

**DEFENSE**

**Research and Development**

**Memorandum of Understanding Between  
the UNITED STATES OF AMERICA  
and AUSTRALIA**

Signed at Washington and Canberra  
August 17 and 28, 2007



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.”

## **AUSTRALIA**

### **Defense: Research and Development**

*Memorandum of understanding signed at  
Washington and Canberra  
August 17 and 28, 2007;  
Entered into force August 28, 2007.*

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

AND

THE DEPARTMENT OF DEFENCE  
OF AUSTRALIA

CONCERNING

AIR AND SPACE CAPABILITY DEVELOPMENT

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## INTRODUCTION

The Department of Defense of the United States of America (U.S. DoD) and Department of Defence of Australia (ADOD), hereinafter referred to as the "Participants":

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, done at Sydney on December 1, 1995 (Chapeau Agreement), as may be amended;

Recognizing the Agreement Concerning Security Measures for the Protection of Classified Information between the Governments of Australia and the United States of America, dated November 7, 2002 (Security Agreement);

Having a common interest in defense;

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

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

Having a mutual need for the development of air and space systems to satisfy common operational requirements;

Having independently conducted studies, research, exploratory development, and testing of the applications of various technologies, recognize the benefits of cooperation in the air and space domains; and

Desiring to carry out cooperative research, design, analysis, development, test, evaluation, and prototyping of air and space capabilities to address specific needs;

Have reached the following understandings:

## SECTION I

### DEFINITIONS AND ACRONYMS

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

ASNR	Air Senior National Representatives
Air and Space Cooperative Activity (ies)	Any activity authorized in the Scope of Work section of this MOU.
Background Information	Information not generated in the performance of a Project Arrangement (PA).
Capability Development	Activities involved with defining requirements for future capability, principally during the requirements phase of the capability systems life cycle. Capability Development also covers general research, development, test, evaluation, and prototyping activities that result in new or improved military technologies.
Classified Information	Official Information that requires protection in the interests of national security and is so designated by the application of a security classification. This Information may be in oral, visual, magnetic, electronic, or documentary form or in the form of material, equipment, or technology.
CG	Classification Guide
Computer Data Base	A collection of data recorded in a form capable of being processed by a computer. This definition does not include Computer Software.
Computer Program	A set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
Computer Software	Computer Programs, source code, source code listings, design details, algorithms, processes, flow charts, formulae, and related materials that would enable the software to be reproduced, recreated, or recompiled. Computer Software does not include Computer Data Bases or Computer Software Documentation.
Computer Software Documentation	Owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of

storage medium, that explain the capabilities of the Computer Software or provide instructions for using the Computer Software.

Contract	Any mutually binding legal relationship under national laws that obligates a Contractor to furnish supplies or services, and obligates one or both of the 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 (but not determination) 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, or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Participant who has the authority to enter into, administer, or terminate Contracts.
Contractor	Any entity awarded a Contract under a PA 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 that prohibits those persons from using Information received under the Contract for any purpose other than those authorized under this MOU.
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 an International Project Office (IPO) or a facility of the other Participant under a specific PA who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning, or other functions in furtherance of the PA.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of either Participant.
Designated Security	The security office approved by national authorities to be



Authority (DSA)	responsible for the security aspects of this MOU.
Equipment and Material	Any material, equipment, end item, subsystem, component, Special Tooling or test equipment that is either owned by one Participant and provided for use pursuant to a PA or Equipment and Material Transfer Arrangement (E&MTA) by that Participant or is jointly acquired by both Participants and provided for use in a PA or an E&MTA.
Equipment and Material Transfer Arrangement (E&MTA)	An implementing arrangement under this MOU that specifies the terms of cooperation on a specific transfer of Equipment and Material.
ESC	Executive Steering Committee
Financial Costs	Project costs met with monetary contributions.
FMPD	Financial Management Procedures Document
Foreground Information	Information generated in the performance of a PA.
Host Participant	The Participant whose nation serves as the location where CPP are assigned for duty pursuant to a PA under this MOU.
Information	Knowledge that can be communicated by any means and is provided to, generated in, or used in this MOU and its PAs/E&MTAs regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to Intellectual Property rights, or other legal protection.
Intellectual Property	In accordance with the World Trade Organization Agreement on Trade-related Aspects of Intellectual Property Rights (TRIPS), dated April 15, 1994, all copyright and neighboring rights and all rights in relation to inventions (including Patent rights), 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.

Invention	Any invention in any field of technology, provided it is new, involves an inventive step, and is capable of industrial application, and is formulated or made (conceived or “first actually reduced to practice”) in the course of work performed under this MOU or a PA/E&MTA under it. 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.
IPO	International Project Office
Non-financial Costs	Project costs met with non-monetary contributions.
Parent Participant	The Participant that sends its CPP to the nation of the other Participant pursuant to a PA under this MOU.
Participant	A signatory to this MOU represented by its military and civilian personnel. Contractors and Contractor Support Personnel will not be representatives of a Participant under this MOU.
PASC	Project Arrangement Steering Committee
Patent	Grant by any Government or a regional office acting for more than one Government of the right to exclude others from making, using, importing, selling, or offering to sell 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.
PO	Project Officer
Project Arrangement (PA)	An implementing arrangement, established pursuant to this MOU, that specifies the arrangement for collaboration on a Project between the Participants.
Project Plan	A document that provides a description of a PA’s major events, delivery requirements and milestones, that is updated periodically by the Project Officers.
PSI	Project Security Instruction

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.
TOR	Terms of Reference
WGPO	Working Group Project Officer

## SECTION II

### OBJECTIVES

2.1. The objective of this MOU is to define and establish the general terms and conditions that will apply to the initiation, conduct, and management of research, development, test, evaluation, and prototyping projects detailed in separate Project Arrangements (PAs) or Equipment and Material Transfer Arrangements (E&MTAs) between representatives authorized in accordance with national procedures of the Participants. These PAs/E&MTAs will be entered into pursuant to this MOU and will incorporate by reference the terms of this MOU. Additionally, this MOU will allow the exchange of Information for the purpose of attempting to harmonize the Participants' air and space requirements to assist in better defining potential future cooperative efforts under this MOU.

2.2. Specific objectives of this MOU are to:

- 2.2.1. enhance interoperability between the Participants' air forces;
- 2.2.2. facilitate and enhance science and technology, research, development, test, evaluation, and prototyping cooperation and targeted Information exchange for air and space cooperation and in support of future air and space capabilities;
- 2.2.3. develop and promote defense science, technology, and industrial relationships and cooperation between the United States and Australia in the air and space domains; and
- 2.2.4. enhance capability and reduce overall development time, costs, and risks for each of the Participant's air and space Projects through the harmonizing of requirements, development of a common core architecture, use of the best available technology and expertise, reduced duplication of effort, and synergies arising from a cooperative development effort.

2.3. Detailed terms and conditions of each individual PA/E&MTA will be consistent with this MOU. Each PA/E&MTA will include specific provisions concerning the objectives, scope of work, sharing of work, management structure, financial arrangements, and classification for the applicable PA/E&MTA in accordance with the formats set forth in Annexes A and C to this MOU, to the extent applicable and practical.

## SECTION III

### SCOPE OF WORK

- 3.1. The scope of work for this MOU will encompass collaboration in air and space research, development, testing, evaluation, and prototyping potentially leading to new or improved air and space capabilities. PAs may encompass one or more of the following activities: basic research; applied research; advanced technology development; advanced component development and prototypes; concept of operation studies and analysis; advanced concept technology demonstrations; system prototypes; system development and demonstration, including engineering and manufacturing development; operational system development; loan of materials, supplies, or equipment for the purposes of research, development, test, evaluation, or prototyping; developmental test and evaluation of system and subsystem efforts and evolutionary acquisition/spiral development efforts associated with low-rate initial production or production programs. The Participants also recognize it may be necessary to transfer Equipment and Material for the purpose of implementing this MOU, but not for the purposes of a specific PA. In such cases, the Participants will enter into an E&MTA using the format as set forth in Annex C to this MOU, to the extent applicable and practical.
- 3.2. Information may be exchanged to attempt to harmonize the Participants' requirements to assist in formulating, developing, and negotiating potential PAs/E&MTAs under this MOU. This includes the exchange of weapon system research and development Information necessary to define and support Air and Space Cooperative Activities. Information exchanged will take place on an equitable basis, but need not necessarily coincide in time, technical field, or form of the Information. If Information is exchanged but no PA/E&MTA is signed, or Information is exchanged before a PA/E&MTA is signed, the receiving Participant will use such exchanged Information only for informational and evaluation purposes and will not disclose or transfer such exchanged Information to a Third Party. The receiving Participant will not disclose such Information to Contractors or any other persons, other than its Contractor Support Personnel, without the specific prior written consent of the providing Participant.
- 3.3. Working Groups (WGs) may be established to attempt to harmonize the Participants' research, development, test, evaluation, and prototyping requirements. WGs normally will be limited in scope to a well-defined area and will endeavor to assess the issue based on Information provided by both Participants in such a way as to arrive at a jointly determined position within a set time period. WGs will have their own written Terms of Reference (TOR) using the format set out in Annex D (Model Working Group Terms of Reference) to this MOU. Unless and until Information exchanged in WGs is used in a PA/E&MTA, the receiving Participant will use such Information only for information and evaluation purposes and will not disclose or transfer such exchanged Information to a Third Party. The receiving Participant will not disclose such Information to Contractors or any other persons, other than its Contractor Support Personnel, without the specific prior written consent of the providing Participant.

- 3.4. Projects entered into, Information exchanged either to assist in formulating a PA/E&MTA or under the auspices of a WG, or any other Air and Space Cooperative Activity entered into or pursued under this MOU may include (but are not limited to) the following capability areas and may include associated Computer Data Bases, Computer Programs, Computer Software, and Computer Software Documentation:
- 3.4.1. Air and Space Capabilities: The capabilities necessary to ensure freedom of action. This includes not only combat aircraft and air-to-air weapons capabilities, but also air defense, space-enabled capabilities, and airspace denial capabilities.
  - 3.4.2. Global Strike: The ability to engage targets anywhere, anytime to hold an adversary at risk. This is principally focused on air-to-ground strike capability, and includes the delivery systems and the associated weapons, as well as necessary targeting capabilities.
  - 3.4.3. Rapid Global Mobility: The ability to position forces rapidly anywhere in the world to hold any adversary at risk. This includes the aircraft necessary to provide rapid mobility, cargo handling and support infrastructure, and the airfields to support mobility operations.
  - 3.4.4. Precision Engagement: The ability to deliver desired effects with minimal risk and collateral damage to deny sanctuary to the adversary. This includes the precision guided munitions, command and control, targeting capabilities, and the delivery platforms necessary to conduct precision strike missions.
  - 3.4.5. Information Superiority: The ability to control and exploit information to ensure decision dominance. This includes the capabilities needed to maximize sovereign airspace; command air assets; collect, assess, and disseminate intelligence; and to conduct information operations.
  - 3.4.6. Agile Combat Support: The ability to create, protect, and sustain air and space assets. This includes protective forces, engineering and medical teams, as well as logistics support units, supply and transportation capabilities.
- 3.5. An overarching goal of cooperative efforts or Information exchange entered into under this MOU will be to achieve interoperability to allow for seamless integration of air and space capabilities when required for coalition operations.
- 3.6. Familiarization visits may occur, in accordance with Section XI (Visits to Establishments), to promote awareness of the other Participant's facilities and to identify areas of potential Air and Space Cooperative Activity under this MOU.
- 3.7. Cooperative Project Personnel (CPP) may be assigned pursuant to a PA under this MOU in either an International Project Office (IPO) or a facility of the other Participant and will report to their designated supervisor regarding that PA work.

## SECTION IV

### MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

- 4.1. This MOU will be directed and administered on behalf of the Participants by an Executive Steering Committee (ESC) composed of the Participants' Air Senior National Representatives (ASNRs). Each PA will be managed by a Project Arrangement Steering Committee (PASC) or Project Officers (POs) as appropriate. The ESC will establish a PASC for those PAs that require greater oversight than can be provided by POs and will be comprised of representatives designated by each Participant. The PASC or POs will have primary responsibility for effective implementation and efficient management of PAs. The Participants may assign military or civilian employees to serve as CPPs in support of PAs. WGs will include Working Group Project Officers (WGPO) who will manage the exchange of Information for a specific cooperative topic or issue. The ESC will have overall authority over the PASCs or POs, and WGPOs, in accordance with this MOU.
- 4.2. The ESC will meet annually with additional meetings held at the request of either Participant's ASNR. Decisions of the ESC will be made unanimously. In the event that the ESC is unable to reach a timely decision on an issue, each ASNR will refer the issue to his or her higher authority for resolution. To the degree possible, ongoing air and space cooperation or Information exchange will continue to be implemented without interruption under the direction of the respective PASC or POs, or WGPOs pending resolution of the issue.
- 4.3. The ESC's responsibilities include, but are not limited to:
  - 4.3.1. monitoring implementation of the MOU and exercising executive-level oversight;
  - 4.3.2. approving the establishment of WGs to explore, study, and report on specific air and space cooperative issues as well as approving and signing WG Terms of Reference (TOR) in accordance with the model at Annex D to this MOU;
  - 4.3.3. reviewing the status reports submitted by the PASC or POs, and WGPOs;
  - 4.3.4. maintaining oversight of the security aspects of this MOU, PAs/E&MTAs, and WGs;
  - 4.3.5. resolving issues brought forth by the PASCs, POs, or WGPOs;
  - 4.3.6. reviewing and forwarding to the Participants for approval recommended amendments to this MOU in accordance with Section XVII (Amendment, Termination, Entry into Effect, and Duration);

- 4.3.7. recommending establishment of PAs and E&MTAs in accordance with this MOU and national policies and procedures;
  - 4.3.8. monitoring Third Party sales and transfers authorized in accordance with Section XIII (Third Party Sales and Transfers);
  - 4.3.9. approving PASC or PO plans for the transfer of Equipment and Material provided by a Participant in accordance with Section VIII (Equipment and Material Transfers);
  - 4.3.10. approving PASC or PO plans for the disposal of jointly acquired Equipment and Material under PAs in accordance with Section VIII (Equipment and Material Transfers); and
  - 4.3.11. employing its best efforts to resolve, in consultation with the export control authorities of the Participants concerned, any export control issues raised by the PASCs or POs in accordance with subparagraph 4.3.8. of this Section or otherwise raised by a Participant's ASNR.
- 4.4. The Participants will each designate one PO for each PA, and establish a PASC as may be required. PO and PASC duties will be specified in respective PAs. However, generally, the POs or the PASC, if established, will be responsible for:
- 4.4.1. managing and executing the Information exchange; cost, schedule, and performance requirements; and technical and financial aspects of the PA in accordance with Section V (Financial Provisions) of this MOU and the respective PA;
  - 4.4.2. maintaining a list of all Equipment and Material transferred by either Participant under a PA;
  - 4.4.3. appointing PA security officers;
  - 4.4.4. ensuring development of, and forwarding to the respective Designated Security Authority (DSAs) for approval, the Project Security Instruction (PSI) and Classification Guide (CG) for the PA within three months after signature of a PA, and implementing the PSI and CG upon final approval by the respective DSAs;
  - 4.4.5. developing and maintaining the Project Plan and providing status reports to the ESC;
  - 4.4.6. monitoring export control arrangements required to implement this MOU and, if applicable, referring immediately and promptly advising the ESC if any export control issues arise that could adversely affect the implementation of this MOU or associated PAs and E&MTAs; and



- 4.4.7 proposing to the ESC for approval, plans for disposal of jointly acquired Equipment and Material under PAs in accordance with Section VIII (Equipment and Material Transfers).
- 4.5. WGs will be established by the ESC as necessary to examine areas of mutual interest as defined in Section III (Scope of Work) of this MOU. WGPOs will be designated by the ESC to manage the overall conduct of the WG, including WG membership, Information exchange, security requirements, and conduct of WG meetings. WGs will consist of representatives designated by the Participants. A Participant may have as many representatives attend WG meetings as the WGPOs deem necessary. The location and chairperson of the meetings will alternate between the Participants with the hosting Participant providing, without charge, appropriate meeting facilities, including security and administrative support. WGPOs will be responsible for:
- 4.5.1. developing and submitting a TOR or any required amendments to existing TOR to the ESC for approval and signature;
  - 4.5.2. recommending potential Air and Space Cooperative Activities to the ESC for review and approval;
  - 4.5.3. interacting with and providing Information, consistent with this MOU, to other WGs, as directed by the ESC; and
  - 4.5.4. providing status reports to the ESC and referring issues to the ESC that cannot be resolved at the WGPO level.
- 4.6. IPOs will be established as necessary and appropriate in the United States and Australia to manage PAs.
- 4.7. If a Participant finds its necessary to exercise a restriction on the retransfer of export-controlled Information as set out in paragraphs 9.1. or 9.2. of Section IX (Disclosure and Use of Project Information) of this MOU, it will promptly notify the other Participant. If a restriction is then exercised and the other Participant objects, that Participant's ASNR will promptly notify the other Participant's ASNR, and they will immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects.

## SECTION V

### FINANCIAL PROVISIONS

- 5.1. This MOU creates no financial commitments regarding individual PAs. Detailed descriptions of the financial provisions for a specific Project, including the total cost of the Project and each Participant's cost share, will be contained in the specific PA.
- 5.2. Each Participant will contribute its equitable share of the full Financial Costs and Non-financial Costs of a PA, as mutually determined by the Participants and set out in each PA, including overhead costs, administrative costs, and costs of claims, and each Participant will receive an equitable share of the results of each PA, as mutually determined by the Participants.
- 5.3. The Financial Costs and Non-financial Costs for a PA, including the total cost and each Participant's share of the total cost, will be included in the PA.
- 5.4. For each PA, the POs will be responsible for establishing the detailed financial management procedures under which the Project will operate. These procedures may be specified in a Financial Management Procedures Document (FMPD) proposed by the POs and subject to the approval of the PASC or ESC, as appropriate.
- 5.5. Each Participant will perform, or have performed, its tasks and will use its best efforts to perform the tasks within the cost estimates specified in each PA. Each Participant will bear the full costs it incurs for performing, managing, and administering its own activities under this MOU and participation in each PA, including its share of the costs of any Contracts awarded pursuant to paragraph 5.11. of this MOU.
- 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 national representation at meetings;
  - 5.6.2. costs associated with any unique national requirements identified by a Participant; and
  - 5.6.3. any other costs not expressly stated as shared costs or any costs that are outside the scope of this MOU and its PAs.
- 5.7. For PAs with shared costs that involve the establishment of an IPO with CPP assignments, the PA will specify the Financial Costs and Non-financial Costs required for IPO administration and associated support services including, but not limited to: IPO costs of travel incurred in support of PA efforts; IPO training costs; Contract award; Contract administration; office space; security services; information technology services; communications services; and supplies.

- 5.8. In addition to the shared costs of IPO administration and associated support services costs described in paragraph 5.7. of this Section, the cost of CPP assigned to the IPO or a facility of the other Participant will be borne as follows:
- 5.8.1. The Host Participant will bear the costs of all pay and allowances of its CPP assigned to the IPO. When CPP are assigned to a facility of the Host Participant, the Host Participant will bear the following costs including, but not limited to, CPP assignment-related administrative and support services costs such as CPP costs of travel incurred in support of PA efforts, CPP-related training costs, office space, security services, information technology services, communications services, and supplies.
  - 5.8.2. The Parent Participant will bear the following CPP-related costs:
    - 5.8.2.1. all pay and allowances of its CPP assigned to the IPO or a facility of the other Participant;
    - 5.8.2.2. transportation of its CPP, CPP dependents, and their personal property to the IPO location or a facility of the Host Participant prior to commencement of the CPP assignment in the IPO or a facility of the Host Participant, and return transportation of the foregoing from the IPO location or facility of the Host Participant upon completion or termination of the CPP assignment;
    - 5.8.2.3. compensation for loss of, or damage to, the personal property of its CPP or CPP dependents, subject to the laws and regulations of the Parent Participant's Government; and
    - 5.8.2.4. preparation and shipment of remains in the event of the death of its CPP or CPP dependents.
- 5.9. A Participant will promptly notify the other Participant if available funds will not be adequate to fulfill its obligations as mutually determined under any PA to this MOU, or if it appears that the cost estimates in a PA will be exceeded. The Participants will immediately consult with a view toward continuation on a modified basis.
- 5.10. When a Participant contracts on behalf of the other Participant or on behalf of both Participants pursuant to a PA, the PO will be responsible for establishing the detailed financial management procedures under which the PA will operate prior to the transfer of funds between the Participants. The procedures, which will accord with national accounting and audit requirements of the Participants, will be specified in a FMPD. Each Participant will provide funds in the amounts and at the times set out in the estimated schedule for monetary contributions, as specified in the FMPD.
- 5.11. For PAs, the Participants recognize that, in performing Contracting responsibilities on behalf of the other Participant, it may become necessary for the Contracting Participant to

incur contractual or other responsibilities for the benefit of the other Participant prior to the receipt of the other Participant's funds. In such event, the other Participant will make such funds available in such amounts and at such times as required by the Contract or other responsibility and will pay any damages and costs that may accrue from the performance or cancellation of the Contract or other responsibility in advance of the time such payments, damages, or costs are due.

- 5.12. Each Participant will be responsible for the audit of its activities or its Contractors' activities pursuant to a PA. A Participant's audits will be in accordance with its own national practices. For PAs in which funds are transferred between the Participants, the receiving Participant will be responsible for the internal audit regarding administration of the other Participant's funds in accordance with the receiving Participant's national practices. Audit reports of such funds will be promptly made available by the receiving Participant to the other Participant.

## SECTION VI

### CONTRACTING PROVISIONS

- 6.1. If either Participant determines that Contracting is necessary to fulfill its obligations under the scope of work of any PA, that Participant will contract in accordance with its respective national laws, regulations, and procedures.
- 6.2. When one Participant contracts on its own behalf to perform a task under a PA, it will be solely responsible for its own Contracting, and the other Participant will not be subject to any liability arising from such Contracts.
- 6.3. If the Participants determine that it is necessary under a PA that one Participant contract on behalf of the other Participant or for both Participants for tasks under that PA, the Contracting Agency will contract in accordance with its national laws, regulations, and procedures. Such contractual arrangements will be detailed in the particular PA. Sources from both Participants' industries will be allowed to compete on an equal basis for such Contracts, as set out in the Memorandum of Agreement between the Government of Australia and the Government of the United States Concerning Reciprocal Defense Procurement, dated April 19, 1995, as amended. The Contracting Officer will be the exclusive source for providing contractual direction and instructions to Contractors and Prospective Contractors. The ESC will be responsible for the coordination of activities relating to this MOU and its PAs, and will provide oversight of the PASC or POs who will cooperate with the Contracting Officer in the areas of Contract procedures, Contract negotiation, evaluation of offers, and Contract award. The Contracting Officer will also keep the PASC or POs advised of all financial arrangements with Contractors.
- 6.4. Upon mutual consent, consistent with Section II (Objectives) of this MOU, a Participant may contract for the unique national requirements of the other Participant.
- 6.5. For all Contracting activities performed by either Participant, the POs will be provided a copy of all statements of work prior to the development of solicitations to ensure that they are consistent with the provisions of this MOU and the applicable PA.
- 6.6. For all Contracting activities performed by either Participant, each Participant's Contracting Agency will negotiate to obtain the rights for both Participants to use and disclose Information required by Section IX (Disclosure and Use of Information) of this MOU. During the Contracting process, each Participant's Contracting Officer will advise Prospective Contractors of their obligation to notify the Contracting Agency immediately if they are subject to any license or agreement that will restrict that Participant's freedom to disclose Information or permit its use. The Contracting Officer will also advise Prospective Contractors to employ their best efforts not to enter into any new agreement or arrangement that will result in such restrictions.
- 6.7. Each Participant's Contracting Agency will insert into its prospective Contracts (and require its Contractors to insert in subcontracts) provisions that satisfy the requirements

of this MOU and the specific PA, including paragraphs 6.8. and 6.9 of this Section, Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security), Section XIII (Third Party Sales and Transfers), and Section XVII (Amendment, Termination, Entry Into Effect and Duration) of this MOU, and include suitable provisions to ensure compliance with the Participants' respective export control laws and regulations.

- 6.8. 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 or PAs/E&MTAs 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 or PAs/E&MTAs under this MOU. Export-controlled Information furnished by one Participant under this MOU or PAs/E&MTAs under this MOU may only be retransferred by another Participant to its Contractors if the legal arrangements required by this paragraph have been established.
- 6.9. 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 or PAs/E&MTAs 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 or PAs/E&MTAs 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.
- 6.10. In the event a Participant's Contracting Agency is unable to secure adequate rights to use and disclose Information as required by Section IX (Disclosure and Use of Information) of this MOU, or is notified by Contractors or Prospective Contractors of any restrictions on the disclosure and use of Information, that Participant will notify the other Participant of the restriction(s) before the Contract or subcontract is signed. The Participants will immediately consult, at the appropriate level, to assess the consequences and determine the way ahead.
- 6.11. The Contracting Officer will ensure that the PASC and the POs are provided with sufficient Information concerning the Contract and its execution to enable them to fulfill their relevant responsibilities.

- 6.12. Should a Participant's Contracting Agency determine that quality assurance services, pricing, or cost investigation services are required, such services will be obtained through the responsible national authorities of the Participant within whose territories the performing Contractor or subcontractor is located, consistent with the Details of Agreement Between the Defense Authorities of the United States of America and the Commonwealth of Australia for Mutual Acceptance of Government Quality Assurance, dated November 29, 1994.
- 6.13. For PAs in which funds are transferred between the Participants, the receiving Participant will be responsible for the internal audit regarding administration of the other Participant's funds in accordance with the receiving Participant's national practices. Audit reports of such funds will be promptly made available by the receiving Participant to the other Participant.
- 6.14. Each Participant will promptly advise the other Participant of any cost growth, schedule delay, or performance problems of any Contractor for which its Contracting Agency is responsible.

## SECTION VII

### WORK SHARING

- 7.1. The Participants will work toward the goal that the work to be performed in PAs under this MOU will be shared in proportion to the Financial and Non-financial Cost of the Participants to the maximum extent practicable, consistent with high technical merit, reasonable cost, and the need to achieve the timely, economical, and efficient execution of the PA. This work will encompass those requirements contained in the Scope of Work Section of the PA that are common to the Participants and are funded under the PA.
- 7.2. Sources from both nations will be permitted to bid on PA work. Each Participant will encourage its Contractors to provide competitive opportunities to sources from the other Participant to participate in the work of the PA, provided that such participation does not adversely affect the PA.
- 7.3. No requirement will be imposed by either Participant for work sharing or other industrial or commercial compensation in connection with this MOU or applicable PA that is not in accordance with this MOU or the applicable PA.



## SECTION VIII

### EQUIPMENT AND MATERIAL TRANSFER

- 8.1. Each Participant may transfer, without charge to the other Participant, such Equipment and Material identified as being necessary for implementing a PA. The PA will provide specific details of any transfer of Equipment and Material. Equipment and Material identified at the time of PA signature will be specified in the PA as set out in Annex A (Model Project Arrangement) to this MOU. Equipment and Material that cannot be identified at the time of PA signature will be documented, when identified, in a list to be developed and maintained by the POs. Approval for all Equipment and Material transfers will be in accordance with national procedures.
- 8.2. For E&MTAs concluded pursuant to Annex C, each Participant may transfer, without charge to the other Participant, Equipment and Material, in accordance with the model at Annex C (Model Equipment and Material Transfer Arrangement) to this MOU. Approval for all E&MTAs will be in accordance with national procedures. The receiving Participant of the Equipment and Material, in accordance with the provisions of this MOU and its national laws, regulations, and policies, will provide without charge the results of any testing or evaluation to the other Participant.
- 8.3. The providing Participant will make every effort to ensure that the Equipment and Material is furnished in a serviceable and usable condition according to its intended purpose. However, the providing Participant makes no warranty or guarantee of fitness of the Equipment and Material for a particular purpose or use, and makes no commitment to alter, improve, or adapt the Equipment and Material, or any part thereof.
- 8.4. The receiving Participant will maintain any such Equipment and Material in good order, repair, and operable condition. Unless the providing Participant has authorized the Equipment and Material to be expended or otherwise consumed without reimbursement to the providing Participant, the receiving Participant will return the Equipment and Material to the providing Participant in as good condition as received, normal wear and tear excepted, or return the Equipment and Material and pay the cost to restore it. If the Equipment and Material is damaged beyond economical repair, the receiving Participant will return the Equipment and Material to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. If the Equipment and Material is lost or stolen while in the custody of the receiving Participant, the receiving Participant 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.
- 8.5. The providing Participant, at its expense, will deliver Equipment and Material to the receiving Participant at a mutually determined location. Possession and responsibility for the Equipment and Material will pass from the providing Participant to the receiving Participant at the time of receipt of the Equipment and Material. Any further

transportation is the responsibility of the receiving Participant unless otherwise specified in the appropriate PA/E&MTA.

- 8.6. All Equipment and Material that is transferred will be used by the receiving Participant only for the purposes of carrying out this MOU and the applicable PA or E&MTA, unless otherwise consented to in writing by the providing Participant. In addition, in accordance with Section XIII (Third Party Sales and Transfers) of this MOU, Equipment and Material will not be retransferred to a Third Party without the prior written consent of the providing Participant.
- 8.7. The providing Participant will transfer the Equipment and Material for the mutually determined transfer period. The transfer period may be extended by written mutual consent of the Participants provided that the duration of the transfer period will not exceed the effective period of the PA or E&MTA.
- 8.8. The providing Participant will furnish the receiving Participant such Information as is necessary to enable the Equipment and Material to be used. If the Participants mutually determine that specific training is required for use of Equipment and Material, they will mutually determine the appropriate arrangements for the provision of such training.
- 8.9. The receiving Participant will inspect and inventory the Equipment and Material upon receipt. The receiving Participant will also inspect and inventory the Equipment and Material prior to its return (unless the Equipment and Material is to be expended or consumed).
- 8.10. Upon expiration or termination of the transfer period specified in the PA or the E&MTA (taking into account any extension), the receiving Participant will return the Equipment and Material, at its expense, to the providing Participant at a location mutually determined. Possession and responsibility for the Equipment and Material will pass from the receiving Participant to the providing Participant at the time of its receipt. Any further transportation is the responsibility of the providing Participant.
- 8.11. The receiving Participant will provide to the providing Participant written notice of consumption or expenditure of Equipment and Material approved for such consumption or expenditure. In the event the intended consumption or expenditure does not occur, the receiving Participant will, unless otherwise determined by the providing Participant, return the Equipment and Material, at its expense, to the providing Participant to the location mutually determined in the PA or E&MTA. Any further transportation is the responsibility of the providing Participant.
- 8.12. The Participants will ensure, by all reasonable means, the protection of Intellectual Property rights in Equipment and Material.
- 8.13. Equipment and Material transferred to the receiving Participant under a PA or E&MTA will be returned to the providing Participant prior to the termination or expiration of the PA or E&MTA.

- 8.14. Each Participant waives all claims against the other Participant for damage to, or loss of, jointly acquired Equipment and Material arising from the performance of official duties. However, if the Participants mutually decide to repair damaged jointly acquired Equipment and Material in order to complete a PA, the cost of such repair will be shared in a manner that results in sharing the total costs of the PA in the proportions established for the Participants' contributions under the PA. In any case, if the Participants mutually determine that damage or loss is caused by reckless acts, reckless omission, willful misconduct or gross negligence of one Participant, the costs of any liability, including the cost of repairs, will be borne by that Participant.
- 8.15. Any Equipment and Material that is jointly acquired on behalf of both Participants for use under a PA will be disposed of during the PA, or when the PA expires or is terminated, as approved and directed by the ESC. Jointly acquired Equipment and Material will remain the property of both Participants in the same ratio as Financial and Non-financial Costs are shared in the PA under which it is acquired. The Participant who has custody of the jointly acquired Equipment and Material will maintain such jointly acquired Equipment and Material in good order and operable condition, normal wear and tear excepted, unless the Participants have mutually determined that it may be expended or otherwise consumed by that Participant in connection with this MOU and applicable PA. If jointly acquired Equipment and Material is damaged or lost while in custody of a Participant, the provisions of this Section, and in particular the responsibilities of the receiving Participant in paragraph 8.4., will apply. When a person or entity, other than the Participants (including their personnel), damages jointly acquired Equipment and Material, and the cost of making good such damage is not recoverable from such person or entity, the Participants will share such costs in the same ratios as the Financial and Non-financial Costs in the PA.
- 8.16. Mutually agreed disposal of jointly acquired Equipment and Material may include a transfer of the interest of one of the Participants in such Equipment and Material to the other Participant, the sale or transfer of such Equipment and Material to a Third Party, in accordance with Section XIII (Third Party Sales and Transfers), or sale or transfer to other non-Third Party entities. The Participants will share the consideration from jointly acquired Equipment and Material transferred or sold to a Third Party or other non-Third Party entity in the same ratio as Financial and Non-financial Costs are shared in the relevant PA.

## SECTION IX

### DISCLOSURE AND USE OF INFORMATION

#### 9.1. General

Both Participants recognize that successful cooperation depends on full and prompt exchange of Information necessary for carrying out this MOU. The Participants intend to acquire sufficient Information and rights to use such Information to promote the objectives of this MOU. The nature and amount of Information to be acquired will be consistent with the objectives stated in Section II (Objectives) and Section III (Scope of Work) of this MOU and any applicable PA. Subject to the rights both Participants are accorded under this MOU, title to Foreground Information generated by a Participant or its Contractor will reside with 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. Transfer of such Information to Contractors will be in accordance with each Participant's respective national disclosure policies and applicable export control laws and regulations.

- 9.2. Transfer of 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 the receiving Participant, all export-controlled Information furnished by one Participant to the receiving Participant may be retransferred to the other Participant's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors, subject to the requirements of paragraphs 6.8. and 6.9. of Section VI (Contracting Provisions). Export-controlled Information may be furnished by Contractors, subcontractors, Prospective Contractors and prospective subcontractors of one Participant's nation to Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of the other Participant's nation pursuant to this MOU or PAs/E&MTAs under this MOU, subject to the conditions established in licenses or other approvals issued by the Government of the furnishing Participant in accordance with its applicable export control laws and regulations.

#### Information Exchange, WGs, and Familiarization Visits

- 9.3. The disclosure and use provisions that govern Information exchanges, WGs, and Familiarization Visits authorized in Section III (Scope of Work) of this MOU, paragraphs 3.2., 3.3., and 3.6., are as follows:

- 9.3.1. Disclosure: Each Participant, upon request, will disclose to the other Participant any relevant Information, provided that:
- 9.3.1.1. such Information is necessary to or useful in a MOU activity, with the furnishing Participant determining whether it is "necessary to" or "useful in" the MOU activity;

- 9.3.1.2. Information subject to Intellectual Property rights may be disclosed only without incurring liability to holders of Intellectual Property rights;
  - 9.3.1.3. disclosure is consistent with national disclosure policies and regulations of the furnishing Participant; and
  - 9.3.1.4. any disclosure or transfer of such Information to Contractors is in accordance with the furnishing Participant's export control laws and regulations.
- 9.3.2. Use: Use of Information will be for information and evaluation purposes only. The receiving Participant will not disclose such Information to Contractors or any other persons, other than its Contractor Support Personnel, or use the Information in any other way without the specific prior written consent of the providing Participant.

#### Project Arrangements

#### 9.4. Government Foreground Information

- 9.4.1. Disclosure: Government Foreground Information generated by a Participant's military or civilian employees in the execution of a PA will be disclosed without charge to both Participants.
- 9.4.2. Use: Each Participant may use all Government Foreground Information without charge for Defense Purposes. The Participant generating Government Foreground Information will also retain its rights of use thereto. Any sale or other transfer to a Third Party will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this MOU.

#### 9.5. Government Background Information

- 9.5.1. Disclosure: Each Participant, upon request, will disclose to the other Participant any relevant Government Background Information generated by its military or civilian employees, provided that:
  - 9.5.1.1. such Government Background Information is necessary to or useful in the PA, with the Participant in possession of the Information determining whether it is "necessary to" or "useful in" the PA;
  - 9.5.1.2. Government Background Information subject to Intellectual Property rights may be disclosed only without incurring liability to holders of Intellectual Property rights; and

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

9.5.2. Use: Government Background Information disclosed by one Participant to the other may be used without charge by the other Participant for Project purposes only. However, subject to any Intellectual Property rights held by other than the Participant, Government Background Information may be used for Defense Purposes by the receiving Participant without charge when the use of such Government Background Information is necessary to enable the use of Foreground Information. The furnishing Participant (after consultation with the receiving Participant) will determine whether such use of Government Background Information is necessary. The furnishing Participant will retain all its rights with respect to such Government Background Information.

#### 9.6. Contractor Foreground Information

9.6.1. Disclosure: Contractor Foreground Information generated and delivered by Contractors, will be disclosed without charge to both Participants.

9.6.2. Use: Each Participant may use without charge for its Defense Purposes all Contractor Foreground Information generated and delivered by Contractors of the other Participant. The Participant whose Contractors generate and deliver Contractor Foreground Information will also retain rights of use thereto, in accordance with the applicable Contract(s). Any sale or other transfer to a Third Party of Contractor Foreground Information will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this MOU.

#### 9.7. Contractor Background Information

9.7.1. Disclosure: Any Contractor Background Information, (including Information subject to Intellectual Property rights) generated and delivered by Contractors will be made available to the other Participant provided the following provisions are met:

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

9.7.1.2. Contractor Background Information subject to Intellectual Property rights may be disclosed only without incurring liability to holders of Intellectual Property rights; and

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

9.7.2. Use: Contractor Background Information furnished by one Participant's Contractors and disclosed to the other Participant may be used without charge by the other Participant for Project purposes only, and may be subject to further restrictions by holders of Intellectual Property rights. The furnishing Participant will retain all its rights with respect to such Contractor Background Information. Subject to any Intellectual Property rights held by the furnishing Participant or its Contractors, where the use of Contractor Background Information is necessary to enable the use of Foreground Information, such Contractor Background Information may be used for Defense Purposes. The furnishing Participant (after consultation with the receiving Participant) will determine whether such use of Contractor Background Information is necessary.

#### 9.8. Alternative Uses of Information

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

9.8.2. The prior written consent of each Participant will be required for the use of Foreground Information for purposes other than those provided for in this MOU.

#### 9.9. Information subject to Intellectual Property rights

9.9.1. All unclassified Information subject to Intellectual Property rights will be identified, marked and handled as Controlled Unclassified Information in accordance with Section X (Controlled Unclassified Information) of this MOU. All Classified Information subject to Intellectual Property rights will be identified, marked and handled in accordance with Section XII (Security) of this MOU.

9.9.2. In addition to paragraph 10.4. of this MOU, prior to transferring Information subject to Intellectual Property rights to Contractors, the Participants will ensure the Contractors are legally bound to respect such Intellectual Property rights.

#### 9.10. Inventions and Patents

9.10.1. Each Participant will include in all its Contracts for PAs a provision governing the disposition of rights in regard to Inventions and Patent rights relating thereto, which either:

9.10.1.1. Provides that the Participant will hold title to all such Inventions together with the right to make Patent applications for the same, free of encumbrance from the Contractor concerned; or

- 9.10.1.2. Provides that the Contractor will hold title (or may elect to retain title) for such Inventions together with the right to make Patent applications for the same, while securing for the Participants a license for the Inventions, and any Patents thereto, on terms in compliance with the provisions of subparagraph 9.10.2. of this Section.
- 9.10.2. In the event that a Contractor owns title (or elects to retain title) for any Invention, the Contracting Participant will secure for the other Participant non-exclusive, irrevocable, royalty-free licenses under all Patents secured for that Invention, to practice or have practiced the patented Invention throughout the world for Defense Purposes.
- 9.10.3. The provisions of subparagraphs 9.10.4. through 9.10.7. of this Section will apply in regard to Patent rights for all Inventions made by the Participants' military or civilian employees, including those within Government-owned facilities, and for all Inventions made by Contractors for which the Contracting Participant holds title or is entitled to acquire title.
- 9.10.4. When a Participant has or can secure the right to file a Patent application with regard to an Invention, that Participant will consult with the other Participant regarding the filing of such Patent application. The Participant that has or receives title to such Invention will, in other countries, file, cause to be filed, or provide the other Participant with the opportunity to file on behalf of the Participant holding title, Patent applications covering that Invention. If a participant, having filed or caused to be filed a Patent application, abandons prosecution of the application or ceases maintaining the Patent granted or issued on the application, that Participant will notify the other Participant of that decision and permit the other Participant to continue the prosecution or maintain the Patent as the case may be.
- 9.10.5. Each Participant will be furnished with copies of Patent applications filed and Patents granted with regard to Inventions.
- 9.10.6. Each Participant will grant to the other Participant a non-exclusive, irrevocable, royalty-free license under its Patents for Inventions, to practice or have practiced the Invention throughout the world for Defense Purposes.
- 9.10.7. Patent applications to be filed under this MOU that contain Classified Information will be protected and safeguarded in accordance with the requirements contained in the Agreement between the United States and Australia regarding Interchange of Patent Rights and Technical Information for Defense Purposes: Filing of Classified Patent Applications, dated October 2, 1961.
- 9.11. Intellectual Property Infringement Claims



- 9.11.1. Each Participant will notify the other Participant of any Patent infringement claims made in its territory arising in the course of work performed under this MOU. Insofar as possible, the other Participant will provide Information available to them that may assist in defending the claim. Each Participant will be responsible for handling all Patent infringement claims made in its territory, and will consult with the other Participant during the handling, and prior to any settlement, of such claims. The Participants will share the costs of resolving Patent infringement claims in accordance with the same ratios as specified for their financial contributions in this MOU. The Participants will, in accordance with their national laws and practices, give their authorization and consent for all use and manufacture in the course of work performed under this MOU of any Invention covered by a Patent issued by their respective countries.
- 9.11.2. Each Participant will notify the other Participant of any Intellectual Property infringement claims made in its territory arising in the course of work performed under the Project. Insofar as possible, the other Participant will provide Information available to them that may assist in defending the claim. Each Participant will be responsible for handling all Intellectual Property infringement claims made in its territory, and will consult with the other Participant during the handling, and prior to any settlement, of such claims. The Participants will share the costs of resolving Intellectual Property infringement claims in accordance with the same ratios as specified for their financial contributions in a PA under this MOU. The Participants will, in accordance with their respective national laws and practices, give their authorization and consent for all use and manufacture in the course of work performed under this MOU of any Invention covered by Patent or, as determined to be necessary for work under this MOU, authorization and consent for non-commercial copyright granted or otherwise provided by their respective countries.

## SECTION X

### CONTROLLED UNCLASSIFIED INFORMATION

- 10.1. 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:
  - 10.1.1. such Information will be used only for the purposes authorized according to Section IX (Disclosure and Use of Information) of this MOU;
  - 10.1.2. access to such Information will be limited to personnel whose access is necessary for the permitted use under subparagraph 10.1.1 of this Section, and will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this MOU; and
  - 10.1.3. each Participant will take all applicable lawful steps, which may include national classification, available to it to keep such Information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 10.1.2. 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.
- 10.2. 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 PSI. The Participants will also decide, in advance and in writing, on the markings to be placed on any other types of Controlled Unclassified Information and describe such markings in the PSI.
- 10.3. Controlled Unclassified Information provided or generated pursuant to this MOU will be handled in a manner that ensures control as provided for in paragraph 10.1 of this Section.
- 10.4. Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Participants will ensure the Contractors are legally bound to control such Information in accordance with the provisions of this Section.

## SECTION XI

### VISITS TO ESTABLISHMENTS

- 11.1. All visits will be in accordance with the Security Agreement.
- 11.2. Each Participant will permit visits to its Government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Participant or by employees of the other Participant's Contractor(s), provided that the visit is authorized by both Participants and the employees have all necessary and appropriate security clearances and a need-to-know.
- 11.3. 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.
- 11.4. Requests for visits by personnel of one Participant to a facility of the other Participant will be coordinated through official channels, and will conform with the established visit procedures of the Host Participant. Requests for visits will bear the name of this MOU and the applicable PA, if any.
- 11.5. Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participant will be submitted through official channels in accordance with recurring international visit procedures.

## SECTION XII

### SECURITY

- 12.1. All Classified Information provided or generated pursuant to this MOU and any of its PAs will be stored, handled, transmitted, and safeguarded in accordance with the Security Agreement.
- 12.2. Classified Information will be transferred through official Government-to-Government channels only or through channels approved in writing by the DSAs of the Participants. Such Classified Information will bear the level of classification and denote the country of origin, the conditions of release, and the fact that the Information relates to this MOU and the applicable PA.
- 12.3. Each Participant will take all applicable lawful steps available to it to ensure that Classified Information provided or generated pursuant to this MOU is protected from further disclosure, except as permitted by paragraph 12.8. of this Section, unless the other Participant consents in writing to such disclosure. Accordingly, each Participant will ensure that:
  - 12.3.1. the receiving Participant 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 XIII (Third Party Sales and Transfers) of this MOU;
  - 12.3.2. the receiving Participant will not use the Classified Information for any purpose other than the purposes provided for in this MOU and applicable PA; and
  - 12.3.3. the receiving Participant will comply with any distribution and access restrictions on Classified Information that is provided under this MOU.
- 12.4. 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 or any of its PAs has been lost or disclosed to unauthorized persons or other entities. 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.
- 12.5. When a PA contains provisions for the exchange of Classified Information, the POs will prepare a PSI and a CG for the PA. The PSI and the CG will describe the methods by which 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 in accordance with paragraph 10.2. of Section X (Controlled Unclassified Information) of this MOU. The PSI and CG will be developed by the POs within three months after the PA enters into effect and in accordance with the

Security Agreement. 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 PA. 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 under this MOU and applicable PA.

- 12.6. The DSA of the Participant in which a classified Contract is awarded pursuant to this MOU or any PA 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, subcontractor, or prospective subcontractor of any Classified Information provided or generated under this MOU and any applicable PA, the DSAs will:
  - 12.6.1. ensure that such Contractor, Prospective Contractor, subcontractor, or prospective subcontractor and their facility(ies) have the capability to protect the Classified Information adequately;
  - 12.6.2. grant a security clearance to the facility(ies), if appropriate;
  - 12.6.3. grant a security clearance for all personnel whose duties require access to Classified Information, if appropriate;
  - 12.6.4. 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;
  - 12.6.5. carry out periodic security inspections of cleared facilities to ensure that the Classified Information is properly protected; and
  - 12.6.6. ensure that access to the Classified Information is limited to those persons who have a need-to-know for purposes of this MOU and any of its PAs.
- 12.7. The DSAs may carry out periodic security inspections of cleared facilities to ensure that the Classified Information is properly protected.
- 12.8. Contractors, Prospective Contractors, subcontractors, or prospective subcontractors who are determined by the 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 or any of its PAs 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 other Participant will be consulted for written approval prior to permitting such access.

- 12.9. For any facility wherein 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 Classified 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.
- 12.10. 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 or any of its PAs.
- 12.11. Information provided or generated pursuant to this MOU may be classified as high as TOP SECRET. The existence of this MOU is UNCLASSIFIED and the contents are UNCLASSIFIED. The classification of the existence of any PA and its contents will be stated in that PA.

## SECTION XIII

### THIRD PARTY SALES AND TRANSFERS

- 13.1. Except to the extent permitted in paragraph 13.2. of this Section, the Participants will not sell, transfer title to, disclose, transfer possession of Foreground Information (or any item produced either wholly or in part from Foreground Information) or jointly acquired or produced Equipment and Material, to any Third Party without the prior written consent of the Government of the other Participant. Furthermore, neither Participant will permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of the Government of the other Participant. Such consent will not be given unless the Government of the intended recipient consents in writing with the Participants that it will:
  - 13.1.1. not retransfer, or permit the further retransfer of, any equipment or Information provided; and
  - 13.1.2. use, or permit the use of, the equipment or Information provided only for the purposes specified by the Participants.
- 13.2. Each Participant will retain the right to sell, transfer title to, disclose, or transfer possession of Foreground Information that:
  - 13.2.1. is generated solely by a Participant or that Participant's Contractors in the performance of that Participant's work allocation under Section III (Scope of Work) of a PA; and
  - 13.2.2. does not include any Foreground Information or Background Information of the other Participant, and whose generation, test or evaluation has not relied on the use of Equipment and Material of the other Participant.
- 13.3. In the event that questions arise as to whether the Foreground Information (or any item produced either wholly or in part from the Foreground Information) that a Participant intends to sell, transfer title to, disclose, or transfer possession of to a Third Party is within the scope of paragraph 13.2. of this Section, the matter will be brought to the immediate attention of the other Participant. The Participants will resolve the matter prior to any sale or other transfer of such Foreground Information (or any item produced either wholly or in part from the Program Foreground Information) to a Third Party.
- 13.4. A Participant will not sell, transfer title to, disclose, or transfer possession, grant, donate or transfer usage rights of Equipment and Material or Background Information provided by the other Participant to any Third Party without the prior written consent of the Government of the Participant that provided such Equipment and Material or Information. The providing Participant's Government will be solely responsible for authorizing such transfers and, as applicable, specifying the method and provisions for implementing such transfers. For Equipment and Material or Background Information

that has been provided by a furnishing PA Participant to a receiving PA Participant, the Participants recognize that any sale, transfer of title to, or disclosure of Equipment and Material or Background Information by the receiving PA Participant to any non-Third Party will be in accordance with the applicable provisions of this MOU, including Section VI (Contracting Provisions), Section VIII (Equipment and Material Transfer), and Section IX (Disclosure and Use of Information).

- 13.5. Consent for Third Party sales and transfers of Foreground Information, jointly acquired Equipment and Material, or any item produced either wholly or in part from Foreground Information will be subject to foreign policy and national security considerations, and national laws, regulations, and policies of the Participants. A Participant's Government's approval of the other Participant's Government's proposed sale or transfer to a Third Party will take into account favorably its willingness to otherwise sell or transfer such equipment or Information to the same Third Party.



## SECTION XIV

### LIABILITY AND CLAIMS

- 14.1. Claims arising under this MOU and any PA will be dealt with in accordance with paragraph 1 of the United States-Australia Chapeau Defence Agreement, dated December 1, 1995.
- 14.2. The Participants will share any costs required to be shared under subparagraph 1.b).ii. of the Chapeau Agreement in the same proportions as the Financial Costs and Non-financial Costs are shared in the applicable PA.
- 14.3. The Participants will share any costs required to be shared under subparagraph 1.b).iv. of the Chapeau Agreement on the following basis:
  - 14.3.1. for Contracts where one Participant contracts solely on its own behalf, the Participant awarding the Contract will pay the cost of claims arising under that Contract;
  - 14.3.2. for Contracts where one Participant contracts on behalf of the other Participant, the Participant on whose behalf the Contract was awarded will pay the cost of claims arising under that Contract. The Contracting Participant will not indemnify Contractors against third party liability claims, unless otherwise mutually determined in the applicable PA; and
  - 14.3.3. for Contracts awarded on behalf of both Participants, the costs of claims arising under such Contracts will be shared in the same proportions as costs are shared in the applicable PA. The Contracting Participant will not indemnify Contractors against third party liability claims, unless otherwise mutually determined in the applicable PA.

## SECTION XV

### 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 customs duties, import and export 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 this MOU, including any PAs or E&MTAs under this MOU.
- 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 customs duties, import and export taxes, or similar charges are levied, the Participant in whose country they are levied will bear such costs. Any such costs will not be considered to fall under either Participant's shared costs.

## SECTION XVI

### SETTLEMENT OF DISPUTES

- 16.1. Disputes between the Participants arising under or relating to this MOU, including any of its PAs or E&MTAs, 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 XVII

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

- 17.1. All activities of the Participants under this MOU will be carried out in accordance with their respective national laws and regulations, including their export control laws and regulations. The obligations of the Participants will be subject to the availability of funds for such purposes.
- 17.2. In the event of a conflict between the terms of this MOU, or any PA or E&MTA under this MOU, this MOU will take precedence.
- 17.3. This MOU, or any PA or E&MTA to this MOU, may be amended by the mutual written consent of the Participants.
- 17.4. This MOU, or any PA or E&MTA under this MOU, may be terminated at any time by the mutual written consent of the Participants. In the event the Participants consent to terminate this MOU, or any PA or E&MTA under this MOU, the Participants will consult prior to the date of termination to ensure termination on the most economical and equitable terms. Termination of this MOU will result in the termination of all PAs and E&MTAs under this MOU.
- 17.5. Either Participant may terminate this MOU, or any PA under this MOU, upon 180 days written notice of its intent to terminate to the other Participant. An E&MTA may be unilaterally terminated by either Participant subject to the following provisions:
  - 17.5.1. For the receiving Participant, upon 60 days written notice to the providing Participant.
  - 17.5.2. For the providing Participant, at any time, allowing a reasonable time for the receiving Participant to return the relevant Equipment and Material.
- 17.6. Notice granted pursuant to paragraph 17.5. of this Section, will be the subject of immediate consultation to decide upon the appropriate course of action to conclude the activities under this MOU, PA, or E&MTA, as applicable. In the event of such termination, the following rules apply:
  - 17.6.1. the Participants will continue participation, financial or otherwise, in all MOU activities subject to the notice of termination, up to the effective date of termination;
  - 17.6.2. except as to Contracts awarded on behalf of both Participants, each Participant will be responsible for its own Project-related costs associated with termination of the PA. For Contracts awarded on behalf of both Participants, the terminating Participant will pay all Contract modification and termination costs that would not otherwise have been incurred but for the decision to terminate. However, in no event will a terminating Participant's total financial

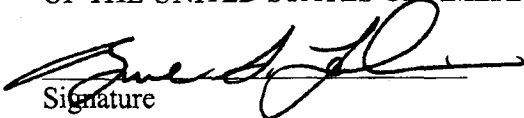
contribution, including Contract termination costs, exceed that Participant's total financial contribution for the PA being terminated;

- 17.6.3. all Information and rights therein received under the provisions of this MOU, prior to termination of this MOU, will be retained by the Participants, subject to the provisions of this MOU;
  - 17.6.4. if requested by the other Participant, the terminating Participant may continue to administer the Project Contract(s) that it awarded on behalf of the other Participant on a reimbursable basis;
  - 17.6.5. additional PA termination provisions consistent with this Section may be established in a PA; and
  - 17.6.6. each Participant will make available to the other Participant all Foreground Information generated prior to termination that has not been provided to the other Participant prior to the termination.
- 17.7. The respective rights and obligations of the Participants regarding Section VIII (Equipment and Material Transfer), Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security), Section XIII (Third Party Sales and Transfers), Section XIV (Liability and Claims), Section XVI (Settlement of Disputes), and this Section XVII (Amendment, Termination, Entry into Effect, and Duration) will continue to apply notwithstanding termination or expiration of this MOU or any of its PAs or E&MTAs.
- 17.8. This MOU, which consists of an Introduction, seventeen (17) Sections, and four (4) Annexes, will come into effect on the date of last signature, and will remain in effect for twenty (20) years unless terminated by either Participant.

The foregoing represents the understanding reached between the Department of Defense of the United States of America and the Department of Defence of Australia upon the matters referred to herein.

Signed, in duplicate, in the English language.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

  
Signature

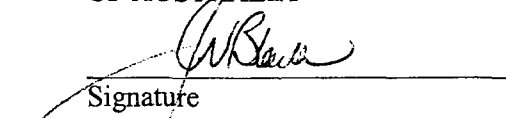
Bruce S. Lemkin  
Name

Deputy Under Secretary of the Air Force  
Title International Affairs

AUG 17 2007  
Date

Washington DC  
Location

FOR THE DEPARTMENT OF DEFENCE  
OF AUSTRALIA

  
Signature

JOHN N. BLACKBURN  
Name

DEPUTY CHIEF OF AIR FORCE  
Title

28 AUG 07  
Date

CANBERRA, ACT  
Location

ANNEX A

MODEL PROJECT ARRANGEMENT (PA)

PA NUMBER – (-XXXX\*)

TO THE

MEMORANDUM OF UNDERSTANDING BETWEEN THE

DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA AND

THE DEPARTMENT OF DEFENCE OF AUSTRALIA

CONCERNING

AIR AND SPACE CAPABILITY DEVELOPMENT

DATED

CONCERNING

(FULL DESIGNATION OF THE PROJECT)

\*The U.S. DoD will assign the Project Arrangement number.

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*(Drafting guidance: At a minimum, a PA will include the above sections, unless explicitly labeled "optional" in this annex. If additional topics need to be addressed, sections, appendices, or special provisions should be included as necessary and appropriate, consistent with the terms of this MOU. In the event of a conflict between the terms of this MOU and this PA, the MOU will take precedence.)*



## INTRODUCTION

This Project Arrangement (PA) is entered into pursuant to the Memorandum of Understanding between the Department of Defense of the United States of America (U.S. DoD) and the Department of Defence of Australia (ADOD) Concerning Air and Space Capability Development (MOU), dated \_\_\_\_\_ (*insert effective date of the MOU*).

## SECTION I

### DEFINITIONS

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

## SECTION II

### OBJECTIVES

The objectives of this \_\_\_\_\_ PA are:

- a. The development of \_\_\_\_\_.
- b. The improvement of \_\_\_\_\_.

## SECTION III

### SCOPE OF WORK

The following work will be undertaken under this PA:

- a. Develop \_\_\_\_\_.
- b. Evaluate \_\_\_\_\_.
- c. Design, fabricate, and test \_\_\_\_\_.

## SECTION IV

### SHARING OF TASKS

The sharing of tasks will be as follows:

- a. The U.S. DoD will \_\_\_\_\_.
- b. The ADOD will \_\_\_\_\_.
- c. The U.S. DoD and the ADOD will jointly \_\_\_\_\_.

SECTION V

BREAKDOWN AND SCHEDULE OF TASKS  
(OPTIONAL)

*(Drafting guidance: Use this format 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. Note that national priorities may pre-empt mutually determined schedules in PAs.

<u>Phase 1</u>	<u>Start</u>	<u>End</u>
Description of Phase 1	Month X	Month Y

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

<u>Phase 2</u>	<u>Start</u>	<u>End</u>
Description of Phase 2	Month X	Month Y

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

<u>Phase 3</u>	<u>Start</u>	<u>End</u>
Description of Phase 3	Month X	Month Y

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

**(Add as many phases as necessary.)**

The final report must be transmitted to the PA Steering Committee (PASC) or Executive Steering Committee (ESC) six months before the termination date of this PA.

SECTION VI

MANAGEMENT

1. The PASC members are:

U.S. DoD PASC member	Title/Position _____
----------------------	----------------------



Cooperative efforts of the Participants over and above the mutually determined tasks set out in the Scope of Work, Sharing of Tasks, Financial Provisions, and Contracting Provisions Sections of this PA will be subject to amendment to this PA or signature of a new PA.

***(Drafting guidance: If a PA will involve the assignment of Cooperative Project Personnel (CPP), the PA will include a provision that refers to paragraphs 5.7. - 5.8. of the MOU, identifies which Participant is sending or hosting CPP, and specifies the number of CPP to be assigned. In addition, the PA will include the amount of financial and non-financial contribution related to CPP in one of the two alternatives below in this section.)***

***(Drafting guidance: If a PA will not involve one Participant Contracting for the other or both Participants, and no funds will be exchanged between the Participants, use the following format for the Financial Arrangements. Both financial and non-financial contributions should be included in the total U.S. DoD and ADOD costs.)***

Alternative 1

The U.S. DoD tasks will not cost more than: \_\_\_\_\_ U.S. \$ or \_\_\_\_\_ AS \$.

The ADOD tasks will not cost more than: \_\_\_\_\_ AS \$ or \_\_\_\_\_ U.S. \$.

**Or:**

***(Drafting guidance: If a PA will involve one Participant Contracting for the other Participant or both Participants, or the Participants will transfer or exchange funds between them, use the following format for the Financial Arrangements.)***

Alternative 2

***(Cost of performance includes Financial and Non-financial Costs.)***

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
U.S. DoD						
ADOD						
TOTAL						

***(Drafting guidance: Using the above table and whatever description is necessary, explain and demonstrate how the PA will be funded. Identify both financial (funds) and non-financial (e.g., use of equipment) contributions and identify the amount of funds to be transferred between the Participants, as well as the rate of currency exchange.)***

***(Drafting guidance: The Financial Management Procedures Document (FMPD) should be developed by the POs, if needed, and submitted to the PASC or ESC for approval. The FMPD should include, at a minimum, schedule, handling, funding levels by year, auditing procedures for monetary contributions anticipated for the PA, and any approval authorization procedures for the expenditure of funds.)***

## SECTION VIII

### CONTRACTING PROVISIONS (OPTIONAL)

***(Drafting guidance: Insert any special Contract provisions that are needed to supplement the standard provisions contained in this MOU.)***

## SECTION IX

### LEVEL OF CLASSIFICATION

***Only one of the four following possibilities may be selected:***

- a. No Classified Information will be exchanged under this PA.
- b. The highest level of Classified Information exchanged under this PA is CONFIDENTIAL.
- c. The highest level of Classified Information exchanged under this PA is SECRET.
- d. The highest level of Classified Information exchanged under this PA is TOP SECRET.

The existence of this PA is *[insert classification]* and its contents are *[insert classification]*.

## SECTION X

### PRINCIPAL ORGANIZATIONS INVOLVED

***(Drafting guidance: List the organizations and facilities of the Participants.)***

SECTION XI

EQUIPMENT AND MATERIAL TRANSFERS  
(OPTIONAL)

Providing Participant	Receiving Participant	Qty	Description	Part/ Stock #	Consumable/ Non-Consumable	Transfer Period	Security Classification	* Estimated Replacement Value

\* Estimated Replacement Value is a good faith estimate of the replacement value at the time of the loan.

**NOTES:**

1. *In the event that the cooperative effort under the PA requires the provision of Equipment and Material to either Participant, a list of such Equipment and Material must be developed in general accordance with the preceding table. (Equipment and Material that cannot be identified at the time of PA signature will be documented, when identified, in a list to be developed and maintained by the POs in the format above.)*
2. *If jointly acquired Equipment and Material is an aspect of the cooperative effort under the PA, terms and conditions for the disposal of such jointly acquired Equipment and Material must be included in the PA.*

SECTION XII

SPECIAL PROVISIONS

All activities of the Participants under this PA will be carried out in accordance with each Participant’s respective national laws and regulations, including their applicable export control laws and regulations.

*(Drafting guidance: Identify any procedures, specifications, or other necessary attributes of the Project not delineated in other Sections).*

*(Drafting guidance: In the event a PSI and CG will not be created for the Project, the following paragraph shall be used).*

All U.S. export-controlled Information to be provided to the ADOD under this PA will be marked “International Traffic in Arms Regulations (ITAR)-Controlled” or “Export Administration Control Regulations (EAR) Controlled,” as appropriate, or such other markings

as is notified by the U.S. DoD to the ADOD. ADOD export-controlled Information will be marked "Australian Export-Controlled" or such other markings as is notified by the ADOD to the U.S. DoD.

### SECTION XIII

#### ENTRY INTO EFFECT, DURATION, AND TERMINATION

This \_\_\_\_\_ PA, a Project under the MOU between the Department of Defense of the United States of America and the Department of Defence of Australia, Concerning Air and Space Capability Development (*insert effective date of the MOU*) will come into effect upon signature by both the Participants, and will remain in effect for \_\_\_\_\_ years unless terminated by either Participant. It may be extended by the written mutual determination of the Participants.

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

FOR THE DEPARTMENT OF  
DEFENCE OF AUSTRALIA:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Location

## ANNEX B

### COOPERATIVE PROJECT PERSONNEL

#### 1.0. Purpose and Scope

1. This Annex to Memorandum of Understanding (MOU) between the Department of Defense of the United States of America (U.S. DoD) and the Department of Defence of Australia (ADOD) Concerning Air and Space Capability Development, dated \_\_\_\_\_ (*insert effective date of the MOU*), establishes the provisions that will govern the conduct of Cooperative Project Personnel (CPP). The Parent Participant will assign military members or civilian employees to the International Project Office (IPO) or other office or facility in accordance with Section IV (Management (Organization and Responsibility)) of the MOU and this Annex. CPP will be able to perform all the responsibilities assigned to them under the MOU and the relevant PA. Commencement of assignments will be subject to any 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 PA Steering Committee (PASC) or Project Officers (POs) will determine the length of tour for the positions at the time of initial assignment.
- 1.2. CPP will be assigned to an IPO or other office or facility for PA work and will report to their designated supervisor regarding that work. The POs will be responsible for the creation of a document describing the duties of each CPP position, which will be subject to approval by the PASC or ESC. CPP will not act as liaison officers on behalf of the Parent Participant. CPP may act from time to time on behalf of their respective PASC or Executive Steering Committee (ESC) member if the latter so authorizes in writing.
- 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 PASC or ESC will establish the maximum level of security clearance required, if any, to permit CPP to have access to Classified Information and facilities in which Classified Information is used in accordance with the Project Security Instruction (PSI) and Classification Guide (CG). Access to Classified Information and facilities in which Classified Information is used will be consistent with, and limited by, Section II (Objectives) and Section III (Scope of Work) of the MOU and will be kept to the minimum required to accomplish the work assignments.
- 2.2. The Parent Participant will file visit requests for the CPP through prescribed channels in compliance with the Host Participant's procedures. As part of the visit request procedures, the Parent Participant will cause security assurances to be filed, through the



Parent Participant's Government 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 an IPO or other office or facility are aware of, and comply with, applicable laws and regulations as well as the requirements of Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XI (Visits to Establishments), Section XII (Security), and Section XVII (Amendment, Termination, Entry into Effect, and Duration) of the MOU and the provisions of the applicable PSI and CG. Prior to commencing assigned duties, CPP will, if required by the Host Participant's Government's 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 violations of security and export control laws, regulations, or procedures during their assignments may be withdrawn from the CPP assignment with a view toward appropriate administrative or disciplinary action by the 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 XII (Security) of the MOU, the PSI, and the CG.
- 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 the Parent Participant. They will be granted access to such Information in accordance with Section X (Controlled Unclassified Information), Section XII (Security) of the MOU, and the PSI during normal duty hours at the IPO or other office or facility and when access is necessary to perform PA work.
- 2.7. CPP assigned to an IPO or other office or facility 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 unless specifically authorized by the PSI.
- 3.0. Technical and Administrative Matters
- 3.1. Consistent with the Host Participant's Government laws and regulations, and subject to applicable multilateral or bilateral agreements or arrangements, CPP will be subject to the same restrictions, conditions, and privileges as Host Participant personnel of comparable rank and in comparable assignments. Further, to the extent authorized by host Government's laws and regulations, and any applicable multilateral or bilateral agreements or arrangements, CPP and the CPP's authorized dependents will be accorded:

- 3.1.1. exemption from any Host Participant's Government tax upon income received from the Parent Participant; and
  - 3.1.2. exemption from any Host Participant's customs and import duties or similar charges levied on items entering the country for their official or personal use, including their baggage, household effects, and private motor vehicles.
- 3.2. On arrival, CPP and the CPP's dependents will be provided briefings arranged by the IPO or other office or facility about applicable laws, orders, regulations, and customs and the need to comply with them. CPP and the CPP's dependents will also be provided briefings arranged by the IPO or other office or facility regarding entitlements, privileges, and obligations such as:
- 3.2.1. Any medical and dental care that may be provided to CPP and the CPP's dependents at Host Participant medical facilities, subject to the requirements of applicable laws, regulations, and any applicable multilateral or bilateral agreements or arrangements;
  - 3.2.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and the CPP's dependents, subject to the requirements of applicable laws, regulations, and any applicable multilateral or bilateral agreements or arrangements;
  - 3.2.3. The Host Participant will provide, if available, housing and messing facilities for CPP and the CPP's dependents 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; and
  - 3.2.4. CPP and the CPP's dependents will have the responsibility of obtaining 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 PO, through the IPO or other office or facility, 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; and
  - 3.3.5. Australian CPP assigned to the United States will be required to wear in clear view, when required by security procedures, a U.S. DoD or similar building or installation pass or badge that clearly identifies CPP. Australian CPP will not be provided nametags, codes or titles that could imply that Australian CPP are U.S. DoD persons. U.S. DoD CPP assigned to Australia will be required to wear in clear view, when required by security procedures, an Australian DOD or similar building or installation pass or badge that clearly identifies CPP. U.S. DoD CPP will not be provided nametags, codes or titles that could imply that U.S. DoD CPP are Australian DOD persons.
- 3.4. CPP committing an offense under the laws of the Government of the Host Participant or Parent Participant may be withdrawn from the CPP assignment 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 the 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 in writing 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, CPP 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 in third countries; or
  - 3.5.3. Duty assignments in which direct hostilities are likely. Should an IPO or other office or facility to which CPP are assigned become involved in hostilities unexpectedly, assigned CPP 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.

## APPENDIX 1

### COOPERATIVE PROJECT PERSONNEL POSITION DESCRIPTION

1. Position:
  - a. Title: Cooperative Project Personnel (CPP)
2. Position location:
3. Security clearance level required for the position:
4. Qualifications/Skills Required for Position: ***(Insert appropriate data, e.g., accredited degree in a scientific or air and space related subject, air and space staff and/or operational experience, military specialty similar to U.S. Acquisition Program Manager and/or acquisition engineering experience.)*** The CPP will perform the following tasks and responsibilities as mutually determined by the Project Officers (POs).
5. General categories of Information to which access will be required: ***(insert appropriate categories of Information required to perform the duties outlined in this position description).***
6. Description of specific duties:
  - a. CPP will be primarily responsible for ***(insert responsibilities, e.g., coordinating the administration of the PA)***. CPP will require Information access to ***(insert specific Information access requirements, e.g., research, development, and engineering programs involving the air and space system in question)***;
  - b. Specific duties;
  - c. The CPP requires access to computer word processing systems for preparing reports;
  - d. Anticipated travel requirements and locations;
  - e. The CPP will attend technical meetings and symposiums as required in performance of assigned duties;
  - f. Reporting requirements ***(e.g., Provide a monthly summary of the U.S./AS air and space cooperative Projects that are undertaken as PAs under the MOU)*** and any tail requirement ***(e.g., This report is to cover plans and program execution, associated technology programs in the U.S. DoD, ADOD, and industry, and in-***

*service support and engineering issues. It should also include forecasts of forthcoming trials, tests and program reviews.);*

- g. Attend Australian and U.S. Project reviews and provide a summary report of Project Arrangement (PA) activities at that venue as required;
- h. In support of the PA, advise the PO on respective national procurement and fielding policy, support, and logistics doctrine and organization; and
- i. Provide administrative support and coordination for the PA Steering Committee (PASC) or Executive Steering Committee (ESC) and other Project meetings. In particular, the CPP will (*sample tasks listed below*):
  - (1) Request inputs from Working Group Project Officers (WGPOs) at least two weeks prior to each meeting;
  - (2) Provide written briefs to PO at least one week prior to each meeting;
  - (3) Provide draft minutes for each meeting within 10 days of the conclusion of the meeting;
  - (4) Provide written briefs on PA activities to PO every six weeks;
  - (5) Coordinate with key players in all PAs or Working Groups (WGs) so as to ensure timely progress;
  - (6) Act as focal point for routing requests for Information from both Participants regarding PAs;
  - (7) Attend PA meetings and providing administrative support where necessary; and
  - (8) Brief progress on PAs to PO as directed above.

ANNEX C

MODEL EQUIPMENT AND MATERIAL TRANSFER ARRANGEMENT  
(E&MTA)

E&MTA NUMBER (E&MTA-XXXX\*)

TO THE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA AND  
THE DEPARTMENT OF DEFENCE OF AUSTRALIA

CONCERNING

AIR AND SPACE CAPABILITY DEVELOPMENT

DATED \_\_\_\_\_

CONCERNING THE TRANSFER OF

(Insert brief description of Equipment and Material to be transferred)

FROM

(Insert title of the providing organization.)

TO

(Insert title of the receiving organization.)

\*The U.S. DoD will assign the E&MTA number.

## INTRODUCTION

This Equipment and Material Transfer Arrangement (E&MTA) is entered into pursuant to the Memorandum of Understanding between the Department of Defense of the United States of America and the Department of Defence of Australia Concerning Air and Space Capability Development (*Insert effective date of the MOU*) (MOU). This E&MTA is being executed by authorized representatives of the providing and receiving Participants pursuant to Section VIII (Equipment and Material Transfer) of this MOU.

## SECTION I

### DESCRIPTION AND QUANTITY

- 1.1. The following Equipment and Material will be transferred by the providing Participant to the receiving Participant:

Providing Participant	Receiving Participant	Qty	Description	Part/ Stock #	Consumable/ Non-Consumable	Transfer Period	Security Classification	* Estimated Replacement Value

\* Estimated Replacement Value is a good faith estimate of the replacement value at the time of the loan.

*(Fill in as appropriate)*

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

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

The Equipment and Material identified in paragraph 1.1. of this E&MTA is not intended to be consumed or expended during the course of the Air and Space Cooperative Activity described in subparagraph 2.1.1. of this E&MTA.

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

The Equipment and Material described in paragraph 1.1. of this E&MTA is intended to be consumed or expended during the course of the activities described in subparagraph 2.1.1. of this E&MTA.

## SECTION II

### PURPOSE

- 2.1. The purpose of this E&MTA is to support the following activities.
  - 2.1.1. *(Fill in as appropriate)*

## SECTION III

### MANAGEMENT AND RESPONSIBILITIES

- 3.1. Each Participant will designate a point of contact who will be responsible for implementing this E&MTA.
  - 3.1.1. For the providing Participant the point of contact is \*
  - 3.1.2. For the receiving Participant the point of contact is \*

***\* Insert the appropriate names, title/office symbols, addresses, and telephone numbers of the individuals assigned to implement the E&MTA.***
- 3.2. Responsibilities of the Providing Participant
  - 3.2.1. Transfer of the Equipment and Material. The providing Participant will transfer the Equipment and Material listed above for the duration of the transfer period specified in paragraph 6.4. of this E&MTA unless extended by mutual written consent.
  - 3.2.2. Equipment and Material Delivery. The providing Participant will deliver the Equipment and Material (***specify arrangements***). Possession and responsibility for the Equipment and Material will pass from the providing Participant to the receiving Participant at the time of receipt of the Equipment and Material at the mutually determined location specified. Any further transportation is the responsibility of the receiving Participant unless otherwise specified in this paragraph.
  - 3.2.3. Information. The providing Participant will furnish the receiving Participant such Information as is necessary to enable the Equipment and Material to be used in the activities described in subparagraph 2.1.1. of this E&MTA in accordance with Section IX (Disclosure and Use of Information) of the MOU.
- 3.3. Responsibilities of the Receiving Participant



3.3.1. Inspection and Inventory. The receiving Participant will inspect and inventory the Equipment and Material upon receipt. The receiving Participant will also inspect and inventory the Equipment and Material prior to its return to the providing Participant, unless the Equipment and Material is consumed in accordance with subparagraph 3.3.2. of this E&MTA.

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

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

Return of Equipment and Material. Upon expiration or termination of the transfer period as specified in paragraph 6.3. of this E&MTA (taking into account any approved extensions by the providing Participant), the receiving Participant will return the Equipment and Material to the providing Participant (*specify arrangements*). Possession and responsibility for the Equipment and Material will pass from the receiving Participant to the providing Participant at the time of receipt of the Equipment and Material at the mutually determined location specified. If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond economical repair, while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss/destruction/irreparable damage to the providing Participant.

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

Consumption of Equipment and Material. It is intended that the receiving Participant will consume the Equipment and Material specified in paragraph 1.1. of this E&MTA during the course of the activities described in subparagraph 2.1.1. of this E&MTA. If this does occur, the receiving Participant will provide written notice of its consumption to the providing Participant. In the event consumption does not occur prior to the end of the transfer period specified in paragraph 6.3. of this E&MTA, the receiving Participant will return the Equipment and Material to the providing Participant (*specify arrangements*). Possession and responsibility for the Equipment and Material will pass from the receiving Participant to the providing Participant at the time of receipt of the Equipment and Material at the mutually determined location specified. If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond repair prior to its intended consumption while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss/destruction/irreparable damage to the providing Participant.

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

## SECTION IV

### SPECIAL PROVISIONS (OPTIONAL)

- 4.1. *(Insert any special provisions as required.)*

## SECTION V

### CLASSIFICATION

- 5.1. *(Insert only one of the following paragraphs; note that one of these options must be selected.)*
- a. No classified Equipment and Material will be transferred under this E&MTA.
  - b. The highest level of classified Equipment and Material transferred under this E&MTA is CONFIDENTIAL.
  - c. The highest level of classified Equipment and Material transferred under this E&MTA is SECRET.
  - d. The highest level of classified Equipment and Material transferred under this E&MTA is TOP SECRET.

## SECTION VI

### MODIFICATION, TERMINATION, AND TRANSFER PERIOD

- 6.1. The provisions of this E&MTA may be modified or extended by written mutual consent of authorized representatives of the Participants in accordance with Section XVII (Amendment, Termination, Entry into Effect, and Duration) of the MOU.
- 6.2. This E&MTA may be terminated at any time in accordance with the following provisions:
- 6.2.1. Through the mutual written consent of the authorized representatives of the Participants;
  - 6.2.2. Unilaterally by the receiving Participant on 60 days written notice to the providing Participant.; or
  - 6.2.3. Unilaterally by the providing Participant at any time, allowing a reasonable time for the receiving Participant to return the relevant equipment/material.

- 6.3. Responsibilities regarding security and protection against unauthorized use, disclosure, or transfer that accrued prior to termination or expiration of the transfer period will continue to apply without limit of time in accordance with Section XVII (Amendment, Termination, Entry into Effect, and Duration) of the MOU.
- 6.4. The transfer period for the Equipment and Material described herein begins on the date of the last signature below, and unless terminated or extended, will continue until (*enter date or amount of time*).

FOR THE DEPARTMENT OF  
DEFENSE OF THE UNITED  
STATES OF AMERICA

FOR THE DEPARTMENT OF  
DEFENCE OF AUSTRALIA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Location

ANNEX D

MODEL WORKING GROUP (WG) TERMS OF REFERENCE (TOR)

(Insert name of WG) WORKING GROUP (WG)

UNDER THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA AND  
THE DEPARTMENT OF DEFENCE OF AUSTRALIA  
CONCERNING  
AIR AND SPACE CAPABILITY DEVELOPMENT

DATED-----

1. Authority. The Memorandum of Understanding between the Department of Defense of the United States of America and the Department of Defence of Australia Concerning Air and Space Capability Development, dated----- (MOU), fosters collaboration in research, development, test, evaluation, and prototyping potentially leading to new or improved military capability. The MOU provides for the establishment of Working Groups (WGs). This Terms of Reference (TOR) establishes the *(insert name of WG)* Working Group.

2. Definitions and Acronyms.

**(Provide any required definitions and spell out any acronyms used.)**

3. Purpose. *Provide a short paragraph identifying the purpose of the WG. A WG will be established to explore, study, and report on specific air and space research, development, test, evaluation, and prototyping issue(s). The WG will be limited in scope to a single, well-defined study or Project area and will endeavor to assess the research, development, test, evaluation, or prototyping issue based on Information provided by both Participants in such a way as to arrive at a jointly determined position. Examples follow:*

The *(insert name of WG)* will include activities covering the following areas:

The *(insert name of WG)* will

*evaluate...;*

*monitor...;*

*identify...;*

*initiate...;*

*investigate...; and*

*facilitate...*

*... activity beneficial to the Participants.*

*... and seek technological solutions to those ...*

The *(insert name of WG)* will provide a framework for the exchange of Information, the identification of potential PAs/E&MTAs for *(name of specific weapon system, etc.)*, and the coordination of the Participants' requirements prior to the formal staffing of a potential Project Arrangement (PA) or Equipment and Material Transfer Arrangement (E&MTA).

The purpose of the *(insert name of WG)* is to review respective *(name specific weapon system, etc.)* programs in order to identify mutually beneficial air and space research, development, test, evaluation, or prototyping cooperative activities between the Participants.

**Mandatory:** Specific collaborative activities will be carried out in accordance with this MOU and relevant PAs/E&MTAs or other international arrangements, subject to respective applicable laws and regulations of the Participants.

**Mandatory:** The *(insert name of WG)* is not intended to replace or inhibit activities under existing international arrangements.

4. Objectives. *Provide details of the type of work to be accomplished under this TOR. Example follows.*

Information on research conducted by each Participant in the area of (*name specific technology*) technology and its potential for (*identify potential benefit*) will be exchanged and the potential for a PA or E&MTA leading to application of the technology will be discussed.

**Mandatory:** The (*insert name of WG*) will not duplicate the activities of other organizations or arrangements.

5. Management Structure. *Examples follow.*

The WG Project Officers (WGPOs) designated by the Participants are: (*provide names, organizations, job titles, and contact information*)

The (*insert name of WG*) consists of representatives from (*organizations*) as principals and other representatives and supporting subject matter experts from (*organizations*) as appropriate.

Membership in the (*insert name of WG*) should be consistent with minimal turn-over of personnel.

The importance of consultation with other agencies and organizations is recognized. Representatives from specific air and space technology and Capability Development areas may be invited to participate in technical discussions, but will not become members of the (*insert name of WG*). They may, however, become members of a sub-group established under this WG for a specific air and space technology and Capability Development area or Project.

**Mandatory:** *Identify how often the WG will meet and who will host and chair.*

**Example:** WG meetings will be held at intervals as mutually agreed by the WGPOs, but at least annually. The Participants will host and chair the meetings on a rotational basis. Minutes will be prepared and provided to (*insert name of WG*) members and to the Executive Steering Committee (ESC) within (*specify time*) following the meetings. Administrative support for these meetings will be the responsibility of the Participant hosting the meeting.

**Mandatory:** *Identify how decisions will be reached.*

**Example:** All decisions of the (*insert name of WG*) will be unanimous.

**Mandatory:** *Identify one U.S. and one Australian WGPO. Include name, mailing address, email address, and phone number.*

**Mandatory:** The ESC will be the approval and signature authority for this TOR.

6. Exchange of Information. **Mandatory:** The (*insert name of WG*), along with its appropriate supporting subject matter experts, may exchange Information pertaining to (*name area of discussion of the WG*) activities in accordance with Article III (Scope) and Article IX (Disclosure and Use of Project Information) of the MOU. Information will be provided without charge and shall be used for information and evaluation purposes only.

**Mandatory if exchanging Classified or Controlled Unclassified Information:** Classified Information or Controlled Unclassified Information will be transferred only through official Government-to-Government channels or through channels approved by the Designated Security Authorities of both Participants. The provisions of Article X (Controlled Unclassified Information) and Article XII (Security) of the MOU apply. No Equipment and Material will be transferred under the auspices of the (*insert name of WG*).

**Mandatory:** The (*insert name of WG*) (*or its highest management level*) will ensure that any Information provided in accordance with this TOR is used only by the Participants and then only for the purpose for which it has been provided. Information will not be disclosed or released to any Third Party, Contractor, or used for any other purpose without the prior written consent of the providing Participant.

**Mandatory:** The WGPOs will produce and maintain a list of Information exchanged under this WG. This list will include name of document, date of document, author, security classification/release restrictions, cost/estimated value, country of origin, originating point of contact, use rights, receiving point of contact, date provided, and any requirement to return the document to the originator. A current list will be submitted annually to the ESC.

7. General. **Mandatory:** There will not be any transfer of funds between the Participants pursuant to this TOR. In those cases where a PA/E&MTA is determined to be required, the WGPOs will make every effort to prepare the necessary documentation and secure the required approvals as expeditiously as possible.

8. Legal Status. **Mandatory:** This TOR constitutes an administrative procedure to coordinate air and space research, development, test, evaluation, and prototyping activities between the Participants. It is not the intent of the Participants that this TOR be considered legally binding under international law, and this TOR does not create any rights, duties, or responsibilities against any person or entity in any court of law or equity, or before any Third Party. This TOR does not create any authority to perform any work, award any Contract, exchange Information, transfer funds, or otherwise obligate in any way either Participant to make or provide any financial or non-financial contribution to the other Participant for any purpose. Any collaborative activities identified for investigation by the (*insert name of WG*) will be pursued in accordance with the terms and provisions of the MOU. All Information exchange associated with the (*insert name of WG*) will be governed by the MOU.

9. Effective Date. **Mandatory:** The TOR for the (*insert name of WG*) becomes effective on the date of the last signature below and remains in effect until (*month day, year*)[*fill in before signature*], unless terminated or extended. This TOR may be amended or extended by mutual written consent of the ESC members. Either Participant may terminate the (*insert name of WG*)

upon 45 days written notification to the other Participant. Such notice will be the subject of immediate consultation by the ESC to decide upon the appropriate course of action.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

FOR THE DEPARTMENT OF DEFENCE  
OF AUSTRALIA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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Date

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Location

\_\_\_\_\_  
Location