

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF ENERGY  
OF THE UNITED STATES OF AMERICA  
AND  
THE CRITICAL INFRASTRUCTURE AND  
COASTAL PROTECTION AUTHORITY  
OF THE UNITED ARAB EMIRATES  
FOR COOPERATION ON  
NUCLEAR SECURITY



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**FOR COOPERATION ON  
NUCLEAR SECURITY**

The Department of Energy of the United States of America ("DOE") and the Critical Infrastructure and Coastal Protection Authority of the United Arab Emirates ("CICPA"), hereinafter individually referred to as a "Participant" and jointly referred to as the "Participants,"

Have reached the following understanding:

**1. OBJECTIVE**

The objective of this Memorandum of Understanding ("Memorandum") is to facilitate cooperation between the Participants to develop and implement procedures and practices aimed at providing security for nuclear and related infrastructure in the United Arab Emirates.

## **2. AREAS OF COOPERATION**

DOE, acting through its National Nuclear Security Administration ("NNSA"), intends to provide technical assistance through the programs and activities of the Office of Defense Nuclear Nonproliferation, to:

- (a) Support CICPA's nuclear security program by providing related policies, procedures, or other documents; and training, workshops, and technical exchanges. Such activities may be conducted via conference calls, technical training visits, seminars, national laboratory and site visits, as well as demonstrations and exercises as mutually determined by the Participants. Topics could include, but are not limited to:

1. Transport security of nuclear and radioactive material
2. Cyber security (security of information technology)
3. Emergency preparedness and response
4. Organization structure of nuclear security management
5. Threat and risk assessment (methods and techniques)
6. Assessment of security systems (performance, selection, and maintenance)
7. Vulnerability assessment (methods and techniques) for critical infrastructure facilities
8. Response forces
9. Physical protection systems central alarm system (CAS)/secondary alarm station (SAS) design, operations and operator training
10. Physical protection systems and performance testing policies, methods, and techniques
11. Nuclear material accounting and control

## 12. Human reliability and fitness for duty programs

## 13. Insider threat mitigation.

- (b) Provide support to build and identify professional staff development opportunities for CICPA's nuclear security program, particularly in the areas of vulnerability assessment, information and computer security, document control, and other related areas to be determined and approved jointly by the Participants.
- (c) Provide technical expertise to support the development of a nuclear security training center for security force members for CICPA based on written request.
- (d) Support future nuclear security exercises and similar activities.
- (e) Coordinate with other departments and agencies in the Participants' countries, as appropriate.

### 3. **FINANCIAL ASPECTS**

From time to time, CICPA intends to submit an official request if it wishes to benefit from the activities provided by the DOE. The DOE intends to provide a detailed cost estimate for the requested activities. When the Participants settle on the list of activities and cost, CICPA intends to transfer funds representing 100% of the expenditures expected to be incurred to DOE's account at the Federal Reserve Bank of New York. Such transfers are expected to occur not less than 45 days before the planned activities commence.

- (a) DOE may accept, retain, and use the transferred funds for the CICPA-funded activities for a period of five years from time of receipt, to the extent permitted by U.S. law.
- (b) DOE intends to give written notification to CICPA of any changes to banking information at least four months in advance of planned activities.

- (c) In the event that, at the conclusion of the CICPA-funded activities, there is an unencumbered balance of the contributions, the Participants intend to consult and:
  - (i) Expand the CICPA-funded activities to encompass a wider range of activities within the scope of Section (2) of this Memorandum in order to utilize the outstanding contributions amount; or,
  - (ii) If activities cannot be expanded, or it is not mutually acceptable or feasible to do so, DOE intends to promptly return to CICPA the unexpended amount.
- (d) DOE intends to keep accounts and records of the transferred funds, including all expenditures or understandings, and to comply with its relevant regulations and with generally accepted accounting principles, including those related to audits.
- (e) DOE may allow, with previous reasonable notice, CICPA, or its representatives, access to audits performed by DOE with regard to the DOE disbursement of the funds, for a period of three years after disbursement of the funds are completed. CICPA understands that DOE may remove from its audits any information that DOE may be required to protect under U.S. law.
- (f) CICPA intends to bear all taxes, customs duties and charges inside and outside the United Arab Emirates in case that CICPA requests material, equipment, or other goods and services from DOE to be provided to CICPA.

#### **4. POINTS OF CONTACT**

The Participants intend to each designate a representative to liaise and coordinate with the other representative for the purposes of this Memorandum. Each Participant is expected to endeavor to notify the other Participant in writing of any change in its representative.

- (a) DOE hereby designates as its point of contact:

Deputy Administrator  
Office of Defense Nuclear Nonproliferation  
National Nuclear Security Administration  
U.S. Department of Energy  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585

- (b) CICPA hereby designates as its point of contact:

Barakah Sector Command  
Tel: +97126552929 / +97126552955  
Fax: +97126555288  
P.O. Box 62220, Abu Dhabi, U.A.E

The Participants intend to consult and coordinate regarding the implementation of this Memorandum by a joint committee consisting of these representatives to evaluate the accomplished works, as necessary.

The Participants intend to hold an annual program review meeting to review and assess the performance progress.

## **5. INTERPRETATION**

- (a) Any disputes arising from this Memorandum with respect to its interpretation, application, or implementation are expected to be settled amicably based on consultations between the Participants.
- (b) This Memorandum does not create any legal obligations between the Participants.
- (c) The Participants may allow other ministries or agencies of their respective Governments to participate in activities under this Memorandum, upon the mutual approval of the Participants.

- (d) Cooperation under this Memorandum is subject to the respective domestic laws and regulations and international legal obligations applicable to each of the Participants.
- (e) Cooperation under this Memorandum is subject to the availability of appropriated funds, personnel, and other resources by the appropriate governmental authorities, and to the laws and regulations applicable to each of the Participants.

## **6. CONFIDENTIALITY**

The Participants intend, to the extent consistent with their respective domestic laws and regulations, to protect all data, information, and documents exchanged or disclosed between the Participants under this Memorandum as a result of their application or implementation of this Memorandum and not to disclose such data, information, or documents to any third party without prior written consent from the other Participant. The Participants intend to use such data, information, and documents only for the goals and purposes of this Memorandum and consistent with their respective laws and regulations.

## **7. COMMENCEMENT, MODIFICATION AND DISCONTINUATION**

- (a) Cooperation under this Memorandum is intended to commence upon signature by both Participants and to continue for a period of ten (10) years and may be renewed for similar periods by the mutual written consent of the Participants.
- (b) This Memorandum may be modified with the mutual written consent of the Participants. Such modifications commence from the date of the last signature and are intended to be appended to this Memorandum.
- (c) Either Participant may discontinue cooperation under this Memorandum at any time by informing the other Participant through written notice, which it is expected to endeavor to provide at least three months in advance.

Signed in two originals in English.

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

Signature: 

**Lisa E. Gordon-Hagerty**

Under Secretary for Nuclear Security and  
NNSA Administrator

Date: / 09 / 2019

**FOR THE CRITICAL  
INFRASTRUCTURE AND  
COASTAL PROTECTION  
AUTHORITY OF THE UNITED  
ARAB EMIRATES**

Signature: 

**Staff Major General Pilot**

**Ali Mohamed Musleh Al Ahbabi**

Chairman of the Critical Infrastructure  
And Coastal Protection Authority

Date: 17 / 09 / 2019