

ARTICLE IX

CONTROLLED UNCLASSIFIED INFORMATION

9.1. Except as otherwise provided in this TRDP Agreement or as authorized in writing by the originating Party, Controlled Unclassified Information provided or generated pursuant to this Agreement shall be controlled as follows:

9.1.1. Such information shall be used only for the purposes authorized for use of Project Information as specified in Article VIII (Disclosure and Use of Project Information).

9.1.2. Access to such information shall be limited to personnel whose access is necessary for the permitted use under subparagraph 9.1.1., and shall be subject to the provisions of Article XII (Third Party Sales and Transfers).

9.1.3. Each Party shall take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 9.1.2., unless the originating Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party.

9.2. To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked. The Parties shall decide, in advance and in writing, on the markings to be placed on the Controlled Unclassified Information. The appropriate markings shall be defined in any Project Security Instruction.

9.3. Controlled Unclassified Information provided or generated pursuant to this TRDP Agreement and any of its PAs shall be stored, handled and transmitted in a manner that ensures control as provided for in paragraph 9.1.

9.4. Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Parties shall ensure the Contractors are legally bound to control such information in accordance with the provisions of this Article.

ARTICLE X

VISITS TO ESTABLISHMENTS

10.1. Each Party shall permit visits to its government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Party or by employees of the other Party's Contractor(s), provided that the visit is authorized by both Parties and the employees have any necessary and appropriate security clearances and a need-to-know.

10.2. All visiting personnel shall be required to comply with security regulations of the host Party. Any information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the provisions of this TRDP Agreement.

10.3. Requests for visits by personnel of one Party to a facility of the other Party shall be coordinated through official channels, and shall conform with the established visit procedures of the host country. Requests for visits shall bear the name of the Project.

10.4. Lists of personnel of each Party required to visit, on a continuing basis, facilities of the other Party shall be submitted through official channels in accordance with recurring international visit procedures.

ARTICLE XI

SECURITY

11.1. All Classified Information or material provided or generated pursuant to this Agreement shall be stored, handled, transmitted, and safeguarded in accordance with the General Security of Military Information Agreement between Singapore and the United States of America, of 9 March 1983.

11.2. Classified Information and material shall be transferred only through official government-to-government channels or through channels approved by the Designated Security Authorities (DSAs) of the Parties. Such information and material shall bear the level of classification, denote the country of origin, the conditions of release, and the fact that the information relates to this TRDP Agreement and the applicable PA.

11.3. Each Party shall take all lawful steps available to it to ensure that information provided or generated pursuant to this TRDP Agreement and any of its PAs is protected from further disclosure, except as permitted by paragraph 11.9., unless the other Party consents to such disclosure. Accordingly, each Party shall ensure that:

11.3.1. The recipient shall not release the Classified Information to any government, national, organization, or other entity of a Third Party without the prior written consent of the originating Party in accordance with the procedures set forth in Article XII (Third Party Sales and Transfers).

11.3.2. The recipient shall not use the Classified Information for other than the purposes provided for in this TRDP Agreement.

11.3.3. The recipient shall comply with any distribution and access restrictions on information that is provided under this TRDP Agreement.

11.4. The Parties shall investigate all cases in which it is known or where there are grounds for suspecting that Classified Information or material provided or generated pursuant to this TRDP Agreement has been lost or disclosed to unauthorized persons. Each Party also shall promptly and fully inform the other Party of the details of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.

11.5. The POs shall prepare a Project Security Instruction and a Classification Guide for any PA involving the transfer of classified information. The Project Security Instruction and the Classification Guide shall describe the methods by which Project Information and material shall be classified, marked, used, transmitted, and safeguarded. The appropriate Instruction and Guide shall be developed by the POs within three months after signature of a PA. They shall be reviewed and forwarded to the appropriate DSAs, and shall be applicable to all government and Contractor personnel participating in the Project. The Classification Guide shall be subject to regular review and revision with the aim of downgrading the classification whenever this is

appropriate. The Project Security Instruction and the Classification Guide shall be approved by the appropriate DSAs prior to the transfer of any Classified Information or Controlled Unclassified Information.

11.6. The DSA of a Party that awards a classified Contract under this agreement shall assume responsibility for administering within its territory security measures for the protection of the Classified Information received under this Agreement, the recipient Party shall:

11.6.1. Ensure that such Contractor, prospective Contractor, or subcontractor and their facilities have the capability to protect the Classified Information adequately.

11.6.2. Grant a security clearance to the facilities, if appropriate.

11.6.3. Grant a security clearance for all personnel whose duties require access to Classified Information, if appropriate.

11.6.4. Ensure that all persons having access to the Classified information are informed of their responsibilities to protect the Classified Information in accordance with national security laws and regulations, and the provisions of this Agreement.

11.6.5. Carry out periodic security inspections of cleared facilities to ensure that the Classified Information is properly protected.

11.6.6. Ensure that access to Classified Information is limited to those persons who have a need-to-know for purposes of the Agreement.

11.7. Contractors, prospective Contractors, or subcontractors which are determined by DSAs to be under financial, administrative, policy or management control of nationals or entities of a Third Party, may participate in a Contract or subcontract requiring access to Classified Information provided or generated pursuant to this TRDP Agreement and any of its PAs only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party shall not have access to Classified Information. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the other Party shall be consulted for approval prior to permitting such access.

11.8. For any facility wherein Classified Information or material is to be used, the responsible Party shall approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the information or material pertaining to this TRDP Agreement and any of its PAs. These officials shall be responsible for limiting access to Classified Information or material involved in this TRDP Agreement and any of its PAs to those persons who have been properly approved for access and have a need-to-know.

11.9. Information exchanged under this Agreement will normally take place at the unclassified level. Information exchanged pursuant to a PA may, on a case by case basis, be classified as high as Confidential if such exchange is consistent with the national disclosure policies of the

Parties. Each Party shall ensure that access to Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information in order to participate in a PA.

11.10. The existence of this Agreement is Unclassified and the contents are Unclassified. The classification of the existence of any PA and its contents will be stated in that PA.

ARTICLE XII

THIRD PARTY SALES AND TRANSFERS

12.1. Except to the extent permitted in paragraph 12.2.1 below, the Parties shall not sell, transfer title to, disclose, or transfer possession of Project Foreground Information to any Third Party without the prior written consent of the other Party. Furthermore, neither Party shall permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of the other Party. Such consent shall not be given unless the government of the intended recipient agrees in writing with the Parties that it shall:

12.1.1. not retransfer, or permit the further retransfer of information provided; and

12.1.2. use, or permit the use of information provided only for the purposes specified by the Parties.

12.2.1. Each Party shall retain the right to sell, transfer title to, disclose, or transfer possession of Project Foreground Information which is:

12.2.1.1. generated solely by either that Party or that Party's contractors in the performance of that Party's work allocation under Article III (SCOPE OF WORK); and

12.2.1.2. whose generation, use, test, or evaluation has not relied (and does not rely), in any way, on the Project Foreground Information, Project Background Information, or Project Equipment of the other Party.

12.2.2. In the event questions arise whether the Project Foreground Information that a Party intends to sell, transfer title to, disclose, or transfer to a Third Party is within the scope of 12.2.1 above, the matter shall be brought to the immediate attention of the other Party's PO. The Parties shall resolve the matter prior to any sale or other transfer of such Project Foreground Information to a Third Party.

12.3. A Party shall not sell, transfer title to, disclose, or transfer possession of Project Equipment or Project Background Information provided by the other Party to any Third Party without the prior written consent of the Party which provided such equipment or information. The providing Party shall be solely responsible for authorizing such transfers and, as applicable, specifying the method and conditions for implementing such transfers.

ARTICLE XIII

LIABILITY AND CLAIMS

13.1. For liability arising out of, or in connection with, activities undertaken in the performance of official duty in the execution and for the benefit of a PA, the following provisions shall apply.

13.2. Each Party waives all claims against the other Party, other than claims related to loss of or damage to Project Equipment under Article VII, for injury to or death of its military or civilian personnel and for damage to or loss of its property caused by such personnel (which do not include Contractors) of that other Party.

13.3. Claims, other than contractual claims, not covered by paragraphs 13.1 and 13.2 shall be dealt with by each Party in accordance with its national laws and applicable international agreements between the Parties.

ARTICLE XIV

CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

14.1. Customs duties, import and export taxes, and similar charges shall be administered in accordance with each Party's respective laws and regulations. Insofar as existing national laws and regulations permit, the Parties shall endeavor to ensure that such readily identifiable duties, taxes, and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under each Project.

14.2. Each Party shall use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of work. If any such duties, taxes, or similar charges are levied, the Party in whose country they are levied shall endeavor to bear such costs in the spirit of reciprocity.

ARTICLE XV

SETTLEMENT OF DISPUTES

15.1. Disputes between the Parties arising under or relating to this TRDP Agreement and any of its PAs shall be resolved only by consultation between the Parties and shall not be referred to a national court, an international tribunal, or to any other person or entity for settlement .

ARTICLE XVI

LANGUAGE

16.1. The working language for this TRDP Agreement and its PAs shall be the English language.

16.2. All data and information generated under this TRDP Agreement and its PAs and implementing Contracts and provided by one Party to the other Party shall be furnished in the English language.

ARTICLE XVII

AMENDMENT AND TERMINATION

Amendment

17.1. This TRDP Agreement may be amended only by the written agreement of the Parties. Any of the PAs under this Agreement may be amended only by the written agreement of the authorized representatives of the Parties.

Termination

17.2. This TRDP Agreement and any of its PAs may be terminated at any time upon the written agreement of the Parties. In the event the Parties agree to terminate this TRDP Agreement or any PA, the Parties shall consult prior to the date of termination on the most economical and equitable terms.

17.3. In the event that a Party finds it necessary to unilaterally terminate its participation in this TRDP Agreement or in a PA, such termination shall be effective upon 120 days written notice to the other Party. Such notice shall be the subject of immediate consultation to decide upon the appropriate course of action.

17.4. In the event that this TRDP Agreement or any of its PAs is terminated the following will apply:

17.4.1. the terminating Party will continue participation, financial or otherwise, up to the effective date of termination of its participants;

17.4.2. each Party will pay any costs it incurs as a result of termination;

17.4.3. all Project Information and rights therein received under the provisions of this Agreement and any of its PAs prior to the termination of participation shall be retained by the Parties, subject to the provisions of this TRDP Agreement; and

17.4.4. each Party will make available to the other Party all Project Foreground Information generated and delivered to it prior to termination, and which has not been provided to the other Party prior to the termination.

17.5. The respective rights and responsibilities of the Parties regarding ARTICLE VII (PROJECT EQUIPMENT), ARTICLE VIII (DISCLOSURE AND USE OF PROJECT INFORMATION), ARTICLE IX (CONTROLLED UNCLASSIFIED INFORMATION), ARTICLE XI (SECURITY), ARTICLE XII (THIRD PARTY SALES AND TRANSFERS), ARTICLE XIII (LIABILITY), and ARTICLE XV (SETTLEMENT OF DISPUTES) will continue notwithstanding termination or expiration of this Agreement or any of its PAs.

ARTICLE XVIII

ENTRY INTO FORCE AND DURATION

18.1. This TRDP Agreement, which consists of eighteen (18) Articles and one Annex, shall enter into force upon signature by both Parties, and shall remain in force for ten (10) years. This TRDP Agreement may be extended by written agreement of the Parties.

18.2. PAs shall enter into force upon signature by both Parties. All PAs shall terminate upon the termination or expiration of this TRDP Agreement in accordance with the rules specified in Article XVII.

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

DONE, in duplicate, in the English language.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA

FOR THE MINISTRY OF DEFENCE OF
THE REPUBLIC OF SINGAPORE


Signature


Signature

Dr. Jacques S. Gansler
Name

Mr. Peter Ho Hak Ean
Name

Under Secretary of Defense
(Acquisition & Technology)
Title

Permanent Secretary
(Defence Development)
Title

May 2, 1998
Date

May 2, 1998
Date

Washington, D.C.
Location

Washington, D.C.
Location