

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF INTERNAL AFFAIRS
OF THE REPUBLIC OF MOLDOVA

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 Internal Affairs of the Republic of Moldova (MIA) acting through the Border Police Department (BPD), 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 border crossing points and within the borders of the Republic of Moldova (hereinafter referred to as Moldova),

Have reached the following understanding:

I. SCOPE OF COOPERATION

1. DOE, through its National Nuclear Security Administration, may provide, at no cost to the MIA, technical assistance, in the form of equipment and materials, as well as training and services, for use by the Border Police Department (BPD) to detect and interdict illicit trafficking in special nuclear material and other radioactive material at locations in Moldova jointly selected by DOE and BPD.
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 ("MOU") to other ministries or agencies of its respective government.
3. DOE's technical assistance may include:
 - a. delivery and installation at selected locations in Moldova jointly determined by DOE and BPD, of radiation detection equipment (including testing, setup, and demonstration of the equipment);
 - b. delivery of spare parts kits, test equipment and other maintenance equipment to maintain 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 DOE and BPD;
 - d. training of BPD 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;
 - e. additional areas of cooperation of mutual interest to the Participants.
4. Upon request by DOE, representatives of DOE may make technical evaluations of the equipment supplied under this MOU.
5. The Participants 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 the Participants or their designated implementing agents.
7. BPD should endeavor to ensure that equipment and materials provided under this MOU are afforded priority processing to allow prompt engineering approvals. In addition, BPD should endeavor to ensure that equipment and materials are delivered promptly to their ultimate destinations in Moldova.

II. PROVISION OF INFORMATION

BPD is to furnish the United States Government, through United States Government representatives (to be designated by DOE) present in Moldova with data on any detections or seizures of special nuclear material and of other radioactive material made as 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, BPD should not transfer title to or possession of any equipment provided by DOE pursuant to this MOU, other than between agencies of the Government of the Republic of Moldova.

IV. TAX 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 CONSIDERATIONS

1. This MOU does not constitute a legally binding agreement. All activities of each Participant and its implementing agents under this MOU should be carried out in

accordance with the laws and regulations of that Participant's State and with applicable international agreements to which that Participant's State is party.

2. This MOU is not intended to duplicate any of the activities conducted under the Memorandum of Understanding Between the Department of Energy of the United States of America and the Customs Service under the Ministry of Finance of the Republic of Moldova Concerning Cooperation to Prevent Illicit Trafficking in Nuclear and Other Radioactive Material of July 19, 2011.

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 Ministry of IA in duplicate, this 20 day of December, 2013, in the English language and the official State language of the Republic of Moldova.

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



FOR THE MINISTRY OF INTERNAL
AFFAIRS OF THE REPUBLIC OF
MOLDOVA:

