

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA**

**AND**

**THE GOVERNMENT OF  
THE REPUBLIC OF KENYA**

**CONCERNING**

**COOPERATION TO PREVENT THE ILLICIT  
TRAFFICKING IN NUCLEAR AND OTHER  
RADIOACTIVE MATERIAL**

The Government of the United States of America and the Government of the Republic of Kenya, hereafter referred to collectively as the "Participants",

Desiring to cooperate to prevent the illicit trafficking in nuclear and other radioactive material through technical and methodological cooperation, including the improvement of technical systems for the detection and identification of these materials at Kenya's points of entry/exit.

Have reached the following understanding:

## **I. SCOPE OF COOPERATION**

1. The Government of the United States of America, through its Department of Energy/National Nuclear Security Administration (DOE), may provide technical assistance to the Government of the Republic of Kenya, through its Ministry of Finance (MOF), in the form of equipment and material, as well as training and services, for use at points of entry/exit in Kenya as mutually determined by DOE and MOF, for the purpose of detecting and interdicting illicit trafficking in special nuclear material and other radioactive material. As used herein, "special nuclear material" means plutonium, and uranium enriched 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, but is not limited to:
  - (a) Delivery and installation at selected locations in Kenya mutually determined by DOE and MOF of equipment adapted as appropriate for customs control conditions (including testing, setup, and demonstration of the equipment);
  - (b) Delivery of spare parts kits, test equipment and other maintenance equipment to maintain the DOE-provided equipment;
  - (c) Training of MOF and other appropriate Kenya personnel in detection of special nuclear material and other radioactive material, and in the proper use and maintenance of equipment provided by the DOE;
  - (d) Technical support for maintenance of the equipment provided by DOE, as set forth in a maintenance and sustainability plan mutually determined by DOE and MOF; and
  - (e) Additional areas of cooperation of mutual interest to the DOE and MOF.

3. Upon reasonable request by DOE to the MOF, representatives of the DOE may make technical evaluations of the equipment supplied under this Memorandum of Understanding (Memorandum) to ensure its proper operation for the purpose intended.
4. DOE and MOF may conduct technical workshops, consultations, site surveys, engineering 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 Memorandum.
5. The terms of any technical assistance provided under this Memorandum are expected to be set forth in contracts or other written arrangements between DOE and MOF or their designated implementing agents.
6. The MOF should endeavor to ensure that equipment and materials provided under this Memorandum are afforded priority processing to allow prompt engineering approvals, and equipment and materials deliveries to their ultimate destination in Kenya.

## **II. PROVISION OF INFORMATION**

The Government of the Republic of Kenya is to furnish the United States Government, through its representatives (to be designated by DOE) present in Kenya, with data on any detections or seizures of special nuclear material and other radioactive material made as a result of the use of the equipment and materials supplied under this Memorandum.

## **III. NON-TRANSFER OF EQUIPMENT**

Unless the written consent of the DOE has first been obtained, the MOF is not to transfer title to, or possession of, any equipment provided by the DOE pursuant to this Memorandum, other than to other bureaus, agencies or departments of the Government of the Republic of Kenya.

#### IV. TAX AND CUSTOMS TREATMENT OF EQUIPMENT

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

#### V. GENERAL PROVISIONS


1. The Memorandum represents a political commitment by both sides and does not constitute a legally binding agreement.
2. All activities of each Participant and its designated implementing agents under this Memorandum should be carried out in accordance with the laws and regulations of that Participant and applicable international agreements to which that Participant is party.
3. Any question concerning implementation of this Memorandum is to be resolved through consultations by the Participants or their designees.

#### VI. EFFECTIVE DATE, MODIFICATION, AND DURATION

Implementation of this Memorandum may begin upon signature by both Participants. This Memorandum 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 Memorandum, it should endeavor to provide at least 90 days advance written notice to the other Participant.

Signed at *Nairobi, Kenya*, in duplicate, this *15<sup>th</sup>* day of April, 2009.

**FOR THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA:**

  
*Michael E. Ranneberger*

**FOR THE GOVERNMENT OF  
THE REPUBLIC OF KENYA:**

