

AGREEMENT

BETWEEN

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF DEFENSE OF THE CZECH REPUBLIC

CONCERNING

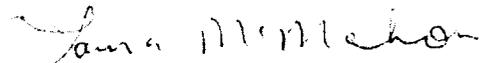
THE EXCHANGE

OF

ENGINEERS AND SCIENTISTS

CERTIFICATE OF AUTHENTICITY

I hereby certify this to be a true certified copy of the Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Czech Republic concerning the Exchange of Engineers and Scientists. The Office of the Deputy Assistant Secretary of the Army for Defense Exports and Cooperation, Armaments Cooperation Division, maintains custody of a signed copy of this Agreement



Laura McMahon
DEPUTY, INTERNATIONAL AGREEMENTS

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PREAMBLE

The Department of Defense of the United States of America (U.S. DoD) and the Ministry of Defense of the Czech Republic (Czech MoD) hereinafter referred to as the "Parties";

Having a common interest in defense;

Recognizing their deep and broad bilateral cooperation in the field of defense; and

Desiring to realize the benefits of a program for the exchange of Engineers and Scientists (E&S);

Have agreed as follows:

ARTICLE 1

DEFINITION OF TERMS

The Parties have jointly decided 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. This Information may be in oral, visual, magnetic, or documentary form or in the form of equipment or technology.
Controlled Unclassified Information	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. It could include Information that has been declassified, but remains controlled.
Dependent	The spouse of a member of an armed force or a civilian component or a child of such member who depends on the member for support.
Engineers and Scientists (E&S) Personnel	Military and civilian engineers and scientists of the U.S. DoD or Czech MoD who perform scientific and other jointly decided technical functions for the purpose and scope of this Agreement.
Exchange Program	The exchange of personnel under this Agreement.
Host Organization	U.S. DoD or Czech MoD national defense organizations, to which E&S Personnel are assigned for duty pursuant to this Exchange Program.
Host Party	U.S. DoD or Czech MoD to which the Host Organization belongs.
Information	Knowledge that can be communicated by any means, 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, computer software, 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 Intellectual Property rights.

Intellectual Property	In accordance with the World Trade Organization Agreement on Trade-Related Aspects of Intellectual Property Rights of April 15, 1994, all copyright and related rights, all rights in relation to inventions (including Patent rights), all rights in registered and unregistered trademarks (including service marks), registered and unregistered designs, undisclosed Information (including trade secrets and know-how), layout designs of integrated circuits, geographical indications, and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields.
Invention	Any invention in any field of technology, provided it is new, involves an inventive step, is capable of industrial application and is formulated or made (conceived or "first actually reduced to practice") in the course of work performed under an Exchange Program. 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.
Parent Organization	U.S. DoD or Czech MoD national defense organizations, to which E&S Personnel belong.
Parent Party	The U.S. DoD or Czech MoD to which the Parent Organization belongs.
Patent	Grant by any Government or a regional office acting for more than one Government of the right to exclude others from making, using, importing, selling, or offering to sell 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.
Position Description	Document that describes the work to be performed by E&S Personnel. (Refer to Appendix 2 to Annex A (Position Description Format) for model.)

ARTICLE 2

PURPOSE AND SCOPE

- 2.1. This Agreement establishes the provisions by which the Parties intend to provide on-site working assignments in scientific and other agreed technical positions on mutually agreed topics to selected E&S Personnel from the other Party. The work assignments shall provide E&S Personnel the ability to gain work experience and knowledge of the organization and management of Host Party defense activities.
- 2.2. The Exchange Program shall not include training, except as provided in paragraph 6.4. of Article 6 (Financial Arrangements) of this Agreement, and it is not to be used as a mechanism for obtaining Information, including Information related to the design, development, and manufacture of military systems.
- 2.3. Exchanges of E&S Personnel under this Agreement shall be conducted on a reciprocal basis so that the overall benefit to each Party shall be essentially equal.

ARTICLE 3

EXECUTIVE AGENTS AND MANAGING AGENTS

- 3.1. The Parties shall designate Executive Agents (EAs) and Managing Agents (MAs) to oversee the Exchange Program established by this Agreement. For the U.S. DoD, the EA for this Agreement shall be the Office of the Under Secretary of Defense (Acquisition, Technology and Logistics), which has delegated responsibilities to the Deputy Assistant Secretary of the Army (Defense Exports and Cooperation). For the Ministry of Defense of the Czech Republic, the EA for this Agreement shall be the Armaments Division of the Ministry of Defence of the Czech Republic.
- 3.2. The EAs shall be responsible for:
 - 3.2.1. Periodically reviewing this Agreement to ensure conformity with current law and regulations;
 - 3.2.2. Recommending amendments or new annexes to this Agreement;
 - 3.2.3. Maintaining a record of exchange positions and MAs; and
 - 3.2.4. Approving amendments to Annex A (Procedures for Administering the Exchange of Engineers and Scientists), Annex B (Certificate of Conditions and Responsibilities), and Annex C (Commitment Regarding Inventions Made and Information Developed by Visiting Engineers and Scientists) consistent with Article 13 (Entry into Force, Amendment, Duration, and Termination) of this Agreement.
- 3.3. An MA shall be designated at each Host Organization to which E&S Personnel are assigned. The MAs shall be responsible for:
 - 3.3.1. Entering into specific exchanges;
 - 3.3.2. Maintaining a record of the Position Descriptions for all E&S positions for the Host Organization in accordance with Annex A (Procedures for Administering the Exchange of Engineers and Scientists) of this Agreement;
 - 3.3.3. Ensuring that exchanges are conducted in accordance with the approved Position Descriptions, applicable laws and regulations, and this Agreement;
 - 3.3.4. Reporting exchange positions to the EAs; and
 - 3.3.5. Approving amendments to Position Descriptions.

ARTICLE 4

SELECTION AND ASSIGNMENT OF PERSONNEL

- 4.1. Military personnel and civilian employees of the U.S. DoD and the Czech MoD may participate in the Exchange Program. The Parent Organization shall be solely responsible for the selection of its E&S Personnel based on the following criteria:
 - 4.1.1. They must have demonstrated capabilities for future positions of greater responsibility;
 - 4.1.2. They must be well-versed in the current practices, technical training, and policies of their organization;
 - 4.1.3. They must possess the academic or professional degree described in the applicable Position Description;
 - 4.1.4. They should hold at least an undergraduate degree or equivalent professional qualifications and have at least four (4) years of practical experience in the technical area related to the position to which they shall be assigned; and
 - 4.1.5. They should be sufficiently proficient in the language of the Host Party's country, as required by the Position Description, to satisfy the requirements of the position.
- 4.2. E&S Personnel shall be nominated and assigned to approved positions with a Host Organization in accordance with Annex A (Procedures for Administering the Exchange of Engineers and Scientists) of this Agreement.
- 4.3. To assist in the evaluation and selection of E&S Personnel, the MAs shall provide to each other professional background resumes, career areas of interest, and assignment objectives for each candidate, following the format of Appendix 1 (Professional Background, Career Areas of Interest, and Assignment Objectives) to Annex A (Procedures for Administering the Exchange of Engineers and Scientists), not less than nine (9) months prior to the desired start date of each assignment. Final selection of E&S Personnel shall be by mutual arrangement between the MAs not less than four (4) months prior to the start of the assignment. The final decision on accepting nominated E&S Personnel will be made by the prospective Host Organization.
- 4.4. The placement of E&S Personnel nominated under the Exchange Program shall be conditional upon the ability of the Host Organization to provide work assignments commensurate with Article 2 (Purpose and Scope) of this Agreement for a mutually agreed upon period of time.
- 4.5. The Host Party shall be authorized to discharge E&S Personnel from the Exchange Program who do not meet the above criteria. This decision is within the sole discretion of the Host Party.

- 4.6. E&S Personnel shall not act in a liaison capacity, or otherwise act as representatives of the Parent Party or the Parent Organization, while assigned to exchange positions, nor shall they act as representatives of the Host Party or the Host Organization to which they are assigned. E&S Personnel shall perform duties as defined in the Position Description for their respective positions.
- 4.7. E&S Personnel shall not be assigned to positions under the Exchange Program that would involve the release of Restricted Data, or Formerly Restricted Data, as defined in the U.S. Atomic Energy Act of 1954, as amended; communications security Information; Information for which foreign dissemination has been prohibited in whole or in part; Information for which a special access authorization is required; Information originated by another organization, department, agency, or government; or Controlled Unclassified Information; unless the specific Information has been authorized in writing for release to the Government of the Parent Party under an existing program or with the prior written consent of the appropriate disclosure authority, whichever is applicable.

ARTICLE 5

TECHNICAL AND ADMINISTRATIVE MATTERS

- 5.1. To the extent authorized by the applicable laws and regulations of the Host Party's country, the Host Organization shall arrange for the provision of administrative support as is deemed necessary for E&S Personnel to perform assigned tasks efficiently. The Host Organization shall familiarize E&S Personnel with any unique procedures necessary for the proper performance of their assigned tasks.
- 5.2. Consistent with the applicable laws and regulations of the Host Party's country, E&S Personnel assigned under this Agreement shall be subject to the same restrictions, requirements, and privileges as Host Party personnel of comparable rank in their areas of assignment. Further, to the extent authorized by the applicable laws and regulations of the Host Party's country, E&S Personnel and their authorized Dependents shall be accorded on a reciprocal basis:
 - 5.2.1. Exemption from any tax by the Host Party's country upon income received from the authorities of the Parent Party's country.
 - 5.2.2. Exemption from any customs and import duties or similar charges levied on items entering the country of the Host Party for their official or personal use, including their baggage, household effects, and private motor vehicles. The foregoing shall not in any way limit privileges set forth elsewhere in this Agreement, or other privileges granted by the applicable laws and regulations of the Host Party's country.
- 5.3. E&S Personnel and their Dependents shall be required to comply with the laws of the Host Party's country.
- 5.4. The Host Organization shall brief E&S Personnel and their Dependents upon their arrival on the applicable laws, orders, and regulations relating to their assignment, as well as regarding their specific entitlements, privileges, and requirements.
- 5.5. E&S Personnel may observe the holiday schedule of either the Parent Party or the Host Party as jointly decided by the Host Organization and the Parent Organization.
- 5.6. E&S Personnel shall be assigned work under the guidance and supervision of a Host Organization supervisor. The Host Organization supervisor shall establish performance standards and observe the performance of E&S Personnel to provide a basis for counseling and performance evaluations. E&S Personnel shall have performance evaluations rendered in accordance with the applicable Parent Party regulations.
- 5.7. E&S Personnel committing an offense under the applicable laws or regulations of the country of either the Parent Party or the Host Party may be withdrawn from the Exchange Program with a view toward further administrative or disciplinary action by the Parent Party. Disciplinary action, however, shall not be taken by the Host Party against E&S

Personnel and E&S Personnel shall not exercise disciplinary powers over personnel of the Host Party. The Parties shall cooperate when legally possible in carrying out administrative or disciplinary action by the Parent Party against its E&S Personnel.

- 5.8. The E&S Personnel and the E&S Personnel's Dependents shall be provided care in military medical and dental facilities to the extent permitted by applicable national law, policy, and international agreement. Where a reciprocal agreement for health care exists between the Parties, the access entitlement of the E&S Personnel and the E&S Personnel's Dependents will be specified in such an agreement. Where military facilities are not available, the E&S Personnel shall be responsible for all medical and dental costs incurred by the E&S Personnel and the E&S Personnel's Dependents. The Parent Party shall ensure that the E&S Personnel are physically fit prior to the E&S Personnel's tour of duty. The Parent Party shall be responsible for familiarizing itself with the medical and dental services available to the E&S Personnel and the E&S Personnel's Dependents, the costs of such services, and the procedures for use of such services.
- 5.9. In no case shall E&S Personnel be assigned to positions that would require exercise of command or be assigned to other positions that would require them to exercise responsibilities that are reserved by applicable law or regulation to an officer or employee of the Host Party.
- 5.10. E&S Personnel shall not be placed on duty or in positions in areas of political sensitivity where their presence would jeopardize the interests of the Parent Party, or where, in the normal course of their duty, they may become involved in activities that may embarrass the Parent Party.
- 5.11. The Host Party shall not deploy E&S Personnel in non-direct hostility situations, such as United Nations peacekeeping or multi-national operations, without written Parent Party approval. Additionally, E&S Personnel shall not be deployed to a third country without the Parent Party's written approval.
- 5.12. The Host Party shall not place E&S Personnel in duty assignments in which direct hostilities with forces of third countries are likely. Should a unit to which E&S Personnel are assigned become involved in hostilities unexpectedly, E&S Personnel assigned to the unit shall not be involved in the hostilities without written authorization from the Parent Party. E&S Personnel approved by both the Parent Party and the Host Party for involvement in hostilities shall be given clear guidance on the Host Party's interpretation of the applicable international law, including the law of war, and the Host Party's rules of engagement. This provision is without prejudice to the E&S Personnel's obligations under the laws of their Parent Party's country.
- 5.13. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs shall be extended to E&S Personnel and their Dependents on the same basis as equivalent personnel of the Host Party. This provision shall not, however, limit privileges set forth elsewhere in this Agreement or other privileges granted by the Host Party, at its discretion, with the written consent of the Parent Party.

- 5.14. E&S Personnel shall be granted leave according to their entitlements under the regulations of the Parent Organization, subject to the approval of the appropriate authorities of the Host Organization.
- 5.15. Military E&S Personnel shall be required to comply with the dress regulations of the Parent Organization. The order of dress for any occasion shall be that which most closely conforms to the order of dress for the Host Organization with which they are serving. Customs of the Host Organization shall be observed with respect to wearing of civilian clothes.
- 5.16. Consistent with the applicable laws and regulations of the Host Party's country, and upon provisions of reciprocity, the Host Organization shall provide, if available, housing and messing facilities for E&S Personnel and their Dependents on the same basis and priority as for its own personnel. E&S Personnel shall pay messing and housing charges to the same extent as personnel of the Host Organization. At locations where facilities are not provided by the Host Organization for its own personnel, the Parent Organization shall assist in making suitable arrangements for E&S Personnel.
- 5.17. The Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, dated June 19, 1951, hereafter referred to as the "NATO SOFA," pertaining to benefits and privileges of military and civilian personnel while in the country of the Host Party shall apply to E&S Personnel and their Dependents, and in the event of conflict, shall take precedence over this Agreement.

ARTICLE 6

FINANCIAL ARRANGEMENTS

- 6.1.** The Parent Party's responsibilities shall include, but shall not be limited to, the following costs for its E&S Personnel:
 - 6.1.1.** All pay and allowances in accordance with the applicable laws and regulations of the Parent Party's country;
 - 6.1.2.** Travel to and from the country of the Host Party;
 - 6.1.3.** All temporary duty costs, including travel costs, when such duty is carried out at the request of the Parent Party;
 - 6.1.4.** The movement of Dependents and the household effects of E&S Personnel;
 - 6.1.5.** Preparation and shipment of remains and funeral expenses in the event of the death of E&S Personnel or the E&S Personnel's Dependents; and
 - 6.1.6.** All expenses in connection with the return of E&S Personnel who have been discharged from the Exchange Program and the E&S Personnel's accompanying Dependents.
- 6.2.** The Host Party shall be responsible for the following:
 - 6.2.1.** Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the Host Party;
 - 6.2.2.** Costs incurred as a result of a change in location of work ordered by the Host Party during the period of the exchange; and
 - 6.2.3.** Cost of training programs conducted to familiarize, orient, or certify E&S Personnel with unique aspects of the assignments.
- 6.3.** The Host Party shall not charge for the use of facilities or equipment necessary for the performance of tasks assigned to E&S Personnel.
- 6.4.** Except as provided in subparagraph 6.2.3. of this Article, the Parent Party shall pay the costs of formal and informal training and professional military education.
- 6.5.** The Host Party shall not provide any supplies or services related to those costs that, by virtue of paragraph 6.1. of this Article, are the responsibility of the Parent Party. Accordingly, it shall be necessary for the Parent Party to make arrangements to defray such costs directly through its personnel, rather than by reimbursement to the Host Party.

ARTICLE 7

INTELLECTUAL PROPERTY

- 7.1. The respective rights of E&S Personnel and the Parties to Inventions (whether patentable or not patentable) made (either conceived or reduced to practice) and to Information developed by the E&S Personnel during the period of, and as a result of, their participation in the Exchange Program shall be governed by the applicable laws and regulations of the Parent Party's country.
- 7.2. To the extent that the right, title, and/or interest in an Invention and/or to Information is/are assigned to the Parent Party in accordance with paragraph 7.1. of this Article, the Parent Party shall grant free of charge to the Host Party for its governmental purposes, a nontransferable, worldwide, irrevocable, non-exclusive, royalty-free license to practice (make, use, have used, or sell) such Inventions and any Patents relating thereto and to have unlimited use and reproduction rights in such Information.
- 7.3. The Parent Party of inventor E&S Personnel shall have first priority to prosecute, or to have prosecuted on their behalf, Patent applications to secure rights granted under this Article. The Parent Party shall, within a reasonable time, notify the Host Party of the countries in which it or the E&S inventor elects to file Patent applications. For all other countries, the Host Party may prosecute or have prosecuted on its behalf Patent applications to secure such rights.
- 7.4. If the Parent Party renounces exercise of the rights granted by this Article, including the prosecution of a Patent application and the maintenance of a granted Patent, such Party shall notify the Host Party of its intention within six (6) months or such period that may be applicable to allow the Host Party to exercise such rights. The Host Party could, in that case, exercise the rights belonging to the Parent Party referred to in paragraph 7.1. of this Article. Additional benefits to Inventions and Information, such as transfer of Patents, may be negotiated between the Parties.
- 7.5. All expenses, including filing fees and maintenance fees associated with Patent applications for Inventions, shall be borne by the Party filing the Patent application. The filing Party shall provide the other Party with copies of all applications made and of all Patents granted.
- 7.6. Notwithstanding the rights delineated in paragraphs 7.1. and 7.2. of this Article, the Parent Party shall obtain from the E&S Personnel, as a condition for participating in the Exchange Program, written arrangements regarding Inventions and Information in the form prescribed in Annex C (Commitment Regarding Inventions Made and Information Developed by Visiting Engineers and Scientists) of this Agreement, and shall promptly deliver the signed originals to the Host Party.
- 7.7. Any additional compensation or award under an incentive award program or similar program due to the E&S Personnel for the work performed under the Exchange Program shall be the responsibility of the Parent Party.

ARTICLE 8

CONTROLLED UNCLASSIFIED INFORMATION

- 8.1. Except as otherwise provided in this Agreement, or as authorized in writing by the Host Party, Controlled Unclassified Information provided or generated pursuant to this Agreement shall be controlled as follows:
 - 8.1.1. Such Information shall be used only for the purposes specified in this Agreement.
 - 8.1.2. Access to such Information shall be limited to E&S Personnel whose access is necessary for the purpose of this Agreement.
 - 8.1.3. Each Party shall take all lawful steps available to it, including national classification, to keep such Information free from further disclosure (including requests under any legislative provisions), unless the Host Party consents to such disclosure. In the event of unauthorized disclosure or it becomes probable that the Information may have to be further disclosed under any legislative provision, immediate notification shall be given to the Host Party.
- 8.2. Such Information shall be subject to applicable export control laws and regulations and shall be disclosed and transferred subject to authorization by relevant authorities of the Host Party's country and in accordance with this Agreement.
- 8.3. To assist in providing the appropriate controls, the Host Party shall ensure Controlled Unclassified Information, including Information subject to export control, is marked with a legend containing the country of origin, the Intellectual Property rights, and export controls, in order to ensure its "in confidence" nature.
- 8.4. Information incidental to supporting the Exchange Program disclosed to E&S Personnel shall be considered to be provided to the Parent Party. Such Information may be used by the Parent Party solely for Information, evaluation, and planning purposes. This Information shall not be used by the Parent Party for any purpose other than the purpose for which it was furnished under this Agreement without the prior written consent of the Host Party, specifying the authorized use of the Information.
- 8.5. Except to the extent that Information incidental to supporting the Exchange Program is disclosed to E&S Personnel, the Exchange Program may not be used as a mechanism for, and does not authorize, the exchange or generation of Information subject to applicable export control laws and regulations. Exchange of such Information shall be governed by separate agreements designed for that purpose.

ARTICLE 9

SECURITY

- 9.1. No Classified Information shall be released to E&S Personnel under this Agreement. The existence of this Agreement is unclassified and its contents are unclassified.
- 9.2. During the selection process, each Party shall inform the other of the level of security clearance required, if any, to permit E&S Personnel to be eligible for access to Controlled Unclassified Information and work areas. Access to Controlled Unclassified Information shall be consistent with paragraph 4.7., Article 4 (Selection and Assignment of Personnel) of this Agreement and shall be kept to the minimum required to accomplish the work assignment, as determined by the Host Party based on the applicable Position Description and a need to know. Actual transfer of or access to Information subject to applicable export control laws and regulations shall be subject to authorization by the relevant authorities of the originating Party's country.
- 9.3. Each Party shall cause security assurances to be filed, through the Embassy of the Czech Republic in Washington, DC, in the case of the Czech personnel, and through the Embassy of the United States in Prague, in the case of the U. S. personnel, stating the security clearances for all E&S Personnel selected. The security assurances shall be prepared and forwarded through prescribed channels in compliance with established Host Party procedures.
- 9.4. The Host Organization and the Parent Organization shall ensure that assigned E&S Personnel are fully cognizant of applicable laws and regulations concerning the protection, release, transfer, or export, both during and after the termination of an assignment, of proprietary Information (such as inventions, copyrights, and trade secrets), and any Information subject to applicable export control laws and regulations, to which access might be gained under the Exchange Program in accordance with Article 4 (Selection and Assignment of Personnel) of this Agreement and paragraph 9.2. of this Article. E&S Personnel shall be required to sign the certification at Annex B (Certificate of Conditions and Responsibilities) of this Agreement requiring compliance with such laws and regulations.
- 9.5. E&S Personnel shall at all times be required to comply with the applicable security and export control laws, regulations, and procedures of the Government of the Host Party. Any violation of security or export control procedures by E&S Personnel during their assignments shall be reported to the Parent Party for appropriate action. E&S Personnel committing willful violations of security or export control procedures during their assignments shall be withdrawn from the Exchange Program with a view toward administrative or disciplinary action by the Parent Party.

ARTICLE 10

CLAIMS

- 10.1. Claims against either Party or its personnel shall be dealt with in accordance with the terms of Article VIII of the NATO SOFA. Civilian employees of the Parties assigned to duty within their Government's Department or Ministry of Defense shall be deemed, for the purpose of Article VIII of the NATO SOFA, to be members of a civilian component within the meaning of Article I of NATO SOFA while present in the territory of the other Party for the purpose of this Agreement.
- 10.2. E&S Personnel and those Dependents accompanying them must obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the Host Party's country, or its political subdivision where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.
- 10.3. Claims relating to infringement of Intellectual Property rights shall be addressed by each Party in accordance with its national laws and applicable international agreements between the Parties.

ARTICLE 11

SETTLEMENT OF DISPUTES

- 11.1. Disputes arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to an individual, to a national or international tribunal, or to any other forum for settlement.

ARTICLE 13

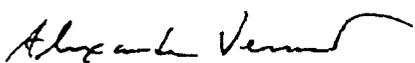
ENTRY INTO FORCE, AMENDMENT, DURATION, AND TERMINATION

- 13.1. Except as otherwise provided, this Agreement may be amended by the mutual written consent of the Parties. Annex A (Procedures for Administering the Exchange of Engineers and Scientist), Annex B (Certificate of Conditions and Responsibilities), and Annex C (Commitment Regarding Inventions Made and Information Developed By Visiting Engineers and Scientists) to this Agreement may be amended by the written approval of the EA, provided that any such amendment is consistent with the Articles of this Agreement.
- 13.2. This Agreement may be terminated at any time upon the written consent of the Parties. In the event both Parties consent to terminate this Agreement, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable provisions.
- 13.3. Either Party may terminate this Agreement upon 180 days written notification of its intent to terminate to the other Party. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action to conclude the activities under this Agreement. In the event of such termination, the following rules apply:
 - 13.3.1. The terminating Party shall continue participation, financial or otherwise, up to the effective date of termination.
 - 13.3.2. Each Party shall pay the costs it incurs as a result of termination.
 - 13.3.3. All Information and benefits therein received under the provisions of this Agreement prior to the termination shall be retained by the Parties, subject to the provisions of this Agreement.
- 13.4. The respective benefits and responsibilities of the Parties regarding Article 9 (Security), Article 7 (Intellectual Property), Article 8 (Controlled Unclassified Information), Article 10 (Claims), and this Article 13 (Entry into Force, Amendment, Duration, and Termination) of this Agreement shall continue notwithstanding termination or expiration of this Agreement.
- 13.5. This Agreement, which consists of thirteen (13) Articles and three (3) Annexes, shall enter into force upon signature by both Parties and shall remain in force for ten (10) years. Thereafter this Agreement shall automatically be extended for ten (10)-year terms unless one Party notifies the other Party in writing not less than six (6) months prior to the end of a ten-year term that it does not desire to extend this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the Parties, have signed this Agreement.

DONE, in duplicate, in the English and Czech languages, both texts being equally authentic.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA



Signature

Alexander Vershbow

Name

Assistant Secretary of Defense

Title

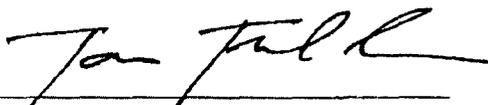
6 November 2009

Date

Prague

Location

FOR THE MINISTRY OF DEFENSE OF
THE CZECH REPUBLIC



Signature

Jan Fulik

Name

Deputy Minister of Defense

Title

6 November 2009

Date

Prague

Location

ANNEX A

PROCEDURES FOR ADMINISTERING THE EXCHANGE OF ENGINEERS AND SCIENTISTS

1. This Annex to the Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Czech Republic Concerning the Exchange of Engineers and Scientists (E&S) provides the procedures for nominating and assigning E&S Personnel from one Party to defense organizations and facilities of the other Party.
2. The exchange of E&S Personnel under this Agreement shall be administered by designated national Managing Agents (MAs) as stated in Article 3 (Executive Agents and Managing Agents) of this Agreement. Each MA shall be the single point of contact for the other Party for the administration of the Exchange Program.
3. The MAs shall request their subordinate organizations to submit candidate personnel applications for consideration as Exchange Program participants. The personnel application should include a resume in the format of Appendix 1 (Professional Background, Career Areas of Interest, and Assignment Objectives) to this Annex. The selection and placement of five (5) or more E&S Personnel in one Party during a calendar year shall be administered and coordinated on a group basis to facilitate administrative processing.
4. Candidate applications shall be submitted by the MA of the Parent Party to the MA of the Host Party. The submission of the applications and exchange of the candidates' resumes shall occur at least nine (9) months prior to the desired assignment start date.
5. The MA of the Host Party shall distribute the candidate resumes it receives to its defense organizations and facilities for review and placement selection.
6. After review and coordination of the resumes and identification of applicable assignments, the MA of the Host Party shall submit proposed Position Descriptions in the format of Appendix 2 (Position Description Format) to this Annex, at least four (4) months prior to the expected assignment start date, to the Parent Party. Appropriate documentation (visas, visit requests, etc.) shall be submitted to the MA of the Host Party in a timely manner.
7. Upon notification of approval and acceptance of the Position Descriptions by the Parent Party, the MA of the Host Party shall notify the responsible defense organizations or facilities of the individuals' arrival dates and appoint a sponsor. The responsible defense organizations or facilities shall, in turn, notify the respective supervisors of the arrival of the E&S Personnel and encourage personal contact between the supervisors and E&S Personnel prior to arrival. The Host Organization, usually the supervisors, shall be assigned to meet E&S Personnel on their arrival and help make the necessary living arrangements for E&S Personnel and their families.
8. The MA of the Parent Party shall arrange a briefing for all new E&S Personnel prior to departure for their assignments. It is suggested that the E&S Personnel's Embassy arrange an in-briefing for all new E&S Personnel, normally to be held at the E&S Personnel's Embassy. At the Embassy in-briefing, the MA of the Host Party shall provide an overall welcome to the

Exchange Program and emphasize security requirements. Members of the receiving defense organization or facility shall be in attendance and familiarize E&S Personnel with that organization's or facility's research and development missions, as well as the specific assignments and locations.

9. The MA of the Host Party, along with the E&S Personnel's Embassy point of contact, shall be the interface with all supervisors and/or E&S Personnel in administering the Exchange Program.

10. The MA of the Host Party shall arrange for proper end-of-assignment ceremonies and out-briefings. It is suggested that a prominent individual from the Host Party research and development community address E&S Personnel when there is a group departing. A certificate of completion may be presented to each foreign Exchange Program participant. The MA of the Host Party shall provide a security debrief and allow the individuals a final opportunity to comment on their experiences with the Exchange Program.

**APPENDIX 1
TO ANNEX A**

**PROFESSIONAL BACKGROUND, CAREER AREAS OF INTEREST,
AND ASSIGNMENT OBJECTIVES**

1. Personal Data:
 - a. Name:
 - b. Rank or title:
 - c. Scientific or technical specialty:
 - d. Passport number:
 - e. Marital status: (if children, how many, ages, and sex)
 - f. Office address:
 - g. Home address:
 - h. Telephone:
 - Home:
 - Office:
 - Fax:
 - i. Email address:

2. Education:
 - a. Name and address of college/university (include graduate, post-graduate, and special studies).
 - b. Dates attended.
 - c. Degree received (including subject and dates).
 - d. Honor societies, special awards, licenses, and professional certification (as appropriate).

3. Professional employment:
 - a. List military and civilian employment in reverse chronological order (including a brief summary of responsibilities and achievements for civilian employment and the nature of military assignments (for example, whether technical or administrative, type of research or engineering, nature of projects, results, and recognition, and so forth)
 - b. Publications.
 - c. Membership in professional organizations.
 - d. Name of present organization.

4. Language proficiency:
 - a. Academic language training or language experience in language of the Host Party, including technical vocabulary.

- b. Recent aptitude/proficiency scores, if applicable.
 - c. Plans to acquire or improve proficiency.
- 5. Career areas of interest and assignment objectives:
 - a. Career areas of interest.
 - b. Assignment objectives.
- 6. Professional Goals and objectives:
 - a. Long-range, both professional and personal.
 - b. Motivation.
 - c. Relation of goals to participation in the Exchange Program (for example, anticipated gains from participation, ability to contribute to the Host Party research and development effort, etc.).
- 7. Security Clearance Information.

**APPENDIX 2
TO ANNEX A**

POSITION DESCRIPTION FORMAT

1. Title of Position:
2. Position Location:
3. Qualifications/Skills Required for Position:
4. Description of Specific Duties:
5. Supervisor
Name:
Title/Grade:
Address:
Phone:
Email:
6. Security Clearance Required:

ANNEX B

CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES

I understand and acknowledge that I have been accepted for assignment to (name and location of Host Organization to which assigned) pursuant to Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Czech Republic Concerning the Exchange of Scientists and Engineers, which entered into force (Month, Day, Year). In connection with this assignment, I further understand, acknowledge, and certify that I will comply with the following conditions and responsibilities:

1. The purpose of the assignment is to gain knowledge of the organization and management of Host Party (cite applicable area for Exchange Program assignment) defense activities. There will be no access to Information except as required to perform the duties described in the Position Description of the position to which I am assigned, as determined by my designated supervisor.
2. I will perform only functions that are properly assigned to me as described in the Position Description for my assignment and will not act in any capacity on behalf of my Government or my Parent Party or Parent Organization.
3. All Information to which I may have access during this assignment will be treated as Information provided to my Government in confidence and will not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the Host Party.
4. When dealing with individuals outside of my immediate office of assignment on official matters, I will inform such individuals that I am a foreign exchange person.
5. I have been briefed on, understand, and will comply with all applicable security regulations of the Host Party and the Host Organization and with all applicable laws and regulations of the Host Party's country concerning the protection, release, transfer, or export, both during and after the termination of my assignment, of Intellectual Property Information (such as Inventions, copyrights, know-how, and trade secrets), Controlled Unclassified Information, and Information subject to applicable export control laws and regulations, to which access might be granted under this Exchange Program in accordance with paragraph 12.1. of Article 12 (General Provisions), paragraph 9.4. of Article 9 (Security), and paragraph 4.7. of Article 4 (Selection and Assignment of Personnel) of this Agreement.

6. I will immediately report to my designated supervisor all unauthorized attempts to obtain from me Classified Information, Controlled Unclassified Information, Intellectual Property, proprietary Information, or Information subject to applicable export control laws and regulations to which I may have access as a result of this assignment.

Signature

Name

Title

Date

ANNEX C

COMMITMENT REGARDING INVENTIONS MADE AND INFORMATION DEVELOPED BY VISITING ENGINEERS AND SCIENTISTS

COMMITMENT TO HOST PARTY

In consideration for being selected to participate in the U.S. DoD-Czech MoD E&S Exchange Program, as foreseen and allowed by the national laws and regulations of the Parent Party's country, I hereby grant to the Host Party a worldwide, non-transferable, irrevocable, non-exclusive, royalty-free license to practice (make, use, have used, or sell) Inventions (whether patentable or not patentable) and unlimited use and reproduction rights in Information from which Inventions are made (either conceived or reduced to practice) by me and to which I own the rights or which Information is developed by me during the period of, and as a result of, my participation in this Exchange Program, subject to any additional necessary authorizations for actual transfer required by the responsible agency of the Parent Party's country.

Additionally, in order to secure the benefits granted above, if applicable, I hereby grant to the Host Party the right to prosecute or to have prosecuted Patent applications on the above mentioned Inventions in any country for which the Parent Party or I choose not to prosecute a Patent application.

Signature of Engineer/Scientist