

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF PORTS AND AVIATION OF THE
DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
AND
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
CONCERNING
COOPERATION TO PREVENT
THE ILLICIT TRAFFICKING IN NUCLEAR AND OTHER
RADIOACTIVE MATERIAL**

The Ministry of Ports and Aviation of the Democratic Socialist Republic of Sri Lanka (MPA), and the Department of Energy of the United States of America (DOE) hereinafter referred to collectively as the "Participants";

Recognizing the high volume of trade between the Port of Colombo and seaports in the United States of America, and Sri Lanka's role as a transport hub for cargo originating in many countries;

Being convinced of a need to detect, deter, and where necessary, to interdict illicit trafficking in nuclear and other radioactive material, including terrorist attempts to disrupt global trade through or from ports in the Democratic Socialist Republic of Sri Lanka or to attempt to make use of commercial shipping to further terrorist schemes;

Have reached the following understanding:

I. SCOPE OF COOPERATION

1. The DOE, through its National Nuclear Security Administration, may provide the MPA technical assistance in the form of equipment and materials, as well as training and services, for MPA's use at terminal facilities in the Port of Colombo and other seaports in Sri Lanka as mutually determined by the Participants, 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 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. DOE's technical assistance may include:

- a. delivery and installation at terminal facilities in the Port of Colombo and other seaports in Sri Lanka as the Participants mutually determine of equipment and devices adapted as appropriate for customs control conditions (including testing, setup, and demonstration of the equipment and devices);
 - b. delivery of spare parts kits, test equipment and other maintenance equipment to maintain equipment and devices;
 - c. training of MPA 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
 - d. additional areas of cooperation of mutual interest to DOE and MPA.
3. Upon reasonable request by DOE, representatives of the DOE may make technical evaluations of the equipment supplied under this Memorandum of Understanding (MOU) for a period of three years starting from the deployment date of the equipment.
4. DOE and MPA 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.
5. 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 MPA or their designated implementing agents.
6. The MPA should endeavor to ensure that equipment and materials provided under this MOU are afforded priority processing to allow prompt engineering approvals, and equipment and materials deliveries to their ultimate destination in the Democratic Socialist Republic of Sri Lanka.

II. PROVISION OF INFORMATION

MPA is to furnish the United States Government, through its representatives (to be designated by DOE) present in Sri Lanka and in a format and according to a schedule to be determined by the Participants, with data on 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 the MOU.

III. NON-TRANSFER, NON-DISCLOSURE

1. Information obtained by either Participant's Government as a result of the technical assessment and implementation of cooperation under this MOU is not to be disclosed to a third government or other third party without the prior consent of the other Participant. Transfer of information by either Participant's Government, as required under international agreements to which such Government is a party, is not regarded as such disclosure to third governments or other third parties. The fact of any such transfer of information to a third government or other third party is to be promptly notified to the other Participant in writing.
2. Unless the written consent of the DOE has first been obtained, the MPA is not to transfer title to, or possession of, any equipment provided by the DOE pursuant to this MOU, other than to other ministries, bureaus, agencies or departments within the Government of the Democratic Socialist Republic of Sri Lanka.

IV. TAX AND CUSTOMS TREATMENT OF EQUIPMENT

The Participants understand that the DOE is not to pay any taxes, duties or other charges on equipment, materials, training or services provided by the DOE under this MOU.

V. GENERAL PROVISION

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

VI. EFFECTIVE DATE AND DURATION

Implementation of this MOU is to begin upon signature by both Participants, and completion of any additional implementation procedures that may be necessary. This MOU may be modified in writing by the Participants' mutual consent. Any such modification is to take effect upon signature by the Participants. If either Participant wishes to end its cooperation under the MOU, it should endeavor to provide at least 90 days' advance written notice to the other Participant.

Signed at Washington, DC this 20 day of July, 2004.

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

Syrian Aliakhan
Mr. J.
20th July '04

FOR THE MINISTRY OF PORTS AND
AVIATION OF THE DEMOCRATIC
SOCIALIST REPUBLIC OF SRI LANKA:

Mr. L.