

**Agreement
Between
the Department of Defense
of the United States of America
and
the Ministry of Emergency Situations
of the Republic of Armenia
Concerning Cooperation in the Area of
Prevention of Proliferation of Technology, Pathogens and
Expertise that Could be Used in the Development of Biological Weapons**

The Department of Defense of the United States of America (Department of Defense) and the Ministry of Emergency Situations of the Republic of Armenia (Ministry of Emergency Situations) hereinafter referred to as the Parties,

Desiring to implement the Agreement Between the Government of the United States of America and the Government of the Republic of Armenia Concerning Cooperation in the Area of the Counterproliferation of Weapons of Mass Destruction, dated July 24, 2000 (hereinafter the Umbrella Agreement), as it pertains to the prevention of proliferation of technology, pathogens, and expertise that could be used in the development of biological weapons,

Have agreed as follows:

Article I

1. The Parties are cooperating to prevent the proliferation of technology, pathogens and expertise that could be used in the development of biological weapons.
2. The Department of Defense may provide assistance to the Ministry of Emergency Situations or its designated implementing agents at no cost, in accordance with the terms of this Agreement, to assist the Republic of Armenia in preventing the proliferation of technology, pathogens, and expertise, located at facilities in the Republic of Armenia, that could be used in the development of biological weapons, to enhance capacity to detect, diagnose, and report bioterror attacks and potential pandemics, and to facilitate strategic research partnerships. The Ministry of Emergency Situations and its designated implementing agents shall use all materials, goods, equipment, supplies, technology, training and services provided in accordance with this Agreement for these purposes.
3. This Agreement and all activities undertaken in accordance with this Agreement shall be subject to the provisions of the Umbrella Agreement. In the event of any discrepancies between this Agreement and the Umbrella Agreement, the provisions of the Umbrella Agreement shall prevail.

Article II

1. Each Party to this Agreement shall have the right, following written notification to the other Party, to delegate responsibilities for the implementation of this Agreement to other organizations, departments, agencies, or units of their respective governments.
2. To coordinate activities under this Agreement, each Party shall have the right, following written notification to the other Party, to designate technical representatives for materials, training and services provided pursuant to this Agreement.

Article III

1. The total cost to the Department of Defense of all materials, goods, equipment, supplies, technology, training and services provided pursuant to this Agreement and the associated expenses, including the costs related to the transportation of material and personnel, shall not exceed nine million U.S. dollars.
2. Assistance provided by the Department of Defense to the Ministry of Emergency Situations under Article I may include, but is not limited to, cooperative biological research, biological threat agent detection and response, and assistance for improving biological material protection, control and accountability to reduce the risk of theft or unauthorized use of dangerous pathogens in the Republic of Armenia.
3. Pursuant to the terms of this Agreement, the Department of Defense may, at its discretion, provide the Ministry of Emergency Situations with other types of assistance subject to the written agreement of the Parties.

Article IV

1. The Ministry of Emergency Situations will cooperate with the Department of Defense in implementing this Agreement as the assistance referred to in Article I is being provided.
2. The Ministry of Emergency Situations shall coordinate with appropriate ministries and other agencies and organizations within the Government of the Republic of Armenia to ensure that:
 - (a) materials, goods, equipment and supplies provided under this Agreement are afforded priority processing to allow prompt delivery to their ultimate destination within the Republic of Armenia; and
 - (b) appropriate security measures are provided for the Department of Defense representatives, contractors and equipment at those facilities associated with activities under this Agreement.
3. The Ministry of Emergency Situations shall facilitate the examination by the appropriate ministries and other agencies and organizations of the Government of the Republic of Armenia of all materials, goods, equipment and supplies received pursuant to this Agreement and provide confirmation of the acceptability of such materials to the Department of Defense within ten days of receipt of the results of such examinations. Materials, goods, equipment and supplies failing to

conform to agreed specifications shall be returned, at the expense of the Department of Defense, to the Department of Defense through the Embassy of the United States of America in Yerevan within thirty days of receipt for replacement.

4. The Ministry of Emergency Situations and its designated implementing agents shall consolidate and store all dangerous pathogens at the Ministry of Health of the Republic of Armenia laboratory chosen by the Government of the Republic of Armenia in coordination with the Government of the United States of America. Dangerous pathogens placed in the agreed laboratory shall remain there for the duration of the Umbrella Agreement, unless destroyed or their removal is agreed to in writing by the Parties.

5. The Ministry of Emergency Situations or its designated implementing agents shall transfer to the Department of Defense samples of requested dangerous pathogens collected in the Republic of Armenia for prophylactic, protective or other peaceful purposes, and shall share epidemiological data with the Department of Defense in order for the Parties to detect, diagnose and monitor disease outbreaks more effectively in the Republic of Armenia.

6. The Parties shall cooperate annually to develop a joint requirements and implementation plan (JRIP) describing the underlying assumptions, requirements and responsibilities for each project being undertaken pursuant to this Agreement.

Article V

In addition to the audit and examination rights provided by Article 11 of the Umbrella Agreement, representatives of the Parties shall have the right to evaluate the implementation of terms of contracts and the progress of activities at facilities involved in implementation of this Agreement.

Article VI

As appropriate, the Parties may enter into additional implementing arrangements or agreements to carry out the provisions of this Agreement. In the case of any inconsistency between this Agreement and any such arrangements or agreements, the provisions of this Agreement shall prevail.

Article VII

This Agreement may be amended by the written agreement of the Parties and may be terminated by either Party ninety days after written notification to the other Party of its intention to do so. Notwithstanding the termination of this Agreement, the provisions of Article IV, Paragraph 4 of this Agreement shall continue in force for the duration of the Umbrella Agreement.

Article VIII

This Agreement shall enter into force on the date the Parties exchange diplomatic notes confirming completion by each Party of all necessary internal governmental procedures required for entry into force, and shall remain in force for the duration of the Umbrella Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

DONE at Washington, this ____ day of _____, 2009, and at Yerevan, this ____ day of _____, 2009, in duplicate, each in the English and Armenian languages, both texts being equally authentic.

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

FOR THE MINISTRY OF
EMERGENCY SITUATIONS
OF THE REPUBLIC OF ARMENIA:

A handwritten signature in blue ink, appearing to read "Knut Hinkel", is written over the signature line for the Department of Defense of the United States of America.