

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
FOR COOPERATION IN ESTABLISHING A CENTER OF EXCELLENCE
ON NUCLEAR SECURITY

The Government of the United States of America, through its Department of Energy/National Nuclear Security Administration, and the Government of the People's Republic of China, through the China Atomic Energy Authority, hereinafter referred to as the "Participants":

AFFIRMING that cooperation between the United States of America and the People's Republic of China (China) to enhance nuclear security would benefit both countries and enhance international peace and security;

SHARING a commitment to strengthen cooperation in nuclear non-proliferation, nuclear security and in combating nuclear terrorism;

NOTING their close collaboration on nuclear security and safeguards, radioactive waste management, and nuclear emergency preparedness and response;

RECALLING the success of their jointly conducted demonstration of integrated nuclear material management technology;

DESIRING to work together to fulfill China's current and future nuclear security training needs; and

DESIRING to cooperate and jointly design, fund, and establish a Center of Excellence (the Center) in China, to promote effective nuclear security and safeguards,

Have reached the following understanding:

Section 1 –Establishment of the Center

Planned collaborative activities under this Memorandum of Understanding (Memorandum) include:

A. Exchange of Technical Information and Best Practices

Meetings in order to exchange technical information and best practices in the field of nuclear security. These exchanges may address technical, financial, policy, regulatory, project approval, and program planning aspects of establishing a Center of Excellence and conducting nuclear security training activities.

B. Analyses of Training Needs and Job Tasks

The conduct of expert training needs and job task analyses in order to develop an appropriate scope for the Center of Excellence to help meet the nuclear material physical protection, control, and accounting (MPC&A) and safeguards training requirements of China's nuclear complex.

C. Establishment of the Center

Through close consultations, the joint design, funding, and establishment of the Center. Activities to establish the Center may include procurement of equipment to outfit the Center.

D. Implementation of Demonstration Projects

Upon completion of the Center, the implementation of a demonstration project, to display the Center's nuclear security training capabilities and technology.

Other demonstration projects may be implemented under this Memorandum.

Section 2 – Operation of the Center

Planned actions for operation of the Center include:

A. Upon completion of the Center, the Government of China's assumption of responsibility for its operation.

B. The design, development, and implementation of technical, analytical, and policy training in the area of nuclear security.

C. On at least an annual basis, consultations on the efficiency and effectiveness of the participating entities' nuclear security cooperation at the Center.

Section 3 – Functions of the Center

- A. The scope of cooperation to be advanced by this Center may include, but is not limited to, nuclear security and safeguards; nuclear material physical protection, control, and accounting; nuclear detection technology; nuclear measurement; nuclear emergency preparedness and response. The Center is intended also to serve as a forum for exchange of technical information and best practices, training course development and implementation, technical collaboration, technology demonstrations, and field testing of MPC&A and related nuclear security, safeguards technologies, concepts, and practices.
- B. The Center is intended to serve as a focal point to promote multilateral nuclear security throughout the Asia/Pacific region as well as bilateral and multilateral nuclear security training involving a broader international audience.

Section 4 – Taxes and Customs Treatment

The Participants understand that the United States Government and its implementing agents are not to pay any taxes, duties, or other charges on any equipment, materials, training, or services provided under this Memorandum.

Section 5 – Non-Transfer of Equipment

The Participants and their respective implementing agents are not to transfer title to, or possession of, any equipment provided pursuant to this Memorandum, without the prior written consent of the provider of the equipment.

Section 6 - General Considerations

- A. The Participants intend jointly to fund the activities conducted under this Memorandum, subject to a joint determination in writing by the Participants, through their implementing agents prior to conducting each phase of the work, of a division of responsibilities and identification of available funding.
- B. The implementation of this Memorandum is subject to the availability of appropriated funds, personnel, and other resources.
- C. Each Participant may designate additional government agencies, and invite other organizations, in its respective country to participate in cooperative activities under this Memorandum, subject to such terms as the Participants may specify.

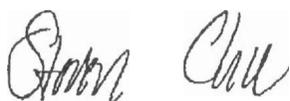
- D. Classified or state secret information should not be exchanged in the conduct of activities under this Memorandum. Information transferred under this Memorandum that is designated in writing by the providing Participant as sensitive is to be protected from unauthorized disclosure. Access to such sensitive information is to be restricted to persons with demonstrable need-to-know.
- E. Each Participant should conduct the activities contemplated under this Memorandum in accordance with its applicable laws and regulations, and international agreements to which it is party.

Section 7 – Commencement, Modification, and Discontinuation

- A. This Memorandum is to come into effect upon signature and activities under this Memorandum may thence commence.
- B. This Memorandum may be modified in writing by the Participants' mutual consent. Any such modification is to take effect upon signature by the Participants.
- C. The Participants may discontinue this Memorandum at any time by mutual consent in writing. If a Participant wishes to discontinue its participation in this Memorandum, it should endeavor to provide at least 90 days advance written notice to the other Participant.

Signed at Beijing on the 17th day of January 2011, and at Washington on the 19th day of January 2011, in duplicate in the English and Chinese languages.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA:

