

DEFENSE

Research and Development

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

Signed April 28, May 19, May 20, and
June 12, 2008

with

Annexes



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 April 28,
May 19, May 20, and June 12, 2008;
Entered into force June 12, 2008.
With annexes.*

MEMORANDUM OF UNDERSTANDING

AMONG

THE DEPARTMENT OF DEFENCE

OF AUSTRALIA

AND THE

DEPARTMENT OF NATIONAL DEFENCE

OF CANADA

AND THE

SECRETARY OF STATE FOR DEFENCE

OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

AND THE

DEPARTMENT OF DEFENSE

OF THE UNITED STATES OF AMERICA

FOR THE

RESEARCH, DEVELOPMENT, TEST AND EVALUATION OF OVERHEAD NON-IMAGING INFRARED
DATA EXPLOITATION TOOLS AND TECHNIQUES

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INTRODUCTION

The Department of Defence of Australia (AS), the Department of National Defence of Canada (CA), the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (UK), and the Department of Defense of the United States of America (U.S.), hereinafter referred to as the "Participants";

Having a common interest in defense;

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

Recognizing and invoking the Exchange of Notes constituting an Agreement between the Government of the United States of America and the Government of Australia Concerning Certain Mutual Defence Commitments, dated December 1, 1995 (Chapeau Agreement), as may be amended;

Recognizing and invoking the Exchange of Notes constituting an Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland Concerning Defence Cooperation Arrangements, dated May 27, 1993, as may be amended;

Recognizing and invoking the Agreement between the Government of the United States of America and the Government of Canada Concerning Certain Mutual Defense Commitments, dated August 19, 1994;

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

Desiring to further accomplishments achieved under existing agreements and arrangements relating to Overhead Non-imaging Infrared (ONIR) sensors and related ground stations, and without prejudice to any such relationship;

Seeking to make the best use of their respective research and development capacities, avoid unnecessary duplication of work, and obtain the most efficient and cost-effective results through cooperation;

Having independently conducted research, development, experiments and other testing of the applications of various technologies, and recognizing the benefits of cooperation for

the development of data exploitation tools and techniques for ONIR sensors and other air and space detection systems; and

Having a mutual need for the development of data exploitation tools and techniques for ONIR sensors in a multi-source intelligence, surveillance, and reconnaissance environment, and with a view toward future arrangements that satisfy common operational requirements;

Have reached the following understandings:

SECTION 1

DEFINITIONS

The Participants have jointly decided upon the following definitions of terms used in this Memorandum of Understanding (MOU):

Background Information	Information not generated in the performance of a particular Project.
Classified Information	Official Information or material that requires protection in the interests of national security and is so designated by the application of a national security classification. This Information and material may be in oral, visual, magnetic, or documentary form or in the form of equipment or technology, and includes Information that may be subject to Intellectual Property rights.
Contract	Any mutually binding legal relationship under national laws that obligates a Contractor to furnish supplies or services, and obligates one or more Participants to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the governmental organizations of the Participants. Contracting includes a 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 governmental organization of a Participant that has authority to enter into, administer, and terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Participant who has the authority to enter into, administer, and terminate Contracts.

Contractor	Any entity awarded a Contract under a Project by a Participant's Contracting Agency.
Contractor Support Personnel	Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Participant under a support Contract.
Controlled Unclassified Information	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. It includes Information that has been declassified but remains controlled.
Cooperative Project Personnel (CPP)	Military members or civilian employees of a Participant assigned to the facilities of another Participant who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning, or other functions in furtherance of a Project.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of any Participant.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this MOU.
Financial Costs	Project costs met with monetary contributions.
Foreground Information	Information generated in the performance of a particular Project.
Host Participant	The Participant that receives CPP of another Participant.
Information	Knowledge that can be communicated by any means, regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including

photographs, reports, manuals, threat data, experimental data, test data, computer software (which includes source code and object code), designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to Intellectual Property rights.

Intellectual
Property

In accordance with the World Trade Organization Agreement on Trade-related Aspects of Intellectual Property Rights of April 15, 1994, all copyright and related rights, all rights in relation to inventions (including Patent rights), all rights in registered and unregistered trademarks (including service marks), registered and unregistered designs, undisclosed Information (including trade secrets and know-how), layout designs of integrated circuits, geographical indications, and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields.

Non-financial Costs Project costs met with non-monetary contributions.

Overhead Non-imaging Infrared (ONIR) Data Data addressing the emission/reflection of radiant energy in the infrared spectral region as derived from space-based platforms and characterized by persistent surveillance and low spatial resolution. In this context, ONIR data also include the emission/reflectance of radiant energy in the visible and near-infrared spectral regions.

Parent Participant The Participant that sends CPP to the facilities in the nation of another Participant.

Participant A signatory to this MOU represented by its military or civilian personnel. Contractors

and Contractor Support Personnel will not be authorized to make binding decisions for, or otherwise act as agents of, a Participant under the MOU.

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.
Project	Specific collaborative activity that is described in a Project Arrangement to this MOU or an activity under this MOU.
Project Arrangement (PA)	An individually negotiated implementing arrangement in the format at Annex A (Sample Project Arrangement) to this MOU, concluded after this MOU has entered into effect, which specifically details the arrangements for collaboration on a specific Project between two or more Participants.
PA Participant	A signatory to a PA concluded pursuant to this MOU.
Project Equipment	Any material, equipment, end item, subsystem, component, special tooling, or test equipment that is either owned by one Participant and provided for use in a Project, or is jointly acquired by more than one Participant for use in a Project.
Project Information	Any Information provided to, generated in, or used in a Project pursuant to this MOU regardless of its form or type.
Project Invention	Any invention or discovery formulated or made (conceived or "first actually reduced to practice") in the course of work performed under a Project. 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.

Prospective
Contractor

Any entity that seeks to enter into a Contract to be awarded by a Participant's Contracting Agency and that, in the case of a solicitation involving the release of export-controlled Information, is eligible to receive such Information.

Third Party

A government other than the government of a Participant and any person or other entity whose government is not the government of a Participant to this MOU.

SECTION 2

OBJECTIVE

2.1. The objective of this MOU is to define and establish the general principles that will apply to the initiation, conduct, and management of Projects established by separate Project Arrangements (PAs) entered into by at least two of the Participants of this MOU.

2.2. The provisions of this MOU will be incorporated by reference in each PA. Detailed provisions of each PA will be consistent with this MOU and will identify the Participants in a Project, and may include provisions concerning the objectives, scope of work, management structure, sharing of tasks, financial arrangements, including cost shares, contractual arrangements, work shares, security classification, responsibilities of the Participants, and other provisions as required, in accordance with the format attached as Annex A (Sample Project Arrangement) to this MOU. In the event of a conflict between the provisions of this MOU and of a PA under this MOU, the provisions of the MOU will prevail.

SECTION 3

SCOPE OF WORK

3.1. The overall work under this MOU encompasses:

3.1.1. Cooperative development and demonstration of tactics, tools, techniques, procedures and concepts of operation for ONIR Data exploitation and data fusion for producing Information products in a multi-source intelligence, surveillance, and reconnaissance environment.

3.1.2. Collaboration on applied research, advanced technology development, concept exploration, and program definition and risk reduction of ONIR and other related air, space, and ground collection systems' exploitation technologies in a multi-source intelligence, surveillance, and reconnaissance environment. This includes jointly developing and evaluating models, simulations, technology demonstrators, and system prototypes.

3.1.3. Cooperation on the development and execution of tests, trials, and demonstrations of exploitation tools and techniques for data from ONIR and other related air, space, and ground collection systems in a multi-source intelligence, surveillance, and reconnaissance environment.

3.2. Exchange of Project Information and the loan of Project Equipment specifically for the purpose of evaluation and harmonization of the Participants' respective ONIR and other related air and space detection systems, and for formulating, developing and negotiating PAs, is permitted under this MOU. Exchange of Project Information and the loan of Project Equipment under this MOU include establishment of working groups to explore, study, and report on specific research and development issues of interest to representatives of at least two of the Participants relating to data from ONIR in a multi-source intelligence, surveillance, and reconnaissance environment for such purposes.

3.3. This MOU does not supersede existing agreements or arrangements, nor does it preclude the Participants from entering into any other agreements or arrangements in the area of research and development on basic, exploratory, and advanced technology. This MOU is specifically designed to complement

existing agreements and arrangements, particularly those related to ONIR research and development.

SECTION 4

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

4.1. The MOU and any Project thereunder will be directed and administered on behalf of the Participants by an organization consisting of an ONIR Data Exploitation Tools and Techniques (DETT) Steering Committee (ONIR DETT SC) and Project Officers (ONIR DETT POs) for each PA. The ONIR DETT SC will have overall authority over this MOU and will have primary responsibility for effective implementation, efficient management, and direction of a Project in accordance with this MOU. The ONIR DETT SC, or its designated representatives, will meet as mutually determined to execute its responsibilities pursuant to this MOU. The Participants will maintain and fund their own organizations for managing this MOU.

4.2. The ONIR DETT SC will consist of a senior representative designated by each Participant. Each Participant will pay its own costs of attending ONIR DETT SC meetings. Each meeting of the ONIR DETT SC will be chaired by the representative of the Participant hosting the meeting. The Participant hosting the meeting will provide secretarial support for the ONIR DETT SC meeting at its own expense. The responsibility for hosting ONIR DETT SC meetings will alternate among the Participants, unless otherwise mutually determined by the ONIR DETT SC. Decisions will be made unanimously by the ONIR DETT SC relating to the MOU and Projects in which all MOU Participants are participating. With respect to Projects not involving all MOU Participants, the non-participating Participant's ONIR DETT SC representative may participate in ONIR DETT SC meetings as a non-voting adviser. In the event that the ONIR DETT SC is unable to reach a timely decision on an issue, each ONIR DETT SC representative will refer the issue to his or her higher authority for resolution. The ONIR DETT SC will be responsible for:

4.2.1. Exercising executive-level oversight of this MOU.

4.2.2. Monitoring overall use and effectiveness of this MOU.

4.2.3. Proposing, reviewing, and forwarding to the Participants for approval draft PAs and their annexes in

accordance with this MOU and the Participants' respective national policies and procedures.

4.2.4. Establishing an appropriate management structure for each PA consistent with its scope.

4.2.5. Providing policy and management direction to the ONIR DETT POs designated in each PA.

4.2.6. Deciding issues brought forth by the ONIR DETT POs.

4.2.7. Reviewing and endorsing the loan of Project Equipment under this MOU in accordance with Section 7 (Project Equipment) of this MOU and Annex B (List of Project Equipment Loaned under this MOU) to this MOU.

4.2.8. Approving plans for the disposal of jointly acquired Project Equipment in accordance with Section 7 (Project Equipment) of this MOU.

4.2.9. Maintaining oversight of the security aspects of Projects, including reviewing and obtaining approval from the appropriate Designated Security Authority (DSA) of a Project Security Instruction (PSI) and a Classification Guide (CG) prior to the transfer of Classified Information or Controlled Unclassified Information under the MOU.

4.2.10. Reviewing the annual status report submitted by the ONIR DETT POs.

4.2.11. Monitoring Third Party sales and transfers authorized in accordance with Section 12 (Third Party Sales and Transfers) of this MOU.

4.2.12. Approving Financial Management and Procedures Documents (FMPD) for PAs, if such documents are required as provided in a PA.

4.2.13. Approving the establishment of Working Groups, as appropriate.

4.2.14. Employing its best efforts to resolve, in consultation with the export control authorities of the Participants concerned, any export control issues raised by the ONIR DETT POs in accordance with subparagraph

4.3.15. of this Section, or raised by a Participant's ONIR DETT SC representative.

4.2.15. If a Participant finds it necessary to exercise a restriction on the retransfer of export-controlled Information as set out in subparagraph 8.1.2. of Section 8 (Disclosure and Use of Project Information) of this MOU, it will promptly inform the other Participants. If a restriction is then exercised and an affected Participant objects, that Participant's ONIR DETT SC representative will promptly notify the other Participants' ONIR DETT SC representatives and they will immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects.

4.3. PAs under this MOU will be directed and administered by the ONIR DETT POs. The ONIR DETT POs will be identified in the PA and will be responsible for:

4.3.1. Executing and managing the cost, schedule, performance requirements, technical, security, and financial aspects of the PA.

4.3.2. Developing and submitting any required changes to an approved PA or its annex(es) to the ONIR DETT SC for approval.

4.3.3. Executing the financial aspects of the PA in accordance with Section 5 (Financial Provisions) of this MOU.

4.3.4. Referring issues to the ONIR DETT SC that cannot be resolved by the ONIR DETT POs.

4.3.5. Consistent with the objectives and scope of this MOU, developing and recommending to the ONIR DETT SC, amendments to this MOU, PAs under this MOU, and any respective annexes thereto.

4.3.6. Managing and controlling the transfer of Project Equipment.

4.3.7. Developing a plan to dispose jointly acquired Project Equipment in accordance with paragraph 7.10. of this MOU.

4.3.8. Implementing the ONIR DETT SC approved plan to dispose of Project Equipment.

4.3.9. Developing and maintaining a list of Project Equipment for use in a PA.

4.3.10. Developing, validating, and forwarding to the ONIR DETT SC, a PSI and CG as required under this MOU.

4.3.11. Appointing a Project security officer, if required.

4.3.12. Developing an FMPD, if required by the PA.

4.3.13. Providing an annual status report to the ONIR DETT SC, and other such reports as directed by the ONIR DETT SC.

4.3.14. Forwarding to the ONIR DETT SC recommendations concerning the participation of another Participant to a PA in accordance with Section 14 (Participation of Additional Nations) and Section 17 (General Provisions) of this MOU.

4.3.15. Monitoring export control arrangements required to implement this MOU and, if applicable, referring immediately to the ONIR DETT SC any export control issues that could adversely affect the implementation of this MOU.

4.3.16. Carrying out any additional responsibilities set out in a PA.

4.4. The Participants, in the performance of work under an individual PA, may elect to place Cooperative Project Personnel (CPP) in the facilities of another Participant. The provisions concerning CPP assigned to another Participant's facilities are set out in paragraph 5.5. Section 5 (Financial Provisions) of this MOU and Annex C (Cooperative Project Personnel) to this MOU.

SECTION 5

FINANCIAL PROVISIONS

5.1. Each Participant will contribute its equitable share of the full Financial Costs and Non-financial Costs incurred in

performing, managing, and administering its responsibilities as set out in each PA pursuant to this MOU. Such costs include overhead costs, administrative costs, and costs of claims. Each PA Participant will receive an equitable share of the results of a PA, which will be the complete results of a PA unless a different arrangement is determined in advance and included in the PA. The tasks to be performed by each Participant will be mutually determined and set out in each PA. The assignment of tasks will represent an equitable sharing, as mutually determined by the Participants to the PA, of the costs of work to be performed under each PA.

5.2. This MOU in and of itself creates no financial or non-financial responsibilities regarding individual PAs; however, detailed description of the financial arrangements for a specific Project, including, at a minimum, the Financial Costs and Non-financial Costs of a Project and each Participant's share, will be mutually determined by the Participants to the PA and will be contained in each PA.

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

5.4. Each Participant will bear the full Financial Costs and Non-financial Costs it incurs for performing, managing, and administering its activities under this MOU and participation in each PA. All such costs will be included as part of each Participant's contributions to a Project. These costs include financial and non-financial contributions (for example, salaries, travel, and per diem costs for its Project personnel), as well as their share of the cost of any Contract. Both financial and non-financial contributions will be detailed in the PA.

5.5. The Participants will bear costs related to the assignment of CPP as follows:

5.5.1. The Host Participant will bear the following costs:

5.5.1.1. All temporary duty costs, including travel and per diem costs in connection with the performance of any duty carried out pursuant to a Project requirement.

5.5.1.2. Costs including, but not limited to, CPP assignment-related administrative and support services at

the Host Participant's facilities, such as office space, security services, information technology services, communications services, supplies, and CPP related training.

5.5.2. The Parent Participant will bear all other costs of the CPP including, but not limited to, the following costs:

5.5.2.1. All pay and allowances of CPP.

5.5.2.2. Transportation of CPP, CPP dependents, and their personal property to the territory of the Host Participant prior to commencement of the CPP assignment, and return transportation of the foregoing from this location upon completion or termination of the CPP assignment.

5.5.2.3. Compensation for loss of, or damage to, the personal property of CPP or CPP's dependents, subject to the laws and regulations of the Parent Participant.

5.5.2.4. Preparation and shipment of remains in the event of the death of CPP or CPP dependents.

5.6. The following costs will be borne entirely by the Participant incurring the costs or on whose behalf the costs are incurred:

5.6.1. Costs associated with any unique national requirements identified by a Participant.

5.6.2. Any other costs outside the scope of this MOU or a PA to which the Participant is a signatory.

5.7. A Participant will promptly notify the other Participant(s) if available funds are not adequate to fulfill its responsibilities under this MOU. If a Participant notifies the other Participant(s) that it is terminating or reducing its funding, the concerned Participants will immediately consult with a view toward continuation on a modified basis. In the event that an understanding to continue on a modified basis cannot be reached by the concerned Participants, Section 17 (General Provisions) of this MOU and/or the applicable PA provisions concerning withdrawal or termination will apply.

5.8. The Participants may determine that it is necessary for one Participant, consistent with its national laws and regulations, to incur contractual obligations for the benefit of one or more of the Participants. When so determined, in the event one Participant incurs such contractual obligations for the benefit of one or more of the other Participants, each Participant will pay its equitable share of such contractual obligations. Each Participant, on whose behalf the contract was let, will make funds available in such amounts and at such times as may be required by the contractual obligations, and will pay its equitable share, as mutually determined among themselves, of damages and costs that may accrue from the performance of or cancellation of, the contractual obligation in advance of the time such payments, damages, or costs are due. Prior to contract cancellation, amendment or variance, the contracting Participant will consult with the PA Participants concerning the way forward.

5.8.1. For each PA, the ONIR DETT POs will be responsible for establishing the detailed financial management procedures under which a Project will operate. These procedures may be detailed in a FMPD proposed by the ONIR DETT POs and subject to the approval of the ONIR DETT SC as appropriate.

5.8.2. Each Participant will provide funds for each Project in accordance with the estimated schedule of financial contributions as mutually determined by the Participants to the PA.

5.9. Each Participant will be responsible for internal review and audit of Project activities carried out by it and its Contractors in accordance with its own national practices.

5.10. For PAs where funds are transferred between Participants, the Participant receiving the funds will be responsible for the internal audit regarding administration of those funds in accordance with its national practices. Audit reports of such funds will be promptly made available to the funding Participant(s).

SECTION 6

CONTRACTING PROVISIONS

6.1. If any Participant determines that Contracting is necessary to fulfill its responsibilities under Section 3 (Scope

of Work) of this MOU, it will contract in accordance with its national laws, regulations, and procedures with such waivers and deviations as are necessary to implement the provisions of this MOU.

6.2. When one Participant individually contracts on its own behalf to perform a task under this MOU or a PA, 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.

6.3. Each Participant will legally bind its Contractors to a requirement that the Contractor will not retransfer or otherwise use export-controlled Information furnished by another Participant for any purpose other than the purposes authorized under this MOU. The Contractor will also be legally bound not to retransfer the export-controlled Information to another Contractor or subcontractor unless that Contractor or subcontractor has been legally bound to limit use of the Information to the purposes authorized under this MOU. Export-controlled Information furnished by one Participant under this MOU may only be retransferred by another Participant to its Contractors if the legal arrangements required by this paragraph have been established.

6.4. Each Participant will legally bind its Prospective Contractors to a requirement that the Prospective Contractor will not retransfer or otherwise use export-controlled Information furnished by another Participant for any purpose other than responding to a solicitation issued in furtherance of the purposes authorized under this MOU. Prospective Contractors will not be authorized use for any other purpose if they are not awarded a Contract. The Prospective Contractors will also be legally bound not to retransfer the export-controlled Information to a prospective subcontractor unless that prospective subcontractor has been legally bound to limit use of the export-controlled Information for the purpose of responding to the solicitation. Export-controlled Information furnished by one Participant under this MOU may only be retransferred by another Participant to its Prospective Contractors if the legal arrangements required by this paragraph have been established. Upon request by the furnishing Participant, the receiving Participant will identify its Prospective Contractors and prospective subcontractors receiving such export-controlled Information.

6.5. For all Contracting activities performed by any Participant under a Project, on behalf of one or more of the other Participants, the ONIR DETT POs will, upon request, be provided a copy of all statements of work prior to the development of solicitations to ensure they are consistent with the provisions of this MOU.

6.6. The ONIR DETT POs may make use of a Participant's Contracting Agency in the event that Contracting on behalf of one or more of the other Participants is required to implement a PA. The Contracting Agency so used will place Contracts in accordance with its national laws, regulations, and procedures. Sources from all Participants' industries will be allowed to compete on an equal basis for such Contracts. The Contracting Participant's Contracting Officer will be the exclusive source for providing contractual direction and instructions to the Contractors. The ONIR DETT POs will be responsible for the coordination of activities relating to a PA 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 keep the ONIR DETT POs informed of all financial arrangements with Contractors.

6.7. 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 7 (Project Equipment), Section 8 (Disclosure and Use of Project Information), Section 9 (Controlled Unclassified Information), Section 11 (Security), Section 12 (Third Party Sales and Transfers), and Section 17 (General Provisions), including the export control provisions in accordance with this MOU, in particular paragraphs 6.3. and 6.4 of this Section. Each Participant's Contracting Agency will negotiate to obtain the rights to use and disclose Project Information required by Section 8 (Disclosure and Use of Project Information) of this MOU. During the Contracting process, each Participant will also advise Prospective Contractors of their responsibility to notify their respective Participant's Contracting Agency immediately, before Contract award, if they are subject to any license or agreement that will restrict their government's freedom to disclose Information or permit its use, and to employ their best efforts not to enter into any new agreement or arrangement that will result in restrictions.

6.8. In the event a Participant's Contracting Agency is unable to secure adequate rights to use and disclose Project Information as required by Section 8 (Disclosure and Use of

Project Information) of this MOU, or is notified by Contractors or Prospective Contractors of any restrictions on the disclosure and use of Project Information, that Participant's PO will notify the other Participant's(s') PO(s) of the restriction(s). The ONIR DETT POs will immediately determine whether this matter will be referred to the ONIR DETT SC for consideration of the consequences and resolution of the way ahead.

6.9. Each PO will promptly advise the other ONIR DETT POs and the ONIR DETT SC of any anticipated or actual cost growth, schedule changes, delay, or performance problems of any Contractor for which its Contracting Agency is responsible.

6.10. Upon mutual consent, consistent with Section 2 (Objectives) of this MOU, a Participant may contract for the unique national requirements of another Participant.

6.11. No requirement will be imposed by any Participant for work sharing or other industrial or commercial compensation in connection with any PA that is not in accordance with this MOU.

SECTION 7

PROJECT EQUIPMENT

7.1. Each Participant may loan without charge to the other Participants(s) such Project Equipment identified as being necessary for implementing this MOU or individual PAs. A list of all Project Equipment loaned under this MOU will be developed by the ONIR DETT POs in the format set out at Annex B (List of Project Equipment Loaned under the MOU) to this MOU and maintained by the ONIR DETT SC. A PA will provide a list of specific details of any loan of Project Equipment for the specific PA. Project Equipment identified at the time of the PA signature will be detailed in the PA as set out in Annex A (Sample Project Arrangement) to this MOU. Project Equipment that cannot be identified at the time of PA signature will be documented in a list to be developed and maintained by the ONIR DETT POs in the format at Annex B to this MOU. Approval for all loans will be in accordance with national procedures.

7.2. The providing Participant will furnish the Project Equipment in a serviceable and operable condition according to the intended purpose stated in the PA. However, the providing Participant gives no assurance of fitness of the Project Equipment for a particular purpose or use, and makes no

commitment to alter, improve, or adapt the Project Equipment or any part thereof.

7.3. The receiving Participant(s) will maintain any such Project Equipment in good order, repair, and operable condition. Unless the providing Participant has authorized the Project Equipment to be expended or otherwise consumed without reimbursement to the providing Participant, the receiving Participant(s) will return the Project Equipment to the providing Participant in as good condition as received, normal wear and tear excepted, or return the Project Equipment and pay the cost to restore it. If the Project Equipment is damaged beyond economical repair, the receiving Participant(s) will return the Project Equipment to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay its replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. If the Project Equipment is lost while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of loss to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. If known at the time of entry into effect, the replacement value of the Project Equipment will be specified in the Project Equipment list.

7.4. The providing Participant will deliver the Project Equipment at its expense to the receiving Participant(s) at a mutually determined location(s). Possession of, and responsibility for, the Project Equipment will pass from the providing Participant to the receiving Participant(s) at the time of receipt of the Project Equipment. Any further transportation is the responsibility of the receiving Participant(s).

7.5. The providing Participant will furnish the receiving Participant such Information as is necessary to enable the Project Equipment to be used. If the Participants mutually determine that specific training is required for use of the Project Equipment, they will mutually determine the conditions for the provision of such training.

7.6. All Project Equipment and Information relating to the use of Project Equipment that is transferred will be used by the receiving Participant(s) only for the purposes of carrying out this MOU or individual PAs, unless otherwise consented to in writing by the providing Participant. In addition, in

accordance with Section 11 (Security) and Section 12 (Third Party Sales and Transfers) of this MOU, Project Equipment will not be re-transferred without the prior written consent of the providing Participant.

7.7. Project Equipment will remain the property of the providing Participant. The providing Participant will provide the Project Equipment for the mutually determined loan period identified in the appropriate Project Equipment list. The loan period may be extended by the written mutual consent of the Participants concerned, provided that the duration does not exceed the effective period of either the MOU or the relevant PA. The receiving Participant will return Project Equipment to the providing Participant prior to the termination or expiration of either the MOU or relevant PA, or prior to the withdrawal of either Participant from the MOU or the relevant PA.

7.8. Upon expiration or termination of the loan period (taking into account any mutually determined extension), the receiving Participant will return the Project Equipment, at its expense, to the providing Participant at the mutually determined location.

7.9. The Participants will ensure, by all reasonable means, the protection of Intellectual Property rights in Project Equipment.

7.10. Project Equipment that is jointly acquired is subject to the following provisions unless otherwise mutually determined by the Participants concerned:

7.10.1. Any Project Equipment jointly acquired by the Participants for use under a PA pursuant this MOU will be disposed of as mutually determined by those Participants during the applicable Project or when the Project ends as mutually determined by the Participants involved.

7.10.2. Jointly acquired Project Equipment will remain the property of the acquiring Participants in the same ratio as costs (Financial Costs and Non-financial Costs) are shared in the PA under which it is jointly acquired.

7.10.3. The Participant(s) that have custody of the jointly acquired Project Equipment will maintain such jointly acquired Project Equipment in good order, repair, and operable condition, normal wear and tear excepted, unless the Participants have mutually determined that it is

expended or otherwise consumed by the Participant(s) in connection with the Project.

7.10.4. If jointly acquired Project Equipment is damaged or lost while in the custody of a Participant, the provisions of paragraph 7.3. of this Section will apply.

7.10.5. Where a person or entity, other than the Participants (including their personnel), damages jointly acquired Project Equipment, and the cost of making good such damage to the Project Equipment is not recoverable from such person or entity, the Participants will share such costs in the same ratios as their financial contributions pursuant to the applicable PA.

7.10.6. Disposal of jointly acquired equipment may include a transfer of the interest of one Participant in such Project Equipment to the other Participant(s), or the sale or transfer of such equipment to a Third Party in accordance with Section 11 (Security) and Section 12 (Third Party Sales and Transfers) of this MOU. The Participants will share the consideration from jointly acquired Project Equipment transferred or sold in the same ratio as costs (Financial Costs and Non-financial Costs) are shared under the PA for the purposes of which the equipment was acquired.

SECTION 8

DISCLOSURE AND USE OF PROJECT INFORMATION

8.1. General

8.1.1. The Participants recognize that successful collaboration depends on full and prompt exchange of Information necessary for carrying out this MOU and each PA. Information may be exchanged under this MOU in relation to the use of Project Equipment loaned under the MOU in accordance with paragraph 7.1. of Section 7 (Project Equipment) of this MOU or for the purpose of establishing a PA to carry out specific collaborative activity. The nature and amount of Project Information to be acquired will be consistent with this MOU and any applicable PA. Subject to the rights of use in Information the Participants are accorded under this MOU, title to Foreground Information generated by a Participant or its Contractor will reside in that Participant and/or its Contractors, in accordance with that Participant's

national laws, regulations, and policies. Nothing in this MOU will affect title to Background Information of the Participants or their Contractors.

8.1.2. Transfer of Project Information will be consistent with the furnishing Participant's applicable export control laws and regulations. Unless otherwise restricted by duly authorized officials of the furnishing Participant at the time of transfer to another Participant, all export-controlled Information furnished by that Participant to another Participant may be retransferred to the other Participant's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors, subject to the requirements of paragraphs 6.7. and 6.8. of Section 6 (Contracting Provisions) of this MOU. Export-controlled Information may be furnished by Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of one Participant's nation to the Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of another Participant's nation pursuant to this MOU subject to the conditions established in licenses or other approvals issued by the Government of the former Participant in accordance with its applicable export control laws and regulations.

8.1.3. Notwithstanding the provisions of this MOU that relate to the protection of Information, particularly Section 8 (Disclosure and Use of Project Information), Section 9 (Controlled Unclassified Information), Section 11 (Security), Section 12 (Third Party Sales and Transfers), and this Section, the specific export control provisions set out in Section 6 (Contracting Provisions) and this Section will not apply to transfers of Information amongst non-U.S. Participants when such exchanges do not include U.S. export-controlled Information.

8.1.4. A Participant that is not a PA Participant will be considered a Third Party for purposes of that PA, and any disclosures will be in accordance with Section 12 (Third Party Sales and Transfers) of this MOU.

8.2. Government Project Foreground Information

8.2.1. Disclosure: Subject to subparagraph 8.1.2., Government Project Foreground Information generated in

whole or in part by a Participant's military or civilian employees will be disclosed without charge to the other Participant(s). Nothing in this MOU will affect title to Government Project Foreground Information of the Participants.

8.2.2. Use: Subject to subparagraph 8.1.2. of this Section, each Participant may use or have used on its behalf all Government Project Foreground Information without charge for its Defense Purposes. The Participant generating Government Project Foreground Information will also retain its rights of use thereto. Irrespective of purpose, any sale or other transfer to a Third Party will be subject to the provisions of Section 11 (Security) and Section 12 (Third Party Sales and Transfers) of this MOU.

8.3. Government Project Background Information

8.3.1. Disclosure: Subject to subparagraph 8.1.2. of this Section, each Participant, upon request, will disclose to the other Participant(s) for the purposes of a Project, any relevant Government Project Background Information generated in whole or part by its military or civilian employees, provided that:

8.3.1.1. such Government Project Background Information is necessary to or useful in the Project, with the Participant in possession of the Information determining whether it is "necessary to" or "useful in" the Project;

8.3.1.2. such Government Project Background Information may be made available without incurring liability to holders of Intellectual Property rights; and

8.3.1.3. disclosure is consistent with national disclosure policies and regulations of the furnishing Participant.

8.3.2. Use: Subject to subparagraph 8.1.2. of this Section, Government Project Background Information disclosed by one Participant to another may be used without charge by the other Participant(s) only for the purposes of a Project; however, the furnishing Participant will retain all its rights with respect to such Government Project Background Information. Where the use of

Government Project Background Information is necessary to enable the use of Project Foreground Information, such Government Project Background Information may be used without charge for Defense Purposes, unless the provisions of the applicable PA limit such use of the Government Project Background Information.

8.4. Contractor Project Foreground Information

8.4.1. Disclosure: Subject to subparagraph 8.1.2 of this Section, Contractor Project Foreground Information generated and delivered by Contractors will be disclosed without charge to the other Participant(s). Nothing in this MOU will affect title to Contractor Project Foreground Information of the Participants.

8.4.2. Use: Subject to subparagraph 8.1.2. of this Section, each Participant may use or have used on its behalf without charge for its Defense Purposes all Contractor Project Foreground Information generated and delivered by Contractors of the other Participant(s). The Participant whose Contractors generate and deliver Contractor Project Foreground Information will also retain rights of use thereto in accordance with the applicable Contract(s). Irrespective of purpose, any sale or other transfer to a Third Party of Contractor Project Foreground Information will be subject to the provisions of Section 11 (Security) and Section 12 (Third Party Sales and Transfers) of this MOU.

8.5. Contractor Project Background Information

8.5.1. Disclosure: Subject to subparagraph 8.1.2. of this Section, any Contractor Project Background Information (including Information subject to Intellectual Property rights) generated and delivered by Contractors will be made available to the other Participant(s) provided the following provisions are met:

8.5.1.1. such Contractor Project Background Information is necessary to or useful in the Project, with the Participant in possession of the Information determining whether it is "necessary to" or "useful in" the Project;

8.5.1.2. such Contractor Project Background Information may be made available without incurring liability to holders of Intellectual Property rights;

8.5.1.3. disclosure is consistent with national disclosure policies and regulations of the furnishing Participant; and

8.5.1.4. any disclosure or transfer of such Contractor Project Background Information to Contractors is consistent with the furnishing Participant's respective export control laws and regulations.

8.5.2. Use: Subject to subparagraph 8.1.2. of this Section, Contractor Project Background Information furnished by one Participant's Contractors and disclosed to the other Participant(s) may be used without charge by the other Participant(s) only for the purposes of a Project, and may be subject to further restrictions by holders of Intellectual Property rights; however, the furnishing Participant will retain its rights with respect to such Contractor Project Background Information. Where the use of Contractor Project Background Information is necessary to enable the use of Project Foreground Information, such Contractor Project Background Information may be used without charge for Defense Purposes when the provisions of the applicable PA permit such use of the Contractor Project Background Information.

8.6. Alternative Uses of Project Information

8.6.1. Any Project Background Information provided by one Participant will be used by the other Participant(s) only for the purposes set out in this MOU, unless otherwise consented to in writing by the providing Participant.

8.6.2. The prior written consent of the participating Participant(s) will be required for the use of Project Foreground Information for purposes other than those provided for in this MOU.

8.7. All Project Information subject to Intellectual Property rights will be identified and marked. When unclassified, it will be handled as Section 9 (Controlled Unclassified Information) of this MOU and where classified, it will be

subject to the provisions of Section 11 (Security) of this MOU.

8.8. Patents

8.8.1. Unless otherwise mutually determined by the Participants, title to a Project Invention, or the right to receive title to a Project Invention, will reside with the Participant originating the Project Invention. For Project Inventions that result from joint ventures, title to a Project Invention, or the right to receive title to a Project Invention will be mutually determined by the Participants.

8.8.2. Each Participant will include in its Contracts a provision governing the disposition of rights in regard to Project Inventions and patent rights relating thereto, which either--

8.8.2.1. Provides that the Participant will hold title to all Project Inventions together with the right to make patent application for the same, free of encumbrance from the Contractor; or

8.8.2.2. Provides that the Contractor will hold title (or may elect to retain title) for Project Inventions together with the right to make patent applications for the same, while securing for the Participant rights in compliance with the provisions of subparagraph 8.8.4 of this Section.

8.8.3. In the event that a Participant owns title to a Project Invention, or has the right to receive title to a Project Invention, that Participant will consult with the other Participant(s) regarding the filing of a Patent application for such Project Invention or the public disclosure of such Project Invention. Such consultation is to take place prior to the relevant action.

8.8.3.1. The Participant that has or receives title to such Project Invention will, in other countries, file, cause to be filed, or provide the other Participant(s) with the opportunity to file on behalf of the Participant holding title, or its Contractors, as appropriate, Patent applications covering that Project Invention. If a Participant having filed or caused to be filed a Patent application decides to

stop prosecution of the application, that Participant will notify the other Participant(s) of that decision and permit the other Participant(s) to continue the prosecution.

8.8.3.2. The other Participant(s) will be furnished, at the time of filing or a reasonable time thereafter, with copies of such Patent applications filed and Patents granted with regard to Project Inventions.

8.8.4. Where a Participant owns or has the right to receive title to a Project Invention, or its Contractor holds title or elects to retain title to a Project Invention, the Participant or its Contractor will grant to the other Participant(s) a non-exclusive, irrevocable, royalty-free license to practice or have practiced, by or on behalf of the Participant, any such Project Invention throughout the world for Defense Purposes.

8.8.5. In the event that it is not clear which Participant owns title to a Project Invention, the Participants will consult and determine which Participant has title.

8.8.6. Patent applications to be filed under this MOU that contain Classified Information will be handled and safeguarded in accordance with Section 11 (Security) of this MOU.

8.8.7. Each Participant will notify the other Participant(s) within a reasonable time of any Patent infringement claims made in its territory (that it is aware of) arising in the course of work performed under a Project. Insofar as possible, the other Participant(s) will provide Information available to it that may assist in defending or responding to the claim. Each Participant will be responsible for handling all Patent infringement claims made in its territory, and will consult with the other Participant(s) during the handling, and prior to any settlement, of such claims. The Participants will share the costs of resolving Patent infringement claims in the same ratios as they share the full Financial Costs and Non-financial Costs of the applicable Project or as they otherwise mutually determine. The Participants will, in accordance with their national laws, regulations, and practices, give their authorization and consent for all use and manufacture in the course of work performed under

the MOU or under a PA pursuant to this MOU, of any invention covered by a Patent issued by their respective countries.

SECTION 9

CONTROLLED UNCLASSIFIED INFORMATION

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

9.1.1. Such Information will be used only for the purposes authorized for use of Project Information as specified in Section 8 (Disclosure and Use of Project Information) of this MOU.

9.1.2. Access to such Information will be limited to personnel whose access is necessary for the permitted use under subparagraph 9.1.1. of this Section, and will be subject to the provisions of Section 12 (Third Party Sales and Transfers) of this MOU.

9.1.3. Each Participant will take all appropriate 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 9.1.2. of this Section, 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.

9.2. To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information is appropriately marked to ensure its "in confidence" nature. The Participants' export-controlled Information will be marked in accordance with the applicable Participant's export control markings as documented in the Project Security Instruction (PSI). The Participants will also decide, in advance and in writing, on the markings to be placed on the Controlled Unclassified Information and define such markings in the PSI.

9.3. Prior to the transfer of any Controlled Unclassified Information, a PSI and a CG will be prepared and authorized by the appropriate DSA, describing the methods by which the Information will be marked, used, transmitted and safeguarded.

9.4. Controlled Unclassified Information provided or generated pursuant to this MOU will be handled in a manner that ensures control as provided for in paragraph 9.1 of this Section.

9.5. 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 10

VISITS TO ESTABLISHMENTS

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

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

10.3. Requests for visits by personnel of one Participant to a facility of the other Participant will be coordinated through official government-to-government channels, and will conform with the established visit procedures of the host country. Requests for visits will bear the name of this MOU and the appropriate PA.

10.4. Lists of personnel of Participants required to visit, on a continuing basis, facilities of the other Participants will be submitted through official government-to-government channels in accordance with the host Participant's recurring international visit procedures.

SECTION 11

SECURITY

11.1. All Classified Information provided or generated pursuant to this MOU and its PAs will be used, stored, handled, transmitted, and safeguarded in accordance with the applicable bilateral or multilateral agreements or arrangements for the protection of Classified Information between the Participants concerned and the Participants' national security laws and regulations. All disclosure of Classified Information must be in accordance with national disclosure procedures.

11.2. Classified Information will be transmitted only through official Government-to-government channels or through channels approved by the DSAs of the Participants. Such Classified Information will bear the level of classification and denote the country of origin, the provisions of release, and the fact that the Information relates to this MOU and the applicable PA, if any.

11.3. Each Participant will take all appropriate lawful steps available to it to ensure that Classified Information provided or generated pursuant to this MOU and any of its PAs is protected from further disclosure, except as permitted by paragraph 11.8. of this Section, unless the respective Participant consents to such disclosure. Accordingly, each Participant will ensure that:

11.3.1. The recipient will not release the Classified Information to any government, national, organization, or other entity of a Third Party without the prior written consent of the originating Participant in accordance with the procedures set out in Section 12 (Third Party Sales and Transfers) of this MOU.

11.3.2. The recipient will not use the Classified Information for other than the purposes provided for in this MOU.

11.3.3. The recipient will comply with any distribution and access restrictions on Information that is provided under this MOU.

11.4. The Participants will investigate all cases in which it is known or in which there are grounds for suspecting that Classified Information provided or generated pursuant to this

MOU and any of its PAs 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 occurrence, and of the final results of the investigation and of the corrective action taken to preclude recurrence.

11.5. The ONIR DETT POs will prepare a PSI and a CG for each Project or exchange. The PSI and the CG will describe the methods by which Project Information will be classified, marked, used, transmitted, and safeguarded, and will require that markings for all export-controlled Classified Information also include the applicable export control markings identified in the PSI in accordance with paragraph 9.2. of Section 9 (Controlled Unclassified Information) of this MOU. The PSI and CG will be developed by the PO within three months after a PA enters into effect. They will be reviewed and forwarded to the Participants' DSAs for approval and will be applicable to all government and Contractor personnel participating in the Project. The CG will be subject to regular review and revision with the aim of downgrading the classification whenever this is appropriate. The PSI and the CG will be approved by the appropriate DSA prior to the transfer of any Classified Information or Controlled Unclassified Information.

11.6. The DSA of the Participant in which a classified Contract is awarded will assume responsibility for administering within its territory security measures for the protection of the Classified Information, in accordance with its laws and regulations. Prior to the release to a Contractor, Prospective Contractor, or subcontractor of any Classified Information provided or generated under this MOU and any of its PAs, the DSAs will:

11.6.1. Ensure that such Contractor, prospective Contractor or subcontractor and their facility(ies) have the capability to protect the Classified Information adequately.

11.6.2. Grant a security clearance to the facility(ies).

11.6.3. Grant a security clearance for all personnel whose duties require access to Classified Information.

11.6.4. Ensure that all persons having access to the Classified Information are informed of their responsibilities to protect the Classified Information in

accordance with national security laws and regulations, and provisions of this MOU.

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

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

11.7. Contractors, Prospective Contractors, or subcontractors that are determined by DSAs to be under financial, administrative, policy, or management control of nationals or entities of a Third Party, may participate in a Contract or subcontract requiring access to Classified Information provided or generated pursuant to this MOU only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party will not have access to Classified Information. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the originating Participant(s) will be consulted for written approval prior to permitting such access.

11.8. For any facility in which Classified Information 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 Information pertaining to this MOU and any of its PAs. These officials will be responsible for limiting access to Classified Information involved in this MOU and any of its PAs to those persons who have been properly approved for access and have a need-to-know.

11.9. Each Participant will ensure that access to the Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information in order to participate in this MOU and any of its PAs.

11.10. Information provided or generated pursuant to this MOU may be classified as high as TOP SECRET/Sensitive Compartmented Information. The existence of this MOU is Unclassified and the contents are Unclassified. The classification of a specific PA and its content will be stated in the PA. Classified Information classified up to the TOP SECRET/Sensitive Compartmented Information may be provided or generated pursuant

to specific PAs approved under this MOU and any additional security access and/or provisions addressed in the PA, and subject to all necessary security arrangements being in place prior to release of the Information.

SECTION 12

THIRD PARTY SALES AND TRANSFERS

12.1. Except to the extent permitted in paragraph 12.2. of this Section, the Participants will not sell, transfer title to, disclose, or transfer possession of any Project Foreground Information (or any item produced either wholly or in part from the Project Foreground Information) or jointly acquired or produced Project Equipment to any Third Party without the prior written consent of the other PA Participants involved in the generation of the Project Foreground Information. Furthermore, no Participant will permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of the other PA Participants involved in the generation of that Project Foreground Information. Such consent will not be given unless the government of the intended recipient consents in writing with the other Participant(s) that it will:

12.1.1. not retransfer, or permit the further retransfer of, any equipment or Information provided; and

12.1.2. use, or permit the use of, the equipment or Information provided only for the purposes specified by the Participants.

12.2. Each Participant will retain the right to sell, transfer title to, disclose, or transfer possession of Project Foreground Information that:

12.2.1. is generated solely by either that Participant or that Participant's Contractors in the performance of that Participant's work allocation under a PA or Section 3 (Scope of Work) of this MOU; and

12.2.2. does not include any Project Foreground Information or Project Background Information of another Participant, and whose generation, test, or evaluation has not relied on the use of Project Equipment of another Participant.

12.3. In the event questions arise as to whether the Project Foreground Information (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 12.2. of this Section, the matter will be brought to the immediate attention of the other PA Participants. The PA Participants will resolve the matter prior to any sale or other transfer of such Project Foreground Information (or any item produced either wholly or in part from the Project Foreground Information) to a Third Party.

12.4. A Participant will not sell, transfer title to, disclose, transfer possession, grant, donate, or transfer usage rights of Project Equipment or Project Background Information provided by another Participant to any Third Party without the prior written consent of the Participant that originally provided such equipment or Information. In the event of such a transfer being proposed, the originating Participant will be solely responsible for authorizing such transfers and, as applicable, specifying the method and provisions for implementing such transfers. The receiving Participant will be required to obtain written legally binding assurances from the Third Party not to transfer or permit retransfer of any of the Project Equipment or Project Background Information provided, and that the Third Party will use such Project Equipment or Project Background Information only for the purposes for which it was provided.

SECTION 13

LIABILITY AND CLAIMS

13.1. For claims arising out of, or in connection with, activities carried out in the performance of official duty in the execution and for the benefit of a Project, the appropriate bilateral or multilateral agreement(s) or arrangement(s) between the Participants concerned will apply.

13.2. Where no applicable bilateral or multilateral agreement(s) or arrangement(s) exist between the Participants concerned, or where there is a requirement to apportion liability in an existing bilateral or multilateral agreement or arrangement, the following provisions will apply:

- 13.2.1. With the exception of claims for damage or loss to Project Equipment pursuant to Section 7 (Project Equipment) of this MOU, each Participant

waives all claims against the other Participants for injury or death of its personnel and for damage to or loss of its property arising from the performance of official duties. If, however, the Participants mutually determine that the damage, loss, injury, or death is caused by reckless acts, reckless omissions, willful misconduct, or gross negligence, the cost of any claim will be borne entirely by the responsible Participant(s).

- 13.2.2. Claims from any other persons for injury, death, damage, or loss of any kind will be processed by the most appropriate Participant, as mutually determined by the Participants. Claims from any third parties for damage, loss, injury, or death will be processed by the most appropriate Participant, as mutually determined by the Participants. The cost incurred in satisfying such claims arising from activities pursuant to a PA will be shared by the Contributing Participants in proportion to financial contributions to the PA. Costs incurred outside of a PA, but pursuant to the MOU, will be borne by the responsible Participant(s) in a proportion agreed to by the concerned Participant(s). If, however, the Participants mutually determine that such liability results from the reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's personnel or agents, the costs of any liability will be borne by that Participant alone. With respect to loaned equipment, the receiving Participant will be responsible for all costs except in case of defective equipment. In such cases the providing Participant will be responsible for costs of claims.

13.3. Claims arising under any Contract awarded under this MOU or under a PA pursuant to this MOU will be resolved in accordance with the provisions of the Contract. The Contracting Participant will not indemnify Contractors against third party liability claims, unless otherwise mutually determined in writing by the Participants.

SECTION 14

PARTICIPATION OF ADDITIONAL NATIONS

14.1. It is recognized that other national defense organizations may wish to become MOU Participants.

14.2. Mutual consent of the Participants will be required to conduct discussions with potential additional Participants. The Participants will discuss the arrangements under which a potential Participant might join, including the furnishing of releasable Project Information for evaluation prior to joining. If the disclosure of Project Information is necessary to conduct discussions, such disclosure will be in accordance with Section 8 (Disclosure and Use of Project Information), Section 9 (Controlled Unclassified Information), Section 11 (Security), and Section 12 (Third Party Sales and Transfers) of this MOU.

14.3. The Participants will mutually determine and jointly formulate the provisions under which additional Participants might join. The addition of a Participant to the MOU will require amendment of this MOU by the Participants.

14.4. The addition of an MOU Participant to a PA will require amendment of that PA by the PA Participants in accordance with Section 17.3 (General Provisions).

SECTION 15

CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

15.1. 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 Project.

15.2. 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 duties, taxes, or similar charges are levied, the Participant in whose country they are levied will bear such costs.

SECTION 16

SETTLEMENT OF DISPUTES

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

SECTION 17

GENERAL PROVISIONS

17.1. All activities of the Participants under this MOU and its PAs will be carried out in accordance with their national laws and regulations, including their respective export control laws and regulations. Any responsibilities or participation in a PA that requires the expenditure of funds will be subject to the availability of funds for such purposes.

17.2. In the event of a conflict between a Section of this MOU and any annex to this MOU, the MOU will prevail.

17.3. Except as otherwise provided, this MOU may be amended by the mutual written consent of all of the Participants. Any PA under this MOU may be amended by the mutual written consent of all of the PA Participants.

17.4. This MOU may be terminated at any time upon the mutual written consent of all of the Participants. In the event of MOU termination, all PAs will be automatically terminated. An individual PA may be terminated at any time upon the written consent of all of the PA Participants. In the event the Participants mutually consent to terminate this MOU, or PA Participants mutually decide to terminate a PA, they will consult prior to the date of termination to ensure termination on the most economical and equitable provisions.

17.5. In the event that the MOU or any of its PAs is terminated, the following will apply:

17.5.1. The Participants will continue participation financial or otherwise, up to the effective date of termination.

17.5.2. Except as to Contracts awarded on behalf of other Participant(s), each Participant will be responsible for its own costs associated with termination. For Contracts awarded on behalf of

other Participant(s), such Participant(s) will pay all costs associated with termination in accordance with the cost sharing arrangements in the relevant PA.

17.5.3. All Project Information and rights therein received under the provisions of this MOU and its PAs prior to the termination will be retained by the Participants, subject to the provisions of this MOU and any applicable PA.

17.5.4. Each Participant will make available to the other Participant(s) all Project Foreground Information generated and delivered prior to termination, and which has not been provided to the other Participant(s) prior to termination.

17.6. Any Participant may withdraw from this MOU upon 90 days written notification to the other Participant(s). Such withdrawal will automatically result in that Participant's withdrawal from all PAs to which it is a signatory. A PA Participant may withdraw from a PA without withdrawing from this MOU. A Participant may withdraw from a PA upon 90 days written notification to the other PA Participant(s). Notice of withdrawal from either the MOU or its PAs will be the subject of immediate consultation by the other Participant(s) to decide upon the appropriate course of action. In the event of withdrawal from the MOU or its PAs, the following will apply:

17.6.1. The withdrawing Participant will continue participation, financial or otherwise, up to the effective date of withdrawal.

17.6.2. Except as to Contracts awarded on behalf of the other Participant(s) pursuant to a PA, each Participant will be responsible for its own Project-related costs associated with withdrawal from a Project. For Contracts awarded on behalf of the other Participant(s), the withdrawing Participant will pay all Contract modification or termination costs that would not otherwise have been incurred but for the decision to withdraw; in no event, however, will a withdrawing Participant's total financial and non-financial contribution, including Contract termination costs, exceed that Participant's financial and non-financial contributions as established in a PA.

17.6.3. All Project Information and rights therein received under the provisions of this MOU and any of its PAs prior to the withdrawal of a Participant will be retained by the Participants, subject to the provisions of this MOU.

17.6.4. If requested by the other Participant(s), the withdrawing Participant may continue to administer Contract(s), which it awarded on behalf of the other Participant(s) on a reimbursable basis.

17.6.5. Each Participant will make available to the other Participant(s) all Foreground Information generated and delivered prior to withdrawal, and which has not be provided to the other Participant(s) prior to the withdrawal.

17.7. The respective benefits and responsibilities of the Participants regarding Section 7 (Project Equipment), Section 8 (Disclosure and Use of Project Information), Section 9 (Controlled Unclassified Information), Section 11 (Security), Section 12 (Third Party Sales and Transfers), Section 13 (Liability and Claims), and this Section 17 (General Provisions) of this MOU will continue to apply notwithstanding termination or expiration of this MOU or its PAs, or a withdrawal of a Participant from this MOU or its PAs.

17.8. This MOU, which consists of an Introduction, seventeen (17) Sections, and three (3) Annexes, will come into effect upon signature by all Participants and will remain in effect for 25 years. It may be extended by the mutual written consent of the Participants. PAs will come into effect upon signature by the Participants to that PA.

This ONIR DETT MOU is signed by the authorized representatives
of the Participants.

SIGNED, in four copies.

FOR THE DEPARTMENT OF
DEFENCE OF AUSTRALIA

I.R. Sare
Signature

IAN SARE
Name

ACTING CDS
Title

12 June 2008
DATE

This ONIR DETT MOU is signed by the authorized representatives
of the Participants.

SIGNED, in four copies.

FOR THE DEPARTMENT OF
NATIONAL DEFENCE OF CANADA



Signature

Robert S. Walker

Name

Assistant Deputy Minister
(Science & Technology

Title


10 May 2008

DATE

This ONIR DETT MOU is signed by the authorized representatives
of the Participants.

SIGNED, in four copies.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA


Signature

Bruce S. Lemkin
Name
Deputy Under Secretary of the
Air Force
International Affairs
Title

28 Apr 08
DATE

This ONIR DETT MOU is signed by the authorized representatives
of the Participants.

SIGNED, in four copies.

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


Signature

S A BUTLER, AVM
Name

CAPABILITY MANAGER (INFORMATION SUPERIORITY)
Title

19 MAY 08
DATE

ANNEX A

****SAMPLE PROJECT ARRANGEMENT****
(Provided as guidance only)

(Insert Title of Project)
PROJECT ARRANGEMENT NO. _____ *

PURSUANT TO THE
RESEARCH, DEVELOPMENT, TEST AND EVALUATION OF OVERHEAD NON-
IMAGING INFRARED (ONIR)
DATA EXPLOITATION TOOLS AND TECHNIQUES (DETT)
MEMORANDUM OF UNDERSTANDING

AMONG

THE DEPARTMENT OF DEFENCE OF AUSTRALIA

AND THE

DEPARTMENT OF NATIONAL DEFENCE

OF CANADA

AND THE

SECRETARY OF STATE FOR DEFENCE

OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

AND THE

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
DATED (Insert date of MOU)

**Project Arrangement Numbers will be structured as follows:
AS-CA-UK-US-X-NN-nnnn where X is a U.S. Military Department or Defense
Agency designator such as A for Army, D for Department of Defense, F
for Air Force, N for Navy; NN is the calendar year,
and nnnn is a sequential number.*

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7	MANAGEMENT
8	FINANCIAL ARRANGEMENTS
9	SPECIAL ARRANGEMENTS (OPTIONAL)
10	LEVEL OF CLASSIFICATION
11	PRINCIPAL ORGANIZATIONS INVOLVED
12	LOAN OF PROJECT EQUIPMENT (OPTIONAL)
13	ENTRY INTO EFFECT, DURATION, AND TERMINATION

SECTION 1

INTRODUCTION

(Note: Number paragraphs sequentially, i.e., 1.1., 1.2., etc.)

This Project Arrangement (PA) between **[Participants of the 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 Department of Defense of the United States of America, for the Research, Development, Test and Evaluation of Overhead Non-Imaging Infrared (ONIR) Data Exploitation Tools and Techniques (DETT), dated of (month/dd/yyyy) hereinafter referred to as the "ONIR DETT MOU," the provisions of which are hereby incorporated by reference.

SECTION 2

DEFINITION OF TERMS AND ABBREVIATIONS

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

SECTION 3

OBJECTIVES

The objectives of this _____ Project are:

- a. The development of _____
_____ .
- b. The improvement of _____
_____ .
- c. The investigation of _____
_____ .

SECTION 4

SCOPE OF WORK

The following work will be carried out under this PA.

- a. Research _____.
- b. Develop _____.
- c. Evaluate _____.
- d. Design, fabricate and test _____.

SECTION 5

SHARING OF TASKS

The sharing of tasks will be as follows:

- a. Australia (AS) will _____.
- b. Canada (CA) will _____.
- c. The United Kingdom (UK) will _____.
- d. The United States (U.S.) will _____.
- e. The Participants will jointly _____.

SECTION 6

BREAK DOWN AND SCHEDULE OF TASKS

(OPTIONAL)

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

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

Phase 1	Start	End
Description of Phase 1	MM/YY	MM/YY

(Milestone 1) (e.g., Transmittal of Feasibility Report)

Phase 2	Start	End
Description of Phase 2	MM/YY	MM/YY

(Milestone 2) (e.g., Decision to proceed to Phase 3)

Phase 3	Start	End
Description of Phase 3	MM/YY	MM/YY

(Milestone 3) (e.g., Evaluation, analysis of results)

(Note: Add as many phases as necessary.)

The final report will be transmitted to the ONIR DETT SC representatives of the PA Participants six months before the expiration date for this PA.

SECTION 7

MANAGEMENT

1. The following are designated as ONIR Project Officers (ONIR DETT POs):

The AS ONIR DETT PO is: _____.
Title/Position: _____.
Organization: _____.
Address: _____.

The CA ONIR DETT PO is: _____.
Title/Position: _____.
Organization: _____.
Address: _____.

The UK ONIR DETT PO is: _____.
Title/Position: _____.
Organization: _____.
Address: _____.

The U.S. ONIR DETT PO is: _____.
Title/Position: _____.
Organization: _____.
Address: _____.

2. Particular Management Procedures:

(Note: Mention only those additional management responsibilities not covered under Section 4 of the ONIR DETT MOU.)

SECTION 8

FINANCIAL ARRANGEMENTS

The Participants estimate that the total cost of performance of the work under this PA will not exceed _____ (insert currency).

The AS tasks will not cost more than W Australian \$:

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

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

The U.S. tasks will not cost more than Z US\$:

Cooperative efforts of the Participants over and above the jointly determined tasks detailed in the scope of work, sharing of tasks, and financial arrangements Sections of this PA will be subject to amendment to this PA or signature of a new PA.

(Note: Revise where cost sharing percentages need to be identified.)

(Note: Consideration should be given to any potential risks implicit in para 5.8 of the MOU where one Participant contracts on behalf of other PA Participants.)

SECTION 9

SPECIAL ARRANGEMENTS

(OPTIONAL)

(Note: Include any special provisions relevant to the specific PA.)

SECTION 10

LEVEL OF CLASSIFICATION

(Note: Describe highest approved level of classification and include additional security provisions as necessary.)

The existence of this PA is UNCLASSIFIED* and the contents are UNCLASSIFIED*.

* Revise where appropriate.

SECTION 11

PRINCIPAL ORGANIZATIONS INVOLVED

(Note: List the government laboratories, research centers, etc., for AS, CA, UK, and the US including full postal address.)

SECTION 12

LOAN OF PROJECT EQUIPMENT

(OPTIONAL)

The loan of the following Project Equipment is necessary for executing this PA.

Providing Participant(s)	Receiving Participant(s)	Qty	Description Consumables/ Part/Stock# Non-Consumables	Approx Loan Value Period
-----------------------------	-----------------------------	-----	---	-----------------------------

(Fill in as appropriate)

Alternate Paragraph 12.1.:

12.1. Project Equipment to be loaned will be listed in a supplement to this PA in the following format.

Providing Participant(s)	Receiving Participant(s)	Qty	Description Consumables/ Part/Stock# Non-Consumables	Approx Loan Value Period
-----------------------------	-----------------------------	-----	---	-----------------------------

(Fill in as appropriate)

The supplement will be prepared by the ONIR DETT POs for signature by the ONIR DETT SC, after appropriate national

approvals have been obtained. The supplement will be an integral part of this PA.

12.2. The providing Participant will loan the Project Equipment for the loan period identified in paragraph 12.1. of this PA or that is intended to be consumed/expended and not returned to the providing Participant. **

***If Alternate Paragraph 12.1. is used, change Paragraph 12.2. as follows:* The providing Participant will loan the Project Equipment for the loan period identified in the supplement.

SECTION 13

ENTRY INTO EFFECT, DURATION, AND TERMINATION

This _____ PA, a Project under the ONIR DETT MOU and which consists of thirteen (13) Sections, will come into effect upon the date of last signature of the PA Participants, and will remain in effect for _____ years unless terminated by the PA Participants. It may be extended by the mutual written consent of the PA Participants.

(Note: Signature block for Participants only.)

SIGNED, in (# of PA Participants) copies,

FOR THE DEPARTMENT OF
DEFENCE OF AUSTRALIA

FOR THE DEPARTMENT OF
NATIONAL DEFENCE OF CANADA

Signature

Signature

Name

Name

Title

Title

Date

Date

FOR 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

Name

Name

Title

Title

Date

Date

ANNEX B

LIST OF PROJECT EQUIPMENT LOANED UNDER THE MOU

Providing Participant(s)	Receiving Participant(s)	Qty Part/Stock#	Description Consumables/ Non-consumables	Approx Loan Value Period
-----------------------------	-----------------------------	--------------------	--	-----------------------------

(Fill in as appropriate)

Approved by:

Signature (ONIR DETT/SC)

Name

Title

Date

Location

Approved by:

Signature (ONIR DETT/SC)

Name

Title

Date

Location

ANNEX C

COOPERATIVE PROJECT PERSONNEL

1.0. Purpose and Scope

1.1. This Annex establishes the provisions for Cooperative Project Personnel (CPP) assigned to work in accordance with Section 3 (Scope of Work) of this MOU. CPP must be able to perform all responsibilities assigned to them under the applicable PA and under the MOU. Commencement of assignments will be subject to the requirements that may be imposed by the Host Participant or its government regarding acceptance of CPP, such as, but not limited to, visas and visit request documentation. The Host Participant and Parent Participant will determine the length of tour for the positions at the time of initial assignment.

1.2. CPP will be assigned to work on specific activities related to the research and development of ONIR data exploitation tools and techniques and will report to a supervisor to be identified by the Host Participant. CPP will have a position description mutually determined by the Parent Participant and Host Participant. CPP will not act as liaison officers for their Parent Participant on non-Project matters.

1.3. CPP will not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host Participant's government.

2.0 Security

2.1. The Host Participant will establish the level of security clearance required, if any, to permit CPP to have access to Classified Information and facilities required in the performance of official duties. Access to Classified Information and facilities in which Classified Information is used will be limited by Section 3 (Scope of Work) of this MOU.

2.2. The Parent Participant will file visit requests through prescribed channels in compliance with the Host Participant's procedures. As part of the visit request procedures, each Participant will cause security assurances to be filed, through the Parent Participant's embassy located in the Host Participant's country, specifying the security clearances for the CPP being assigned.

2.3. The Host Participant and Parent Participant will use their best efforts to ensure that CPP assigned to a Host Participant's facility to conduct a work under this MOU are aware of the requirements of this MOU. On arrival, CPP and their dependants will be informed by the Host Participant's representative about applicable laws, orders, regulations, and customs and the need to comply with them. Prior to commencing assigned duties, CPP will, if required by the Host Participant's government laws, regulations, policies or procedures, sign a certification concerning the conditions and responsibilities of CPP.

2.4. CPP will at all times be required to comply with the security and export control laws, regulations, and procedures of the Host Participant's government. Any violation of security procedures by CPP during their assignment will be reported to the Parent Participant for appropriate action. CPP committing significant violations of security laws, regulations, or procedures during their assignments will be withdrawn from the Project with a view toward appropriate administrative or disciplinary action by their Parent Participant.

2.5. All Classified Information made available to CPP will be considered as Classified Information furnished to the Parent Participant, and will be subject to all provisions and safeguards provided for in Section 11 (Security) of this MOU.

2.6. CPP will not have personal custody of Classified Information or Controlled Unclassified Information unless approved by the Host Participant and as authorized by their Parent Participant. They will be granted access to such Information in accordance with Section 9 (Controlled Unclassified Information) and Section 11 (Security) of this MOU, and the applicable Project Security Instruction during normal duty hours and when access is necessary to perform work under this MOU.

2.7. CPP assigned to a Host Participant's facility to conduct a work under this MOU will not serve as a conduit between the Host Participant and Parent Participant for requests and/or transmission of Classified Information or Controlled Unclassified Information outside the scope of their assignment, unless specifically authorized by the Parent Participant.

3.0. Technical and Administrative Matters

3.1. Subject to any applicable multilateral or bilateral agreements or arrangements of the governments of the Host Participant and Parent Participant, CPP and their authorized dependants will be accorded:

3.1.1. The tax treatment of income received by CPP from the Parent Participant will be determined by reference to the tax legislation of the government of the Host Participant and the government of the Parent Participant, subject to the terms of any double taxation agreement in force between the government of the Host Participant and the government of the Parent Participant, or by the terms of the NATO Status of Forces Agreement when both the Parent Participant and the Host Participants' governments are NATO members.

3.2. On arrival CPP and their dependants will be provided briefings arranged by the Host Participant's representative regarding (subject to any applicable multilateral or bilateral agreements or arrangements) entitlements, privileges, and obligations such as:

- 3.2.1. Any medical and dental care that may be provided to CPP and their dependants at local medical facilities, subject to the requirements of applicable laws and regulations, including reimbursement when required.
- 3.2.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and their dependants, subject to the requirements of applicable laws and regulations.
- 3.2.3. The Host Participant will provide, if available, housing and messing facilities for CPP and their dependants on the same basis and priority as for its own personnel. CPP will pay messing and housing charges to the same extent as Host Participant personnel. At locations where facilities are not provided by the Host Participant for its own personnel, or facilities are not available, the Parent Participant will make suitable arrangements for its CPP.

- 3.2.4. Responsibility of CPP and their accompanying dependants to obtain motor vehicle liability insurance coverage in accordance with the laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by CPP, the recourse will be against such insurance.

3.3. The Host Participant will, in consultation with the CPP, establish standard operating procedures for CPP in the following areas:

- 3.3.1. Working hours, including holiday schedules.
- 3.3.2. Leave authorization, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Participant and Parent Participant.
- 3.3.3. Dress regulations, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Participant and Parent Participant.
- 3.3.4. Performance evaluations, recognizing that such evaluations will be rendered in accordance with the Parent Participant's military or civilian personnel regulations and practices.

3.4. CPP committing an offense under the laws of the government of the Host Participant or Parent Participant may be withdrawn from a Project with a view toward further administrative or disciplinary action by the Parent Participant. Disciplinary action, however, will not be taken by the Host Participant against CPP, nor will CPP exercise disciplinary powers over the Host Participant's personnel. In accordance with Host Participant's government laws and regulations, the Host Participant will assist the Parent Participant in carrying out investigations of offenses involving CPP.

3.5. During their assignment, CPP will not be placed in the following duty status or environments unless it is consented to by the Parent Participant:

- 3.5.1. Areas of political sensitivity where their presence may jeopardize the interests of either the Host Participant or Parent Participant, or

where, in the normal course of their duty, they may become involved in activities that may embarrass either Participant.

- 3.5.2. Deployments in non-direct hostility situations, such as UN peacekeeping or multi-national operations, or third countries.
- 3.5.3. Duty assignments in which direct hostilities are likely. Should a Host Participant's facility become involved in hostilities unexpectedly, CPP assigned to that facility will not be involved in the hostilities. Any such CPP approved by the Parent Participant for involvement in hostilities will be given specific guidance as to the conditions under which the assignment will be carried out by the appropriate authorities of the Host Participant and Parent Participant.

3.6. The provisions of the NATO Status of Forces Agreement (NATO SOFA) regarding the rights of a Parent Participant's military personnel and civilian employees and their respective dependants will apply to CPP when both the Parent Participant's and the Host Participant's governments are NATO members. In any other circumstance, the appropriate bilateral or multilateral agreement(s) or arrangement(s) regarding the rights of a sending state's military and civilian personnel and their dependants present in the territory of a receiving State will apply to CPP.