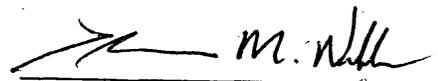


AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE OF HUNGARY
CONCERNING EXCHANGE OF
RESEARCH AND DEVELOPMENT INFORMATION
(Short Title: U.S.-Hungary Master Information Exchange Agreement
(MIEA))

Certified to be a true copy:



THOMAS M. NOBLE
Director, International Agreements
Navy International Programs Office

TABLE OF CONTENTS

PREAMBLE..... 3

ARTICLE I
DEFINITION OF TERMS AND ABBREVIATIONS..... 4

ARTICLE II
OBJECTIVE AND SCOPE..... 6

ARTICLE III
MANAGEMENT..... 8

ARTICLE IV
CHANNELS OF COMMUNICATION AND VISITS..... 11

ARTICLE V
FINANCIAL ARRANGEMENTS..... 12

ARTICLE VI
CONTRACTUAL ARRANGEMENTS..... 13

ARTICLE VII
DISCLOSURE AND USE OF R&D INFORMATION..... 14

ARTICLE VIII
CONTROLLED UNCLASSIFIED INFORMATION..... 16

ARTICLE IX
SECURITY..... 17

ARTICLE X
THIRD PARTY TRANSFERS..... 19

ARTICLE XI
SETTLEMENT OF DISPUTES..... 20

ARTICLE XII
GENERAL PROVISIONS..... 21

ARTICLE XIII
AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION 22

APPENDIX 1
MODEL INFORMATION EXCHANGE ANNEX..... 25

PREAMBLE

The Department of Defense of the United States of America (U.S. DoD) and Ministry of Defense of Hungary (Hungary MoD), hereinafter referred to as the "Parties":

Having a common interest in defense;

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

Noting the successful cooperation under the Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Hungary Concerning Exchange of Scientific and Technical Information, which entered into force on May 16, 1995, and which expired on May 15, 2005;

Recognizing the benefits of exploring opportunities for and promoting future international research, development, testing, and evaluation;

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

Desiring to improve 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

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

Annex Authorities	Government officials listed in this Agreement who are authorized to act on behalf of the Parties in matters pertinent to implementation of this Agreement or Annexes thereto.
Authorities	Government officials listed in this Agreement who are authorized to act on behalf of the Parties in matters pertinent to 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.
Contractor	Any entity awarded a contract by a Party's contracting agency.
Contractor Support Personnel	Persons specifically identified as providing administrative and professional support services to a Party under a support contract.
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.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this Agreement.
Establishments	The Parties' governmental 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. LOs do not include representatives of one Party who are assigned on a temporary basis to work with organizations of the other Party under separate arrangements, except when such representatives have been assigned for the purposes of a specific IEA.

Party A signatory to this Agreement represented by its military and civilian personnel. Contractors and Contractor Support Personnel shall not be representatives of a Party under this Agreement.

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.

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

Technical Project Officers (TPOs) Representatives of the Parties' governmental 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 Information Exchange Annexes (IEAs) to this Agreement. Each IEA shall specify the scope of R&D Information that may be exchanged under that IEA pursuant to this Agreement. Exchanges of R&D Information under each IEA shall be on a reciprocal and 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 be entered into pursuant to this Agreement, the provisions of which are hereby incorporated by reference. Each IEA shall generally conform to the format outline provided in Appendix 1 (Model Information Exchange Annex) to this Agreement. Each IEA shall:

- 2.3.1. Specify the scope of R&D Information exchange;
- 2.3.2. Identify the Annex Authorities, Technical Project Officers (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 that may be exchanged under the IEA; and
- 2.3.5. Establish a termination date for the IEA of not more than five years after the IEA enters into force.

2.4. Either Party may propose IEAs to 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. of this Article 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. 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:

U.S. DoD: Director, International Cooperation, Office of the Under Secretary of Defense (Acquisition, Technology and Logistics)

Hungary MOD: Deputy State Secretary for Defense Economy

3.2. The Authorities shall be responsible for:

- 3.2.1. Reviewing and forwarding to the Parties for approval recommended amendments to this Agreement in accordance with Article XIII (Amendment, Termination, Entry into Force, and Duration) of this Agreement;
- 3.2.2. Amending Appendix 1 (Model Information Exchange Annex) to this Agreement in accordance with Article XIII (Amendment, Termination, Entry into Force, and Duration) of this Agreement; 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:

U.S. DoD:

The Office of the Assistant Secretary of the Army for Acquisition, Logistics, and Technology (through the Deputy Director, Armaments Cooperation, Office of the Deputy Assistant Secretary for Defense Exports and Cooperation) for Department of the Army matters;

The Deputy Assistant Secretary of the Navy (International Programs) for Department of the Navy matters; and

The Deputy Under Secretary of the Air Force (International Affairs) for Department of the Air Force matters.

Hungary MOD: Armament and Quartermaster Office
(Fegyverzeti és Hadbiztosági Hivatal (FHH)).

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 IEAs on behalf of the Parties;
- 3.4.4. Approving the amendment and termination of IEAs in accordance with Article XIII (Amendment, Termination, Entry into Force, and Duration) of this Agreement; and
- 3.4.5. Coordinating requests for Third Party transfers on behalf of the Parties in accordance with Article X (Third Party Transfers) of this Agreement.

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) of this Agreement;
- 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) of this Agreement, 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 through Government-to-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) of this Agreement.

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 Government-to-Government 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 in the host country that are outside the provisions of this Agreement, such requests shall 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 Government-to-Government 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 obligations under this Agreement. If a Party notifies the other Party that it is terminating or reducing the funding needed to fulfill its obligations under a specific IEA to this Agreement, the Parties shall immediately consult with a view toward termination or continuation of the IEA 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. The scope of R&D Information exchanged pursuant to an IEA shall be specifically described therein. Only R&D Information shall be exchanged under this Agreement.

7.2. Except as provided in paragraph 7.5. of this Article, a Party may use, or permit its Contractor Support Personnel to use of its behalf, the R&D Information exchanged under this Agreement solely 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 to this Agreement concerning the use, control, and protection of such R&D Information.

7.5. The Parties may determine in a specific IEA to this Agreement 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 use of R&D Information, 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 furnishing 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. When disclosure is consistent with the disclosure laws, 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) of this Agreement.

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) of this Agreement.

7.10. All transfers of R&D Information shall be consistent with the furnishing Party's applicable export control laws and regulations. The furnishing Party shall ensure that the applicable export-control markings are placed on its R&D Information before transferring it to the receiving Party.

ARTICLE VIII

CONTROLLED UNCLASSIFIED INFORMATION

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

- 8.1.1. Such Controlled Unclassified 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) of this Agreement;
- 8.1.2. Access to such Controlled Unclassified Information shall be limited to personnel whose access is necessary for the permitted use under subparagraph 8.1.1. of this Article, and shall be subject to the provisions of Article X (Third Party Transfers) of this Agreement; and
- 8.1.3. Each Party shall take all lawful steps, which may include national classification, available to it to keep such Controlled Unclassified Information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 8.1.2. of this Article, unless the furnishing 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 furnishing Party.

8.2. To assist in providing the appropriate controls, the furnishing 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 Hungary Concerning Security Measures for the Protection of Classified Military Information, which entered into force on May 16, 1995.

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. Such Classified 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.

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

9.3.1. Shall not release the Classified Information to any government, national, organization, or other entity of a Third Party without the prior written consent of the furnishing Party in accordance with the procedures set forth in Article X (Third Party Transfers) of this Agreement;

9.3.2. Shall not use the Classified Information other than for the purposes provided for in this Agreement; and

9.3.3. Shall comply with any distribution and access restrictions on Classified Information that is provided under this Agreement.

9.4. The Parties shall investigate all cases in which it is known or when there are grounds for suspecting that Classified Information provided 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 occurrence, of the final results of the investigation and of the corrective action taken to preclude recurrence.

9.5. For any facility wherein Classified Information is to be used, the responsible Party shall approve the appointment of a person or persons to exercise effectively the obligations 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 the Classified Information in order to participate in the Project.

9.7. Classified Information provided under an IEA to this Agreement may be classified as high as U.S. CONFIDENTIAL and Hungarian BIZALMAS. The existence of this Agreement is unclassified and the contents are unclassified.

ARTICLE X

THIRD PARTY TRANSFERS

10.1. 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 that provided such R&D 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.

ARTICLE XI

SETTLEMENT OF DISPUTES

11.1. 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 any national court, international tribunal, or any other person or entity for settlement.

ARTICLE XII

GENERAL PROVISIONS

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

ARTICLE XIII

AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

13.1. Except as provided in subparagraph 13.1.1. of this Article, this Agreement may be amended upon the written consent of the Parties.

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

13.1.2. The IEAs to this Agreement may be amended upon the written consent of the Annex Authorities, except that the Annex Authorities may change TPO assignments, and TPOs may change the list of Establishments in their IEAs, through an exchange of correspondence.

13.2. This Agreement may be terminated at any time by the written consent of the Parties. IEAs to this Agreement 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 to this Agreement, they shall consult at the appropriate level prior to the date of its termination to ensure termination on the most equitable terms.

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

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

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

13.4. The termination or expiration of this Agreement shall result automatically in the termination of all the IEAs under this Agreement.

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

13.6. This Agreement, which consists of thirteen (13) Articles and one Appendix, shall enter into force upon signature by the Parties and shall remain in force for fifteen (15) years. The Parties shall consult no later than six (6) years prior to the expiration of this Agreement and decide whether 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 MINISTRY OF DEFENSE OF HUNGARY

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

F. D. Kenlon
Signature

F. Kenlon
Name

Acting Director,
International Cooperation
Title

8/9/12
Date

Washington, DC
Location

FOR THE MINISTRY OF DEFENSE OF HUNGARY:

Gyula Keszthelyi
Signature

Gyula Keszthelyi PH.D
Name

Director-General of the
Ministry of Defence Armament
and Quartermaster Office
Title

9/6/12
Date

Budapest
Location



APPENDIX 1

MODEL INFORMATION EXCHANGE ANNEX

INFORMATION EXCHANGE ANNEX A/N/AF/D-YR-UP-####
TO THE AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE OF HUNGARY
CONCERNING
EXCHANGE OF
RESEARCH AND DEVELOPMENT INFORMATION
CONCERNING
(Provide Title)

In accordance with the Agreement Between the Department of Defense of the United States of America (U.S. DoD) and the Ministry of Defense of Hungary (Hungary MOD) Concerning Exchange of Research and Development (R&D) Information, which entered into force on [Month, Day, Year] (Agreement) the following Information Exchange Annex (IEA) is hereby established.

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

a. The scope of the 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 that falls within the definition of R&D Information and that is within the technology areas listed in 1.a.)

b. Exchanges of R&D Information under this IEA shall be on a reciprocal and 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 Agreement.

c. All R&D Information exchanges under this IEA shall conform with the provisions of the Agreement, 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 Agreement.

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 Agreement.

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

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 furnishing Party in accordance with Article VII (Disclosure and Use of R&D Information) of the Agreement. Unless specifically permitted under the provisions of paragraph 4. of this IEA, R&D Information exchanged under this Agreement is to be used by the receiving Party and its Contractor Support Personnel solely for information and evaluation purposes for its national defense.

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

a. For the U.S. DoD:

- (1) Annex Authority
- (2) Technical Project Officer
- (3) Liaison Officer(s) (where appropriate)
 - (a) _____
- (4) Establishments
 - (a) _____

b. For the Hungary MOD:

- (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 that may be exchanged under this IEA is _____.

(Note: The classification of R&D Information that may be exchanged under this IEA may not exceed the level identified in the Agreement.)

b. All R&D Information exchanges under this IEA shall conform with the security and information control provisions of the Agreement 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, if established, shall 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) of the Agreement, 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 making, managing, and administering the R&D Information exchanges under

this IEA in accordance with Article V (Financial Arrangements) of the Agreement.

6. TERMINATION AND DURATION OF THIS IEA:

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 terminate its participation in this IEA unilaterally, it may terminate upon 60 days written notification to the other Party's Annex Authority. Termination of this IEA shall be subject to the provisions of Article XIII (Amendment, Termination, Entry into Force, and Duration) of the Agreement.

b. The termination or expiration of the Agreement shall result automatically in the termination of this IEA.

c. This IEA shall remain in force for a period of ____* 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.

* *(Period not to exceed five years)*

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

Signature

Name

Title

Date

Location

FOR THE MINISTRY OF DEFENSE
OF HUNGARY:

Signature

Name

Title

Date

Location



DEPARTMENT OF THE NAVY
OFFICE OF THE JUDGE ADVOCATE GENERAL
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE SUITE 3000
WASHINGTON DC 20374-5066

IN REPLY REFER TO

5800
Ser 10B/374
September 18, 2012

Mr. Paul Dean
Office of the Legal Adviser
Treaty Affairs
Room 5420
Department of State
Washington, DC 20520

Dear Mr. Dean:

Enclosed, for purposes of Case Act notification, please find a Background Statement, and one certified true copy of the agreement between the Department of Defense of the United States of America and the Ministry of Defense of Hungary concerning Exchange of Research and Development Information (Short Title: U.S.-Hungary Master Information Exchange Agreement). This agreement entered into effect on September 6, 2012.

The point of contact for this matter is Adela Hall at adela.hall@navy.mil or 703 614-2592.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Andrew Smith".

S. Andrew Smith
CDR, JAGC, U.S. Navy
Head, International Programs Department

BACKGROUND STATEMENT

- I. **Type of Agreement:** Bilateral
- II. **Country party to the Agreement:** Hungary.
- III. **U.S. and foreign Organizations responsible for carrying out the Agreement:** U.S. Department of Defense and the Ministry of Defense of Hungary.
- IV. **Full title of the Agreement:** Agreement between the Department of Defense of the United States of America and the Ministry of Defense of Hungary concerning Exchange of Research and Development Information (Short Title: U.S. – Hungary Master Information Exchange Agreement (MIEA)).
- V. **Subject matter of the Agreement:** The MIEA replaces the expired Master Data Exchange Agreement (MDEA) between the Ministry of Defense of the Republic of Hungary (HU MOD) and the Department of Defense of the United States of America (U.S. DoD) concerning the balanced exchanges of basic scientific and technical information of mutual interest to the Parties, dated May 16, 1995. Individual Information Exchange Agreements (IEAs) will be established under this MIEA, and each IEA will specify the scope of Research and Development (R&D) information to be exchanged. All exchanges of R&D information under this MIEA will be on a reciprocal and balanced basis such that the exchanged information will be of approximately equivalent value, both quantitatively and qualitatively, within each IEA.
- VI. **Legal authority for the Agreement:** Section 10 U.S.C. 2358.
- VII. **Date entered into effect:** September 6, 2012.
- VIII. **Date of termination:** September 6, 2027.
- IX. **Names and Titles of signing officials:**

For: U.S.	Name:	Mr. Frank D. Kenlon
	Title:	Acting Director, International Cooperation
	Organization:	Office of the Under Secretary of Defense for Acquisition, Technology, and Logistics
	Location:	Washington, D.C.
For: Hungary	Name:	Dr. Gyula Keszthelyi, PhD
	Title:	Director-General of the Ministry of Defence Armament and Quartermaster Office
	Organization:	Ministry of Defense
	Location:	Budapest, Hungary
- X. **Other Agreement that this Agreement is based upon:** Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Hungary Concerning Exchange of Scientific and Technical Information, which entered into force on May 16, 1995, and which expired on May 15, 2005.

XI. Date of signature of the Agreement:

For the United States
For Australia

August 9, 2012
September 6, 2012