

AGREEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE STATE BORDER GUARD SERVICE UNDER THE MINISTRY OF INTERIOR OF
THE REPUBLIC OF LITHUANIA

ON COOPERATION IN PREVENTING ILLICIT TRAFFICKING OF NUCLEAR AND
OTHER RADIOACTIVE MATERIAL

The Department of Energy of the United States of America and the State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania, hereinafter the "Parties",

Having regard to the existing long cooperation tradition between the Parties' countries,

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 jointly selected locations in the Republic of Lithuania,

Noting the Agreement between the Government of the United States of America and the Government of the Republic of Lithuania Concerning Cooperation in the Area of the Prevention of Proliferation of Weapons of Mass Destruction, and the Promotion of Defence and Military Relations of 10 October 2002, as extended and amended (hereinafter the Intergovernmental Agreement), and

Having regard to the obligations of the Republic of Lithuania under international agreements, in particular those related to membership of the Republic of Lithuania in the European Union and the European Atomic Energy Community,

Have agreed as follows:

Article 1. Definitions

For purposes of this Agreement:

1. 'Nuclear material' shall mean plutonium, and highly enriched uranium with a greater than 20% concentration of U-235.
2. 'Other radioactive material' shall refer to sources of ionising radiation suitable for use in, but shall not be limited to, explosive devices filled with radioactive materials.

Article 2. Areas of Cooperation

1. The United States Department of Energy, through its National Nuclear Security Administration (hereinafter DOE), may provide free technical assistance to the State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania (hereinafter the SBGS) in the form of equipment and materials, including their components and related items, for use by the SBGS at border control posts or other locations in the Republic of Lithuania as mutually agreed upon by the Parties.
2. The SBGS or its authorised representative shall use the assistance provided hereunder exclusively for preventing the illegal transport, including the transit, of nuclear and other radioactive material across the state borders of the Republic of Lithuania.
3. The Parties may additionally agree on other areas of cooperation in writing.
4. This Agreement is subject to and governed by the Intergovernmental Agreement.

Article 3. DOE Technical Assistance

1. DOE technical assistance, i.e. equipment, materials, their parts and related items, provided under this Agreement shall be appropriately adapted for border control conditions and shall include their delivery and installation, involving testing, setup, and demonstration at sites of their intended use, as well as the delivery of units of spare parts, testing equipment and other technical means necessary for equipment maintenance and repair.
2. The SBGS and other appropriate personnel shall receive training on the correct use and maintenance of equipment provided by DOE.
3. The SBGS staff training shall also include special courses on the detection of the illegal transport of nuclear and other radioactive material on the Republic of Lithuania's borders, consultations on organising radiation control, training tours, supply of methodological material, know-how exchange and transfer of means related to training.
4. DOE may provide assistance and other services related to maintenance of equipment and materials provided under this Agreement, in accordance with an implementing action plan jointly agreed upon by the Parties in writing.

Article 4. SBGS Obligations

1. The SBGS and its authorised representatives shall provide assistance to DOE and its authorised representatives in implementing the provisions of this Agreement and shall coordinate their actions with other authorities of the Republic of Lithuania for the purpose of ensuring appropriate security measures for the personnel of the United States Government, contractors, and equipment on sites where work under this Agreement is carried out.

2. The SBGS and its authorised representatives shall coordinate actions with other appropriate authorities of the Republic of Lithuania regarding the assistance provided and shall, upon receipt of the results of an inspection carried out by authorities of the Republic of Lithuania, within 10 days issue an approval to DOE on the acceptance of technical assistance.

3. Upon request of DOE, the SBGS shall ensure conditions for DOE representatives to audit and inspect technical assistance provided under this Agreement, as provided in Article 12 of the Intergovernmental Agreement.

4. The SBGS shall provide data through the United States Embassy to the Republic of Lithuania on any detected or detained illegal transport of nuclear and other radioactive materials across the Republic of Lithuania's state borders.

5. Unless the written consent of DOE has first been obtained, the SBGS shall not transfer title to, or possession of, any equipment provided by DOE pursuant to this Agreement, other than within the Government of the Republic of Lithuania.

Article 5. Technical Consultations

1. The Parties may organise workshops, technical consultations and site inspections, and carry out the inspection and check of materials, installed equipment and testing equipment provided under this Agreement.

2. To ensure effective implementation of this Agreement, the Parties may establish joint expert task forces and may exchange technical information, recommendations and proposals on technical and training issues.

3. Either Party shall, upon written notice to the other Party, be entitled to designate technical liaison officers responsible for equipment, materials / items, training and services provided hereunder.

4. The terms of any technical assistance provided under this Agreement are expected to be set forth in separate contracts or other written arrangements between the Parties or their authorised representatives.

Article 6. Protection of Information

Each Party shall protect information received in the course of cooperation from unauthorized disclosure, in accordance with its applicable laws and regulations.

Article 7. Settlement of Disputes

Any disputes regarding the interpretation and application of this Agreement shall be settled by direct negotiations or consultations of the Parties.

Article 8. Final Provisions

1. The Parties shall each designate a contact person responsible for coordinating the implementation of this Agreement and shall notify each other thereof within 30 days of the date of entry into force of this Agreement.

2. The Parties shall notify each other without delay of any change of contact information and other information important for the implementation of this Agreement.

3. Implementing the provisions of this Agreement, the Parties or their authorised representatives may conclude the necessary implementing (technical) agreements or contracts. In the event of any inconsistency between this Agreement and such implementing agreements or contracts, this Agreement shall prevail.

4. The Parties may, by written agreement, amend this Agreement. Any such amendment shall constitute an integral part hereof.

5. This Agreement shall enter into force from the date of signature and shall continue in force for the duration of the Intergovernmental Agreement.

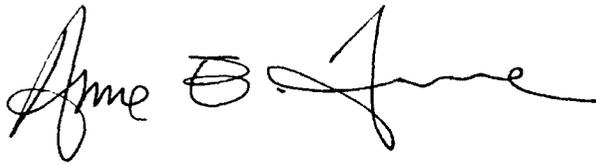
6. The Parties may terminate this Agreement by mutual consent in writing. Alternatively, either Party may give written notice to the other Party of its intent to terminate this Agreement. In such event this Agreement shall become null and void six months after the date on which such notice was received.

7. The provisions of Article 6 shall remain in force notwithstanding the termination of this Agreement.

8. In the event of any disagreement about the interpretation of this Agreement, the English text shall prevail.

DONE at Vilnius, in duplicate, this 22nd day of February 2011, in the English and Lithuanian languages, both texts being equally authentic.

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

A handwritten signature in black ink, appearing to read "Anne B. June". The signature is fluid and cursive, with a large initial "A" and a distinct "B" and "J".

FOR THE STATE BORDER GUARD SERVICE
UNDER THE MINISTRY OF INTERIOR OF
THE REPUBLIC OF LITHUANIA:

A handwritten signature in black ink, appearing to read "V. Kuntis". The signature is cursive and somewhat stylized, with a large initial "V" and a distinct "Kuntis".