

## SECTION IX

### CONTROLLED UNCLASSIFIED INFORMATION

9.1. Except as otherwise provided in this MOU or as authorized in writing by the originating Participant, Controlled Unclassified Information provided or generated pursuant to this MOU will be controlled as follows:

- 9.1.1. Such information will be used only for the purposes authorized for use of Project Information as specified in Section VIII (Disclosure and Use of Project Information).
- 9.1.2. Access to such information will be limited to personnel whose access is necessary for the permitted use under subparagraph 9.1.1. and will be subject to the provisions of Section XII (Third Party Sales and Transfers).
- 9.1.3. Each Participant will 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 Participant 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 will be given to the originating Participant.

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

9.3. Controlled Unclassified Information provided or generated pursuant to this MOU will be handled 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 Participants will ensure the Contractors are legally bound to control such information in accordance with the provisions of this Section.

## SECTION X

### VISITS TO ESTABLISHMENTS

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

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

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

10.4. Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participant will be submitted through official channels in accordance with Recurring International Visit Procedures.

## SECTION XI

### SECURITY

11.1. All Classified Information or material provided or generated pursuant to this MOU will be stored, handled, transmitted, and safeguarded in accordance with the General Security Agreement between the United Kingdom of Great Britain and Northern Ireland and the United States of America, of 14 April, 1961, amended 5 July and 19 December 1983, and including the Industrial Security Annex thereto, of 18 April 1984, amended 23 April 1988.

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

11.3. Each Participant will take all lawful steps available to it to ensure that information provided or generated pursuant to this MOU is protected from further disclosure, except as permitted by paragraph 11.8., unless the other Participant consents to such disclosure. Accordingly, each Participant will ensure that:

11.3.1. The recipient will 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 Participant in accordance with the procedures detailed in Section XII (Third Party Sales and Transfers).

11.3.2. The recipient will not use the Classified Information for other than the purposes provided for in this MOU.

11.3.3. The recipient will comply with any distribution and access restrictions on information that is provided under this MOU.

11.4. The Participants will 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

MOU has been lost or disclosed to unauthorized persons. Each Participant also will promptly and fully inform the other Participant 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 PM will prepare a Project Security Instruction and a Classification Guide for the Project. The Project Security Instruction and the Classification Guide will describe the methods by which Project Information and material will be classified, marked, used, transmitted, and safeguarded. The Instruction and Guide will be developed by the PM within three months after this MOU enters into effect. They will be reviewed and forwarded to the appropriate DSA and will be applicable to all government and Contractor personnel participating in the Project. The Classification Guide will 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 will be approved by the appropriate DSA prior to the transfer of any Classified Information or Controlled Unclassified Information.

11.6. 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 MOU only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party will 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 Participant will be consulted for approval prior to permitting such access.

11.7. For any facility wherein Classified Information or material is to be used, the responsible Participant or Contractor will 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 MOU. These officials will be responsible for limiting access to Classified Information or material involved in this MOU to those persons who have been properly approved for access and have a need-to-know.

11.8. Each Participant will ensure that access to the Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the information in order to participate in the Project.

11.9. Information or material provided or generated pursuant to this MOU may be classified as high as SECRET. The existence of this MOU is UNCLASSIFIED and the contents are UNCLASSIFIED.

## SECTION XII

### THIRD PARTY SALES AND TRANSFERS

12.1. The Participants will 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 Participant. Furthermore, neither Participant will permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of the other Participant. Such consent will not be given unless the government of the intended recipient consents in writing with the Participants that it will:

- 12.1.1. not retransfer, or permit the further retransfer of, any equipment or information provided; and
- 12.1.2. use, or permit the use of, the equipment or information provided only for the purposes specified by the Participants.

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

SECTION XIII

LIABILITY AND CLAIMS

13.1. Claims arising under this MOU will be dealt with under paragraph 1 of the Agreement Concerning Defense Cooperation Arrangements of 27 May 1993 between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland.

## SECTION XIV

### PARTICIPATION OF ADDITIONAL NATIONS

14.1. It is recognized that other national defense organizations may wish to join the Project.

14.2. Mutual consent of the Participants will be required to conduct discussions with potential additional Participants. The Participants will discuss the arrangements under which another Participant might join, including the furnishing of releasable Project Information for evaluation prior to joining. If the disclosure of Project Information is necessary to conduct discussions, such disclosure will be in accordance with Section VIII (Disclosure and Use of Project Information), Section IX (Controlled Unclassified Information) and Section XII (Third Party Sales and Transfers).

14.3. The Participants will jointly formulate the provisions under which additional Participants might join. The addition of new Participants to the Project will require amendment of this MOU by the Participants to incorporate necessary multilateral provisions.

## SECTION XV

### CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

15.1. Customs duties, import and export taxes, and similar charges will be administered in accordance with each Participant's respective laws and regulations. Insofar as existing national laws and regulations permit, the Participants will 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 this Project.

15.2. Each Participant will 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 the work. If any such duties, taxes, or similar charges are levied, the Participant in whose country they are levied will bear such costs.

SECTION XVI

SETTLEMENT OF DISPUTES

16.1. Disputes between the Participants arising under or relating to this MOU will be resolved only by consultation between the Participants and will not be referred to a national court, to an international tribunal, or to any other person or entity for settlement.

## SECTION XVII

### AMENDMENT, TERMINATION, ENTRY INTO EFFECT, AND DURATION

17.1. All activities of the Participants under this MOU will be carried out in accordance with their national laws and the responsibilities of the Participants will be subject to the availability of appropriated funds for such purposes.

17.2. In the event of a conflict between a Section of this MOU and any Annex to this MOU, the Section will take precedence.

17.3. This MOU may be amended by the mutual written consent of the Participants. The Annexes to this MOU may be amended by the mutual written consent of the PMs.

17.4. This MOU may be terminated at any time upon the mutual written consent of the Participants. In the event both Participants consent to terminate this MOU, the Participants will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

17.5. Either Participant may terminate this MOU upon 90 days written notification to the other Participant. Such notice will be the subject of immediate consultation by the Participants to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

17.5.1. The terminating Participant will continue participation, financial or otherwise, up to the effective date of termination.

17.5.2. Each Participant will pay the costs it incurs as a result of termination.

17.5.3. All Project Information, rights, and benefits therein received under the provisions of this MOU prior to the termination will be retained by the Participants, subject to the provisions of this MOU.

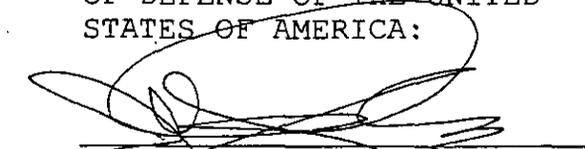
17.6. The respective rights, benefits, and responsibilities of the Participants regarding Section VII (Project Equipment), Section VIII (Disclosure and Use of Project Information), Section IX (Controlled Unclassified Information), Section XI (Security), Section XII (Third Party Sales and Transfers), Section XIII

(Liability and Claims), and Section XVI (Settlement of Disputes) will continue notwithstanding termination or expiration of this MOU.

17.7. This MOU, which consists of the Introduction, 17 Sections and two Annexes, will enter into effect upon signature by both Participants and will remain in effect for four years. It may be extended by the mutual written consent of the Participants.

The foregoing represents the understandings reached between the Secretary of Defense on behalf of the Department of Defense of the United States of America and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland upon the matters referred to therein. Signed in duplicate in the English language by authorized representatives.

FOR THE SECRETARY OF DEFENSE  
ON BEHALF OF THE DEPARTMENT  
OF DEFENSE OF THE UNITED  
STATES OF AMERICA:

  
Signature

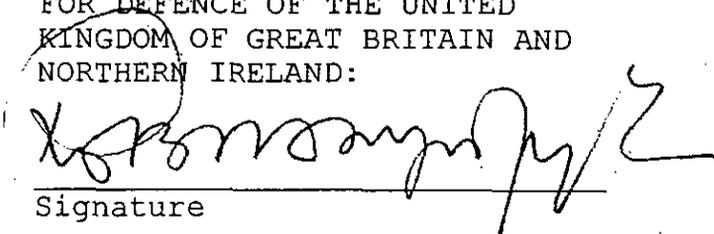
John W. Douglass  
Name

ASN, RDA  
Title

APR 09 1998  
Date

USAF  
Location

FOR THE SECRETARY OF STATE  
FOR DEFENCE OF THE UNITED  
KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND:

  
Signature

Lt. Gen Sir Robert Hayman-Joyce  
Name

DCDP(ops)  
Title

28<sup>th</sup> August 1998  
Date

BRISTOL, ENGLAND  
Location

ANNEX A

PROJECT PLAN

- A) Planning and coordination of LIMAWS program testing at U.S. facilities: The U.K. testing will consist of a fire control, stability and firing table test at YPG.
- B) Provision of U.K. representatives during testing and logistic demonstrations: The U.K. representatives will be observing and collecting test data throughout the U.S. EMD prototype testing program.
- C) Assignment of a U.K. engineer to the U.S. LW155 program office  
The U.K. engineer will manage the U.K. test program in the US and will be integrated into the U.S. EMD project office.
- D) Provision of LIMAWS program reports and data applicable to the U.S. LW155 EMD effort: The U.K. will supply LIMAWS Feasibility Study and general LIMAWS information relevant to LW155, to the U.S.
- E) Participation in technical and program reviews to include Integrated Product Team (IPT) meetings for the purpose of ensuring U.K. requirements are fully considered in the U.S. LW155 EMD program: The U.K. will supply project, co-located engineer and technical staff to attend integrated project team and quarterly reviews.
- F) Planning and conduct of U.S. EMD testing: The U.S. will plan and conduct the EMD testing as described in the attached program schedule.
- G) Conduct and reporting of LIMAWS program testing at U.S. facilities: The U.S. will manage the fire control, stability and firing table testing of the LIMAWS program.
- H) Provision of U.S. LW155 EMD program reports and data applicable to the U.K. LIMAWS program effort: The U.S. will provide EMD data as described in Annex B.
- I) Conduct technical and program reviews to include IPT meetings:  
The US will conduct Logistic Product development, Weapon, System integration & Cannon IPTs, in addition, the U.S. will hold quarterly management and design review meetings.

- J) Analyze and exchange test data. The type of data to be exchanged is described in Annex B: Joint stability and firing table test data described in Annex B will be analyzed and exchanged.
- K) Furnish ammunition and support for testing: The joint testing requirement would use Joint Ballistic (JB) ammunition identified within the Trial Plan. On site test personnel and equipment will be supplied for testing.

## ANNEX B

### EMD DATA REQUIREMENTS

The U.S. LW155 Program and the U.K. LIMAWS Program share specific areas of common data required from the EMD Phase of the LW155 Program. The specific data of interest from the selected baseline and supplemental EMD testing that will be exchanged is:

- a. Technical test data, including instrumentation results in raw and reduced form (format as provided by the test facility).
- b. Daily firing notes provided by the PM or the site test representative.
- c. Test specifications (Test Plan Requests/Test Plan).
- d. Test Incident Reports (TIRs).
- e. U.S.-U.K. quarterly progress reviews.
- f. One copy of supporting test videos.
- g. Supporting still photos (including details of system failures). Hard copy and digital formats will be provided as generated.
- h. Technical assessments of issues/failures/problems which occur during testing.
- i. Drawings and sketches (media as available).
- j. Access to P3I technical and program status information.