

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA  
AND  
THE SPECIAL SERVICE FOR NATIONAL SECURITY OF  
THE REPUBLIC OF HUNGARY  
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 Special Service for National Security of the Republic of Hungary (SSNS), 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 selected locations within the Republic of Hungary (hereinafter referred to as Hungary);

Have reached the following understanding:

## I. SCOPE OF COOPERATION

1. DOE, through its National Nuclear Security Administration, may provide SSNS technical assistance, at no cost, in the form of equipment and materials, as well as training and services, for SSNS's use to detect and interdict illicit trafficking in special nuclear material and other radioactive material at locations in Hungary jointly selected by DOE and SSNS. 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 Hungary jointly determined by the Participants, 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 the Participants;
  - d. training of SSNS 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 SSNS.
4. Upon request by DOE, representatives of DOE may make technical evaluations of the equipment supplied under this MOU.
5. DOE and SSNS 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 SSNS or their designated implementing agents.
7. The SSNS 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 Hungary.

## II. PROVISION OF INFORMATION

The SSNS is to furnish the Government of the United States of America, through United States Government representatives (to be designated by DOE) present in Hungary 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 this MOU.

## III. NON-TRANSFER OF EQUIPMENT

Unless the written consent of DOE has first been obtained, the SSNS 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 Hungary.

## 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

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. IMPLEMENTATION, MODIFICATION, AND DISCONTINUATION

Implementation of this MOU is to begin upon signature by both Participants. This MOU may be modified in writing by the Participants' mutual consent. Any such modifications are to be operative 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 at Washington, on the ~~23<sup>rd</sup>~~ day of December 2010, and at Budapest, on the ~~13<sup>th</sup>~~ day of January 2011, in duplicate.

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



FOR THE SPECIAL SERVICE FOR  
NATIONAL SECURITY OF THE  
REPUBLIC OF HUNGARY:

