

DEFENSE

Research and Development

**Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS**

Signed at Washington April 6 and 10
and June 1, 2000

and

Agreement Amending the Memorandum of
Understanding

Signed at Canberra, London, Ottawa, and
Washington August 24 and 25 and
September 8, 2006



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

*Memorandum of understanding signed at
Washington April 6 and 10 and June 1, 2000;
Entered into force June 1, 2000.*

With appendices.

*And agreement amending the memorandum of
understanding.*

*Signed at Canberra, London, Ottawa, and
Washington August 24 and 25 and
September 8, 2006;*

Entered into force September 8, 2006.

MEMORANDUM OF UNDERSTANDING
AMONG
THE DEPARTMENT OF NATIONAL DEFENCE
OF CANADA
THE
SECRETARY OF STATE FOR DEFENCE
OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND
THE SECRETARY OF DEFENSE ON BEHALF OF THE
DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA CONCERNING THE
RESEARCH, DEVELOPMENT AND ACQUISITION OF CHEMICAL, BIOLOGICAL
AND RADIOLOGICAL DEFENSE MATERIEL
(SHORT TITLE: CBR MOU)

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INTRODUCTION

The Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of Department of Defense of the United States of America hereinafter referred to as the "Participants":

Having a common interest in the defense against weapons of mass destruction;

Recognizing the benefits to be obtained from standardization, rationalization, and interoperability of chemical, biological and radiological (CBR) defense materiel;

Recognizing the long standing success of the previous Memorandum of Understanding on the Research, Development, Production and Procurement of Chemical and Biological Defense Materiel (CBD MOU), signed in 1980, and extended in 1984, 1989, and 1994; but now wishing to replace that MOU;

Desiring to improve their mutual CBR defense capabilities through greater cooperation in research, development and acquisition of chemical, biological, and radiological defense materiel;

Having a mutual need for the development of improved chemical, biological and radiological defense materiel;

Have reached the following understandings:

This MOU replaces the CBD MOU which is hereby terminated. All activities and other administrative actions under the CBD MOU will continue under the provisions of this MOU.

SECTION I

DEFINITIONS

The Participants have decided upon the following definitions for terms used in this MOU:

Background Information	Information generated outside the scope of a present CBR Activity.
CBR Activity	Any activity in support of the Scope of Work (Section III) under this MOU.
CBR Project	Specific collaborative activity to research, develop, test or acquire CBR defense materiel described in a CBR Project Arrangement to this MOU.
CBR Project Arrangement (CBR PA)	An implementing arrangement, added after this MOU has entered into effect, which specifically details the arrangement for collaboration on a specific CBR Project between two or more Participants.
Classified Information or Materiel	Official Information or materiel that requires protection in the interests of national security and is so designated by the application of a security classification marking.
Contract	Any mutually binding legal relationship which obligates a Contractor to furnish supplies or services, and obligates one or more Participant(s) to pay for them pursuant to this MOU.
Contracting	The obtaining of supplies or services by Contract from sources outside the government organizations of the Participants. Contracting includes description of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting Agency	The entity within the government organization of a Participant which has authority to enter into, administer or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Participant who has the authority to enter into, administer or terminate Contracts.

Contractor	Any entity awarded a Contract by a Participant's Contracting Agency.
Contractor Foreground Information	Foreground Information generated, owned and delivered by a Contractor.
Contractor Background Information	Background Information generated, owned and delivered by a Contractor.
Contractor Support Personnel	Persons who supply administrative, managerial, scientific or technical support services to a Participant under a Contract with that Participant.
Contributing Participant	A Participant that contributes resources to a specific CBR Activity.
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 MOU, the Information will be marked to identify its "in confidence" nature. It could include information which has been declassified, but remains controlled.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of any Participant, or any lawful manufacture or other use by or for the governments of the Participants, in the interests, promotion or enforcement of their national security and civil defense.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this MOU.
EMD Computer Software Documentation	Information arising from or required in a CBR Activity, including computer source code listings and printouts, in human-readable form, which: documents the design or details of Engineering Manufacturing Development/Production Computer Software; explains the capabilities of the software; or provides operating instructions for using the software to obtain the desired results from a computer.
Equipment and Material	Any material, equipment, end item, subsystem, component, or test equipment jointly acquired or provided for use in a CBR Activity.
Financial Costs	Any CBR Activity costs that, due to their nature, will be paid using monetary contributions from the Participants.

Government Foreground Information	Foreground Information generated by the military or civilian employees of the government of a Contributing Participant, and/or that generated by a Contractor but owned by a Contributing Participant.
Foreground Information	Information generated in the performance of a CBR Activity.
Information	Any information 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 copyright, Patent, or other legal protection.
Invention	Any invention or discovery formulated or made (conceived or first actually reduced to practice) in the course of work performed under a CBR Activity. 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.
Jointly Generated Foreground Information	Information jointly generated by the Contributing Participants in the performance of a CBR Activity.
Patent	Legal protection of the right to exclude others from making, using, or selling 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.
Technology Base Computer Software	Information, including computer programs, computer data bases, and computer software documentation on machine readable media or in human readable form developed or used in the course of Technology Base CBR Activity efforts.
Third Party	A government other than the governments of the Participants and any person or other entity whose government is not the government of a Participant.

SECTION II

OBJECTIVES

2.1 This MOU provides the means for the Participants to define and establish the general principles which will apply to the initiation, conduct, and management of information exchange, harmonization and alignment efforts, and CBR Projects entered into by the Participants in accordance with this MOU.

2.2 Further, this MOU provides the means for the Participants to acquaint each other with any CBR issues in order to avoid unnecessary duplication of national CBR defense programs and to promote a concerted action to identify and close important gaps in their CBR defense capabilities.

2.3 This MOU may be used, at the discretion of the Participants, as a mechanism for the acquisition of Equipment and Material. Where it is determined to use this MOU, such acquisition of Equipment and Material will be documented in a specific CBR Project Arrangement.

SECTION III SCOPE OF WORK

3.1 The scope of this MOU encompasses the responsibilities of the Participants with respect to activities related to the cooperative research, development, testing, acquisition, destruction and disposal of CBR defense materiel, whose maturation may lead to enhancements of the national CBR defense posture. Accordingly, the scope of activities under this MOU may encompass the entire life cycle of CBR defense research, development and acquisition issues and may include the assignment of cooperative project personnel (CPP) in support of these activities.

3.2 This MOU does not preclude the Participants from entering into any other bilateral or multilateral arrangements in the area of CBR defense.

3.3 This MOU will focus on all aspects of CBR defense materiel to include smoke and obscurants and associated technologies (including but not limited to smoke and obscurants) impacting such materiel. Because policy, doctrine and operational requirements play a vital role in CBR issues, cooperation under this MOU will also include these areas.

3.4 Participation in all CBR Activities will be open to all Participants. If any one Participant does not wish to participate, this does not preclude the other Participants from entering into the CBR Activity.

3.5 Transfers of Equipment and Material among the Participants in pursuit of CBR Activities will be conducted in accordance with Section VIII (Equipment and Material Transfers and Disposal), and will be documented using the Equipment and Material Transfer Form at Appendix A, CBR Equipment and Material Transfer Form.

3.6 Computer software or documentation associated with weapon-systems or sensor-systems may be transferred under this MOU in accordance with national procedures, subject to the following limitations:

3.6.1 Such transfers must be necessary or useful to the conduct of the CBR Activity as determined by the providing Participant.

3.6.2 Such transfers may occur only where national authority for such release has been obtained by the providing Participant. Such release may be subject to restrictions on use placed by the providing Participant.

3.7 This MOU is intended to further the aim of achieving greater cooperation in all areas of CBR defense in order to make the most rational use of the Participants' industrial, economic and technological resources to achieve the greatest attainable military capability at the lowest cost. Collaboration pursuant to this MOU will be carried out as follows:

Information Exchange

3.7.1 Information Exchange: Information exchange will take place on an equitable, balanced and reciprocal basis in all areas of CBR defense. This includes all aspects of materiel research and development, medical countermeasures research and development, policy, doctrine and operational requirements related to materiel development. This MOU permits the exchange of Technology Base Computer Software and EMD Computer Software Documentation as Information. This MOU authorizes the exchange of information for any purpose under the scope of this MOU, including harmonizing the Participants' respective CBR requirements and for formulating, developing and negotiating the arrangements for any CBR Activity.

International Task Forces (ITFs)

3.7.2 International Task Forces (ITFs): Where knowledge gaps are identified or questions arise regarding specific areas of CBR defense, ITFs may be formed. The ITFs will be limited in scope to a single, well defined problem, and will endeavor to assess that problem based on information provided by all Participants in such a way as to arrive at a jointly determined position, within a set time limit. All ITFs will have written terms of reference.

Working Groups

3.7.3 Working Groups (WGs): Where the nature of the cooperation cannot be limited in scope to a single, well-defined problem, or where the nature of the cooperation is long term, a WG may be established. All WGs will have their own written terms of reference.

CBR Projects

3.7.4 CBR Project Arrangements (PA)s: Each CBR PA will include specific provisions, consistent with this MOU, concerning the objectives, scope of work, sharing of work, management structure, financial arrangements (if required), contractual arrangements (if required), equipment and materiel transfers and disposal (if required), disclosure and use of information and security classification for the applicable CBR PA. CBR PAs will conform to the format at Appendix B. In the event of a conflict between the provisions of this MOU and any CBR PA or other special provisions (if required), the MOU will take precedence.

SECTION IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

4.1 This MOU will be directed and administered on behalf of the Participants by an organization consisting of a Steering Committee (SC) and Program Officers (POs) assisted by Requirements Officers (ROs).

Steering Committee

4.2 The SC will consist of a representative appointed by each of the Participants. The SC will meet at the request of any representative or at the request of the POs. Each meeting of the SC will be chaired by the representative of the Participant hosting the meeting. Decisions of the SC will be made unanimously. In the event that the SC is unable to reach a timely decision on an issue, each SC representative will refer the issue to its higher authority for resolution. In the meantime, other MOU activities will continue to be implemented without interruption.

4.3 The SC will consist of the following (or in the case of reorganization, their successors):

Canada: Assistant Deputy Minister (Science and Technology)
(ADM(S&T))

United Kingdom: Deputy Undersecretary (Science and Technology)

United States: Deputy Under Secretary of Defense (Science and Technology),
as represented by the Deputy to the Assistant Secretary of
Defense (Chemical and Biological Matters)

4.4 The SC will be responsible for:

4.4.1 Exercising executive-level oversight of the MOU.

4.4.2 Reviewing progress of all collaborative CBR Activities.

4.4.3 Resolving issues brought forth by the POs.

4.4.4 Reviewing and forwarding to the Participants for approval recommended amendments to this MOU in accordance with Section XVIII (Amendment, Termination, Withdrawal, Entry Into Effect and Duration).

4.4.5 Providing recommendations to the Participants for the addition of new Participants in accordance with Section XV (Participation of Additional Nations).

4.4.6 Reviewing the semi-annual status report submitted by the POs.

4.5 In addition, SC members, in their capacity of Contributing Participants, will be responsible for authorizing, in accordance with national procedures, new CBR PAs and, as appropriate, the amendment of, termination of, or withdrawal from existing CBR PAs in accordance with Section XVIII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration).

4.6 Each SC member will appoint a PO and a RO.

Program Officers

4.7 The POs for each Participant will meet on a semi-annual basis. Each meeting of the POs will be chaired by the representative of the Participant hosting the meeting. Decisions of the POs will be made unanimously. When a CBR Activity does not involve all Participants, decisions will be taken by the POs of the Contributing Participants only. In the event that the POs for that CBR Activity are unable to reach a timely decision on an issue, each PO will refer the issue to its SC member for resolution. In the meantime, all other CBR Activities will continue to be implemented without interruption while the issue is being resolved.

4.8 The following organizations, or their successors, will provide the POs representing all national CBR interests and will provide fully coordinated national positions:

Canada: Defence Research Establishment Suffield

United Kingdom: United Kingdom Ministry of Defence

United States: Department of Defense

4.9 The POs will be responsible for:

4.9.1 Reviewing all CBR Activities including financial matters carried out pursuant to this MOU.

4.9.2 Authorizing and establishing ITFs and WGs. The POs will jointly develop written terms of reference for each.

4.9.3 Developing and recommending CBR PAs to be executed under this MOU to the SC for approval.

4.9.4 Referring requests concerning Third Party Sales and Transfers and Alternative Uses to appropriate national authorities.

4.9.5 Referring issues to the SC that cannot be resolved by the POs.

4.9.6 Developing and recommending amendments to this MOU and its Appendices to the SC.

4.9.7 Forwarding recommendations to the SC for the addition of new Participants in accordance with Section XV (Participation of Additional Nations).

4.9.8 Providing a semi-annual status report to the SC.

4.9.9 Appointing Technical Officers (TOs) for each PA.

Requirements Officers

4.10 The ROs will meet semi-annually in conjunction with the POs, and will meet additionally on an as needed basis in order to carry out their responsibilities.

4.11 The following organizations or their successors will provide the national ROs, representing all national CBR requirements and doctrinal interests as they pertain to CBR materiel, and providing fully coordinated national positions:

Canada: Director Nuclear Biological Chemical Defence (DNBCD)

United Kingdom: Director Operational Requirements (Land) (DOR(Land))

United States: Department of Defense

4.12 The ROs will be responsible for:

4.12.1 Implementing all provisions of this MOU as they pertain to requirements for CBR materiel and CBR medical materiel.

4.12.2 Assisting the POs in all CBR issues relating to operational requirements, doctrine, and medical requirements.

4.12.3 Identifying and harmonizing national CBR requirements (to include medical requirements) and where appropriate develop multi-national requirements.

4.12.4 Identifying and addressing gaps in requirements and doctrine.

4.12.5 Identifying and executing a total cooperative requirements development program on CBR defense that takes into account all national requirements, and attempts to avoid unnecessary duplication.

4.12.6 Providing to the POs on a semi-annual basis results of discussions on CBR requirements and doctrine.

4.12.7 Referring issues to the POs that cannot be resolved by the ROs.

4.12.8 Seeking the support of medical experts in order to meet their responsibilities relating to medical requirements.

CBR Projects

4.13 Every CBR PA will have a TO representing the Contributing Participants in that PA.

4.14 The TOs of each Contributing Participant will have primary responsibility for effective implementation, efficient management and direction of their assigned PA including technical, cost, and scheduling performance against PA requirements. TOs for each CBR PA will report to the POs on the progress of their assigned PAs.

Cooperative Project Personnel (CPP)

4.15 For any CBR Activity arising under this MOU, the POs, in accordance with national procedures of the relevant Contributing Participants, may mutually determine to assign CPP to work on any CBR Activity. Office space and administrative support, in accordance with the host's normal practices, will be provided for Participants' representatives. Provisions for the personnel provided are described in Section V (Cooperative Project Personnel).

Equipment and Material Transfer

4.16 Each SC's national representative will identify, at the earliest opportunity, the appropriate authority to sign and approve, pursuant to national procedures, any Equipment and Material Transfer documents substantially in the format of Appendix A, CBR Equipment and Material Transfer Form.

SECTION V

COOPERATIVE PROJECT PERSONNEL

5.1 The assignment of CPP in support of CBR Activities is restricted to military and civilian employees of the Participants. Assignments may include, but are not limited to, employees who perform professional, administrative, contracting, logistics, financial, planning or other work in support of a CBR Activity. Assignment of personnel authorized in accordance with Section IV (Management (Organization and Responsibility)) of this MOU is subject to the provisions of this Section.

5.2 The NATO Status of Forces Agreement pertaining to rights and privileges of military and civilian personnel while in the country of the receiving Participant will apply to CBR Activity personnel and their dependents.

5.3 CPP will not act in a liaison capacity. CPP will perform work and duties as mutually determined by each Participant's responsible national authority managing the particular CBR Activity.

5.4 The receiving Participant will be responsible for the following:

5.4.1 Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the receiving Participant.

5.4.2 Costs incurred as a result of a change in location of work ordered by the receiving Participant during the period of assignment.

5.5 The sending Participant's responsibility will include all other costs and expenses of assigned CPP including:

5.5.1 All pay and allowances.

5.5.2 Travel to and from the country of the receiving Participant, except for travel pursuant to paragraph 5.4.1.

5.5.3 All temporary duty costs, including travel costs, when such duty is carried out at the request of the sending Participant.

5.5.4 Compensation for loss of, or damage to, the personal property of CPP, or the personal property of their dependents.

5.5.5 The movement of dependents and the household effects of CPP.

5.5.6 Preparation and shipment of remains and funeral expenses in the event of the death of CPP or their dependents.

5.5.7 All expenses in connection with the return of CPP whose assignment has been terminated, along with their dependents.

5.6 The receiving Participant will not charge for the use of facilities and equipment necessary for the performance of tasks assigned to CPP.

5.7 The Participants will establish the maximum level of security clearance required, if any, to permit CPP to have access to Classified Information and work areas in accordance with the Program Security Instruction and Classification Guide, if any, applicable to that CBR Activity. Access to Classified Information and facilities will be consistent with, and limited by, Section III (Scope of Work) of this MOU and will be kept to the minimum required to accomplish the work assignments.

5.8 The sending Participant will cause security assurances to be prepared and forwarded through the prescribed channels in compliance with established receiving Participant procedures.

5.9 The receiving Participant will ensure that CPP are fully cognizant of applicable laws and regulations concerning the protection of proprietary information (such as Patents, copyrights, know-how, and trade secrets), Classified Information and Controlled Unclassified Information to which access might be gained under a CBR Activity both during and after termination of an assignment. Prior to taking up assigned duties, CPP will be required to sign the Certification of Conditions and Responsibilities at Appendix C.

5.10 CPP will at all times be required to comply with the security laws, regulations and procedures of the government of the receiving Participant. Any violation of security procedures by CPP during their assignment will be reported to the sending Participant for appropriate action. CPP committing willful violations of security laws, regulations, or procedures during their assignments may be withdrawn from the CBR Activity.

5.11 All Classified Information made available to the CPP will be subject to all provisions and safeguards provided for in Section XII (Security) and the relevant CBR Activity Program Security Instruction and Classification Guide, if any.

5.12 CPP will not take custody of Classified Information or Controlled Unclassified information in tangible form (for example, documents or electronic files) unless authorized by the TOs of both the sending and receiving Participants on a case-by-case basis.

5.13 Consistent with the laws and regulations of the government of the receiving Participant, CPP assigned under this MOU will be subject to the same restrictions, conditions, and privileges as receiving Participant personnel of comparable rank and in comparable assignments.

5.14 CPP and their dependents will be informed by the receiving Participant about orders, regulations, and customs and practices with which they will be required to comply. CPP and their dependents also will be briefed regarding their specific entitlements, privileges, and obligations upon their arrival in the country of the receiving Participant.

5.15 CPP committing an offense under the laws of the government of a sending Participant or the receiving Participant, or any political subdivision, may be withdrawn from the CBR Activity.

5.16 The receiving Participant will advise the sending Participant of medical and dental care (if any) that may be afforded to CPP.

5.17 CPP will not, without the sending Participant's prior approval, be placed on duty or in positions in areas of political sensitivity where their presence would jeopardize the interests of the sending Participant, or where, in the normal course of their duty, they may become involved in activities which may embarrass the sending Participant.

5.18 The receiving Participant will not deploy CPP to the territory of a non-Participant country without the sending Participant's prior approval.

5.19 The receiving Participant will not place CPP in duty assignments in which direct hostilities are likely without the sending Participant's prior approval. CPP approved by both the sending Participant and the receiving Participant for involvement in hostilities will be given clear guidance on the receiving Participant's interpretation of laws of war, including, but not limited to, the rules of engagement.

5.20 Consistent with the laws and regulations of the government of the receiving Participant, and upon conditions of reciprocity, the receiving Participant will provide, if available, housing and messing facilities for CPP and their dependents. CPP will pay messing and housing charges to the same extent as personnel of the receiving Participant. At locations where facilities are not provided by the receiving Participant for its own personnel, the sending Participant will make suitable arrangements for CPP.

5.21 CPP, and those dependents accompanying them, must obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the receiving Participant, or its political subdivision, in which they are located. In case of claims involving the use of private motor vehicles, the first recourse will be against such insurance.

SECTION VI

FINANCIAL PROVISIONS

6.1 Each Participant will contribute its equitable share of the full financial costs and non-financial costs incurred in performing, managing, and administering its responsibilities under this MOU, including overhead costs, administrative costs, and costs of claims.

6.2 All financial responsibilities of the Participants under this MOU will be subject to the availability of appropriated funds for such purposes. Each Participant will promptly notify the other Participants if available funds are not adequate to carry out such activities under this MOU, and will immediately consult on the course of action to be taken with a view toward continuation on a changed or reduced basis.

6.3 Costs associated with any unique national requirements identified by a Participant will be borne entirely by that Participant.

6.4 This MOU creates no financial or non-financial responsibilities regarding individual CBR PAs. Detailed descriptions of the financial arrangements for a specific CBR Project, including the total estimated cost of the CBR Project and each Contributing Participant's share of the total estimated cost, will be contained in the CBR PA. Each Contributing Participant will contribute its equitable share of the total estimated cost of each CBR PA and will receive an equitable share of the results of the CBR Project in accordance with the provisions of this MOU. The Contributing Participants will make funds available in such amounts and at such times as may be required by Contracts or other similar obligations which are entered into for a specific CBR PA. The Contributing Participants may contribute their equitable shares of the full costs of such CBR PAs in funds, or in Defense articles or Defense services needed for such CBR PAs.

6.5 The Contributing Participants will use their best efforts to perform, or have performed, work specified in each CBR PA within the costs specified in each CBR PA.

6.6 Under a CBR PA, the Contributing Participants may decide that it is necessary for one Contributing Participant to incur contractual or other obligations for the benefit of all Contributing Participants. In the event one Contributing Participant incurs such obligations, the Contributing Participants will pay their equitable share of such obligations, make funds available in such amounts, and at such times as may be required by the obligations, or pay any damages and costs that may accrue from the performance of or cancellation of the obligations in advance of the time such payments, damages, or costs are due.

6.7 For each CBR PA, the TOs will be responsible for establishing the detailed financial management procedures under which the CBR Project will operate. These procedures will be detailed in a financial management policies and procedures document proposed by the TOs and subject to the approval of the POs.

6.8 Each Contributing Participant will provide funds for each CBR Project in accordance with the CBR PA and the estimated schedule of financial contributions contained in the financial management policies and procedures document.

6.9 For CBR PAs where funds are transferred between the Contributing Participants, the receiving Contributing Participant will be responsible for the internal audit regarding administration of the other Contributing Participant's(*) funds in accordance with its national practices. Audit reports of such funds will be promptly made available by the receiving Contributing Participant to the other Contributing Participant(s).

SECTION VII

CONTRACTING PROVISIONS

7.1 If a Participant determines that Contracting is necessary to fulfill that Participant's responsibilities under this MOU, that Participant will contract in accordance with its national laws, regulations and procedures.

7.2 When one Participant individually contracts to fulfill its responsibilities under this MOU, it will be solely responsible for its own Contracting, and the other Participants will not be subject to any liability arising from such Contracts without their prior written consent.

7.3 If the Participants determine that Contracting is necessary to fulfill their responsibilities under a CBR PA, one Participant may make a Contract for the requirements of the CBR PA on behalf of all Contributing Participants, in accordance with its national laws, regulations and procedures with such waivers and deviations as those laws, regulations and procedures permit and as are deemed necessary to implement the provisions of this MOU. Such contractual arrangements will be detailed in that particular CBR PA. Sources from Contributing Participant(s)'(s) industries will be allowed to compete on an equal basis for such Contracts. The Contracting Officer will be the exclusive source for providing contractual direction and instructions to Contractors. The TOs will be responsible for the coordination of activities relating to CBR PAs and will cooperate with the Contracting Officer in the areas of Contract procedures, Contract negotiation, evaluation of offers, and Contract award. The Contracting Officer will also keep the TOs advised of all financial arrangements with Contractors.

7.4 For all Contracting activities performed by the Participants, the POs will, upon request, provide a copy of all statements of work prior to the issuance of solicitations.

7.5 Each Participant's Contracting Agency will negotiate to obtain the rights to use and disclose Information required by Section IX (Disclosure and Use of Information). Each Participant's Contracting Agency will insert into its prospective Contracts (and require its Contractors to insert in subcontracts) suitable provisions to satisfy the requirements of this MOU, including Section VIII (Equipment and Material Transfers and Disposal), Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security) and Section XIII (Third Party Sales and Transfers and Alternative Uses) of this MOU. However, the Contracting Officer will inform a prospective Contractor, during the contracting process, of its obligation to notify the Contracting Agency immediately if they are subject to any new license, agreement or arrangement that will restrict that Participant's freedom to disclose Information or permit its use. The Contracting Officer will also advise prospective Contractors not to enter into any new agreement or arrangement that will result in restrictions.

7.6 In the event a Participant's Contracting Agency is unable to secure adequate rights to use and disclose Information as required by Section IX (Disclosure and Use of Information), or is

notified by Contractors or potential Contractors of any restrictions on the disclosure and use of Information, that Participant will notify the other Contributing Participant(s) of the restrictions.

7.7 Each Contributing Participant will promptly advise the other Contributing Participant(s) of any cost growth, schedule delay or other performance problems of any Contractor in connection with a Contract placed by its Contracting Agency.

7.8 No requirement will be imposed by any Participant for work sharing or other industrial or commercial compensation in connection with this MOU or any CBR PA.

7.9 Should price or cost investigation services be required, such services will be obtained through the responsible national authorities of the Participants within whose territory the Contractor or subcontractor is located, consistent with any existing arrangements between the Participants in that regard.

SECTION VIII

EQUIPMENT AND MATERIAL TRANSFERS AND DISPOSAL

Equipment and Material Transfers

8.1 For the purpose of carrying out a CBR Activity, each Participant may loan without charge to the other Participant(s) Equipment and Material necessary for the corresponding CBR Activity, to be documented in the format at Appendix A, CBR Equipment and Material Transfer Form.

8.2 Equipment and Material loaned will be used by the receiving Participant(s) only for the purposes of that CBR Activity. Equipment and Material will remain the property of the providing Participant. In addition, the receiving Participant(s) will maintain Equipment and Material in good order, repair, and operable condition and will return it in operable condition and in as good condition as received, normal wear and tear excepted, unless the providing Participant has approved in the CBR Activity the expenditure or consumption of Equipment and Material as necessary for the purposes of the CBR Activity. Such expenditure or consumption will be without reimbursement to the providing Participant. However, the receiving Participant(s) will bear the cost of any damage to (other than normal wear and tear) or loss of Equipment and Material loaned to it that is not approved for expenditure or consumption. In no event will such cost exceed replacement cost less an amount determined to represent reasonable wear and tear.

8.3 A CBR PA will provide specific details of any loan of Equipment and Material. Equipment and Material identified at the time of CBR PA signature will be detailed in the CBR PA as set out in Appendix B, Sample CBR Project Arrangement. Equipment and Material which cannot be identified at the time of CBR PA signature will be documented in a list to be developed and maintained by the POs in the format at Appendix A, CBR Equipment and Material Transfer Form. Approval for all loans will be in accordance with national procedures.

8.4 The Participants will make every effort to ensure that the Equipment and Material is furnished in a serviceable and usable condition according to its intended purpose. However, the providing Participant makes no warranty or guarantee of fitness of the Equipment and Material for a particular purpose or use, and makes no commitment to alter, improve, or adapt the Equipment and Material or any part thereof.

8.5 The providing Participant will transfer the Equipment and Material for the stated loan period, provided that the duration will not exceed the effective period of the CBR Activity. The providing Participant may terminate a loan at any time.

8.6 The providing Participant will make available the Equipment and Material to the receiving Participant(s) at the location(s) mutually approved. Responsibility for the Equipment and Material will pass from the providing Participant to the receiving Participant(s) at the time of receipt. Any further transportation is the responsibility of the receiving Participant(s). The responsibility for meeting any costs arising from this process will be detailed in the relevant CBR

PA or a document in the format of Appendix A, CBR Equipment and Material Transfer Form.

8.7 The providing Participant will furnish the receiving Participant(s) such Information as is necessary to enable the Equipment and Material to be used.

8.8 The receiving Participant(s) will inspect and inventory the Equipment and Material upon receipt. The receiving Participant(s) will also inspect and inventory the Equipment and Material prior to its return (unless the Equipment and Material is to be expended or consumed).

8.9 The receiving Participant(s) will provide written notice of consumption or expenditure of Equipment and Material. In the event the intended consumption or expenditure does not occur, or upon expiration or termination of the loan, the receiving Participant(s) will, unless otherwise determined by the providing Participant, return the Equipment and Material to the providing Participant at the location mutually approved.

8.10 National procedures for an Equipment and Material Transfer (EMT) may require a test report, delivered free of charge by the receiving Participant(s) to the providing Participant. Such a requirement will be stated in the relevant CBR PA or document in the format at Appendix A, CBR Equipment and Material Transfer Form.

8.11 Any Equipment and Material loaned under this MOU will only be used by the receiving Participant(s) in accordance with the provisions of the appropriate CBR PA or document in the format at Appendix A, CBR Equipment and Material Transfer Form.

Disposal

8.12 Any Equipment and Material which is jointly acquired for use under this MOU will be disposed of as mutually approved by the appropriate Participants

Retransfer

8.13 In accordance with section XIII (Third Party Sales and Transfers and Alternative Uses), Equipment and Material will not be retransferred to a Third Party without the prior written consent of the providing Party.

SECTION IX

DISCLOSURE AND USE OF INFORMATION

General

9.1 The Participants recognize that successful collaboration in CBR defense depends on full and prompt exchange of Information necessary to carry out such collaborative activities and use the results. The Participants intend to acquire sufficient Information and rights to use such Information to achieve this objective.

Information Exchange

9.2 The disclosure and use provisions which govern exchange of Information authorized in Section III (Scope), paragraph 3.7.1 are as follows:

9.2.1 Disclosure: At its discretion, the furnishing Participant may disclose Information to one or more of the other Participants. Prior written permission from the furnishing Participant will be required for further disclosure of the Information by the receiving Participant to any other entity, for example, a Contractor. Such permission will not be required in the case of further disclosure to the receiving Participant's Contractor Support Personnel.

9.2.2 Use: Use of Information will be for information and evaluation purposes only. Written permission from the furnishing Participant will be required for any other use.

Other CBR Activities

9.3 The disclosure and use provisions which govern other CBR Activities authorized in Section III (Scope of Work), paragraphs 3.7.2, 3.7.3 or 3.7.4, are set out below, unless for the purposes of a particular CBR PA, the Contributing Participants involved specify that the provisions of paragraph 9.9, Special IPR Provisions for CBR PAs, will apply. The disclosure of Information arising from any CBR Activity to any non-Contributing Participant or the use thereof in that CBR Activity will be subject to the prior written consent of the originating Contributing Participant(s) to that activity.

9.4 Government Foreground Information

9.4.1 Disclosure: Government Foreground Information of one Contributing Participant will be disclosed without charge to all other Contributing Participants.

9.4.2 Use: Each Contributing Participant may further disclose, use or have used on its behalf all Government Foreground Information without charge, only for Defense Purposes. The Contributing Participant providing Government Foreground Information will also retain its rights therein. If a Contributing Participant intends to use any Government Foreground Information in

a sale or other transfer to a Third Party, however, the provisions of Section XIII (Third Party Sales and Transfers and Alternative Uses) of this MOU will also apply.

9.5 Contractor Foreground Information

9.5.1 Disclosure: Contractor Foreground Information generated and delivered by Contractors will be disclosed without charge to all Contributing Participants.

9.5.2 Use: Each Contributing Participant may further disclose, use or have used on its behalf, without charge, only for Defense Purposes, all Contractor Foreground Information. The Contributing Participant whose Contractors generate and deliver Contractor Foreground Information will also retain rights of use therein in accordance with the applicable Contract(s). If a Contributing Participant intends to use any Contractor Foreground Information in a sale or other transfer to a Third Party, the provisions of Section XIII (Third Party Sales and Transfers and Alternative Uses) of this MOU will also apply.

9.6 Government Background Information

9.6.1 Disclosure: Each Contributing Participant, upon request, will disclose to the other Contributing Participant(s) any relevant Government Background Information, provided:

9.6.1.1 such Background Information is necessary to or useful in the CBR Activity, with the disclosing Participant determining whether it is "necessary to" or "useful in" the CBR Activity;

9.6.1.2 such Background Information may be made available without incurring liability to holders of proprietary rights; and

9.6.1.3 disclosure is consistent with national disclosure policies and regulations of the disclosing Participant.

9.6.2 Use: Government Background Information disclosed by one Contributing Participant to the other(s) may be used without charge by or for the other Contributing Participant(s) for conducting the CBR Activity for which it was provided and using the results of the CBR Activity for Defense Purposes. The disclosing Participant will retain all its rights with respect to such Government Background Information.

9.7 Contractor Background Information

9.7.1 Disclosure: Any relevant Contractor Background Information (including Information subject to proprietary rights) which is or has been generated outside of the CBR Activity delivered by Contractors of one Contributing Participant will be made available to the other Contributing Participant(s) provided the following provisions are met:

9.7.1.1 such Background Information is necessary to or useful in the CBR Activity, with the disclosing Participant determining whether it is “necessary to” or “useful in” the CBR Activity;

9.7.1.2 such Background Information may be made available without incurring liability to holders of proprietary rights;

9.7.1.3 disclosure is consistent with national disclosure policies and regulations of the disclosing Participant.

9.7.2 Use: Contractor Background Information disclosed by one Contributing Participant may be used without charge by or for the other Contributing Participant(s) for conducting the CBR Activity for which it was provided and using the results of the CBR Activity for Defense Purposes. Such Background Information may be the subject of further restrictions of proprietary rights.

9.8 Jointly Generated Foreground Information

9.8.1 Disclosure: All Jointly Generated Foreground Information generated in a CBR Activity will be disclosed to all Contributing Participants promptly and without charge.

9.8.2 Use: Contributing Participants generating or receiving Jointly Generated Foreground Information may use or have used such Information without charge for its Defense Purposes unless mutually decided otherwise in writing.

9.8.3 Information resulting from the assignment of CPP will be treated as Jointly Generated Foreground Information unless otherwise decided.

Special IPR Provisions for CBR PAs

9.9 In any CBR PA, the Contributing Participants may choose to alter the provisions for use of Government Background Information or Contractor Background Information, or both. This choice will be detailed in the Special Provisions section of the PA by inserting either one or both of the following:

9.9.1 Government Background Information: Use: Government Background Information disclosed by one Contributing Participant may be used without charge by or for the other Contributing Participant(s) only for conducting this CBR PA. The disclosing Participant will retain all its rights with respect to such Government Background Information.

9.9.2 Contractor Background Information: Use: Contractor Background Information disclosed by one Contributing Participant may be used without charge by or for the other Contributing Participant(s) only for conducting this CBR PA. The disclosing Participant will retain all its rights with respect to such Contractor Background Information. Such Background Information may be the subject of further restrictions of proprietary rights.

9.10 Proprietary Information

9.10.1 All unclassified Information subject to proprietary interests will be identified and marked, and will be handled as Controlled Unclassified Information.

9.10.2 The provisions of the NATO Agreement on the Communication of Technical Information for Defence Purposes, done at Brussels on 19 October 1970, and the Implementing Procedures for the NATO Agreement on the Communication of Technical Information for Defence Purposes, approved by the North Atlantic Council on 1 January 1971, will apply to proprietary Information related to this MOU.

Inventions and Patents

9.11 Reporting of Inventions. A Contributing Participant will disclose to the other Contributing Participant(s) any Invention made by its respective employees or Contractors as promptly as possible after the Invention is made. The disclosure will be in the form of a written report listing the inventor(s) and describing the manner and process of making and using the Invention in sufficient technical detail as to enable any person skilled in the art to which it pertains to make and use the Invention.

9.12 Title to Inventions. Each Participant will retain title to each Invention made by its respective employees.

9.12.1 The Participant retaining title to such Inventions will grant to the other Contributing Participant(s) at least a royalty-free, nonexclusive, irrevocable license to practice or have practiced worldwide for Defense Purposes by or on behalf of the other Contributing Participant(s) such Inventions covered by any resulting Patents.

9.12.2 The Participant retaining title to such Inventions may, in its discretion, grant rights in such Inventions covered by any resulting Patents to the other non-Contributing Participant(s), or any other person or entity, upon such terms and conditions as it deems appropriate.

9.13 Title to Joint Inventions. Title to Inventions made jointly by employees of two or more of the Contributing Participants will be held jointly by those two or more Participants unless otherwise determined.

9.13.1 Those two or more Participants will grant to the other Contributing Participant(s) at least a royalty-free, nonexclusive, irrevocable license to practice or have practiced worldwide for Defense Purposes by or on behalf of the other Contributing Participant(s) such Inventions covered by any resulting Patents.

9.13.2 Those two or more Participants may grant rights in such joint Inventions to the other non-Contributing Participant(s), or any other person or entity, upon such terms and

conditions, as those two or more Participants unanimously deem appropriate.

9.14 Contractor Generated Inventions. Title to Inventions made by Contractors will be held in accordance with the terms of the respective Contract. Where any Contract fails to specify how title in any Patent will be held, title will be determined in accordance with the national laws governing Inventions by Contractors of the Participant who awarded the Contract.

9.14.1 Contractor Generated Inventions in Unique National Variants. Where Inventions are made in connection with unique national variants, paid for fully by or on behalf of only one Contributing Participant, regardless of who is the Contracting Agency, the Contracting Agency must ensure that the Contract grants to the Contributing Participant funding the national variant any rights as directed by that Contributing Participant.

9.14.2 Contractor Generated Inventions of Contributing Participants. Where a Contract is awarded by a Contributing Participant on its own behalf or by a Contracting Agency on behalf of two or more Contributing Participants, the Contract so awarded must ensure that the owner of any Invention made by a Contractor will grant to the Contributing Participant(s) at least a royalty-free, nonexclusive, irrevocable license to practice or have practiced worldwide for Defense Purposes by or on behalf of the Contributing Participant(s) the Invention covered by any resulting Patents.

9.15 Patent Applications. A Contributing Participant having the right to hold title to an Invention may elect to file Patent applications or otherwise seek Patent protection thereon provided it so advises the other Contributing Participant(s) of its intention to do so and the countries in which it intends to seek Patent protection within 60 days from the date it reports the Invention to the other Contributing Participant(s).

9.15.1 If a Participant initially elects to seek Patent protection, but later decides not to continue seeking Patent protection, or if a Participant decides not to share the costs of seeking Patent protection of a joint Invention, then the other Contributing Participant(s) may elect (but is/are not required) to seek Patent protection on such Invention in those countries in which the Participant has not elected to seek Patent protection.

9.15.2 If the other Contributing Participant(s) elect(s) to seek Patent protection in those countries, the Participant initially having the right to seek Patent protection on the Invention agrees to consent to such filing by the other Contributing Participant(s) and the Contributing Participant(s) will equitably share any royalties from the licensing of any resulting Patents taking into consideration the expenses incurred by each Contributing Participant in securing Patent protection.

9.15.3 A Contributing Participant will not file or cause to be filed any Patent application outside the United States of America, the United Kingdom of Great Britain and Northern Ireland or Canada, or publish or cause to be published any such application or Patent thereon anywhere, without the other Contributing Participant's prior written consent where the application contains either:

9.15.3.1 another Participant's Background Information, or

9.15.3.2 Jointly Generated Foreground Information

9.15.4 Patent applications on Inventions which contain Classified Information will be protected and safeguarded in accordance with the requirements contained in the NATO Agreement for Mutual Safeguarding of Secrecy of Inventions Relating to Defense and for which Applications for Patents have been Made, signed on 21 September 1960, and its Implementing Procedures.

9.16 Patent Prosecution.

9.16.1 The expenses attendant to seeking Patent protection as specified above will be borne by the Participant seeking Patent protection. Where two or more Participants jointly seek Patent protection, the expenses attendant to seeking the Patent protection will be shared equally between those Participants, unless mutually determined otherwise.

9.16.2 Each Participant will provide the other Contributing Participant(s) with copies of Patent applications it files in Patent offices, along with a power to inspect and make copies of all documents retained in the files of the applicable Patent office that are available for inspection and copying by a Participant seeking Patent protection.

9.16.3 A Contributing Participant seeking Patent protection will have the right to control the Patent prosecution where it is solely funding the expenses attendant to seeking the Patent protection. Where two or more Contributing Participants are seeking Patent protection, they will jointly control the Patent prosecution if each is funding a portion of the expenses attendant to seeking the Patent protection. All Participants will cooperate with each other in seeking Patent protection.

9.17 Maintenance Fees. The fees payable to a Patent office in order to maintain the Patent on an Invention will be paid by the Participant having title to the Patent or will be shared equally if title is held jointly by one or more Participant(s). If one Participant decides not to pay the required maintenance fees, it will immediately notify the other Participant(s), who may pay the maintenance fees if it desires to maintain the enforcement of the Patent. In this case, the Participant who has decided not to pay the maintenance fees will assign its rights to the other Participant(s).

SECTION X

CONTROLLED UNCLASSIFIED INFORMATION

10.1 Except as otherwise provided in this MOU or authorized in writing by the originating Participant, Controlled Unclassified Information provided or generated pursuant to this MOU will be controlled and handled as follows:

10.1.1 Such Information will be used only for the purposes authorized for use of Information as specified in Section IX (Disclosure and Use of Information).

10.1.2 Access to such Information will be limited to personnel whose access is necessary for the permitted use under subparagraph 10.1.1 and will be subject to the provisions of Section XIII (Third Party Sales and Transfers and Alternative Uses).

10.1.3 Each Participant will 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 subparagraph 10.1.2, unless the originating Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Information may have to be further disclosed under any legislative provision, immediate notification will be given to the originating Participant.

10.2 To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information is appropriately marked. The POs will decide, in advance and in writing, on markings to be placed on the Controlled Unclassified Information provided to another Participant(s).

10.3 Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Participants will ensure the Contractors are legally bound to control such information in accordance with the provisions of this Section.

SECTION XI

VISITS TO ESTABLISHMENTS

11.1 Each Participant will permit visits to its government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Participants or by employees of the other Participants' Contractors, provided that the visit is authorized by all Participants involved and the employees have any necessary and appropriate security clearances and a need-to-know.

11.2 All visiting personnel will be required to comply with security regulations of the host Participant. Any Information disclosed or made available to visitors will be treated as if supplied to the Participant(s) sponsoring the visiting personnel, and will be subject to the provisions of this MOU.

11.3 Requests for visits by personnel of one Participant to a facility of another Participant will be coordinated through official channels, and will conform with the established visit procedures of the host country. Requests for visits will bear the name of this MOU and, if applicable, the appropriate CBR Activity.

11.4 Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participants will be submitted through official channels in accordance with recurring international visit procedures.

SECTION XII

SECURITY

12.1 All Classified Information or Materiel provided or generated pursuant to this MOU will be stored, handled, transmitted, and safeguarded in accordance with the Participants' national security laws and regulations to the extent that they provide a degree of protection no less stringent than that provided for NATO classified information as detailed in the document CM(55) 15 (Final), "Security Within the North Atlantic Treaty Organization," dated October 1, 1990 and subsequent amendments.

12.2 Classified Information or Materiel will be transferred only through official government-to-government channels or through channels approved by the Designated Security Authorities (DSAs) of the Participants. Such Classified Information or Materiel will bear the level of classification, denote the country of origin, the conditions of release, and the fact that the Information relates to this MOU.

12.3 Each Participant will take all lawful steps available to it to ensure that Classified Information or Materiel provided or generated pursuant to this MOU is protected from further disclosure, except as permitted by paragraph 12.9, unless the providing Participant(s) consents to such disclosure. Accordingly, each Participant will ensure that:

12.3.1 The recipients will not release the Classified Information or Materiel to any government, national, organization, or other entity of a country other than the UK, CA or US, without the prior written consent of the originating Participant in accordance with the procedures set forth in Section XIII (Third Party Sales and Transfers and Alternative Uses).

12.3.2 The recipients will not use the Classified Information or Materiel for other than the purposes provided for in this MOU.

12.3.3 The recipients will comply with any distribution and access restrictions on Classified Information or Materiel that is provided under this MOU.

12.4 Each Participant will maintain the security classification assigned to Classified Information or Materiel by the originating Participant and will afford to such Classified Information or Materiel the same degree of security protection provided by the originating Participant.

12.5 The Participants will investigate all cases in which it is known or where there are grounds for suspecting that Classified Information or Materiel provided or generated pursuant to this MOU has been lost or disclosed to unauthorized persons. Each Participant also will promptly and fully inform the other Participants of the details of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.

12.6 The DSA of a Participant that awards a classified Contract under this MOU will assume responsibility for administering within its territory security measures for the protection of the Classified Information or Materiel, in accordance with its laws and regulations. Prior to the release to any Contractors, prospective Contractors, or subcontractors of any Classified Information received under this MOU, the recipient Participants will:

12.6.1 Ensure that such Contractors, prospective Contractors, or subcontractors and their facilities have the capability to protect the Classified Information or Materiel adequately.

12.6.2 Grant a security clearance to the facility(ies), if appropriate.

12.6.3 Grant a security clearance for all personnel whose duties require access to the Classified Information or Materiel, if appropriate.

12.6.4 Ensure that all persons having access to the Classified Information or Materiel are informed of their responsibilities to protect the Classified Information or Materiel in accordance with national security laws and regulations, and the provisions of this MOU.

12.6.5 Carry out periodic security inspections of cleared facilities to ensure that the Classified Information or Materiel is properly protected.

12.6.6 Ensure that access to the Classified Information or Materiel is limited to those persons who have a need-to-know for purposes of the MOU.

12.7 For any CBR Activity carried out under this MOU, the appropriate representative of each Contributing Participant will mutually determine whether any Security Instructions and/or classification guide for that Activity will be required, over and above the provisions of this MOU, to provide a mutually acceptable degree of security protection for any Classified Information or Materiel provided or generated in the course of that Activity. If determined to be necessary, the CBR Activity Security Instruction and the Classification Guide will be prepared, and will describe the methods by which CBR Activity Information and Materiel will be classified, marked, used, transmitted, and safeguarded. The Instruction and Guide will be developed within three months after initiation of a CBR Activity.

12.8 Contractors, prospective Contractors, or subcontractors which are determined by DSAs to be under financial, administrative, policy or management control of nationals or entities of a country other than the UK, CA or US, may participate in a Contract or subcontract requiring access to Classified Information or Materiel provided or generated pursuant to this MOU only when enforceable measures are in effect to ensure that such nationals or entities will not have access to Classified Information or Materiel. If enforceable measures are not in effect to preclude access by such nationals or other entities, the other Participants will be consulted for approval prior to permitting such access.

12.9 For any facility wherein Classified Information or Materiel is to be used, the responsible Participant or Contractor will approve the appointment of a person or persons to exercise

effectively the responsibilities for safeguarding at such facility the Classified Information or Materiel pertaining to this MOU. These officials will be responsible for limiting access to Classified Information or Materiel involved in this MOU to those persons who have been properly approved for access and have a need-to-know.

12.10 Each Participant will ensure that access to Classified Information or Materiel is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information or Materiel in order to participate in the CBR Activity.

12.11 Information or Materiel provided or generated pursuant to this MOU may be classified as high as TOP SECRET. The existence of this MOU is UNCLASSIFIED, and its contents are UNCLASSIFIED. The classification of a specific PA or CBR E&MT Form and its content will be stated in the PA or CBR E&MT Form.

SECTION XIII

THIRD PARTY SALES AND TRANSFERS AND ALTERNATIVE USES

13.1 Information Exchange: The provisions which govern the sales and transfers of Information exchanged under the CBR Information exchange efforts authorized in Section III (Scope of Work), paragraph 3.7.1 are as follows.

13.1.1 A Participant will not sell, transfer title to, disclose, or transfer possession of Background Information provided by the other Participant(s) through Information exchange efforts under this MOU to any Third Party without the prior written consent of the Participant which provided such Information.

13.1.2 The providing Participant will be solely responsible for authorizing such transfers, and, as applicable, specifying the method and conditions for implementing any such transfers.

13.2 Other CBR Activities: Participants in specific CBR Activities authorized by Section III (Scope of Work), paragraphs 3.7.2, 3.7.3 and 3.7.4 will address Third Party sales and transfers matters arising during the course of such CBR Activities in accordance with the following provisions.

13.2.1 Except to the extent permitted in paragraph 13.2.2. Participants will not sell, transfer title to, disclose, or transfer possession of Jointly Generated Foreground Information or jointly acquired or produced Equipment and Material to any Third Party without the prior written consent of the Contributing Participants. Furthermore, no Participant will permit any such sale, disclosure, or transfer, including by the owner, without the prior written consent of the Contributing Participants. Such consent will not be given unless the government of the intended recipient agrees in writing with the Contributing Participants that it will:

13.2.1.1 not retransfer, or permit the further retransfer of, any Jointly Generated Foreground Information or jointly acquired Equipment and Material provided; and

13.2.1.2 use, or permit the use of, the Jointly Generated Foreground Information or jointly acquired Equipment and Material provided only for the purpose specified by the Contributing Participants.

13.2.2 Each Contributing Participant will retain the right to use, sell, transfer title, disclose, or transfer possession of Foreground Information:

13.2.2.1 which is generated solely by either that Contributing Participant or that Contributing Participant's Contractors in the performance of that Participant's work allocation under a CBR Activity; and

13.2.2.2 whose generation, use, test, or evaluation has not relied and does not rely, in any way, on the Foreground Information, Background Information, or Equipment and Material generated solely or provided by the other Participants.

13.2.3 In the event questions arise as to whether the Information or Equipment or Material (or any item produced either wholly or in part from the Project Foreground Information) that a Participant intends to sell, transfer title to, disclose, or transfer possession of, to a Third Party is within the scope of paragraph 13.2.2, the matter will be brought to the immediate attention of the other Contributing Participants. The Contributing Participants will resolve the matter prior to any sale or other transfer of such Information or Equipment and Material (or any items produced wholly or in part from the Project Foreground Information) to a Third Party.

13.2.4 A Participant will not sell, transfer title to, disclose, or transfer possession of Equipment and Material or Background Information provided by another Participant to any Third Party without the prior written consent of the Participant which provided such Equipment and Material or Background Information. The providing Participant will be solely responsible for authorizing such transfers and, as applicable, specifying the method and conditions for implementing such transfers.

13.2.5 Sales and other transfers of equipment developed under this MOU and Foreground Information generated in a CBR Activity may attract a levy to be shared between the Contributing Participants. Prior to any such sales or transfer, the amounts of any levy and the procedures for assessing and distributing such levy will be mutually determined by the Contributing Participants consistent with the laws and regulations of each Contributing Participant. Any Contributing Participant may reduce the assessment of its share of levy.

SECTION XIV

LIABILITY AND CLAIMS

14.1 Claims against any Participant or their personnel will be dealt with in accordance with the terms of Article VIII of the NATO Status of Forces Agreement (NATO SOFA), dated June 19, 1951. Civilian employees of the Participants assigned to duty within their government's Defense Department or Ministry will 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 the NATO SOFA while present in the territory of another Participant for the purposes of this MOU. Claims of loss or damage to Equipment and Material transferred under Section VIII (Equipment and Material Transfers and Disposal) will be dealt with in accordance with Section VIII (Equipment and Material Transfers and Disposal), paragraph 8.2. Employees and agents of Contractors will not be considered to be civilian personnel employed by a Participant for the purpose of 14.1.

14.2 Claims not covered by Article VIII of NATO SOFA or elsewhere in this MOU will be processed by the most appropriate Contributing Participant, as determined by, and in consultation with, the other Contributing Participant(s). The cost incurred in satisfying such claims will be borne equally by the Contributing Participant(s) where there is no CBR PA, or where a CBR PA exists, according to the cost sharing arrangement in that CBR PA. If, however, such liability results from the reckless acts or reckless omissions, willful misconduct or gross negligence of a Contributing Participant, its personnel or agents (excluding Contractors), the costs of any liability will be borne by that Participant alone.

14.2.1 Each Contributing Participant waives all claims against any other Contributing Participant in respect of damage caused to its personnel and or its property by personnel or agents of another Contributing Participant arising out of or in connection with CBR Activities under this MOU. If however, such damage results from the reckless acts or reckless omissions, willful misconduct or gross negligence of a Contributing Participant, its personnel or agents (excluding Contractors), the costs of any liability will be borne by that Participant alone.

14.3 Claims arising under or related to any Contract awarded pursuant to Section VII, (Contracting Provisions) will be resolved in accordance with the provisions of the Contract, including provisions for the indemnification by a Contractor of one or more of the Participants.

SECTION XV

PARTICIPATION OF ADDITIONAL NATIONS

15.1 It is recognized that other national defense organizations may wish to join this MOU.

15.2 Mutual consent of the Participants will be required to conduct discussions with potential additional Participants. The Participants will discuss the arrangements under which another Participant might join, including the furnishing of releasable Information for evaluation prior to joining. If the disclosure of Information is necessary to conduct discussions, such disclosure will be in accordance with Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security) and Section XIII (Third Party Sales and Transfers and Alternative Uses).

15.3 The Participants will jointly formulate the provisions under which additional Participants might join. The addition of new Participants to this MOU will require amendment of this MOU by the Participants.

SECTION XVI

CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

16.1 Customs duties, import and export taxes, and similar charges will be administered in accordance with each Participant's respective laws and regulations. Insofar as existing national laws and regulations permit, the Participants will endeavor to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under a CBR Activity.

16.2 Each Participant will use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work. If any such customs duties, export taxes, or similar charges are levied during a CBR Activity, the Participant in whose country they are levied will bear such costs over and above that Participant's share of its costs under this MOU.

SECTION XVII

SETTLEMENT OF DISPUTES

17.1 Disputes among the Participants arising under or relating to this MOU will be resolved only by consultation among the appropriate Participants and will not be referred to a national court, to an international tribunal, or to any other person or entity for settlement.

SECTION XVIII

AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT AND DURATION

18.1 All activities of the Participants under this MOU and its CBR PAs will be carried out in accordance with their national laws.

18.2 In the event of a conflict between the provisions of this MOU and any CBR Activity, this MOU will take precedence.

18.3 This MOU, including its Appendices, may be amended only upon the unanimous written consent of the Participants. A CBR PA under this MOU may be amended only upon the written consent of the SC of the Contributing Participants in accordance with national procedures.

18.4 This MOU may be terminated at any time upon the unanimous written consent of the Participants. In the event of MOU termination, all CBR Activities will also be automatically terminated. An individual CBR PA may be unanimously terminated at any time upon the written consent of the SC members of the Contributing Participants in accordance with national procedures. Other CBR Activities may be unanimously terminated in writing by the POs. In the event the Participants decide to terminate this MOU or a CBR Activity, they will consult at the appropriate level prior to the date of its termination. When any Contract is terminated by unanimous consent of the Participants, the Contract termination costs, if any, will be shared in proportion to the Participants' share of the cost of the Contract.

18.5 In the event that any one Participant wishes to withdraw, that Participant will give written notice to the other Participants as follows:

18.5.1 from this MOU, 180 days;

18.5.2 from any CBR PA, 90 days;

18.5.3 from other CBR Activities not otherwise provided for, 45 days.

18.5.4 Such notification will be the subject of immediate consultation by the other Participants to decide whether to proceed on a changed or reduced basis. In the event of such a withdrawal, the following will apply:

18.5.4.1 the withdrawing Participant will continue participation, financial or otherwise, up to the effective date of its withdrawal;

18.5.4.2 Subject to the provisions of 18.5.4.3, each Participant will pay the

costs it incurs as a result of withdrawal.

18.5.4.3 The withdrawing Participant will pay all Contract modifications or termination costs arising from the terms of the Contract itself, that would not otherwise have been incurred but for the decision to withdraw. However, the total contribution of the withdrawing Participant, including termination costs, will in no event exceed the amount the withdrawing Participant would have contributed had it not withdrawn.

18.5.4.4 All Information and rights therein received under the provisions of this MOU prior to the withdrawal of a Participant will be retained by the withdrawing Participant subject to the provisions of this MOU.

18.5.4.5 The remaining Participant(s) will make available to the withdrawing Participant the Foreground Information to which the withdrawing Participant is entitled by virtue of its participation, up to and including the effective date of withdrawal in the CBR Activity from which it has withdrawn. No further rights will accrue to the withdrawing Participant.

18.5.4.6 If requested by the other Participants, the withdrawing Participant may continue to administer CBR Project Contracts which it awarded on behalf of all the Participants in accordance with national laws and procedures.

18.6 The respective rights and responsibilities of the Participants regarding Section VIII (Equipment and Material Transfers and Disposal), Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security), Section XIII (Third Party Sales and Transfers and Alternative Uses), and Section XIV (Liability and Claims), will continue notwithstanding termination, withdrawal, or expiration of this MOU or any CBR Activity.

18.7 This MOU, which consists of the Introduction, eighteen Sections and three Appendices, will enter into effect upon the signature of all Participants and will remain in effect for 25 years. This MOU may be extended by written consent of the Participants.

The foregoing represents the understanding reached between the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America.

SIGNED in triplicate.

FOR THE SECRETARY OF
DEFENSE ON BEHALF OF THE
THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA:

Delores M. Etter
Signature

Delores M. Etter
Name

Dep. Director of Defense Research & Engineering
Title

1 June 2000
Date

Washington
Location

FOR THE SECRETARY OF STATE
FOR DEFENCE OF THE UNITED
KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND:

G. H. B. Jordan
Signature

G. H. B. JORDAN
Name

DUS(S&T)
Title

10th April 2000
Date

Washington
Location

FOR THE
DEPARTMENT OF
NATIONAL DEFENCE OF CANADA:

P. J. Leggat
Signature

P. J. Leggat
Name

ADM(S&T)
Title

6 April 2000
Date

Washington
Location

CBR EQUIPMENT AND MATERIAL TRANSFER FORM

TO THE
CA-UK-US
MEMORANDUM OF UNDERSTANDING
FOR THE

RESEARCH, DEVELOPMENT AND ACQUISITION OF CHEMICAL,
BIOLOGICAL AND RADIOLOGICAL DEFENSE MATERIEL

DATED MM/DD/YR

CHEMICAL, BIOLOGICAL AND RADIOLOGICAL

EQUIPMENT AND MATERIAL TRANSFER NO. (insert no. to be assigned by Providing
Participant)

between

(insert titles of the providing and receiving Participant Organizations of the transfer)

Note: A single Equipment and Material Transfer Form may be used to document transfers among Participants, even if the proposed transfer will entail Multiple Equipment and Material items being transferred among multiple Participants. For multiple item transfers among multiple Participants, ensure that paragraph 1.1 of this CBR E&MT Form contains a complete description of all proposed transfers. This transfer form is a guide, which may require adaptation to comply with national procedures provided that all modifications are consistent with the provisions of this MOU.

INTRODUCTION

This Equipment and Material Transfer (E&MT) is entered into pursuant to the Memorandum of Understanding (MOU) among the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America concerning the Research, Development and Acquisition of Chemical, Biological and Radiological Defense Materiel (CBR MOU) of **(insert effective date of CBR MOU)**. This CBR E&MT Form is being executed by authorized representatives of the providing and receiving Participants pursuant to Section VIII (Equipment and Material Transfers and Disposal) of the CBR MOU.

SECTION I DESCRIPTION AND QUANTITY

1.1 The following Equipment and Material will be transferred by the providing Participant(s) to the receiving Participant(s):

Providing Participant(s)	Receiving Participant(s)	Quantity	Description	Part/ Stock	Approx Value	Classification of Item
<u>Providing Participant</u>	<u>Receiving Participant</u>	<u>Quantity</u>	<u>Description</u>	<u>Stock Number</u>	<u>Approx Value</u>	<u>Classification of Item</u>

(fill in as appropriate)

1.2 (Choose one of the following alternatives, or use both if both situations apply.)

Alternative A -- Use when return of Equipment and Material is planned.

"None of the Equipment and Material identified in paragraph 1.1 is intended to be consumed or expended during the course of the CBR Activity described in paragraph 2.1.1."

Alternative B -- Use when return of Equipment and Material is not planned due to its consumption during the activity.

"The Equipment and Material (specify as appropriate by highlighting in paragraph 1.1) described in paragraph 1.1 is intended to be consumed or expended during the course of the CBR Activity described in paragraph 2.1.1."

SECTION II PURPOSE

2.1 The purpose of this Equipment and Material transfer is to support the following CBR Activity.

2.1.1 (fill in as appropriate)

SECTION III
MANAGEMENT AND RESPONSIBILITIES

3.1 Each Participant will establish a point of contact who will be responsible for implementing this Equipment and Material transfer

3.1.1 For the providing Participant(s) the point(s) of contact is/are _____ *

3.1.2 For the receiving Participant(s) the point(s) of contact is/are _____ *

* **Insert the appropriate names, titles/office symbols, addresses, and telephone numbers of the individuals assigned to implement this Equipment and Material transfer.**

3.2 Responsibilities of the Providing Participant(s)

3.2.1 Transfer of the Equipment and Material - The providing Participant(s) will transfer the Equipment and Material listed above for the duration of the transfer period specified in paragraph 5.4 unless extended by mutual written consent.

3.2.2 Equipment and Material Delivery - The providing Participant(s) will make available the Equipment and Material (**specify arrangements**). Custody of the Equipment and Material will pass from the providing Participant(s) to the receiving Participant(s) at the time of receipt of the Equipment and Material. Any further transportation is the responsibility of the receiving Participant(s) unless otherwise specified in this paragraph.

3.3 Responsibilities of the Receiving Participant(s)

3.3.1 Inspection and Inventory - The receiving Participant(s) will inspect and inventory the Equipment and Material upon receipt. The receiving Participant(s) will also inspect and inventory the Equipment and Material prior to its return to the providing Participant(s) unless the Equipment and Material is consumed in accordance with paragraph 3.3.2.

3.3.2 (Choose one of the following alternatives, or use both if both situations apply.)

Alternative A -- Use when return of Equipment and Material is planned.

"Return of Equipment and Material - Upon expiration or termination of the transfer period specified in paragraph 5.4 (taking into account any approved extension by the providing Participant(s)), the receiving Participant(s) will return the Equipment and Material to the providing Participant (**specify arrangements**). If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond repair, while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of loss/destruction/irreparable damage to the providing Participant(s)."

Alternative B -- Use when return of Equipment and Material is not planned due to its consumption during the Activity.

"Consumption of Equipment and Material - It is intended that the receiving Participant(s) will consume the Equipment and Material specified in paragraph 1.1 during the course of the Activity described in paragraph 2.1.1. If this does occur, the receiving Participant(s) will provide written notice of its consumption to the providing Participant(s). In the event consumption does not occur prior to the end of the transfer period specified in paragraph 5.4, the receiving Participant(s) will return the Equipment and Material to the providing Participant (**specify arrangements**) or will destroy the Equipment and Material (**specify arrangements**). If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond repair prior to its intended consumption while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of loss/destruction/irreparable damage to the providing Participant(s)."

3.3.3 If required by national procedures, insert the following:

"A test report will be provided free of charge by the receiving Participant to the providing Participant within ____ days after the completion of the loan period."

3.4 This CBR E&MT Form provides only for transfer of Equipment and Material associated with the activity described in paragraph 2.1.1. Signature of this CBR E&MT Form does not imply any commitment by a Participant to participate in any activities beyond the E&MT described herein.

**SECTION IV
CLASSIFICATION**

4.1 The classification of all Equipment and Material transferred under this CBR E&MT form is specified in Section 1.1. The highest level of classified Equipment and Material listed in Section 1.1 is (**insert highest classification**).

SECTION V
MODIFICATION, TERMINATION, AND TRANSFER PERIOD

5.1 The provisions of this E&MT Form may be modified or extended by written mutual consent of authorized representatives of the Participants in accordance with Section VIII (Equipment and Material Transfers and Disposal) of the CBR MOU.

5.2 The Equipment and Material transfer described in this CBR E&MT Form may be terminated at any time in accordance with the following provisions.

5.2.1 Through the mutual written consent of the authorized representatives of the Participants.

5.2.2 Unilaterally by the receiving Participant(s) on 60 days written notice to the providing Participant(s).

5.2.3 Unilaterally by the providing Participant(s) at any time.

5.3 Responsibilities regarding security and protection against unauthorized use, disclosure, or transfer that accrued prior to termination or expiration of the transfer period will continue to apply without limit of time in accordance with Section XVIII (Amendment, Termination, Withdrawal, Entry into Effect, and Duration) of the CBR MOU.

5.4 The transfer period for the Equipment and Material described herein begins on the date of the last signature below, and unless terminated or extended, and will continue until (**enter date or amount or time**).

(Delete extra signature block(s) if fewer than three CBR MOU Participants are Participants in this Equipment and Material Transfer).

Signature

Name

Title

Date

Location

Signature

Name

Title

Date

Location

Signature

Name

Title

Date

Location

(Signature of the EMT Form will be by the PO's of the Providing and Receiving Participants unless otherwise delegated by the PO.)

****SAMPLE CBR PROJECT ARRANGEMENT****

TO THE
CA-UK-US
MEMORANDUM OF UNDERSTANDING
FOR THE
RESEARCH, DEVELOPMENT AND ACQUISITION OF CHEMICAL,
BIOLOGICAL AND RADIOLOGICAL DEFENSE MATERIEL

DATED MM/DD/YR

CBR PROJECT ARRANGEMENT NO. _____

(Insert the Contributing Participants to this CBR PA)

CONCERNING

(FULL TITLE OF THE CBR PROJECT)

Project Arrangement Numbers will be structured as follows:

US-CA-UK-XX-NN-nnnn where XX is a U.S. Military Service or Defense Agency designator such as A for Army, D for Department of Defense, N for Navy, AF for Air Force; NN is the calendar year, and nnnn is a sequential number.

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SECTION I

INTRODUCTION

1.1 This CBR Project Arrangement (CBR PA) is entered into pursuant to the Memorandum of Understanding among the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America, Concerning the Research, Development, and Acquisition of Chemical, Biological and Radiological Defense Materiel of mm/dd/yy, the provisions of which are hereby incorporated by reference.

SECTION II

DEFINITION OF TERMS AND ABBREVIATIONS

(Define only those terms used in this CBR PA that have not been defined in the CBR MOU.)

SECTION III

OBJECTIVES

3.1 The objectives of this _____ Project are **(one or more of the following may be used, if appropriate)**

a. the development of _____

b. the improvement of _____

c. the investigation of _____

d. the acquisition of _____

e. other (specify): _____

SECTION IV
SCOPE OF WORK

4.1 The following work will be carried out under this CBR PA:

- a.
- b.
- c.

(For acquisition taking place under the provisions of the CBR MOU, respective national acquisition regulations and procedures will apply and special provisions may be incorporated in this PA as necessary.)

SECTION V
SHARING OF TASKS

5.1 The sharing of tasks will be as follows:
(Show only Contributing Participants)

5.1.1. CA will _____

5.1.2. The UK will _____

5.1.3. The US will _____

5.1.4. CA/UK/US will jointly _____

SECTION VI
BREAKDOWN AND SCHEDULE OF TASKS

(When the tasks covered under this Project may be performed using multiple phases, requiring milestones or decision points.)

6.1 The Project will proceed according to the following phases and schedule:

<u>Phase I</u>	<u>Start</u>	<u>End</u>
Description of Phase 1		
(Milestone 1)	(e.g. Transmittal of Feasibility Report)	
<u>Phase 2</u>	<u>Start</u>	<u>End</u>
Description of Phase 2		
(Milestone 2)	(e.g. Decision to proceed to Phase 3)	
<u>Phase 3</u>	<u>Start</u>	<u>End</u>
Description of Phase 3		
(Milestone 3)	(e.g. Evaluation, analysis of results)	

(Add as many phases as necessary.)

6.2 The final report must be transmitted to the POs six months before the termination date for this PA.

SECTION VII
MANAGEMENT
(Show only Contributing Participants)

7.1 CA Technical Officer (TO)

Title/Position _____

Organization _____

Address _____

7.2 UK Technical Officer

Title/Position _____

Organization _____

Address _____

7.3 US Technical Officer

Title/Position _____

Organization _____

Address _____

7.4 Particular Management Procedures:

(Mention only those additional management responsibilities not covered under Section IV of the CBR MOU.)

SECTION VIII

**FINANCIAL ARRANGEMENTS
(Show only Contributing Participants)**

8.1 The Participants estimate that the total cost of performance of the work under this CBR PA will not exceed US\$X, CA \$Y and UK£Z.

8.1.2 The CA tasks will not cost more than Y CA\$:

8.1.3 The UK tasks will not cost more than Z UK£:

8.1.4 The US tasks will not cost more than X US\$:

8.2 Cooperative efforts of the Participants over and above the jointly determined tasks detailed in the SCOPE OF WORK and SHARING OF TASKS and FINANCIAL ARRANGEMENTS Sections will be subject to amendment to this CBR PA or signature of a new CBR PA.

8.3 Special Financial Considerations and Provisions:

SECTION IX

SPECIAL PROVISIONS

(Include any special provisions pursuant only to this CBR PA, including special intellectual property rights (as per paragraph 9.9 of the MOU), unique national requirements in contracting (as per paragraph 6.3 of the MOU), Cooperative Project Personnel (as per Section V, Cooperative Project Personnel, of the MOU), etc.)

SECTION X

CONTRACTING

(Include any contracting provisions specific to this CBR PA. For example, if the Contributing Participants under a CBR PA decide that it is necessary for one Contributing Participant to incur contractual or other obligations for the benefit of all Contributing Participants, the Contracting section of the PA should state that the Contributing Participants will pay their equitable share of such obligations, make funds available in such amounts and at such times as may be required by the obligations, or pay any damages and costs that may accrue from the performance of or cancellation of the obligations in advance of the time such payments, damages, or costs are due. If there are no specific contracting provisions specific to this CBR PA, state, "none".)

SECTION XI

LEVEL OF CLASSIFICATION

One of the two following possibilities must be selected:

- a. No Classified Information or Materiel will be exchanged under this CBR PA;
- b. The highest level of Classified Information or Materiel which may be exchanged under this CBR PA is (insert classification).

SECTION XII

PRINCIPAL ORGANIZATIONS INVOLVED

(List the government laboratories, research centers, etc. for the Contributing Participants.)

SECTION XIII

EQUIPMENT AND MATERIAL TRANSFERS (OPTIONAL)

13.1. The loan of the following Equipment and Material is necessary for executing this CBR PA. Equipment and Material is loaned only for the purposes set forth in the OBJECTIVES section of this CBR PA.

13.2 The following Equipment and Material will be transferred by the providing Participant to the receiving Participant under this CBR PA:

(fill in as appropriate)

<u>Providing</u> <u>Participant</u>	<u>Receiving</u> <u>Participant</u>	<u>Quantity</u>	<u>Description</u>	<u>Stock</u> <u>Number</u>	<u>Approx</u> <u>Value</u>	<u>Classification</u> <u>of Item</u>
--	--	-----------------	--------------------	-------------------------------	-------------------------------	---

13.3 Transfer of the Equipment and Material - The providing Participant(s) will transfer the Equipment and Material listed above for the duration of the transfer period specified in paragraph 5.4 unless extended by mutual written consent.

13.4 Equipment and Material Delivery - The providing Participant(s) will make available the Equipment and Material (**specify arrangements**). Custody of the Equipment and Material will pass from the providing Participant(s) to the receiving Participant(s) at the time of receipt of the Equipment and Material. Any further transportation is the responsibility of the receiving Participant(s) unless otherwise specified in this paragraph.

13.5 (Choose one of the following alternatives, or use both if both situations apply.)

Alternative A -- Use when return of Equipment and Material is planned.

"Return of Equipment and Material - Upon expiration or termination of this CBR PA, specified in Section XIV (Entry into Effect, Duration and Termination), (taking into account any approved extension by the providing Participant(s)), the receiving participant(s) will return the Equipment and Material to the providing participant (**specify arrangements**). If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond repair, while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of

loss/destruction/irreparable damage to the providing Participant(s)."

Alternative B -- Use when return of Equipment and Material is not planned due to its consumption during the Activity.

"Consumption of Equipment and Material - It is intended that the receiving Participant(s) will consume the Equipment and Material specified in paragraph 13.2 during the course of the Activity described in paragraph 4.1. If this does occur, the receiving Participant(s) will provide written notice of its consumption to the providing Participant(s). In the event consumption does not occur prior to the end of this CBR PA, specified in Section XIV (Entry into Effect, Duration and Termination), the receiving Participant(s) will return the Equipment and Material to the providing Participant (**specify arrangements**) or will destroy the Equipment and Material (**specify arrangements**). If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond repair prior to its intended consumption while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of loss/destruction/irreparable damage to the providing Participant(s)."

SECTION XIV

ENTRY INTO EFFECT, DURATION AND TERMINATION

This _____ CBR PA will enter into effect upon its signature, and will remain in effect for _____ years unless terminated by the Contributing Participant. It may be extended by written consent of the signatories.

(Signature of this PA will be by the SC members of the Contributing Participant unless otherwise delegated by the SC member.)

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

Signature

Name

Title

Date

Location

SAMPLE CBR PERSONNEL ASSIGNMENT AGREEMENT

TO THE
CA-UK-US
MEMORANDUM OF UNDERSTANDING
FOR THERESEARCH, DEVELOPMENT AND ACQUISITION OF CHEMICAL,
BIOLOGICAL AND RADIOLOGICAL DEFENSE MATERIEL
DATED MM

CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES

I understand and acknowledge that I have been accepted for assignment to **(name and location of organization to which assigned)** pursuant to the Memorandum of Understanding Among the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense on Behalf of the Department of Defense of the United States of America Concerning Research, Development, and Acquisition of Chemical, Biological and Radiological Defense Materiel, signed **mm/dd/yy**. 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 support the **[STATE SPECIFIC CBR Activity]**. There will be no access to Information except as required to perform the duties to which I am assigned, as determined by the authority in charge of that CBR Activity.
2. I will perform only functions which are properly assigned to me. I will not act in any other capacity on behalf of my government.
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 save to the sending Participant except as follows:
 - 3.1 During the period of assignment at the direction of the receiving Participant.
 - 3.2 Subsequent to the period of the assignment on behalf of the sending Participant insofar only as permitted by the provisions of the aforementioned MOU.
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 Cooperative Program Person.
5. I acknowledge that I have been briefed on, understand, and will comply with all applicable security regulations of the receiving Participant.
6. I will immediately report to my designated supervisor by all attempts by unauthorized

personnel to obtain classified, proprietary or Controlled Unclassified Information to which I may have access as a result of this agreement.

(Signature)

(Typed Name)

(Rank/Title)

(Date)

UNDERSTANDING BETWEEN THE SECRETARY OF DEFENSE OF THE UNITED STATES OF AMERICA AND THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND CONCERNING THE APPLICATION OF THE AGREEMENT CONCERNING DEFENCE COOPERATION ARRANGEMENTS OF 27 MAY 1993 TO THE MEMORANDUM OF UNDERSTANDING AMONG THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA, THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA CONCERNING THE RESEARCH, DEVELOPMENT AND ACQUISITION OF CHEMICAL, BIOLOGICAL AND RADIOLOGICAL DEFENSE MATERIAL.

The Secretary of Defense of the United States of America and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland have decided that the Agreement Concerning Defence Cooperation Arrangements of 27 May 1993 signed between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland will apply to the Memorandum of Understanding Among the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense on Behalf of the Department of Defense of the United States of America Concerning the Research, Development and Acquisition of Chemical, Biological and Radiological Defense Material upon entry into effect of the Memorandum of Understanding.

FOR THE SECRETARY OF DEFENSE
ON BEHALF OF THE DEPARTMENT
OF DEFENSE OF THE UNITED
STATES OF AMERICA:

FOR THE SECRETARY OF
STATE FOR DEFENCE OF THE
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND:


SIGNATURE


SIGNATURE

Dolores M. Etter
NAME

G H B JORDAN
NAME

Deputy Director
Defense Research and Engineering
TITLE

DUS(S&T)
TITLE

June 1, 2000
DATE

12th May 2000
DATE

Washington, DC
LOCATION

LONDON
LOCATION

UNDERSTANDING BETWEEN THE SECRETARY OF DEFENSE OF THE UNITED STATES OF AMERICA AND THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA CONCERNING THE APPLICATION OF THE AGREEMENT CONCERNING DEFENCE COOPERATION ARRANGEMENTS OF 19 AUGUST 1994 TO THE MEMORANDUM OF UNDERSTANDING AMONG THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA, THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA CONCERNING THE RESEARCH, DEVELOPMENT AND ACQUISITION OF CHEMICAL, BIOLOGICAL AND RADIOLOGICAL DEFENSE MATERIAL.

The Secretary of Defense of the United States of America and the Department of National Defence of Canada have decided that the Agreement Concerning Defence Cooperation Arrangements of 19 August 1994 signed between the Government of the United States of America and the Government of Canada will apply to the Memorandum of Understanding Among the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and Secretary of Defense on Behalf of the Department of Defense of the United States of America Concerning the Research, Development and Acquisition of Chemical, Biological and Radiological Defense Material upon entry into effect of the Memorandum of Understanding.

FOR THE SECRETARY OF DEFENSE
ON BEHALF OF THE DEPARTMENT OF
DEFENSE OF THE UNITED STATES
OF AMERICA:

FOR THE DEPARTMENT OF
NATIONAL DEFENCE OF CANADA


SIGNATURE


SIGNATURE

Delores M. Etter
NAME

L.J. Leggat
NAME

Deputy Director
Defense Research and Engineering
TITLE

Assistant Deputy Minister
(Science & Technology)
TITLE

June 1, 2000
DATE

10 May 2000
DATE

Washington, DC
LOCATION

Ottawa, Ontario, Canada
LOCATION

AMENDMENT ONE

TO THE

MEMORANDUM OF UNDERSTANDING

AMONG

THE DEPARTMENT OF NATIONAL DEFENCE

OF CANADA

THE

SECRETARY OF STATE FOR DEFENCE

OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

AND

THE SECRETARY OF DEFENSE ON BEHALF OF THE

DEPARTMENT OF DEFENSE

OF THE UNITED STATES OF AMERICA CONCERNING THE

RESEARCH, DEVELOPMENT, AND ACQUISITION OF CHEMICAL, BIOLOGICAL
AND RADIOLOGICAL DEFENSE MATERIEL (SHORT TITLE: CBR MOU)

ADDITION OF THE DEPARTMENT OF DEFENCE OF AUSTRALIA

1. INTRODUCTION

The Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America entered into a Memorandum of Understanding Concerning the Research, Development, and Acquisition of Chemical, Biological and Radiological Defense Materiel (CBR MOU) on June 1, 2000.

Recognizing the continued success of the CBR MOU and the increasing contribution of the Department of Defence of Australia to the CBR defense community;

Reaffirming a mutual interest in defense cooperation; and

Desiring to enhance multinational CBR defense capabilities through expanded cooperation in research, development, and acquisition of chemical, biological, and radiological defense materiel;

The CBR MOU "Participants" have mutually determined, in accordance with SECTION XV (PARTICIPATION OF ADDITIONAL NATIONS), to amend the CBR MOU as follows.

2. AMENDMENT

- 2.1 **Amend the title of the CBR MOU to read as follows:** "MEMORANDUM OF UNDERSTANDING AMONG THE DEPARTMENT OF DEFENCE OF AUSTRALIA, THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA, THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, AND THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA CONCERNING THE RESEARCH, DEVELOPMENT, AND ACQUISITION OF CHEMICAL, BIOLOGICAL AND RADIOLOGICAL DEFENSE MATERIEL (SHORT TITLE: CBR MOU)."
- 2.2 **Amend the INTRODUCTION to read as follows:** "The Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America, hereinafter referred to as the 'Participants': ..."
- 2.3 **Replace the Steering Committee representatives designated in SECTION IV, paragraph 4.3, with the following:**

Australia:	Deputy Chief Defence Scientist, Platform and Human Systems, Defence Science and Technology Organisation
------------	---

Canada: Assistant Deputy Minister (Science and Technology)
(ADM(S&T))

United Kingdom: Director General Strategic Technologies

United States: Assistant to the Secretary of Defense for Nuclear and
Chemical and Biological Defense Programs

2.4 Replace the organizations designated in SECTION IV, paragraph 4.8, as responsible for providing the Program Officers, with the following:

Australia: Defence Science and Technology Organisation

Canada: Defence Research and Development Canada Suffield

United Kingdom: United Kingdom Ministry of Defence

United States: Department of Defense

2.5 Replace the organizations designated in SECTION IV, paragraph 4.11, as responsible for providing the Requirements Officers, with the following:

Australia: Chief, Human Protection and Performance
Division, Defence Science and Technology
Organisation

Canada: Director Nuclear Biological Chemical Defence (DNBCD)

United Kingdom: United Kingdom Ministry of Defence

United States: Department of Defense

2.6 Amend SECTION V, paragraph 5.2, to read as follows: “The NATO Status of Forces Agreement, and for the Department of Defence of Australia, the applicable bilateral agreement or MOU or other arrangement(s), pertaining to rights and privileges of military and civilian personnel while in the country of the receiving Participant, will apply to CBR Activity personnel and their dependants.

2.7 Amend SECTION IX, paragraph 9.10.2, to add the following after “1 January 1971,”: “and, with regard to the Department of Defence of Australia, the applicable bilateral or multilateral agreement or MOU or other arrangement(s), will apply to proprietary Information related to this CBR MOU. The Department of Defence of Australia consents to the insertion of provisions in any Security Instruction under this CBR MOU that are no less stringent than those contained in the NATO Agreement on the Communication of Technical

Information for Defense Purposes, done at Brussels on October 19, 1970, and the Implementing Procedures for the NATO Agreement on the Communication of Technical Information for Defense Purposes, approved by the North Atlantic Council on January 1, 1971. As to the Department of Defence of Australia, in the event of an inconsistency between the Security Instruction and the NATO Agreement, the Security Instruction will prevail.”

- 2.8 **Amend SECTION IX, paragraph 9.15.3, to read as follows:** “A Contributing Participant will not file or cause to be filed any Patent application outside the United States of America, the United Kingdom of Great Britain and Northern Ireland, Canada, or Australia, or publish or cause to be published any such application or Patent thereon anywhere, without the other Contributing Participant’s prior written consent where the application contains either:”
- 2.9 **Amend SECTION IX, paragraph 9.15.4, to add the following at the end of the paragraph:** “and, with regard to Department of Defence of Australia, in accordance with the applicable bilateral or multilateral agreement or MOU or other arrangement(s). The Department of Defence of Australia consents to the insertion of provisions in any Security Instruction under this CBR MOU that are no less stringent than those contained in the NATO Agreement for the Mutual Safeguarding of Secrecy of Inventions Relating to Defence and for Which Applications for Patents Have Been Made, done in Paris on September 21, 1960, and its Implementing Procedures. As to the Department of Defence of Australia, in the event of an inconsistency between the Security Instruction and the NATO Agreement, the Security Instruction will prevail.”
- 2.10 **Amend SECTION X, paragraph 10.1.3 to start to read as follows:** “Each Participant will take all appropriate lawful steps, which may include national classification, . . . ”
- 2.11 **Amend SECTION XII, paragraph 12.1, to add the following:** “and, with regard to the Department of Defence of Australia, than that provided as detailed in the applicable bilateral agreement or MOU or other arrangement(s). The Department of Defence of Australia consents to the insertion of provisions in any Security Instruction under this CBR MOU that are no less stringent than those contained in the document CM(55)15 (Final), “Security within the North Atlantic Treaty Organization,” dated October 1, 1990. As to the Department of Defence of Australia, in the event of an inconsistency between the Security Instruction and the NATO document, the Security Instruction will prevail.”
- 2.12 **Amend SECTION XII, paragraph 12.3, to start to read as follows:** “Each Participant will take all appropriate lawful steps, which may include national classification, . . . ”
- 2.13 **Amend SECTION XII, paragraph 12.3.1, by deleting “UK, CA or US” and inserting “UK, CA, US, or AS.”**

2.14 Amend SECTION XII, paragraph 12.8, by deleting “UK, CA or US” and inserting “UK, CA, US, or AS”.

2.15 Amend SECTION XIV (LIABILITY AND CLAIMS) to read as follows:

“14.1 Subject to multilateral and bilateral treaties, agreements, MOUs, or other arrangement(s) of the Participants concerning liability for claims, when applicable, the following provisions will apply regarding liability arising out of, or in connection with activities carried out in the performance of official duty in the execution of this CBR MOU:

14.1.1 With the exception of claims for loss of or damage to Equipment and Material loaned by one Participant to another Participant, which is addressed in Section VIII (Equipment and Material Transfers and Disposal), each Participant waives all claims against the other Participants for injury to or death of its military or civilian personnel (which do not include Contractors) and for damage to or loss of its property (including its interest in jointly acquired Equipment and Material) caused by such personnel of another Participant. If, however, such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct or gross negligence of a Participant’s personnel, the costs of any liability will be borne by that Participant alone.

14.1.2 Claims from any other persons for injury, death, damage, or loss of any kind caused by one of the Participants’ personnel will be processed by the most appropriate Participant, as determined by the Participants. Any costs determined to be owed the claimant will be borne by the Participants in proportion to their financial and nonfinancial contributions, as specified in the applicable CBR PA, for the work out of which the claim arose. If, however, such liability results from the reckless acts or reckless omissions, willful misconduct or gross negligence of a Participant’s personnel, the costs of any liability will be borne by that Participant alone.

14.2 If a person or entity, other than the Participants (including their personnel), damages jointly acquired Equipment and Material, and the cost of making good such damage is not recoverable from such person or entity, such cost will be borne by the Participants in proportion to their financial and nonfinancial contributions, as specified in Section VI (Financial Provisions), for the work for which the jointly acquired Equipment and Material was obtained.

14.3 Claims arising under any Contract awarded under this CBR MOU will be resolved in accordance with the provisions of that Contract.”

2.16 **Amend APPENDIX A, INTRODUCTION to read as follows:** “This Equipment and Materiel Transfer (E&MT) is entered into pursuant to the Memorandum of Understanding (MOU) among the Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America Concerning the Research, Development, and Acquisition of Chemical, Biological and Radiological Defense Materiel (CBR MOU)...”

2.17 **Amend PAGE ONE of APPENDIX B: “SAMPLE CBR PROJECT ARRANGEMENT” to read as follows:** “Project Arrangement Numbers will be structured as follows: US-CA-UK-AS-XX-NN-nnnn where XX is a U.S. Military Department or Defense Agency designator such as A for Army, D for Department of Defense, N for Navy, AF for Air Force; NN is the calendar year, and nnnn is a sequential number.”

2.18 **Amend APPENDIX B, SECTION I, INTRODUCTION, to read as follows:** “This CBR Project Arrangement (CBR PA) is entered into pursuant to the Memorandum of Understanding among the Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America....”

2.19 **Amend APPENDIX B, SECTION V, SHARING OF TASKS, to read as follows:**

5.1.1 AS will _____.

5.1.2. CA will _____.

5.1.3. The UK will _____.

5.1.4. The US will _____.

5.1.5. AS/CA/UK/US will jointly _____.

2.20 **Amend APPENDIX B, SECTION VII, MANAGEMENT, by inserting a new paragraph 7.4 that reads as follows and renumbering the current paragraph 7.4 to 7.5:**

7.4 AS Technical Officer

Title/Position _____

Organization _____

Address _____

2.21 Amend APPENDIX B, SECTION VIII, FINANCIAL ARRANGEMENTS, paragraph 8.1, to read as follows:

“The Participants estimate that the total cost of performance of the work under this CBR PA will not exceed US\$W, CA\$X, UK£Y, and AS\$Z.

8.1.1 The CA tasks will not cost more than X CA\$:

8.1.2 The UK tasks will not cost more than Y UK£:

8.1.3 The US tasks will not cost more than W US\$:

8.1.4 The AS tasks will not cost more than Z AS\$.”

2.22 Amend APPENDIX C, CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES, to begin: “I understand and acknowledge that I have been accepted for assignment to (name and location of organization to which assigned) pursuant to the Memorandum of Understanding Among the Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense on Behalf of the Department of Defense of the United States of America...”

2.23 All other provisions of the CBR MOU remain unchanged.

3. ACCEPTANCE OF PROVISIONS

By signing this AMENDMENT ONE, the Department of Defence of Australia becomes a Participant and consents to all of the provisions of the CBR MOU.

4. ENTRY INTO EFFECT AND DURATION

This AMENDMENT ONE to the CBR MOU will enter into effect upon signature by all Participants and will remain in effect for the same period as the CBR MOU.

5. SIGNATURES

The foregoing represents the understanding reached among the Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America.

FOR THE DEPARTMENT OF DEFENCE OF AUSTRALIA:

Signature



Name

Dr Roger Lough

Title

Chief Defence Scientist

Date

24 August 2006

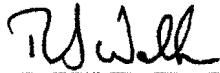
Location

Canberra ACT

5. SIGNATURES

The foregoing represents the understanding reached among the Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America.

FOR THE DEPARTMENT OF NATIONAL DEFENCE OF
CANADA:



Signature

Robert S. Walker

Name

Assistant Deputy Minister (Science and Technology)

Title

25th August 2006

Date


Ottawa, Ontario, Canada

Location

5. SIGNATURES

The foregoing represents the understanding reached among the Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America.

FOR THE SECRETARY OF STATE FOR DEFENCE OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND:



Signature

Mr N BENNETT

Name

Director General Strategic Technologies

Title

24-8-06

Date

London, UK

Location

5. SIGNATURES

The foregoing represents the understanding reached among the Department of Defence of Australia, the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America.

FOR THE SECRETARY OF DEFENSE ON BEHALF OF THE
DEPARTMENT OF DEFENSE OF THE UNITED STATES OF
AMERICA:



Signature

Dr. Arthur T. Hopkins

Name

Acting Assistant to the Secretary of Defense (NCB)

Title

SEP - 8 2006

Date

Washington, DC

Location