DEFENSE

Research and Development

Agreement Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Signed at Washington, Warsaw, Bagneux, Rome,
Stockholm, Madrid, and Helsinki August 17, 20, and 23;
September 8, 15, and 16; and October 1, 2010

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

MULTILATERAL

Defense: Research and Development

Agreement signed at Washington, Warsaw, Bagneux, Rome, Stockholm, Madrid, and Helsinki August 17, 20, and 23; September 8, 15, and 16; and October 1, 2010;
Entered into force October 1, 2010.

AGREEMENT

AMONG

THE MINISTRY OF DEFENCE OF FINLAND ACTING ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF FINLAND

THE MINISTER OF DEFENSE OF THE FRENCH REPUBLIC

THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC

THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF POLAND

THE MINISTRY OF DEFENSE OF THE KINGDOM OF SPAIN

FÖRSVARETS MATERIELVERK OF THE KINGDOM OF SWEDEN

AND

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

CONCERNING

EXCHANGE OF SECURED SOFTWARE-DEFINED RADIO (SSDR)

RESEARCH AND DEVELOPMENT INFORMATION

(Short Title: SSDR Multilateral Information Exchange Agreement)

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PREAMBLE

The Ministry of Defence of Finland acting on behalf of the Government of the Republic of Finland, the Minister of Defense of the French Republic, the Ministry of Defence of the Italian Republic, the Minister of National Defence of the Republic of Poland, the Ministry of Defense of the Kingdom of Spain, Försvarets Materielverk of the Kingdom of Sweden, and the Department of Defense of the United States of America, hereinafter referred to as the "Parties":

Having a common interest in defense;

Recognizing the benefits of exploring opportunities for and promoting future international research, development, test, and evaluation in the area of Secured Software-Defined Radio (SSDR);

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

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, and recognizing the benefits of cooperation in the mutual exchange of SSDR 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:

Authorities	Government officials listed in this Agreement that 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, managerial, scientific, or technical 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.
Establishments	Governmental organizations identified in writing by Authorities that provide, or have an interest in, R&D Information to be exchanged.
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, 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.
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.
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.
Secured Software-Defined Radio Research and Development Information (SSDR R&D Information)	Any Information pertaining to research and development of SSDR.

ARTICLE II

OBJECTIVE AND SCOPE

2.1. The objective of this Agreement is to conduct reciprocal, balanced exchanges of Secured Software-Defined Radio Research and Development Information (SSDR R&D Information) at the unclassified level within the following areas:

2.1.1 SSDR portability and standardization – to enable cooperation on improvements to the software communications architecture (SCA), application program interfaces (APIs), and SSDR standards; to cooperate on SSDR standards that lead to certification of SSDRs; to ease cross-border porting of waveforms; and to share lessons learned.

2.1.2 SSDR certification authority – to achieve a shared, common understanding of SSDR certification requirements and methodology (for example, security, interoperability, and SCA compliance) and to explore a methodology to share and improve certification testing tools.

2.1.3 Secured interoperability – to explore ways to improve tactical interoperability and coalition concepts of operation, spectrum management and network interconnection; and to explore and share methods of assuring interoperability for new waveforms.

2.1.4 SSDR information assurance (IA) security compliance – to encourage Parties security agencies to participate in discussions regarding identification of common requirements to address SSDR security challenges, security certification criteria, and identification of acceptable IA solutions.

2.2. The Parties may exchange SSDR R&D Information under this Agreement. No Information exchange annexes are authorized under this Agreement. Exchanges of SSDR R&D Information shall be on a reciprocal and balanced basis such that the SSDR R&D Information exchanged between the Parties shall be of approximately equivalent value, quantitatively and qualitatively.

2.3. This Agreement permits the exchange of SSDR R&D-related specifications, computer software, and certification tools and information subject to paragraph 2.2. of this Article. This Agreement does not permit the exchange of weapon, sensor, or related system computer software, or weapon, sensor, or related system computer software documentation.

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

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

2.6. The activities of the Parties under this Agreement shall be carried out consistent with their respective national laws and the obligations of the Parties, and shall be subject to the availability of appropriated funds for such purposes.

ARTICLE III

MANAGEMENT

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

For the Finnish Party:
Defence Command Finland
C4 Division

For the French Party:
Direction Générale de l'Armement (DGA)
Director, C4ISR capability
Force Systems Architecture Department

For the Italian Party:
Italian National Armaments Directorate
4th Department Armament Programs

For the Polish Party:
Undersecretary of State for Armaments and Modernization
National Armaments Director (NAD)

For the Spanish Party:
Director General de Armamento y Material
(National Armaments Director, NAD)
Deputy NAD for Research and Technology

For the Swedish Party:
Försvarets materielverk (FMV):
Head of Radio Office
Command, Control and Communications Systems
Procurement Command

For the U.S. Party:
Director, International Programs
Joint Program Executive Office (Joint Tactical Radio System)

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 XII (Amendment, Termination, Withdrawal, Entry into Force, and Duration) of this Agreement;

3.2.2. Coordinating requests for Third Party transfers on behalf of the Parties in accordance with Article X (Third Party Transfers) of this Agreement;

3.2.3. Exercising day-to-day management of efforts under this Agreement;

3.2.4. Resolving Agreement issues and problems brought forth by Establishments;

3.2.5. Referring issues to the Parties that cannot be mutually resolved by the Authorities;

3.2.6. Developing and maintaining a list of Establishments for this Agreement;

3.2.7. Establishing and maintaining annual SSDR R&D Information exchange objectives;

3.2.8. Maintaining oversight of the security aspects of this Agreement in accordance with Article VIII (Controlled Unclassified Information) and Article IX (Security) of this Agreement; and

3.2.9. Acting as the national focal point for exchange of SSDR R&D Information under this Agreement, and maintaining lists of SSDR R&D Information exchanged.

3.3. Establishments identified on the list maintained by the Authorities may, subject to their respective Authorities' authorization and the provisions of Article IV (Channels of Communication and Visits) of this Agreement, exchange SSDR R&D Information and sponsor visits under the Agreement.

ARTICLE IV

CHANNELS OF COMMUNICATION AND VISITS

4.1. Only Authorities and Establishments are authorized to exchange SSDR R&D Information. SSDR R&D Information exchanged between the Parties shall be forwarded by Authorities to their counterparts through official channels for appropriate dissemination.

4.2. Each Party shall permit visits to its Authorities and Establishments by personnel from listed Establishments or Authorities of the other Parties, provided that the visits are authorized by the 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 SSDR 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 visits by personnel of one Party to Establishments of the other Parties 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 this Agreement 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, Authorities or Establishments of the other Parties 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 SSDR R&D Information exchanges under this Agreement. No funds shall be transferred between the Parties. A Party shall promptly notify the other Parties if available funds are not adequate to fulfill its obligations under this Agreement. If a Party notifies the other Parties that it is terminating or reducing its funding for the SSDR R&D efforts covered by this Agreement, the Parties shall immediately consult with a view toward termination or continuation of the Agreement on a changed or reduced basis.

ARTICLE VI

CONTRACTUAL ARRANGEMENTS

6.1. This Agreement provides no authority for placing contracts on any other Party's behalf in connection with any SSDR 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 SSDR R&D INFORMATION

7.1. Only SSDR R&D Information shall be exchanged under this Agreement.

7.2. Except as provided in paragraph 7.3. of this Article, a Party may use, or permit its Contractor Support Personnel to use on its behalf, the SSDR R&D Information exchanged under this Agreement solely for information and evaluation purposes by their Establishments.

7.3. SSDR 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 SSDR 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 its Contractor Support Personnel, Contractors, or any other persons to whom it discloses SSDR R&D Information received under this Agreement, are placed under a legally binding obligation to comply with the provisions of this Agreement and concerning the use, control, and protection of such SSDR R&D Information.

7.5. No transfer of ownership of SSDR R&D Information shall take place under this Agreement. SSDR R&D Information shall remain the property of the furnishing Party, Contractor Support Personnel, or its Contractors.

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

7.6.1. Without incurring liability to holders of proprietary rights; and

7.6.2. When disclosure is consistent with the disclosure laws, policies, and regulations of the furnishing Party.

7.7. All SSDR 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.

7.8. SSDR 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.

7.9. All transfers of SSDR 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 SSDR 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 SSDR 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 and available 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 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 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. It is the intent of the Parties that the exchanges carried out under this Agreement shall be conducted at the unclassified level. No Classified Information shall be provided or generated under this Agreement.

ARTICLE X

THIRD PARTY TRANSFERS

10.1. A Party shall not sell, transfer title to, transfer possession of, or otherwise disclose SSDR R&D Information to any Third Party without the prior written consent of the Party that furnished such SSDR 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 a national court, an international tribunal, or to any other person or entity for settlement.

ARTICLE XII

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

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

12.2. This Agreement may be terminated at any time by the written consent of the Parties. In the event the Parties decide to terminate the Agreement, 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 withdraw from this Agreement, such withdrawal shall be subject to the provisions of this Agreement. The withdrawing Party shall continue participation until the effective date of withdrawal.

12.4. A Party may terminate its participation in this Agreement upon 120 days written notification to the other Parties. Such notification shall be the subject of immediate consultation by the other Parties to decide upon the appropriate course of action.

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

12.6. This Agreement, which consists of twelve (12) Articles, shall enter into force upon the date of the last signature by the Parties except that the Ministry of Defence of Finland acting on behalf of the Government of the Republic of Finland shall not be a Party to this Agreement until the date it notifies the other Parties that the Parliament of the Republic of Finland has approved the Agreement. This Agreement 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 in the English and French languages, both texts being equally authentic.

NOTE: Only English language will be printed in this publication.

FOR THE MINISTRY OF DEFENCE OF FINLAND ACTING ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF FINLAND

Signature

Eero Lavonen
Name

Director-General
Title

1 OCTOBER 2010
Date

Helsinki
Location

NOTE: It appears that page number 19 is omitted and page number 20 is duplicated.

FOR THE MINISTER OF DEFENSE OF THE FRENCH REPUBLIC

Signature

Name
L'ingénieur général de l'armement Patrick Auroy
Directeur général adjoint

Title

23 AOUT 2010

Date

Bagneux

Location

FOR THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC

Signature	
Name	DEFENCE SECRETARY GENERAL AND NATIONAL ARMAMENTS DIRECTOR (Lieutenant General Biagio Abrate)
Title	
Date	ROMA
Location	

FOR THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF POLAND

Signature

Marcin IDZIK

Name

UNDERSECRETARY OF STATE FOR
ARMAMENTS AND
MODERNISATION

Title

20.03.2010

Date

MINISTRY OF NATIONAL
DEFENCE
REPUBLIC OF POLAND
Warsaw

Location

FOR THE MINISTRY OF DEFENSE OF THE KINGDOM OF SPAIN

Signature

J.M. GARCIA SIEIRO

Name

NATIONAL ARMAMENTS DIRECTOR

Title

16-SEP-2010

Date

MADRID

Location

FOR FÖRSVARETS MATERIELVERK OF THE KINGDOM OF SWEDEN

Signature

Gunnar Holmgren
Name

Director General
Title

2010-09-15
Date

Stockholm
Location

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

Signature

Alfred G. Volkman
Name

Director, International Cooperation
Title

AUG 1 7 2010
Date

Washington, DC
Location