

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF PERU
CONCERNING
COOPERATION TO STRENGTHEN CARGO CONTAINER SECURITY

The Government of the United States of America and the Government of the Republic of Peru (hereinafter the “Parties”):

Recognizing the high volume of trade between ports of the Republic of Peru and ports of the United States of America, and the location of Peru as a transport center for cargo arriving from many countries;

Convinced of the need to detect, deter, and where necessary, interdict illicit trafficking in special nuclear material and other radioactive material, including terrorist attempts to disrupt global trade or make use of commercial shipping to further terrorist schemes; and

Taking into account the United States Department of Energy’s Megaports Initiative, which is designed to provide equipment, training, and technical support to international partners to enhance their ability to deter, detect, and interdict illicit trafficking of special nuclear and other radioactive material in the global maritime system,

HAVE AGREED AS FOLLOWS:

ARTICLE I

SCOPE OF COOPERATION

1. The Government of the United States of America (hereinafter “the United States Government”), through the National Nuclear Security Administration of the U.S. Department of Energy (hereinafter “DOE”), may provide technical assistance at no cost to the Government of Peru, through its Peruvian Nuclear Energy Institute (hereinafter “IPEN”), in the form of equipment and materials, as well as training and services, for use at the Port of Callao and other of Peru’s ports as are to be jointly determined by DOE and IPEN, for the purpose of detecting, deterring, and, when necessary, interdicting illicit trafficking in special nuclear material and other radioactive material.
2. 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 and that pose a radiological risk.
3. DOE’s technical assistance may include:
 - a. delivery and installation, free of charge, at the Port of Callao and other of Peru’s ports as mutually determined by DOE and IPEN, of equipment adapted as appropriate for customs control conditions (including testing, setup, and demonstration of the equipment);
 - b. delivery of spare parts, test equipment, and other maintenance equipment for the DOE-supplied equipment;
 - c. training and equipping of selected Peruvian personnel in the detection, identification, recovery, and handling of special nuclear material and other radioactive material, response to detections of illicit trafficking in those materials, and in the proper use and maintenance of equipment provided by DOE;
 - d. support for maintenance of the equipment provided by DOE, as set forth in a maintenance and sustainability plan mutually determined by DOE and IPEN; and
 - e. additional areas of cooperation of mutual interest to DOE and IPEN.
4. The Government of Peru shall use the equipment and materials received, as well as the training and services provided, under this Agreement, only to implement measures to detect and identify special nuclear material and other radioactive material for the purpose of preventing their illicit trafficking.

5. Upon reasonable request by DOE, representatives of that agency shall be permitted to make technical evaluations of the equipment supplied under this Agreement, once such equipment is installed.
6. DOE and IPEN may jointly conduct technical workshops, consultations, on-site visits, verification inspections, and acceptance testing of materials and installed equipment. Bi-national working groups may be formed, comprised of technical experts who may exchange technical information and make proposals on technical and training matters to ensure the effective implementation of this Agreement.
7. The terms and conditions under which assistance may be provided under this Agreement shall be set forth in implementing agreements, contracts, or other written instruments between DOE and IPEN or their designated implementing agents. In case of any inconsistency between these implementing agreements and this Agreement, the provisions of this Agreement shall prevail.
8. Each Party may, following written notification to the other Party, delegate responsibilities for the implementation of this Agreement to other ministries, agencies, departments or units of its respective Government.

ARTICLE II

PROVISION OF INFORMATION

IPEN shall furnish the United States Government, through representatives of U.S. Customs and Border Protection of the U.S. Department of Homeland Security present in Peru, and in a format and according to a schedule determined by DOE and IPEN, with information on detections or seizures of special nuclear material and/or of other radioactive material made as a result of the use of the equipment and materials supplied pursuant to this Agreement.

ARTICLE III

TRANSFER OF EQUIPMENT

Unless the written consent of DOE has first been obtained, IPEN shall not transfer ownership, possession, or use of any equipment provided by DOE pursuant to this Agreement, other than to other ministries, agencies, departments or units of the Government of Peru.

ARTICLE IV

TAX TREATMENT FOR ASSISTANCE

1. Commodities (including materials, articles, supplies, goods, or equipment) provided, utilized or purchased by the United States Government or, in its behalf, by its contractors and grantees (and subcontractors and subgrantees) in connection with United States Government assistance that may be provided under this Agreement may be acquired, imported into, exported from, or used in, the territory of Peru free from any value-added taxes, tariffs, dues, customs duties, import taxes, or other similar taxes or charges, imposed by the Government of Peru or any subdivision thereof. This exemption shall be implemented in accordance with the national laws and regulations of Peru.
2. If, notwithstanding these exemptions, any taxes, customs duties or other charges to which the previous paragraph refers are paid, the Government of Peru shall make reimbursement thereof in accordance with the national laws and regulations of Peru.

ARTICLE V

GENERAL PROVISIONS

1. Each Party shall implement the cooperation under this Agreement in accordance with its own laws and regulations and applicable international agreements to which it is party.
2. The provision of assistance by the United States Government pursuant to this Agreement shall be subject to the availability of funds appropriated for use by the United States Government for this purpose.
3. Any dispute that arises regarding the interpretation or application of this Agreement shall be resolved by amicable consultation between the Parties via diplomatic channels.

ARTICLE VI

ENTRY INTO FORCE, DURATION, AMENDMENT, AND TERMINATION

1. This Agreement shall enter into force on the date of the last written notification by which the Parties notify each other that their internal requirements for entry into force have been fulfilled and shall remain in force until terminated in accordance with paragraph 3 of this Article.

2. This Agreement may be amended by written agreement of the Parties.
3. This Agreement may be terminated by both Parties at any time by written mutual consent. Alternatively, a Party may terminate this Agreement upon at least 90 days' advance written notice, via diplomatic channels, to the other Party. The projects and activities ongoing upon termination of this Agreement shall continue until their completion under the terms of this Agreement unless otherwise agreed in writing by the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington, in duplicate, this eleventh day of June 2013, in the English and Spanish languages, both texts being equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF
THE REPUBLIC OF PERU: