

04-670

AGREEMENT  
BETWEEN  
THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA  
AND THE  
MINISTRY OF DEFENCE OF THE REPUBLIC  
OF SINGAPORE  
CONCERNING  
TECHNOLOGY RESEARCH AND DEVELOPMENT PROJECTS

This is to certify that the attached is a true copy of the original 37 page document.



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## PREAMBLE

The Department of Defense of the United States of America and the Ministry of Defence of the Republic of Singapore, hereinafter referred to as the "Parties":

Having a common interest in defense;

Recognizing the benefits to be obtained from standardization, rationalization, and interoperability of military equipments;

Desiring to improve their mutual conventional defense capabilities through the application of emerging technology;

Seeking to make the best use of their respective research and development capacities, eliminate unnecessary duplication of work and obtain the most efficient and cost-effective results through cooperation in Technology Research and Development Projects;

Desiring to further enhance cooperative research and development activities;

Have agreed as follows:

## ARTICLE I

### DEFINITIONS

The Parties have agreed upon the following definitions for terms used in this Agreement:

Classified Information	Official information that requires protection in the interests of national security and is so designated by the application of a security classification marking.
Contract	Any mutually binding legal relationship which obligates a Contractor to furnish supplies or services, and obligates one or both of the Parties to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the government organizations of the Parties. Contracting includes description (but not determination) of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting Agency	The entity within the government organization of a Party, which has authority to enter into, administer, and/or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Party who has the authority to enter into, administer, and/or terminate Contracts.
Contractor	Any entity awarded a Contract by a Party's Contracting Agency.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under this Agreement, the information shall be marked to identify its "in confidence" nature. It could include information which has been declassified, but remains controlled.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of any Party; however, the use of Project Foreground Information in the sale or other transfer to a Third Party shall be governed by the provisions of Article XII (THIRD PARTY SALES AND TRANSFERS) to this TRDP Agreement.

Designated  
Security  
Authority (DSA)

The security office approved by national authorities to be responsible for the security aspects of this Agreement.

Patent

Legal protection of the right to exclude others from making, using, or selling an invention. The term refers to any and all patents including, but not limited to, patents of implementation, improvement, or addition, petty patents, utility models, appearance design patents, registered designs, and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions of any of these.

Project:

Specific collaborative activity to research and develop basic, exploratory or advanced technologies that are described in a Project Agreement to this TRDP Agreement

Project Agreement(PA):

An implementing Agreement, added after the TRDP Agreement has been in force, which specifically details the terms of collaboration on a specific project.

Project  
Equipment

Any material, equipment, end item, subsystem, component, special tooling or test equipment provided for use in a Project.

Project  
Background  
Information

Information not generated in the performance of a Project.

Project  
Foreground  
Information

Project Information generated in the performance of a Project.

Project  
Information

Any information provided to, generated in, or used in a Project regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to copyright, Patent, or other legal protection.

**Project Invention**

Any invention or discovery formulated or made (conceived or first actually reduced to practice) in the course of work performed under a Project. The term first actually reduced to practice means the first demonstration, sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.

**Third Party**

A government other than the governments of the Parties and any person or other entity whose government is not the government of a Party to this Agreement.

## ARTICLE II

### OBJECTIVE

2.1. The objective of this Technology Research and Development Projects (TRDP) Agreement is to define and establish the general terms and conditions which shall apply to the initiation, conduct, and management of Projects detailed in separate Project Agreements (PA) between representatives authorized in accordance with national procedures of the Parties. These Project Agreements shall be entered into pursuant to this Agreement and shall incorporate by reference the terms of this Agreement.

2.2. Detailed terms and conditions of each individual PA shall be consistent with this TRDP Agreement. Each PA shall include specific provisions concerning the objectives, scope of work, sharing of work, management structure, financial arrangements and classification for the applicable PA. The format set forth in Annex A shall be used to the maximum extent practical.

2.3. All activities of the Parties under this Agreement and its PAs shall be carried out in accordance with their national laws and the obligations of the Parties shall be subject to the availability of appropriated funds for such purposes.

2.4. In the event of a conflict between the terms of this TRDP Agreement and any PAs, the TRDP Agreement shall govern.

## ARTICLE III

### SCOPE OF WORK

3.1. The scope of work for this TRDP Agreement shall encompass research and development collaboration on basic, exploratory and advanced technologies the maturation of which may lead to the development of technologically superior conventional weapon systems in the late-1990s and beyond.

3.2. This TRDP Agreement does not preclude the Parties from entering into any other agreements in the area of research and development on basic, exploratory and advanced technologies.

3.3. System prototypes, full-scale development or production programs which may evolve from collaboration under one or more PAs to this TRDP Agreement are outside the scope of this TRDP Agreement and require conclusion of separate Agreements.

## ARTICLE IV

### MANAGEMENT, ORGANIZATION AND RESPONSIBILITIES

4.1. The Under Secretary of Defense (Acquisition & Technology) is designated the United States (US) TRDP Agreement Director (US TRDP/AD). The Deputy Secretary (Technology) is designated the Singapore TRDP Agreement Director (SN TRDP/AD). The TRDP/ADs shall be responsible for:

4.1.1. implementing this TRDP Agreement and exercising executive-level oversight;

4.1.2. monitoring overall use and effectiveness of the TRDP Agreement through periodic meetings; and

4.1.3. recommending amendments to this TRDP Agreement to the Parties.

4.2. The appropriate US Service Acquisition Executive or Defense Agency Director, or their designees, are designated US TRDP Executive Agent (US TRDP/EA) for those projects within their respective Military Service or Defense Agency. The Director, Directorate of Research and Development, or his designee, is designated Singapore TRDP Executive Agent (SN TRDP/EA). The TRDP/EAs shall be responsible for:

4.2.1. entering into appropriate PAs in accordance with national procedures;

4.2.2. establishing an appropriate management structure for each PA considering its scope and the requirement for a Steering Committee (SC);

4.2.3. appointing SC members when deemed necessary, and Project Officers (POs); and

4.2.4. giving administrative direction to appropriate SCs, if established, or POs appointed to their projects.

4.3. A SC, if established, shall be responsible for:

4.3.1. providing policy and management direction to the POs during PA execution;

4.3.2. monitoring overall PA implementation, including technical, cost, and schedule performance against requirements; and

4.3.3. reporting status and activity of assigned PAs on an annual basis to the TRDP/EAs and TRDP/ADs.

4.4. The POs shall have primary responsibilities for effective implementation, efficient management and direction of their assigned PA including technical, cost and schedule

performance against requirements. Additionally, the POs shall be responsible for reporting described in paragraph 4.3.3. above when no SC is established for their assigned PA.

4.5. The TRDP/EAs, SCs and POs will meet as required, on a regular basis, alternatively in the United States and in Singapore. The Chairman for each meeting will be the senior official of the host nation. During such meetings, all decisions will be made unanimously.

4.6. Each Party shall maintain and fund their organizations for managing this Agreement and individual PAs.

## ARTICLE V

### SHARING OF TASKS AND FINANCIAL PROVISIONS

5.1. The tasks and benefits of each Project shall be shared equitably by the Parties. This equitable sharing of tasks and benefits shall be detailed in each PA.

5.2. Each Party shall perform, or have performed, its tasks and shall use its best efforts to perform it within the costs specified in each PA.

5.3. The following costs shall be borne entirely by the Party incurring the costs:

5.3.1. costs associated with any unique national requirements identified by a Party; and

5.3.2. any other costs outside the scope of this TRDP Agreement and its PAs.

5.4. A Party shall promptly notify the other Party if available funds are not adequate to fulfill the undertakings and obligations contained in this TRDP Agreement or a PA. If a Party notifies the other Party that it is terminating or reducing its funding for a Project, both Parties shall immediately consult with a view toward continuation on a changed or reduced basis.

5.5. Detailed descriptions of the financial arrangements for a specific Project, including the total cost of the Project and each Party's share of the total cost, shall be included in the corresponding PA.

## ARTICLE VI

### CONTRACTING PROVISIONS

6.1. If either Party determines that Contracting is necessary to fulfill that Party's obligations under the scope of work of a PA of this TRDP Agreement, that Party shall contract in accordance with its national laws, regulations, policies and procedures.

6.2. When one Party individually contracts to undertake a task under a PA to this TRDP Agreement, that Party shall be solely responsible for its own Contracting, and the other Party shall not be subject to any liability arising from such Contracts without its written consent.

6.3. For all Contracting activities performed by either Party, the POs shall be provided a copy of all Statements of Work prior to the development of solicitations to ensure that they are consistent with the provisions of this TRDP Agreement and the applicable PA.

6.4. Each Party's Contracting Agency shall negotiate to obtain the rights to use and disclose Project Information required by Article VIII (DISCLOSURE AND USE OF PROJECT INFORMATION). Each Party's Contracting Agency shall insert into its Contracts (and require its subcontractors to insert in subcontracts) suitable provisions to satisfy the requirements of Article VIII (DISCLOSURE AND USE OF PROJECT INFORMATION), Article IX (CONTROLLED UNCLASSIFIED INFORMATION), Article XI (SECURITY) and Article XII (THIRD PARTY SALES AND TRANSFERS) of this TRDP Agreement. During the Contracting process, each Party's Contracting Officer shall advise prospective Contractors of their obligation to notify the Contracting Agency immediately if they are subject to any license or agreement that shall restrict that Party's freedom to disclose information or permit its use. The Contracting Officer shall also advise prospective Contractors to employ their best efforts not to enter into any new agreement or arrangement that shall result in restrictions.

6.5. In the event a Party's Contracting Agency is unable to secure adequate rights to use and disclose Project Information as required by Article VIII (DISCLOSURE AND USE OF PROJECT INFORMATION), or is notified of any restrictions on the disclosure and use of information, that Party's PO shall notify the other Party's PO of the restrictions.

6.6. Each Party's PO shall promptly advise the other Party's PO of any cost growth, schedule delay, or performance problems of any Contractor for which its Contracting Agency is responsible.

**ARTICLE VII**  
**PROJECT EQUIPMENT**

7.1. Each Party may provide Project Equipment identified as being necessary for executing a Project under this Agreement to the other Party.

7.2. Each PA will identify the Project Equipment to be provided, if any. Provisions for the lease of Project Equipment for purposes of a PA will be set out in a separate agreement which will include provisions on liability for such Project Equipment.

## ARTICLE VIII

### DISCLOSURE AND USE OF PROJECT INFORMATION

8.1. **General:** Both Parties recognize that successful collaboration depends on full and prompt exchange of information necessary for carrying out each PA. The Parties intend to acquire sufficient Project Information and rights to use such information to enable the collaboration on basic, exploratory and advanced technologies whose maturation may lead to the development of technologically superior conventional weapon systems in the late-1990s and beyond. The nature and amount of Project Information to be acquired shall be consistent with the objectives and operational requirements stated in the PAs to this TRDP Agreement.

#### 8.2. Government Project Foreground Information:

8.2.1. **Disclosure:** Project Foreground Information generated by either Party shall be made available to both Parties without charge.

8.2.2. **Use:** Each Party may use or have used this Project Foreground Information without charge for its Defense Purposes; however if a Party intends to use or have used such Project Foreground Information in a sale or other transfer to a Third Party, the provisions of Article XII (THIRD PARTY SALES AND TRANSFERS) of this TRDP Agreement shall apply.

#### 8.3. Government Project Background Information:

8.3.1. **Disclosure:** Each Party, upon request, shall disclose for the purpose of a PA any relevant Project Information in its possession not generated in the performance of that Project, provided that:

8.3.1.1. the Project Background Information is necessary to or useful in the Project or for the use of Project Foreground Information. The Party in possession of the information shall determine, following consultation with the other Party, whether such Project Background Information is "necessary to" or "useful in" the Project or "necessary" for the use of Project Foreground Information;

8.3.1.2. the Project Background Information may be made available without incurring liability to holders of proprietary rights; and

8.3.1.3. disclosure is consistent with national disclosure regulations of the furnishing Party.

8.3.2. **Use:** Project Background Information disclosed by one Party to the other may be used without charge by the other Party for Project purposes only. However, subject to proprietary rights held by other than the Parties, such Project Background Information furnished by a Party may be used for Defense Purposes by the other Party, without charge, when the use of such information is necessary for the use of Project Foreground Information. If a Party wishes to use

or have used the Project Background Information disclosed to it by the other Party in a sale or other transfer to a Third Party, the provisions of Article XII (THIRD PARTY SALES AND TRANSFERS) of this TRDP Agreement shall apply.

#### 8.4. Contractor Project Foreground Information

8.4.1. Disclosure: Project Foreground Information generated and delivered by Contractors of one Party, shall be made available to the other Party without charge.

8.4.2. Use: Each Party may use or have used this Project Foreground Information without charge for its Defense Purposes; however if it intends to use or have used such Project Foreground Information from the other Party in a sale or other transfer to a Third Party, the provisions of Article XII (THIRD PARTY SALES AND TRANSFERS) of this TRDP Agreement shall apply. Additionally, the Parties may acquire, at fair and reasonable terms, the legal rights to use Contractor Project Foreground Information for other than Defense Purposes.

#### 8.5. Contractor Project Background Information

8.5.1. Disclosure: Project Background Information generated by Contractors and delivered under Contracts shall be made available to the Parties provided the following conditions are met:

8.5.1.1. the Project Background Information is necessary to or useful in the Project or for the use of Project Foreground Information. The Party in possession of the information shall determine, following consultation with the other Party, whether such Project Background Information is "necessary to" or "useful in" the Project or "necessary" for the use of Project Foreground Information;

8.5.1.2. the Project Background Information may be made available without incurring liability to holders of proprietary rights; and

8.5.1.3. disclosure is consistent with national disclosure regulations of the furnishing Party.

8.5.2. Use: Project Background Information furnished by Contractors and disclosed to the Parties may be used by both Parties, without charge, for Project purposes only. However, subject to proprietary rights held by other than the Parties, such Project Background Information furnished by a Party may be used for Defense Purposes by the other Party, at fair and reasonable terms, when the use of such information is necessary for the use of Project Foreground Information. If a Party intends to use or have used the Project Background Information disclosed to it by the other Party in a sale or other transfer to a Third Party, the provisions of Article XII (THIRD PARTY SALES AND TRANSFERS) of this TRDP Agreement shall apply.

#### 8.6. Proprietary Project Information

8.6.1. All Project Information subject to proprietary interests shall be identified and marked, and it shall be handled as Controlled Unclassified Information.