

AMENDMENT ONE
TO THE
MEMORANDUM OF UNDERSTANDING
AMONG
THE DEPARTMENT OF NATIONAL DEFENCE
OF CANADA
THE
SECRETARY OF STATE FOR DEFENCE
OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND
THE SECRETARY OF DEFENSE ON BEHALF OF THE
DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA CONCERNING THE
RESEARCH, DEVELOPMENT, AND ACQUISITION OF CHEMICAL, BIOLOGICAL
AND RADIOLOGICAL DEFENSE MATERIEL (SHORT TITLE: CBR MOU)
ADDITION OF THE DEPARTMENT OF DEFENCE OF AUSTRALIA

**THIS DOCUMENT IS CERTIFIED TO BE A TRUE COPY
CERTIFIED BY: PATRICK CARRICK, GS-15**



A handwritten signature in cursive script, appearing to read "Patrick Carrick", is written over a solid horizontal line.

1. INTRODUCTION

The Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America entered into a Memorandum of Understanding Concerning the Research, Development, and Acquisition of Chemical, Biological and Radiological Defense Materiel (CBR MOU) on June 1, 2000.

Recognizing the continued success of the CBR MOU and the increasing contribution of the Department of Defence of Australia to the CBR defense community;

Reaffirming a mutual interest in defense cooperation; and

Desiring to enhance multinational CBR defense capabilities through expanded cooperation in research, development, and acquisition of chemical, biological, and radiological defense materiel;

The CBR MOU "Participants" have mutually determined, in accordance with SECTION XV (PARTICIPATION OF ADDITIONAL NATIONS), to amend the CBR MOU as follows.

2. AMENDMENT

- 2.1 **Amend the title of the CBR MOU to read as follows:** "MEMORANDUM OF UNDERSTANDING AMONG THE DEPARTMENT OF DEFENCE OF AUSTRALIA, THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA, THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, AND THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA CONCERNING THE RESEARCH, DEVELOPMENT, AND ACQUISITION OF CHEMICAL, BIOLOGICAL AND RADIOLOGICAL DEFENSE MATERIEL (SHORT TITLE: CBR MOU)."
- 2.2 **Amend the INTRODUCTION to read as follows:** "The Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America, hereinafter referred to as the 'Participants': ..."
- 2.3 **Replace the Steering Committee representatives designated in SECTION IV, paragraph 4.3, with the following:**

| | |
|------------|---|
| Australia: | Deputy Chief Defence Scientist, Platform and Human Systems, Defence Science and Technology Organisation |
|------------|---|

Canada: Assistant Deputy Minister (Science and Technology)
(ADM(S&T))

United Kingdom: Director General Strategic Technologies

United States: Assistant to the Secretary of Defense for Nuclear and
Chemical and Biological Defense Programs

2.4 Replace the organizations designated in SECTION IV, paragraph 4.8, as responsible for providing the Program Officers, with the following:

Australia: Defence Science and Technology Organisation

Canada: Defence Research and Development Canada Suffield

United Kingdom: United Kingdom Ministry of Defence

United States: Department of Defense

2.5 Replace the organizations designated in SECTION IV, paragraph 4.11, as responsible for providing the Requirements Officers, with the following:

Australia: Chief, Human Protection and Performance
Division, Defence Science and Technology
Organisation

Canada: Director Nuclear Biological Chemical Defence (DNBCD)

United Kingdom: United Kingdom Ministry of Defence

United States: Department of Defense

2.6 Amend SECTION V, paragraph 5.2, to read as follows: “The NATO Status of Forces Agreement, and for the Department of Defence of Australia, the applicable bilateral agreement or MOU or other arrangement(s), pertaining to rights and privileges of military and civilian personnel while in the country of the receiving Participant, will apply to CBR Activity personnel and their dependants.

2.7 Amend SECTION IX, paragraph 9.10.2, to add the following after “1 January 1971,”: “and, with regard to the Department of Defence of Australia, the applicable bilateral or multilateral agreement or MOU or other arrangement(s), will apply to proprietary Information related to this CBR MOU. The Department of Defence of Australia consents to the insertion of provisions in any Security Instruction under this CBR MOU that are no less stringent than those contained in the NATO Agreement on the Communication of Technical

Information for Defense Purposes, done at Brussels on October 19, 1970, and the Implementing Procedures for the NATO Agreement on the Communication of Technical Information for Defense Purposes, approved by the North Atlantic Council on January 1, 1971. As to the Department of Defence of Australia, in the event of an inconsistency between the Security Instruction and the NATO Agreement, the Security Instruction will prevail.”

- 2.8 **Amend SECTION IX, paragraph 9.15.3, to read as follows:** “A Contributing Participant will not file or cause to be filed any Patent application outside the United States of America, the United Kingdom of Great Britain and Northern Ireland, Canada, or Australia, or publish or cause to be published any such application or Patent thereon anywhere, without the other Contributing Participant’s prior written consent where the application contains either:”
- 2.9 **Amend SECTION IX, paragraph 9.15.4, to add the following at the end of the paragraph:** “and, with regard to Department of Defence of Australia, in accordance with the applicable bilateral or multilateral agreement or MOU or other arrangement(s). The Department of Defence of Australia consents to the insertion of provisions in any Security Instruction under this CBR MOU that are no less stringent than those contained in the NATO Agreement for the Mutual Safeguarding of Secrecy of Inventions Relating to Defence and for Which Applications for Patents Have Been Made, done in Paris on September 21, 1960, and its Implementing Procedures. As to the Department of Defence of Australia, in the event of an inconsistency between the Security Instruction and the NATO Agreement, the Security Instruction will prevail.”
- 2.10 **Amend SECTION X, paragraph 10.1.3 to start to read as follows:** “Each Participant will take all appropriate lawful steps, which may include national classification, . . . ”
- 2.11 **Amend SECTION XII, paragraph 12.1, to add the following:** “and, with regard to the Department of Defence of Australia, than that provided as detailed in the applicable bilateral agreement or MOU or other arrangement(s). The Department of Defence of Australia consents to the insertion of provisions in any Security Instruction under this CBR MOU that are no less stringent than those contained in the document CM(55)15 (Final), “Security within the North Atlantic Treaty Organization,” dated October 1, 1990. As to the Department of Defence of Australia, in the event of an inconsistency between the Security Instruction and the NATO document, the Security Instruction will prevail.”
- 2.12 **Amend SECTION XII, paragraph 12.3, to start to read as follows:** “Each Participant will take all appropriate lawful steps, which may include national classification, . . . ”
- 2.13 **Amend SECTION XII, paragraph 12.3.1, by deleting “UK, CA or US” and inserting “UK, CA, US, or AS.”**

2.14 **Amend SECTION XII, paragraph 12.8, by deleting “UK, CA or US” and inserting “UK, CA, US, or AS”.**

2.15 **Amend SECTION XIV (LIABILITY AND CLAIMS) to read as follows:**

“14.1 Subject to multilateral and bilateral treaties, agreements, MOUs, or other arrangement(s) of the Participants concerning liability for claims, when applicable, the following provisions will apply regarding liability arising out of, or in connection with activities carried out in the performance of official duty in the execution of this CBR MOU:

14.1.1 With the exception of claims for loss of or damage to Equipment and Material loaned by one Participant to another Participant, which is addressed in Section VIII (Equipment and Material Transfers and Disposal), each Participant waives all claims against the other Participants for injury to or death of its military or civilian personnel (which do not include Contractors) and for damage to or loss of its property (including its interest in jointly acquired Equipment and Material) caused by such personnel of another Participant. If, however, such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct or gross negligence of a Participant’s personnel, the costs of any liability will be borne by that Participant alone.

14.1.2 Claims from any other persons for injury, death, damage, or loss of any kind caused by one of the Participants’ personnel will be processed by the most appropriate Participant, as determined by the Participants. Any costs determined to be owed the claimant will be borne by the Participants in proportion to their financial and nonfinancial contributions, as specified in the applicable CBR PA, for the work out of which the claim arose. If, however, such liability results from the reckless acts or reckless omissions, willful misconduct or gross negligence of a Participant’s personnel, the costs of any liability will be borne by that Participant alone.

14.2 If a person or entity, other than the Participants (including their personnel), damages jointly acquired Equipment and Material, and the cost of making good such damage is not recoverable from such person or entity, such cost will be borne by the Participants in proportion to their financial and nonfinancial contributions, as specified in Section VI (Financial Provisions), for the work for which the jointly acquired Equipment and Material was obtained.

14.3 Claims arising under any Contract awarded under this CBR MOU will be resolved in accordance with the provisions of that Contract.”

2.16 **Amend APPENDIX A, INTRODUCTION to read as follows:** “This Equipment and Materiel Transfer (E&MT) is entered into pursuant to the Memorandum of Understanding (MOU) among the Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America Concerning the Research, Development, and Acquisition of Chemical, Biological and Radiological Defense Materiel (CBR MOU)...”

2.17 **Amend PAGE ONE of APPENDIX B: “SAMPLE CBR PROJECT ARRANGEMENT” to read as follows:** “Project Arrangement Numbers will be structured as follows: US-CA-UK-AS-XX-NN-nnnn where XX is a U.S. Military Department or Defense Agency designator such as A for Army, D for Department of Defense, N for Navy, AF for Air Force; NN is the calendar year, and nnnn is a sequential number.”

2.18 **Amend APPENDIX B, SECTION I, INTRODUCTION, to read as follows:** “This CBR Project Arrangement (CBR PA) is entered into pursuant to the Memorandum of Understanding among the Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America....”

2.19 **Amend APPENDIX B, SECTION V, SHARING OF TASKS, to read as follows:**

5.1.1 AS will _____.

5.1.2. CA will _____.

5.1.3. The UK will _____.

5.1.4. The US will _____.

5.1.5. AS/CA/UK/US will jointly _____.

2.20 **Amend APPENDIX B, SECTION VII, MANAGEMENT, by inserting a new paragraph 7.4 that reads as follows and renumbering the current paragraph 7.4 to 7.5:**

7.4 AS Technical Officer

Title/Position _____

Organization _____

Address _____

2.21 Amend APPENDIX B, SECTION VIII, FINANCIAL ARRANGEMENTS, paragraph 8.1, to read as follows:

“The Participants estimate that the total cost of performance of the work under this CBR PA will not exceed US\$W, CA\$X, UK£Y, and AS\$Z.

8.1.1 The CA tasks will not cost more than X CA\$:

8.1.2 The UK tasks will not cost more than Y UK£:

8.1.3 The US tasks will not cost more than W US\$:

8.1.4 The AS tasks will not cost more than Z AS\$.”

2.22 Amend APPENDIX C, CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES, to begin: “I understand and acknowledge that I have been accepted for assignment to (name and location of organization to which assigned) pursuant to the Memorandum of Understanding Among the Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense on Behalf of the Department of Defense of the United States of America...”

2.23 All other provisions of the CBR MOU remain unchanged.

3. ACCEPTANCE OF PROVISIONS

By signing this AMENDMENT ONE, the Department of Defence of Australia becomes a Participant and consents to all of the provisions of the CBR MOU.

4. ENTRY INTO EFFECT AND DURATION

This AMENDMENT ONE to the CBR MOU will enter into effect upon signature by all Participants and will remain in effect for the same period as the CBR MOU.

5. SIGNATURES

The foregoing represents the understanding reached among the Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America.

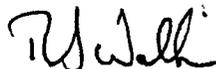
FOR THE DEPARTMENT OF DEFENCE OF AUSTRALIA:

| | |
|-----------|---|
| Signature |  |
| Name | Dr Roger Lough |
| Title | Chief Defence Scientist |
| Date | 24 August 2006 |
| Location | Canberra ACT |

5. SIGNATURES

The foregoing represents the understanding reached among the Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America.

FOR THE DEPARTMENT OF NATIONAL DEFENCE OF
CANADA:



Signature

Robert S. Walker

Name

Assistant Deputy Minister (Science and Technology)

Title

25 August 2006

Date

Ottawa, Ontario, Canada

Location

5. SIGNATURES

The foregoing represents the understanding reached among the Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America.

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



Signature

Mr N BENNETT

Name

Director General Strategic Technologies

Title

24-8-06

Date

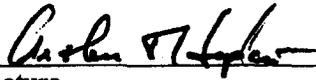
London, UK

Location

5. SIGNATURES

The foregoing represents the understanding reached among the Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America.

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



Signature

Dr. Arthur T. Hopkins

Name

Name

Acting Assistant to the Secretary of Defense (NCB)

Title

Title

SEP -8 2006

Date

Date

Washington, DC

Location

Location