

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

AND

THE CRITICAL NATIONAL INFRASTRUCTURE AUTHORITY
OF THE EMIRATE OF ABU DHABI OF THE UNITED ARAB EMIRATES

FOR CRITICAL ENERGY INFRASTRUCTURE PROTECTION TRAINING

The Department of Energy of the United States of America (DOE) and the Critical National Infrastructure Authority (CNIA) of the Emirate of Abu Dhabi of the United Arab Emirates (UAE), hereinafter collectively the “Participants”,

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

I. PURPOSE

- A. The purpose of this Memorandum of Understanding (Memorandum) is to establish a framework for the provision by DOE’s National Training Center of certain training to CNIA protective force personnel responsible for guarding UAE civil nuclear facilities (hereafter the “Services”).
- B. DOE is to provide the services, materials, personnel, cost projections and other resources necessary for performance and completion of the jointly decided Services. CNIA is to provide funds to DOE for provision of the Services on an advance-of-funds basis.

II. FINANCIAL ARRANGEMENTS AND REPORTING

- A. The total gross value of the Services to be provided under this Memorandum is up to three million United States Dollars (\$3,000,000USD).
- B. CNIA's payment for the Services is to be based on the rates specified in Annex A, which is attached to this Memorandum. The Annex may be revised from time to time as necessary.
- C. CNIA is to make advance payment for the full cost of the Services, in United States dollars for deposit to DOE's account at the Federal Reserve Bank of New York (the "Account"), in accordance with arrangements mutually decided by the Participants.
- D. DOE intends to keep accounts and records of the costs of the Services provided, in accordance with its relevant regulations and generally accepted accounting principles, including those related to audits. DOE is to provide CNIA with a monthly accounting of disbursements from the Account for the Services. DOE intends to return to CNIA any CNIA funds remaining in the Account upon discontinuation or completion of the Services by DOE.
- E. CNIA is to be responsible for all costs associated with delivery of the Services, as jointly determined by the Participants, including, but not limited to, travel between the United States and the UAE and within the United States, lodging, meals, visas, supplies and equipment, and translation services. These costs are subject to DOE's normal budgetary guidelines and approvals. In the event that CNIA for any reason decides to cancel or postpone a training event and/or is unable to meet operational deadlines, CNIA is to be responsible for any expenses related to cancellation of scheduled activities. Those costs are to be identified before DOE's engagement on each activity.

III. POINTS OF CONTACT

- A. For purposes of facilitating communication under this Memorandum, CNIA hereby designates as its point of contact:

Lieutenant Colonel Musabeh Hamad Khalifa Alkaabi, Director
Nuclear Power Plant Protection
Critical National Infrastructure Authority

B. For the same purpose, DOE hereby designates as its point of contact:

Lesley A. Gasperow, Acting Director
National Training Center
Office of Health, Safety and Security
U.S. Department of Energy

C. Each point of contact is authorized to act on behalf of his/her respective Participant in all matters related to provision of the Services covered under this Memorandum.

V. GENERAL CONSIDERATIONS

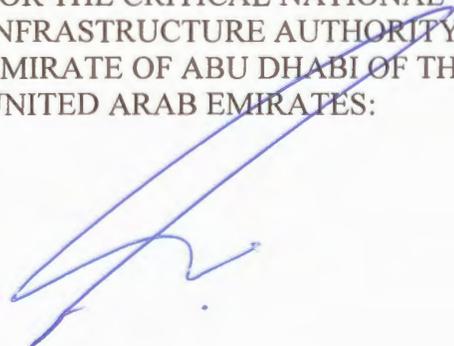
- A. Cooperation under this Memorandum may commence upon signature by both Participants.
- B. This Memorandum may be revised at any time in writing by the Participants' mutual consent.
- C. This Memorandum does not create any legally binding obligations between the Participants.
- D. The Participants may discontinue this Memorandum at any time in writing. Either Participant may discontinue its participation in this Memorandum, but should endeavor to give at least 90 days advance notice in writing to the other Participant.
- E. Upon discontinuation of this Memorandum, CNIA is to be responsible for, and DOE is to retain payment for, all financial commitments made by DOE related to this Memorandum prior to the date of discontinuation.

Signed in duplicate.

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



FOR THE CRITICAL NATIONAL
INFRASTRUCTURE AUTHORITY OF THE
EMIRATE OF ABU DHABI OF THE
UNITED ARAB EMIRATES:



Date: *April 21, 2011*
Place: Washington

Date: *April 27, 2011*
Place: Abu Dhabi

ANNEX A

Schedule of Estimated Costs

The following schedule of estimated costs is based on the price of providing a modified Basic Security Police Officer Training (BSPOT) course at the National Training Center (NTC), Albuquerque, New Mexico. Course modifications are derived from discussions with representatives of the Critical National Infrastructure Authority (CNIA) based on specific needs. The modifications include removing one week of Department of Energy specific lecture-based training and replacing the lecture with performance-based firearms instruction. The modified course has been renamed Nuclear Security Basic Training in accordance with CNIA programmatic guidance.

The cost data presented consists of labor costs, other direct costs (supplies and support), administrative fees, and New Mexico Gross Receipts Tax for a single iteration of the Nuclear Security Basic Training course delivered at the NTC to twelve students from the CNIA. The duration of the course is six weeks.

Labor Costs

NTC Full Time Employees	\$55556
Intermittent Part-Time Instructors	\$39894

Sub-Total **\$ 95,450**

Other Direct Costs

Supplies – Ammunition	\$19268
Supplies – Course Material, Hand-Outs	\$ 1745
Meals/Transportation	\$ 8746
Subcontract Support – Dr. Ali	\$ 1000
Facilities	\$ 9285

Sub-Total **\$ 40,044**

Administrative Costs

Labor Overhead	\$ 2553
Contractor Fees	\$16598
Contingency Fee	\$15464
DOE Administrative Fee	\$ 4639

Sub-Total **\$ 39,254**

New Mexico Gross Receipts Tax

Sub-Total **\$ 8,812**

TOTAL: **\$183,560**