

**STATEMENT OF INTENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE LEBANESE CUSTOMS ADMINISTRATION
CONCERNING
COOPERATION TO PREVENT THE ILLICIT TRAFFICKING IN NUCLEAR AND
OTHER RADIOACTIVE MATERIAL**

The Department of Energy of the United States of America (DOE) and the Lebanese Customs Administration (LCA), hereinafter referred to collectively as the "Participants";

Desiring to cooperate to prevent illicit 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 points of entry/exit in the Lebanese Republic;

Have reached the following understanding:

I. SCOPE OF COOPERATION

1. The DOE, through its National Nuclear Security Administration, may provide the LCA technical assistance, in the form of equipment and materials, as well as training and services, for LCA's use to detect and interdict illicit trafficking in special nuclear material and other radioactive material at points of entry/exit in the Lebanese Republic jointly selected by DOE and LCA. 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.
2. Each Participant may, following written notification to the other Participant, delegate responsibilities for the implementation of this Statement of Intent ("Statement") to other ministries or agencies of its respective Government.
3. DOE's technical assistance may include:
 - a. delivery and installation at selected seaports, airports, land border crossings and other facilities jointly determined by the Participants, of DOE- donated equipment adapted as appropriate for customs control conditions in the Lebanese Republic (including testing, setup, and demonstration of the equipment);

- b. delivery of DOE-donated spare parts kits, test equipment and other maintenance equipment to maintain the DOE-supplied equipment;
 - c. technical support for maintenance of the equipment provided by DOE, as set forth in a maintenance and sustainability plan jointly determined by the Participants; and
 - d. training of LCA 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;
- 4. With approval by the LCA upon request by DOE, representatives of the DOE may make technical evaluations of the equipment supplied under this Statement.
 - 5. As mutually determined during the term of this Statement, DOE and LCA or their implementing agents 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 Statement.
 - 6. The terms of any technical assistance provided under this Statement are expected to be set forth in contracts or other written arrangements between DOE and LCA or their designated implementing agents.
 - 7. The LCA should endeavor to ensure that the equipment and materials provided under this Statement are afforded priority processing to allow prompt engineering approvals, and equipment and materials deliveries to their ultimate destination in the Lebanese Republic.
 - 8. During the term of this statement, the Participants intend to discuss additional areas for cooperation including but not limited to, alarm adjudication and resolution; exchange of lessons learned; discussion of protocols for emergency management; and other matters as mutually determined.

II. NON-TRANSFER OF EQUIPMENT

Unless the written consent of the DOE has first been obtained, the LCA is not to transfer title to, or possession of, any equipment provided by the DOE pursuant to this Statement, other than within the Government of the Lebanese Republic.

III. TAX AND CUSTOMS TREATMENT OF EQUIPMENT

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

IV. GENERAL PROVISION

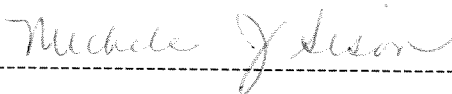
The Statement does not constitute a legally binding agreement. All activities of each Participant and its implementing agents under this Statement should be carried out in accordance with the laws and regulations of that Participant's Government and with applicable international agreements to which that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

V. EFFECTIVE DATE AND DURATION

1. Cooperation under this Statement may begin upon signature by both Participants and (subject to paragraph 3), continue for 3 years thereafter and be automatically renewed for additional 1-yr periods.
2. This Statement may be modified in writing by the Participants' mutual consent. Any such modifications may take effect upon signature by both Participants.
3. If either Participant wishes to end its cooperation under the Statement at any time, it should endeavor to provide at least 90 days' advance written notice to the other Participant.

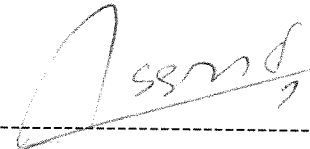
Signed at Beirut this thirtieth day of December, 2008, in duplicate.

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



Michele J. Sison
U.S. Ambassador to Lebanon

FOR THE LEBANESE CUSTOMS
ADMINISTRATION:



General Assaad Ghanem
Director General, Lebanese Customs