

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE STATE BORDER GUARD COMMITTEE OF THE REPUBLIC OF BELARUS
CONCERNING COOPERATION TO PREVENT
ILLICIT TRAFFICKING IN NUCLEAR AND OTHER RADIOACTIVE MATERIAL

The Department of Energy of the United States of America (DOE) and the State Border Guard Committee of the Republic of Belarus (SBGC), hereinafter referred to collectively as the "Participants,"

Desiring to cooperate to prevent and interdict illicit cross-border trafficking in nuclear and other radioactive material through technical and methodological cooperation, including the installation or improvement of technical systems for the detection and identification of these materials at checkpoints and other operational locations of the SBGC,

Have reached the following understanding:

I. SCOPE OF COOPERATION

1. DOE, through its National Nuclear Security Administration, may provide the SBGC technical assistance, at no cost, in the form of equipment and materials, as well as training and services, for the SBGC's use to prevent and interdict illicit trafficking in special nuclear material and other radioactive material at checkpoints and other operational locations of the SBGC in the Republic of Belarus (hereinafter Belarus) jointly selected by DOE and the SBGC. As used herein, "special nuclear material" means plutonium, and uranium enriched to 20 percent 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 ("dirty bombs").
2. Each Participant may, following written notification sent to the other Participant, delegate its responsibilities for the implementation of this Memorandum of Understanding (MOU) to other ministries or agencies of its government.
3. DOE's technical assistance may include the following:
 - a. delivery and installation of radiation equipment adapted, as appropriate, for radiation control (including testing, setup, and installation of the equipment) at selected checkpoints (including road, railroad and river checkpoints as well as airports and simplified checkpoints) and at other facilities in Belarus jointly determined by the Participants;
 - b. delivery of spare parts kits, test equipment, and other maintenance equipment needed to maintain the operating capability of DOE-supplied equipment;
 - c. support for maintenance of the equipment provided by DOE, as set forth in a written maintenance and sustainability plan jointly determined by the Participants;
 - d. training of SBGC personnel and other appropriate personnel in detection of special nuclear material and other radioactive material and in the proper use and maintenance of equipment provided by DOE; and
 - e. additional areas of cooperation of mutual interest to DOE and the SBGC.
4. Upon request by DOE, representatives of DOE may make technical evaluations of the equipment supplied under this MOU.
5. DOE and the SBGC may conduct technical workshops, consultations, site surveys, verification inspections, 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 to ensure the effective implementation of this MOU.

6. 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 the SBGC or their designated implementing agents.
7. The SBGC should endeavor to ensure that equipment and materials provided under this MOU are afforded priority processing, to allow prompt engineering approvals. In addition, the SBGC should endeavor to ensure that equipment and materials are delivered promptly to their ultimate destination in Belarus.

II. PROVISION OF INFORMATION

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

III. NON-TRANSFER OF EQUIPMENT

Unless the written consent of DOE has first been obtained, the SBGC should not transfer any equipment provided by DOE under this MOU, other than to other organizations of the Government of Belarus.

IV. TAXES AND CUSTOMS TREATMENT OF EQUIPMENT

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

V. GENERAL CONSIDERATION

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

VI. IMPLEMENTATION, MODIFICATION, AND DURATION

1. Implementation of this MOU is to begin upon signature by both Participants.

2. This MOU may be modified in writing at any time by the Participants' mutual consent. Modifications are to be operative upon signature by both Participants.
3. The Participants may discontinue participation in this MOU at any time by mutual consent in writing. Alternatively, if either Participant wishes to discontinue its participation in this MOU, it should endeavor to provide at least 90 days' advance written notice to the other Participant.

Signed at Minsk, in duplicate, this 9th day of August 2011, in the English and Russian languages.

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



FOR THE STATE BORDER GUARD
COMMITTEE OF THE REPUBLIC OF
BELARUS:

