

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CUSTOMS DIRECTORATE OF THE SLOVAK REPUBLIC
AND
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
CONCERNING COOPERATION TO PREVENT
ILLCIT TRAFFICKING IN NUCLEAR AND OTHER RADIOACTIVE MATERIAL

The Customs Directorate of the Slovak Republic (CDSR) and the Department of Energy of the United States of America (DOE), 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 Slovak Republic; and

Having regard to the obligations of the Slovak Republic 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 CDSR technical assistance, at no cost to the Government of the Slovak Republic, in the form of equipment and materials, as well as training and services, for CDSR's use to detect and interdict illicit trafficking in special nuclear material and other radioactive material at points of entry/exit in the Slovak Republic as mutually identified by the DOE and CDSR. 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. development, in consultation and coordination with CDSR, of technical means and methods of CDSR's detection and identification of special

- nuclear material and other radioactive material, and response procedures and capabilities;
- b. delivery and installation, at points of entry/exit, of equipment adapted as appropriate for conditions at customs control posts and other selected locations in the Slovak Republic (including testing, setup, and demonstration of the equipment);
 - c. delivery of spare parts kits, test equipment and other maintenance equipment to maintain the DOE-supplied equipment;
 - d. training of CDSR 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. support for maintenance of the equipment provided by DOE, as set forth in a maintenance and sustainability plan mutually determined by the Participants; and
 - f. additional areas of cooperation of mutual interest to DOE and the CDSR.
4. Upon reasonable request by DOE, representatives of the DOE may make technical evaluations of the equipment supplied under this MOU for a period of three years starting from the deployment date of the equipment.
 5. DOE and the CDSR 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 DOE and the CDSR or their designated implementing agents.
 7. The CDSR 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 Slovak Republic.

II. PROVISION OF INFORMATION

The CDSR should furnish the Bureau of Customs and Border Protection of the United States of America with data on any detections or seizures of unauthorized special nuclear material and of other radioactive material that are in breach of

customs legislation, in accordance with the provisions of the Agreement between the United States of America and the European Community on Customs Cooperation and Mutual Assistance in Customs Matters of May 28, 1997, as amended.

III. NON-TRANSFER OF EQUIPMENT

Unless the written consent of the DOE has first been obtained, the CDSR should not transfer title to, or possession of, any equipment provided by the DOE pursuant to this MOU, other than within the Government of the Slovak Republic.

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 MOU.

V. GENERAL PROVISION

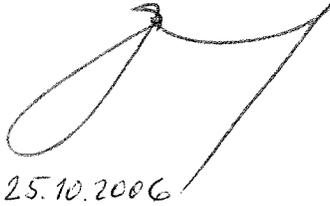
This MOU represents a political commitment by both sides and does not constitute a legally binding agreement. All activities of each Participant and its implementing agents under this MOU should be carried out in accordance with the laws and regulations of that Participant's Government and with applicable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

VI. EFFECTIVE DATE AND DURATION

Implementation of this MOU is expected to begin upon signature by both Participants. This MOU may be modified in writing by the Participants' mutual consent. Any such modification may take effect upon signature by both 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 in duplicate.

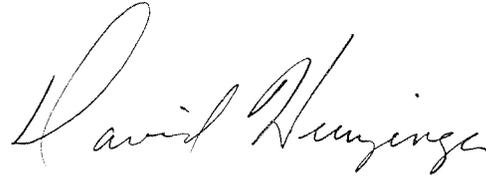
FOR THE CUSTOMS DIRECTORATE
OF THE SLOVAK REPUBLIC:



Date: 25.10.2006
Place: BRATISLAVA

JOZEF GONZÁL

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



Date: 27-12-2006
Place: Washington, DC

DAVID HUIZENGA