

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF INTERIOR OF THE REPUBLIC OF BULGARIA
CONCERNING COOPERATION TO PREVENT
ILLCIT TRAFFICKING IN NUCLEAR AND OTHER RADIOACTIVE
MATERIAL

The Department of Energy of the United States of America (DOE) and the Ministry of Interior of the Republic of Bulgaria (MOI), 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 Republic of Bulgaria (hereinafter referred to as Bulgaria); and

Having regard to Bulgaria's obligations deriving from its membership in the European Community and the European Atomic Energy Community;

Have reached the following understanding:

I. SCOPE OF COOPERATION

1. The DOE, through its National Nuclear Security Administration, may provide MOI technical assistance, at no cost, in the form of equipment and materials, as well as training and services, for MOI's use to detect and interdict illicit trafficking in special nuclear material and other radioactive material at points of entry/exit in Bulgaria jointly selected by the DOE and MOI. 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 Memorandum of Understanding ("Memorandum") 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 equipment adapted as appropriate for conditions at customs control posts and other selected locations in Bulgaria (including testing, setup, and demonstration of the equipment);
 - b. delivery of spare parts kits, test equipment and other maintenance equipment to maintain the DOE-supplied equipment;
 - c. support for maintenance of the equipment provided by DOE, as set forth in a maintenance and sustainability plan jointly determined by the Participants;

- d. training of MOI 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 MOI .
- 4. Upon request by DOE, representatives of the DOE may make technical evaluations of the equipment supplied under this Memorandum.
 - 5. DOE and the MOI 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 Memorandum.
 - 6. 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 the MOI or their designated implementing agents.
 - 7. The MOI 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 Bulgaria.

II. PROVISION OF INFORMATION

The MOI is to furnish the Government of the United States of America, through its representatives (to be designated by DOE) present in Bulgaria 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 Memorandum.

III. NON-TRANSFER OF EQUIPMENT

The MOI should not transfer title to, or possession of, any equipment provided by the DOE pursuant to this Memorandum, other than within the Government of Bulgaria.

IV. 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 Memorandum.

V. GENERAL PROVISION

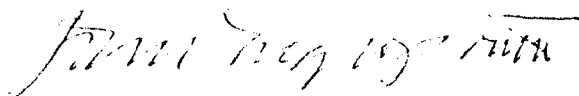
All activities of each Participant and its implementing agents under this Memorandum should be carried out in accordance with the laws and regulations of that Participant's Government and with applicable international agreements to which that Participant's Government is party.

VI. EFFECTIVE DATE, MODIFICATION AND DURATION

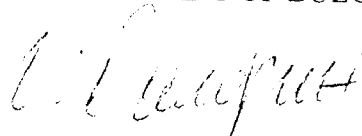
Implementation of this Memorandum may begin upon written notification to DOE by the MOI that the Government of Bulgaria has completed its applicable requirements for implementation of the Memorandum. This Memorandum may be modified in writing by the Participants' mutual consent. Any such modifications may take effect upon signature by both 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 Washington, in duplicate, this seventeenth day of June, 2008, in the English and Bulgarian languages.

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

A handwritten signature in cursive script, appearing to read "James Hansen".

FOR THE MINISTRY OF INTERIOR
OF THE REPUBLIC OF BULGARIA:

A handwritten signature in cursive script, appearing to be a name in Cyrillic or a stylized signature.