

UNCLASSIFIED

AGREEMENT

BETWEEN

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF DEFENCE OF SINGAPORE

CONCERNING

SECURITY MEASURES FOR

THE JOINT STRIKE FIGHTER (JSF) F-35 AIR SYSTEM

AND ASSOCIATED ANCILLARY MISSION EQUIPMENT

The United States Department of Defense (U.S. DoD) and the Singapore Ministry of Defence (MINDEF), hereinafter referred to as "the Parties";

Having a longstanding, cooperative relationship in the field of defense;

Recognizing that the Government of the United States of America and the Government of Singapore are Parties to a General Security of Military Information Agreement (GSOMIA), dated March 9, 1983.

Recognizing further that on February 21, 2003, the Under Secretary of Defense for Acquisition, Technology, and Logistics and the Permanent Secretary (Defence) of the Singapore Ministry of Defence signed a "Letter of Intent Concerning the Joint Strike Fighter Air System Security Cooperation Participation Arrangements".

Recognizing that the MINDEF also signed a Letter of Offer and Acceptance (LOA) for JSF technical assistance and services on March 1, 2004, and subsequent amendments and modifications;

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Recognizing that the MINDEF intends to sign an LOA for the foreign military sales (FMS) acquisition of the Joint Strike Fighter (JSF), hereinafter referred to as "F-35", and associated ground support equipment under Section 21 and Section 22 of the Arms Export Control Act, as amended (AECA), for the internal security and legitimate self-defense of Singapore;

Recognizing that the F-35 Air System provides major new technologies that represent a significant increase in aerial warfare, air-to-air, and air-to-ground capability and effectiveness; and

Recognizing and agreeing that the introduction of sensitive technology incorporated into and associated with the F-35 Air System and ground support equipment requires special security measures to be established;

Hereby agree as follows:

1 Definitions

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

Autonomic Logistics

An integrated, knowledge-based system that encompasses F-35 maintenance planning, manpower and personnel, supply support, support equipment, training, technical data, computer resource support, facilities, packaging, handling, storage and transportation, prognostics and health management, and design interface while coordinating with mission planning, engineering, safety, command and control functions, within a respective logistics infrastructure to support mission execution.

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. This information may be in oral, visual, magnetic, or documentary form or in the form of equipment, material, or technology.

F-35 Air System

The F-35 Air System consists of two inter-related elements: The F-35 Air Vehicle and Autonomic Logistics that operate within the context of external interfaces and environments.

F-35 Air Vehicle

The F-35 Air Vehicle includes variants of the JSF aircraft and the propulsion systems, as well as the on-board hardware, the ancillary mission equipment necessary to employ the F-35 Air System, and the software necessary to perform assigned missions, autonomous operation, and communication with off-board systems.

National Security Authority/Designated Security Authority (NSA/DSA)

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

Third Party

A government other than the Government of a Party, any person who is not an officer, agent, or employee of the Government of a Party, and any person or other entity whose government is not the Government of a Party.

2 Purpose

- 2.1 For the purpose of this Agreement, the following terminology is used to describe the F-35 Air System and associated ancillary mission equipment necessary to employ the F-35 Air System. The F-35 Air System is composed of two inter-related elements: the F-35 Air Vehicle and the Autonomic Logistics that operate within the context of external interfaces and environments. These elements include the following: the F-35 Air Vehicle in all current and future variants and configurations, including the propulsion systems and on-board hardware, the ancillary mission equipment necessary to employ the F-35 Air System, including ground support equipment, the software necessary to perform assigned missions, autonomous operations and communication with off-board systems, and related technical data. The F-35 Air Vehicle and the associated mission equipment are both composed of hardware and software. Technical data comprises that information necessary to operate and maintain the F-35 Air System and associated equipment, but does not include design or

production information and related documents. F-35 ancillary mission equipment as described herein does not include all ground support equipment associated with the F-35 Air System.

- 2.2 The Parties agree to implement and abide by the special security measures applicable to the F-35 Air System, including any modifications or enhancements thereto. The Parties mutually desire to avoid the significant risks to their national security that would result from the compromise or unauthorized use of F-35 Air System technology.

3 Security Framework

- 3.1 All Classified Information and material provided, held, used, or generated in connection with the FMS acquisition and sale of the F-35 air system shall be subject to the provisions of this Agreement and shall be used, transmitted, stored, handled, and safeguarded in accordance with the GSOMIA and with Appendix A (Classified Appendix to the Agreement between the Department of Defense of the United States of America and the Ministry of Defence of Singapore Concerning Security Measures for the Joint Strike Fighter F-35 and Associated Ancillary Mission Equipment) to this Agreement, the TREK NOVA Access Management Control Plan (AMCP), and other security agreements and arrangements that the Parties may find applicable.
- 3.2 Classified Information and material, regardless of country of origin, shall be transferred only through Government-to-Government channels or through channels approved by the National Security Authorities (NSAs)/Designated Security Authorities (DSAs) of the Parties. All Classified Information shall be marked with appropriate classification and distribution markings, in accordance with the national laws and regulations of the Parties. Information classified by the United States shall not be exchanged with or released to F-35 FMS customer countries without the review and written approval of the F-35 Program Office (JSFPO). All documents that have been reviewed and approved for release shall be marked with the following statement: "Approved for release to the Singapore Ministry of Defence (MINDEF)".
- 3.3 Classified Information originating with JSF Cooperative Program Participant countries (Australia, Canada, Denmark, Italy, The Netherlands, Norway, Turkey, and the United Kingdom), other than the United States, shall not be provided to F-35 FMS customer

countries without the review and written approval of the JSFPO. All documents that have been reviewed and approved for release shall be marked with the following statement:

"Approved for release to the Singapore Ministry of Defence (MINDEF)".

- 3.4 Each Party shall take all lawful steps available to it to ensure that Classified Information provided, exchanged, held, used, or generated pursuant to this Agreement is protected from further disclosure. 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 connection with official duties related to the F-35 Air System, its acquisition, operation, or maintenance. No disclosure of Classified Information provided by the other Party shall be made to anyone who is not a cleared officer or employee of the Governments of the respective Parties unless the other Party consents, in writing, to such disclosure. Written consent shall be obtained for any disclosure of Classified Information to Third Parties, including any individuals, businesses, or other entities with whom the Parties may contract.

4 Protection Measures

- 4.1 The MINDEF shall ensure the security of all F-35 Air System components as further specified below or in Annexes to this Agreement.
- 4.2 The MINDEF shall establish and enforce procedures to prevent unauthorized access to F-35 Air System components, and shall not permit any unauthorized intrusion, disassembly, examination, or production of components. The MINDEF shall not allow any reverse engineering of any and all F-35 Air System components. The MINDEF shall not allow any unauthorized downloading, modification, or duplication of any software associated with the F-35 Air System.
- 4.3 In the implementation of security measures for the F-35 Air System, including its acquisition, operation, and maintenance, the MINDEF shall establish a program of regular security inspections of the F-35 Air System, including the F-35 Air Vehicle and all air system components and facilities to ensure that unauthorized activities do not take place, or to detect and promptly report any suspected unauthorized activities. Further, at either Party's request, the MINDEF and the U.S. DoD shall jointly conduct such inspections of the MINDEF F-35 Air System. The Parties shall agree in advance to the detailed

arrangements for conducting such joint inspections that conform to the provisions of Appendix A (Classified Appendix to the Agreement between the Department of Defense of the United States of America and the Ministry of Defence of Singapore Concerning Security Measures for the Joint Strike Fighter F-35 and Associated Ancillary Mission Equipment) to this Agreement and the TREK NOVA AMCP. The results of the inspections of the MINDEF F-35 Air System shall be put in joint reports prepared by representatives of the JSFPO and the MINDEF, submitted to the Director, JSFPO and the designated representative of the MINDEF. The joint reports shall include, inter alia, an assessment of any data or software downloading.

5 Security Measures Associated with F-35 Air System Components

In addition to complying with the provisions of Appendix A (Classified Appendix to the Agreement between the Department of Defense of the United States of America and the Ministry of Defence of Singapore Concerning Security Measures for the Joint Strike Fighter F-35 and Associated Ancillary Mission Equipment) to this Agreement and the TREK NOVA AMCP, the U.S. DoD shall notify the MINDEF before initial technology transfer, and subsequently as necessary, of those F-35 Air System components that may be purchased only from U.S. sources, and which may be repaired only by a U.S. contractor. MINDEF shall not otherwise manufacture or purchase F-35 Air System components except with the prior written approval of the U.S. DoD.

6 Authorized Use and Transfer

In addition to the requirements contained in the relevant LOA, the MINDEF shall not transfer or otherwise convey possession, custody, or control, temporary or otherwise, of any F-35 Air System element or component thereof, including the aircraft, installed or uninstalled hardware or equipment, software, or technical data to anyone (1) who is not both a citizen of Singapore and an officer or employee of the Government of Singapore with an appropriate level of security clearance and a valid need-to-know, or (2) who is not both a citizen of the United States of America and an officer or employee of the Government of the United States with an appropriate level of security clearance and a valid need-to-know, unless authorized in

advance and in writing by the JSFPO or by another U.S. DoD entity pursuant to written authority to authorize such a transfer.

7 Financial

Each Party shall bear its own costs associated with the special security provisions described in this Agreement. Price and delivery estimates provided by the U.S. DoD to the MINDEF for the F-35 Air System anticipate that the Government of Singapore shall provide, and bear all costs of providing, adequate security to protect personnel and property associated with acquisition, operation, and maintenance of the F-35 Air System, including components and facilities located at Singaporean military bases and installations, or other designated work sites.

8 Settlement of Disputes

Disputes between the Parties arising under or related to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to an individual, national court, international tribunal, or to any other Third Party, individual, or entity for settlement. In the case of any differences, perceived or otherwise, between this Agreement and the terms and conditions of LOAs, the LOA shall govern.

9 Amendment, Termination, Entry into Force, and Duration

- 9.1 This Agreement, including Appendices to this Agreement, may be amended by mutual written consent of the Parties to add security provisions related to the F-35 Air System. The Parties may agree to additional or special security arrangements in future LOAs without amending or modifying this Agreement.
- 9.2 In the event both Parties consent to terminate this Agreement, or any Appendix thereto, the Parties shall consult prior to the date of termination to ensure termination in the most economical and equitable manner.
- 9.3 The Parties agree that this agreement can be terminated upon written consent of both Parties. Either Party may initiate termination of this Agreement, or any Appendix thereto, upon 180 days written notification to the other Party of its intent to terminate.

9.4 Unless mutually terminated upon written consent of the Parties, this Agreement shall remain in force, and the obligations of the Parties continue, for so long as the purchasing country owns, operates, maintains, or otherwise controls F-35 Air System assets.

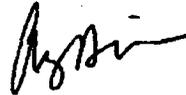
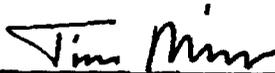
9.5 This Agreement, which consists of nine (9) Sections, and one (1) Appendix, shall enter into force upon signature by both Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their Governments, have signed this 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 SINGAPORE



Signature

Signature

James N. Miller

BG Gary Ang
Name

Principal Deputy Under Secretary of Defense for Policy

Deputy Secretary (Policy)
Title

11 May 2009
Date

25 JUNE 2009
Date

WASHINGTON, D.C.
Location

SINGAPORE
Location