他放射性材料非法贩运方面已开展的合作；

考虑到运用先进科技设备加强对核及其他放射性材料的探测和识别是一项长期的重要工作；

希望通过参与双方合作建设中国海关总署辐射探测培训中心项目（以下简称培训中心），加强中国海关总署的辐射探测能力建设；

申明培训中心项目必将提高中国海关总署的能力，使其能更好地监控有可能威胁国际贸易供应链的高风险货物。

兹达成以下谅解：

第一条 培训中心的建立

1. 参与双方共同计划通过协商确定建立中国海关总署辐射探测培训中心（培训中心）的具体规划设计方案和建设实施方案。

2. 美国能源部拟通过其国家核安全管理局提供培训中心基础实施建设项目所需教学设备、培训教材以及资金，并为美国能源部提供的设备提供至少三年的检测和维护。

3. 中国海关总署负责取得培训中心项目所需培训场所用地，落实设计方案和建设实施方案等相关事宜，并为培训中心提供与项目相关的必要辅助设施及资金。

第二条 运行机制

1. 中国海关总署负责培训中心项目日常运营管理工作。培训课程经参与双方密切协商确定。中国海关总署和美国能源部计划提供培训专家。中国海关总署负责提出培训计划初稿并提供培训后勤保障。

2. 中国海关总署秦皇岛海关培训学校负责培训中心的日常管理工作。

第三条 合作范围

培训中心所涉及合作的范围可包括但并不限于下列科目：
大规模杀伤性武器、辐射基础知识、辐射安全防护、辐射探测

设备、辐射材料的包装与运输、应对紧急事态的程序、辐射探测设备运营概念、中央控制室报警站、核及其他放射性材料走私案件分析及现场演练等。

第四条 培训

培训中心项目建成后，优先满足对中国海关学员的培训需要，在此基础上，经参与双方以书面形式共同商定，可增加对其他国家海关学员的培训。

第五条 税务及通关待遇

参与双方理解，美国政府及其执行机构对依照本谅解备忘录所提供的任何设备、材料、培训或服务不支付任何税、关税或其他费用。

第六条 设备不可转让

在未经设备提供者事先书面同意的情况下，双方及其执行机构不可转让任何依照本谅解备忘录提供的设备或其所有权。

第七条 保密

保密或国家秘密信息不应在依照本谅解备忘录开展的活动交流。依照本谅解备忘录转让的由提供方书面指定为敏感的信息应予以保护，防止未经授权的泄露。接触以上敏感信息的应仅限于确应知悉的人员。

第八条 适用法律

各参与方开展的所有活动都应遵守本国相关法律法规及其政府加入的国际协定。

第九条 生效、修订和中止

1. 本备忘录下的活动自签字之日起即可启动。
2. 经参与双方书面一致同意，可根据需要对本备忘录进行修订。
3. 本谅解备忘录经双方共同书面同意可随时中止。如一方希望中止本谅解备忘录，应力争至少提前90天书面通知另一方。
4. 在本备忘录中止前仍未结束的活动可按照本备忘录的规定予以完成。

本备忘录于二〇一一年一月十九日在华盛顿签署，一式二份，每份均用英文和中文写成。

美利坚合众国能源部 中华人民共和国海关总署

