

AGREEMENT  
BETWEEN  
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA  
AND  
THE MINISTRY OF DEFENSE OF THE REPUBLIC OF INDIA  
CONCERNING  
EXCHANGE OF  
RESEARCH AND DEVELOPMENT INFORMATION  
(Short Title: U.S. DoD - India MOD  
Master Information Exchange Agreement)

*[Handwritten initials]* *[Handwritten signature]*

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PREAMBLE

The Department of Defense of the United States of America and the Ministry of Defense of the Republic of India, hereinafter referred to as the "Parties":

HAVING a common interest in defense;

RECOGNIZING the benefits to be obtained from standardization, rationalization, and interoperability of military equipment;

DESIRING to improve their mutual conventional defense capabilities through the application of emerging technology; and

HAVING independently conducted research and development (R&D) of the applications of various technologies, recognize the benefits of cooperation in the mutual exchange of R&D Information;

HAVE AGREED as follows:

ARTICLE I

DEFINITION OF TERMS AND ABBREVIATIONS

Authorities	Government officials listed in this Agreement that are authorized to act on behalf of the Parties in matters pertinent to this Agreement.
Annex Authorities	Government officials listed in this Agreement that are authorized to act on behalf of the Parties in matters pertinent to implementation of this Agreement or Annexes thereto.
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. Whether the information is provided or generated under this Agreement, the information shall be marked to identify its "in confidence" nature. It could include information, which has been declassified, but remains controlled.
Contractor	Any entity awarded a Contract by a Party's Contracting Agency.
Contractor Support Personnel	Persons who are under contract to provide administrative and professional support services to the Parties.
Designated Security Authority (DSA)	The security office approved by national Authorities to be responsible for the security aspects of this Agreement.
Establishments	Government organizations listed in an Information Exchange Annex that provide, or have an interest in, R&D Information to be exchanged.

Information Exchange Annex (IEA) An Annex established under the provisions of this Agreement to exchange R&D Information of mutual interest concerning specified technology areas or categories of weapons.

Liaison Officers (LOs) Representatives of the Parties, normally personnel accredited to embassies or missions, who may assist Annex Authorities, Technical Project Officers (TPOs) and Establishments in IEA-related efforts. This does not include representatives of one Party who are assigned on a temporary basis to work with organizations of the other Party except where such representatives have been assigned for the purposes of a specific IEA.

Production Information Designs, drawings, chemical and mathematical equations, specifications, models, manufacturing techniques, software source code and related information (excluding R&D Information) necessary to manufacture or substantially upgrade military materiel and munitions.

R&D Information Any research and development knowledge which can be communicated by any means, regardless of form or type, including, but not limited to, scientific, technical, business, or financial nature whether or not subject to copyright, patent, or other legal protection.

Technical Project Officers (TPOs) Representatives of government organizations who are specifically authorized to exchange R&D Information under an IEA.

Third Party A government other than the government of a Party and any person or other entity whose government is not the government of a Party.

## ARTICLE II

### OBJECTIVE AND SCOPE

2.1. The objective of this Agreement is to conduct reciprocal, balanced exchanges of R&D Information of mutual interest to the Parties.

2.2. The Parties may exchange R&D Information under this Agreement upon conclusion of individual IEAs. Each IEA shall specify the scope of R&D Information which may be exchanged. Exchanges of R&D Information under each IEA shall be on a reciprocal, balanced basis such that the R&D Information exchanged between the Parties shall be of approximately equivalent value, quantitatively and qualitatively, within each IEA to this Agreement.

2.3. Each IEA, upon conclusion, shall form an integral part of this Agreement. Each IEA shall generally conform to the format outline provided in Appendix 1. Each IEA shall:

- 2.3.1. specify the scope of R&D Information exchange;
- 2.3.2. identify the Annex Authorities, TPOs and Establishments;
- 2.3.3. specify any applicable special disclosure and use provisions, when necessary;
- 2.3.4. identify the highest level of classification of Classified Information which may be exchanged under the IEA; and
- 2.3.5. establish a termination date for the IEA not more than five years after the IEA enters into force unless otherwise specified in the IEA.

2.4. Either Party may propose potential IEAs to be conducted under the provisions of this Agreement. The proposing Party may provide a written synopsis describing the proposed IEA to the other Party, and solicit its participation in concluding an IEA.

2.5. This Agreement permits the exchange of R&D-related computer software subject to paragraph 2.2. and the restrictions established in an individual IEA, but does not permit the exchange of weapon, sensor or related system computer software,

or weapon, sensor or related system computer software documentation.

2.6. Production Information shall not be exchanged or provided under this Agreement.

2.7. No defense articles or services may be exchanged or provided under this Agreement.

2.8. The activities of the Parties under this Agreement shall be carried out in accordance with their national laws. The obligations of the Parties shall be subject to the availability of appropriated funds for such purposes.

2.9. In the event of a conflict between the provisions of this Agreement and any Appendix or IEA to this Agreement, the Agreement shall take precedence.

ARTICLE III

MANAGEMENT

3.1. The Parties hereby establish the following Authorities for this Agreement, or their equivalents in the event of reorganization:

United States: Director, International Cooperation, Office of the Undersecretary of Defense (Acquisition, Technology, and Logistics)

India: Chief Controller Research & Development, Defense Research & Development Organisation (DRDO), Ministry of Defense

3.2. The Authorities shall be responsible for:

3.2.1. reviewing and approving recommended amendments to this Agreement in accordance with Article XII (Amendment, Termination, Entry Into Force, and Duration);

3.2.2. amending Appendix 1 ("Model" Information Exchange Annex) to this Agreement in accordance with Article XII (Amendment, Termination, Entry Into Force, and Duration); and

3.2.3. resolving issues brought forth by the Annex Authorities.

3.3. The Parties hereby establish the following Annex Authorities to coordinate their respective IEA efforts under this Agreement, or their equivalents in the event of reorganization.

United States: The Deputy Assistant Secretary of the Army (Defense Exports and Cooperation) (for Army matters)

The Assistant Secretary of the Navy (Research, Development and Acquisition) (through Navy International Programs Office for Navy matters)

The Deputy Under Secretary of the Air Force (International Affairs) (For Air Force matters)

India: Director, International Cooperation, Headquarters  
DRDO, Ministry of Defense

- 3.4. The Annex Authorities shall be responsible for:
  - 3.4.1. exercising executive-level oversight of IEA efforts;
  - 3.4.2. resolving issues brought forth by the TPOs;
  - 3.4.3. concluding new or subsidiary IEAs on behalf of the Parties;
  - 3.4.4. approving the amendment and termination of IEAs in accordance with Article XII (Amendment, Termination, Entry Into Force, and Duration); and
  - 3.4.5. coordinating requests for Third Party transfers on behalf of the Parties in accordance with Article X (Third Party Transfers).
- 3.5. Each IEA shall identify a single TPO to represent each Party. Unless otherwise set forth in an individual IEA, TPOs shall be responsible for:
  - 3.5.1. exercising day-to-day management of IEA efforts;
  - 3.5.2. resolving IEA issues and problems brought forth by Establishments;
  - 3.5.3. referring issues to the Annex Authorities that cannot be mutually resolved by the TPOs;
  - 3.5.4. recommending the development of new IEAs to the Annex Authorities;
  - 3.5.5. recommending the amendment or termination of IEAs to the Annex Authorities;
  - 3.5.6. amending the list of Establishments in IEAs;
  - 3.5.7. establishing and maintaining annual R&D Information exchange objectives for each IEA, as appropriate;
  - 3.5.8. maintaining oversight of the security aspects of the IEA in accordance with Article VIII

(Controlled Unclassified Information) and Article IX (Security);

- 3.5.9. acting as the national focal point for exchange of R&D Information under the IEA, and maintaining lists of R&D Information exchanged; and
- 3.5.10. any other unique responsibilities required for management of the IEA.

3.6. Each IEA shall identify Establishments that may, subject to TPO authorization and the provisions of Article IV (Channels of Communication and Visits), exchange R&D Information and sponsor visits under the IEA.

## ARTICLE IV

### CHANNELS OF COMMUNICATION AND VISITS

4.1. Only those TPOs specified in individual IEAs to this Agreement are authorized to exchange R&D Information related to that IEA on behalf of the Annex Authorities. R&D Information exchanged between the Parties shall be forwarded by TPOs to their counterparts via government channels for appropriate dissemination. Liaison Officers may also assist TPOs in the transmission of R&D Information, as appropriate, in accordance with Article IX (Security).

4.2. Each Party shall permit IEA visits to its TPOs and Establishments by personnel from listed Establishments or Authorities of the other Party, provided that the visit is authorized by both Parties and visiting personnel have appropriate security clearances and a need-to-know.

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

4.4. Requests for IEA visits by personnel of one Party to TPOs or Establishments of the other Party shall be coordinated through official channels, and shall conform with the established visit procedures of the host country. Requests for visits shall bear the name of the IEA and a proposed list of topics to be discussed. When requests for visits also include visits to Contractor facilities of the host country, which are outside the provisions of this Agreement, such requests will comply with that country's Contractor visit procedures.

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

ARTICLE V

FINANCIAL ARRANGEMENTS

5.1. Each Party shall bear the full costs it incurs in making, managing, and administering any R&D Information exchanges under this Agreement. No funds shall be transferred between the Parties. A Party shall promptly notify the other Party if available funds are not adequate to fulfill its responsibilities under this Agreement. If a Party notifies the other Party that it is terminating or reducing its funding for any R&D effort covered by a specific IEA, the Parties shall immediately consult with a view toward termination or continuation of the information exchange on a changed or reduced basis.

ARTICLE VI

CONTRACTUAL ARRANGEMENTS

6.1. This Agreement provides no authority for placing contracts on the other Party's behalf in connection with any R&D Information exchanges under this Agreement. Furthermore, this Agreement creates no obligation to place contracts to implement any R&D Information exchanges under this Agreement.

## ARTICLE VII

### DISCLOSURE AND USE OF R&D INFORMATION

7.1. R&D Information exchanged pursuant to an IEA shall be specifically described therein. Only R&D Information shall be exchanged under this Agreement. Production Information shall not be exchanged under this Agreement.

7.2. Except as provided in paragraph 7.5., a Party (including its Contractor Support Personnel) may use the R&D Information exchanged under this Agreement only for information and evaluation purposes by their defense establishments.

7.3. R&D Information shall not be used by the receiving Party for any purpose other than the purpose for which it was furnished without the specific prior written consent of the furnishing Party. The receiving Party shall not disclose R&D Information exchanged under this Agreement to contractors or any other persons, other than its Contractor Support Personnel, without the specific prior written consent of the furnishing Party.

7.4. The receiving Party shall ensure that Contractor Support Personnel, contractors, or any other persons to whom it discloses R&D Information received under this Agreement, are placed under a legally binding obligation to comply with the provisions of this Agreement and the relevant IEA concerning the use, control, and protection of such information.

7.5. The Parties may determine in a specific IEA that R&D Information exchanged therein may be used for purposes other than for purposes of information and evaluation by their defense establishments. The IEA shall contain specific provisions for such use, which may not extend beyond the defense purposes specified therein.

7.6. No transfer of ownership of R&D Information shall take place under this Agreement. R&D Information shall remain the property of the originating Party or its contractors.

7.7. R&D Information shall be exchanged only when it may be done:

- 7.7.1. without incurring liability to holders of proprietary rights; and

7.7.2. where disclosure is consistent with national disclosure policies and regulations of the furnishing Party.

7.8. All R&D Information subject to proprietary interests shall be identified, marked, and handled in accordance with Article VIII (Controlled Unclassified Information) or Article IX (Security).

7.9. R&D Information that is exchanged under this Agreement shall be disclosed to Third Parties by the receiving Party only in accordance with Article X (Third Party Transfers).

ARTICLE VIII

CONTROLLED UNCLASSIFIED INFORMATION

8.1. Except as otherwise provided in this Agreement or authorized in writing by the originating Party, Controlled Unclassified Information received under this Agreement shall be controlled as follows:

- 8.1.1. such information shall be used only for the purposes authorized for use of R&D Information as specified in Article VII (Disclosure and Use of R&D Information);
- 8.1.2. access to such information shall be limited to personnel whose access is necessary for the permitted use under sub-paragraph 8.1.1., and shall be subject to the provisions of Article X (Third Party Transfers); and
- 8.1.3. each Party shall take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in sub-paragraph 8.1.2., unless the originating Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Controlled Unclassified Information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party.

8.2. To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked to indicate its "in confidence" nature. The Parties shall decide, in advance and in writing, on the markings to be placed on the Controlled Unclassified Information.

ARTICLE IX

SECURITY

9.1. All Classified Information exchanged pursuant to this Agreement shall be stored, handled, transmitted, and safeguarded in accordance with the agreement between the Government of the United States of America and the Government of the Republic of India "Concerning Security Measures for the Protection of Classified Military Information" dated January 17, 2002.

9.2. Classified Information shall be transferred only through official government-to-government channels or through channels approved by the Designated Security Authorities (DSAs) of the Parties in accordance with Article IV (Channels of Communication and Visits). Such information shall bear the level of classification, denote the country of origin, the conditions of release, and the fact that the Classified Information relates to this Agreement, or one of its IEAs.

9.3. Each Party shall take all lawful steps available to it to ensure that Classified Information exchanged pursuant to this Agreement is protected from further disclosure, except as permitted by paragraph 9.6., unless the other Party consents to such disclosure. Accordingly, each Party shall ensure that:

- 9.3.1. the recipient shall not release the Classified Information to any government, national, organization, representative, or other entity of a Third Party without the prior written consent of the originating Party in accordance with the procedures set forth in Article X (Third Party Transfers);
- 9.3.2. the recipient shall not use the Classified Information for other than the purposes provided for in this Agreement; and
- 9.3.3. the recipient shall comply with all distribution and access restrictions on Classified Information that is exchanged under this Agreement.

9.4. The Parties shall investigate all cases in which it is known or where there are grounds for suspecting that Classified Information exchanged pursuant to this Agreement has been lost or disclosed to unauthorized persons. Each Party also shall

promptly and fully inform the other Party of the details of any such occurrences, of the final results of the investigation, and of the corrective action taken to preclude recurrences.

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

9.6. Each Party shall 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 such information.

9.7. Information Exchange under this Agreement will normally take place at the unclassified level. However, information exchanged pursuant to an IEA may, on a case-by-case basis, be classified at a higher level if such exchange is sufficiently justified, processed and approved according to the national disclosure policies and procedures of the Parties. The existence of this Agreement is unclassified and the contents are unclassified.

ARTICLE X

THIRD PARTY TRANSFERS

10.1. In accordance with Article VII (Disclosure and Use of R&D Information), a Party shall not sell, transfer title to, transfer possession of, or otherwise disclose R&D Information to any Third Party without the prior written consent of the Party, which provided such information. The providing Party shall be solely responsible for authorizing any Third Party sales or transfers and, as applicable, specifying the method and conditions for implementing any such sales or transfers.

10.2. Any R&D Information provided by one Party shall be used by the other Party only for the purposes set forth in this Agreement, unless otherwise consented to in writing by the providing Party.

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ARTICLE XI

SETTLEMENT OF DISPUTES

11.1. Any disputes between the Parties 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 any national or international tribunal, or to any other forum for settlement.

## ARTICLE XII

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

12.1. This Agreement may be amended upon the written consent of the Parties.

12.1.1. Appendix 1 of this Agreement may be amended upon the written consent of the Authorities.

12.1.2. The IEAs may be amended upon the written consent of the Annex Authorities. Annex Authorities may change TPO assignments, and TPOs may change the list of Establishments in their IEAs, through an exchange of correspondence.

12.2. This Agreement may be terminated at any time by the written consent of the Parties. The IEAs may be terminated at any time by the written consent of their respective Annex Authorities. In the event the Parties decide to terminate the Agreement, or the Annex Authorities decide to terminate any of the IEAs hereto, they shall consult at the appropriate level prior to the date of its termination to ensure termination on the most equitable terms.

12.3. In the event that a Party finds it necessary to unilaterally terminate its participation in this Agreement, or a Party's Annex Authority finds it necessary to unilaterally terminate its participation in any of the IEAs hereto, such termination shall be subject to the provisions of this Agreement. The terminating Party shall continue participation until the effective date of termination.

12.3.1. A Party may terminate its participation in this Agreement upon 120 days written notification to the other Party.

12.3.2. A Party's Annex Authority may terminate its participation in an IEA upon 60 days written notification to the other Party's Annex Authority.

12.4. The respective rights and obligations of the Parties regarding Article VII (Disclosure and Use of R&D Information), Article VIII (Controlled Unclassified Information), Article IX (Security), Article X (Third Party Transfers), and this Article

XII (Amendment, Termination, Entry into Force, and Duration) shall continue notwithstanding termination or expiration of this Agreement or its IEAs.

12.5. This Agreement, which consists of the Preamble, twelve (12) Articles, and one Appendix, shall enter into force upon signature by the Parties and shall remain in force for fifteen years. The Parties shall consult no later than two years prior to the expiration of this Agreement and decide whether or not to extend its duration. It may then be extended by written consent of the Parties.

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

Signed in duplicate, in the English language.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF  
AMERICA:

FOR THE MINISTRY OF DEFENSE  
OF THE REPUBLIC OF INDIA:



Signature

Donald H. Rumsfeld

Name

Secretary of Defense

Title SEP 9 2003

Date

Washington, D.C.

Location

Signature



Name George Fernandes

Title

Defence Minister

Date

Feb 7 2004

Location

New Delhi

APPENDIX 1

"MODEL" INFORMATION EXCHANGE ANNEX

INFORMATION EXCHANGE ANNEX A/N/AF/D-YR-UP-####  
U.S. DoD - India MOD  
MASTER INFORMATION EXCHANGE AGREEMENT

CONCERNING

(Provide Title)

In accordance with the Master Information Exchange Agreement (MIEA) between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of India, of \_\_\_\_\_, the following Information Exchange Annex (IEA) is hereby established.

1. DESCRIPTION: (Note: Provide a description of the scope.)

a. The scope of this IEA comprises an exchange of R&D Information in the following technology areas:

(1) (Note: Provide a more specific description of the IEA's scope by listing pertinent technology areas where R&D Information is to be exchanged.)

(2) (Note: Specifically identify any proposed exchange of Technology Base computer software within the scope tasks, if envisioned.)

b. Exchanges of R&D Information under this IEA shall be on a reciprocal, balanced basis such that the R&D Information exchanged between the Parties shall be of approximately equivalent value, quantitatively and qualitatively, in accordance with Article II (Objective and Scope) of the MIEA.

c. All R&D Information exchanges under this IEA shall conform with the provisions of the MIEA, including: the prohibitions against exchange of weapon, sensor, or related system computer software; weapon, sensor, or related system computer software documentation; exchange of Production Information; and exchange or provision of defense articles or services contained in Article II (Objective and Scope) of the MIEA.

d. Correspondence and requests for R&D Information shall be handled in accordance with Article IV (Channels of Communication and Visits) and Article IX (Security) of the MIEA.

e. This IEA provides no authority for placing contracts in accordance with Article VI (Contractual Arrangements) of the MIEA.

f. R&D Information shall not be used by the receiving Party for any purpose other than the purpose for which it was furnished without the specific prior written consent of the originating Party in accordance with Article VII (Disclosure and Use of R&D Information) of the MIEA. Unless specifically permitted under the provisions of paragraph 4. below, R&D Information exchanged under this Agreement is to be used by the receiving Party's government employees and Contractor support personnel only for information and evaluation purposes for its national defense.

2. ANNEX AUTHORITIES, TECHNICAL PROJECT OFFICERS, LIAISON OFFICERS, AND ESTABLISHMENTS: (Note: Identify both IEA Annex Authorities, TPOs, Liaison Officers, and all Establishments here. Unique TPO responsibilities beyond the provisions of the MIEA, if applicable, may also be outlined here.)

a. For the U.S.:

- (1) Annex Authority
- (2) Technical Project Officer
- (3) Liaison Officer(s) (where appropriate)

(a) \_\_\_\_\_

- (4) Establishments

(a) \_\_\_\_\_

b. For India:

- (1) Annex Authority
- (2) Technical Project Officer

(3) Liaison Officer(s) (where appropriate)

(a) \_\_\_\_\_

(4) Establishments

(a) \_\_\_\_\_

3. SECURITY AND INFORMATION CONTROL:

a. The highest classification of R&D Information, which may be exchanged under this IEA is \_\_\_\_\_.

b. All R&D Information exchanges under this IEA will conform to the security and information control provisions of the MIEA including Article VII (Disclosure and Use of R&D Information), Article VIII (Controlled Unclassified Information), Article IX (Security), and Article X (Third Party Transfers).

c. Annual R&D Information objectives may be specified, if appropriate. These objectives may be established through exchange of correspondence by the TPOs and will be revised annually by the TPOs to reflect current technology considerations. (Note: The Annex Authorities have the option to require the mutual establishment of Annual Information Exchange Objectives.)

4. SPECIAL DISCLOSURE AND USE OF INFORMATION PROVISIONS:

(Note: Most IEAs will not require the addition of any special provisions in this area. However, if the Annex Authorities desire to establish particular disclosure and use provisions in accordance with Article VII (Disclosure and Use of R&D Information) such text should be inserted here. For example, use of R&D Information may be authorized for use only in designated defense programs of the Parties.)

5. FINANCIAL RESPONSIBILITIES:

Each Party shall be responsible for its own costs in the performance of this IEA in accordance with Article V (Financial Arrangements) of the MIEA.

6. TERMINATION AND DURATION OF THIS IEA ANNEX:

a. This IEA may be terminated at any time by the written consent of both Annex Authorities, who shall consult at the appropriate level prior to the date of termination to ensure termination on the most equitable terms. In the event a Party's Annex Authority finds it necessary to unilaterally terminate its participation in this IEA, it may terminate upon 60 days written

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notification to the other Party's Annex Authority. Termination of this IEA shall be subject to the provisions of Article XII (Amendment, Termination, Entry Into Force, and Duration) of the MIEA.

b. This IEA shall remain in force for a period of five years from the date of the last signature unless amended or extended by mutual written consent. Before the expiration of this IEA, the Annex Authorities shall review the IEA and may, by mutual written consent, extend the IEA for additional periods of up to five years.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF  
AMERICA:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

FOR THE MINISTRY OF DEFENSE  
OF THE REPUBLIC OF INDIA:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location