

**DEFENSE**

**Research and Development**

**Agreement Between the  
UNITED STATES OF AMERICA  
and  
NORTH ATLANTIC TREATY ORGANIZATION  
SCIENCE AND TECHNOLOGY ORGANIZATION  
CENTRE FOR MARITIME RESEARCH AND  
EXPERIMENTATION**

Signed at Arlington and La Spezia  
October 8 and 12, 2020

Entered into force October 12, 2020



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.”

AGREEMENT  
BETWEEN  
THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA  
AND  
THE NORTH ATLANTIC TREATY ORGANIZATION  
SCIENCE AND TECHNOLOGY ORGANIZATION  
CENTRE FOR MARITIME RESEARCH AND EXPERIMENTATION  
CONCERNING  
DISTRIBUTED OCEAN SENSING  
(Short Title: DOS Agreement)

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## PREAMBLE

The Department of Defense of the United States of America (U.S. DoD) and the North Atlantic Treaty Organization (NATO) Science and Technology Organization (STO) Centre for Maritime Experimentation (CMRE), hereinafter referred to as the "Parties":

Having a common interest in defense;

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

Seeking to make the best use of their respective research and technology development capacities, eliminate unnecessary duplication of work, encourage interoperability, and obtain the most efficient and cost-effective results through cooperation in research, development, test, and evaluation (RDT&E) Projects;

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

Recognizing the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, signed in London on June 19, 1951;

Recognizing the Agreement on the Status of the North Atlantic Treaty Organization, National Representative and International Staff, dated September 20, 1951 (Ottawa Agreement);

Recognizing the NATO Agreement for the Mutual Safeguarding of Secrecy of Inventions Relating to Defence and for Which Applications for Patents Have Been Made, done at Paris on September 21, 1960 (NATO Secrecy of Inventions Agreement);

Recognizing the NATO Agreement on the Communicating of Technical Information for Defence Purposes done at Brussels on October 19, 1970, and the Implementing Procedures for the NATO Agreement on the Communication of Technical Information for Defence Purposes, approved by the North Atlantic Council on January 1, 1971 (NATO Agreement on Communication of Technical Information and its Implementing Procedures);

Recognizing the NATO C-M (2002)49 "Security Within the North Atlantic Treaty Organization," date June 17, 2002, and subsequent supplements and amendments; and

Having independently conducted studies, research, modeling, experiments, exercises, analyses, exploratory development, testing, and evaluation of the applications of various Distributed Ocean Sensing (DOS) technologies, and recognizing the benefits of cooperation on Projects regarding the same;

Have reached the following agreement:

## ARTICLE I

### DEFINITIONS AND ACRONYMS

For the purposes of this Distributed Ocean Sensing (DOS) Agreement, the following definitions shall apply:

Classified Information	Official Information that requires protection in the interests of national security and is so designated by security classification and corresponding marking, as appropriate. This Information may be in oral, visual, magnetic, electronic, or documentary form, or, in the form of Project Equipment, material, or technology.
CMRE	Centre for Maritime Research and Experimentation
Computer Database	A collection of data recorded in a form capable of being processed by a computer. This definition does not include Computer Software.
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 Databases 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 Parties to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the governmental organizations of the Parties. 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 Party that has authority to enter into, administer, or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Party who has the authority to enter into, administer, or terminate Contracts.
Contractor	Any entity awarded a Contract by a Party's Contracting Agency.
Contractor Support Personnel	Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Party under a support Contract.
Controlled Unclassified Information	Unclassified Information that requires safeguarding or dissemination controls pursuant to and consistent with applicable national laws, regulations, or Government-wide policies. It could include Information that has been declassified but remains controlled.
DARPA	Defense Advanced Research Projects Agency
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of either Party.
Financial Costs	Project costs met with monetary contributions.
Information	Knowledge that can be communicated by any means, regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, Computer Software, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form, and whether or not subject to Intellectual Property rights.
Intellectual Property	The subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967, as amended, and other subject matter as agreed by the Parties.
Non-financial Costs	Project costs met with non-monetary contributions.

OoT	Ocean of Things; a DARPA research program that seeks to advance oceanographic sensing and maritime awareness using low-power microelectronics and advanced data analytics.
Party	A signatory to this DOS Agreement represented by its military and civilian personnel. Contractors and Contractor Support Personnel shall not be representatives of a Party under this DOS Agreement.
Patent	A 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.
Project	Specific collaboration conducted and established under this DOS Agreement in accordance with Article II (Objectives) and Article III (Scope of Work) of this DOS Agreement.
Project Background Information	Information not generated in the performance of the Project.
Project Equipment	Any material, equipment, supplies, end item, subsystem, component, special tooling, or test equipment jointly acquired or provided for use in the Project.
Project Foreground Information	Information generated in the performance of the Project.
Project Information	Any Information provided to, generated in, or used in the Project.
Project Invention	Any invention in any field of technology, provided it is new, involves an inventive step, is capable of industrial application, and is formulated or made (conceived or "first actually reduced to practice") in the course of work performed under the Project. The term "first actually reduced to practice" means the first demonstration, sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.
Project Plan	A document that provides a detailed description of the Project including, but not limited to, its tasks, work schedule, delivery requirements, Project Equipment and milestones, that is developed and



updated as necessary by the Project Managers throughout the life of the Project. The Project Plan also includes guidance on the marking of Controlled Unclassified Information, Project Equipment inventory management, export control markings, environmental regulations, and references to applicable acquisition approval processes and documents, as appropriate.

Prospective Contractor

Any entity that seeks to enter into a Contract to be awarded by a Party'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 either the U.S. Government or a Government of a NATO member nation and any person or other entity whose government is not the U.S. Government or a Government of a NATO member nation. For the purposes of this DOS Agreement, citizens of NATO member nations who are on the NATO staff or are employees of Contractors or Prospective Contractors of any NATO member nation under contract to NATO who require access to Project Information for the purposes of this DOS Agreement are not Third Parties.

## ARTICLE II

### OBJECTIVES

- 2.1. The objectives of this DOS Agreement are to:
  - 2.1.1. Develop and advance oceanographic sensing and maritime situational awareness using low-power microelectronics and advanced data analytics;
  - 2.1.2. Share Project Information pertaining to oceanographic data and the DARPA OoT program; and
  - 2.1.3. Test Project Equipment through deployment in relevant locations, as appropriate, for research, testing, and evaluation.

## ARTICLE III

### SCOPE OF WORK

- 3.1. The scope of work for this DOS Agreement includes:
  - 3.1.1. Provision of existing Project Equipment to be used as the basis for collaboration;
  - 3.1.2. Testing and evaluation of Project Equipment to understand performance and prepare for deployment in mutually agreed upon locations;
  - 3.1.3. Deployment of Project Equipment at mutually agreed upon locations while ensuring the Parties are informed of duration of deployment, environment, and retrieving plan;
  - 3.1.4. Provision of environmental data from Project Equipment deployments;
  - 3.1.5. Provision of target position data pertaining to maritime situational awareness;
  - 3.1.6. Conduct post-deployment assessment of Project Equipment performance; and
  - 3.1.7. Sharing of lessons learned.
- 3.2. This DOS Agreement shall include the following specific tasks:
  - 3.2.1. Transport, receipt, and storage of Project Equipment in preparation for deployment.

- 3.2.2. Test and evaluate Project Equipment, which includes a single type of environmentally compliant float made from biosafe materials to house passive sensors that can survive harsh maritime environments. Each smart float shall contain a suite of non-sensitive, commercially available sensors to collect environmental data, such as ocean temperature, sea state, and location, as well as activity data about commercial vessels, aircraft, and even maritime mammals moving through the area.
  - 3.2.2.1. Perform visual inspection to ensure Project Equipment is intact from shipping; and
  - 3.2.2.2. Start Project Equipment, observe startup process using defined startup procedure, and store in preparation for deployment.
- 3.2.3. Deploy Project Equipment at mutually agreed upon locations.
- 3.2.4. Scuttle Project Equipment post-deployment in accordance with local laws, regulations, and executive orders related to the protection of marine life, and test, analyze, and evaluate collected data and performance.
- 3.2.5. Ensure compliance with local environmental regulations regarding the scuttling of Project Equipment.

3.3. The work allocation is shown in the following table:

	<i>U.S. DoD</i>	<i>NATO STO CMRE</i>
<i>Shipment of Project Equipment</i>	<i>X</i>	
<i>Receiving, storing, and testing of Project Equipment</i>		<i>X</i>
<i>Storage of Project Equipment</i>		<i>X</i>
<i>Deployment/scuttle of Project Equipment</i>	<i>X</i>	<i>X</i>
<i>Sharing of lessons learned</i>	<i>X</i>	<i>X</i>
<i>Ensuring compliance with environmental regulations</i>		<i>X</i>
<i>Provision of environmental and target data</i>	<i>X</i>	<i>X</i>

## ARTICLE IV

### MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

4.1. The Project shall be directed and administered on behalf of the Parties by an organization consisting of a Steering Committee (SC) and a Project Manager (PM) appointed from each Party. The SC shall have overall authority over the PMs, in accordance with this DOS Agreement. The PMs shall have primary responsibility for effective implementation, efficient management, and direction of the Project in accordance with this DOS Agreement. The Parties shall maintain and fund their own organizations for managing the Project.

4.2. The Project Plan shall be the principal management document used by the SC and PMs to implement and execute the Project to accomplish Article II (Objectives) and Article III (Scope of Work) of this DOS Agreement.

4.3. The SC shall consist of a representative designated by each Party. The U.S. DoD representative shall be the Office Director of the Strategic Technology Office (OD, STO), DARPA. The NATO STO CMRE representative shall be the Director, NATO STO CMRE. The SC shall meet annually, as appropriate, with additional meetings held at the request of either representative. Each meeting of the SC shall be chaired by the representative of the Party hosting the meeting. Decisions of the SC shall be made unanimously. In the event that the SC is unable to reach a timely decision on an issue, each SC representative shall refer the issue to its higher authority for resolution. The approved Project Plan shall continue to be implemented without interruption under the direction of the PMs while the issue is being resolved by higher authority.

4.4. The SC shall be responsible for:

4.4.1. Exercising executive-level oversight of the Project;

4.4.2. Monitoring overall DOS Agreement implementation, including the technical, cost, and schedule performance of the Project;

4.4.3. Approving the Project Plan, and any revisions thereto, submitted by the PMs in accordance with subparagraph 4.7.2. of this Article, and reviewing the technical progress of the Project against the Project Plan;

4.4.4. Reviewing the financial status of the Project to ensure compliance with the conditions of Article V (Financial Provisions) of this DOS Agreement;

4.4.5. Reviewing and forwarding to the Parties for approval recommended amendments to this DOS Agreement to be developed in accordance with their respective national laws, regulations, policies, and staffing procedures, and in accordance

with Article XVII (Amendment, Termination, Entry Into Force, and Duration) of this DOS Agreement;

- 4.4.6. Approving plans to manage and control the transfer of Project Equipment provided by either Party to support the execution of the Project in accordance with Article VII (Project Equipment) of this DOS Agreement;
- 4.4.7. Employing its best efforts to resolve, in consultation with the export control authorities of the Party concerned, any export control issues raised by the PMs in accordance with subparagraph 4.7.7. of this Article or raised by a Parties' SC representative in accordance with subparagraph 8.1.2.4. of Article VIII (Disclosure and Use of Project Information) of this DOS Agreement;
- 4.4.8. Monitoring Third Party sales and transfers authorized in accordance with Article XII (Third Party Sales and Transfers) of this DOS Agreement;
- 4.4.9. Reviewing the semi-annual status report submitted by the PMs; and
- 4.4.10. Resolving issues brought forth by the PMs.

4.5. Project offices shall be established in Arlington, Virginia, United States of America and in La Spezia, Italy to manage the Project. The OD, STO, DARPA, shall appoint the U.S. DoD PM, and the Director, NATO STO CMRE, shall appoint the NATO STO CMRE PM, both of whom shall be responsible for implementing this DOS Agreement and for carrying out the Project.

4.6. The PMs are completely and wholly responsible for management of those tasks listed as national responsibilities in Article III (Scope of Work) of this DOS Agreement.

4.7. For matters under their cognizance, the PMs shall be responsible for:

- 4.7.1. Managing the cost, schedule, performance requirements, technical, security, and financial aspects of the Project described in this DOS Agreement;
- 4.7.2. Developing the Project Plan, and any necessary revisions thereto; submitting the Project Plan and any revisions for SC approval; and implementing the Project Plan and any revisions upon SC approval;
- 4.7.3. Executing the financial aspects of the Project in accordance with Article V (Financial Provisions) of this DOS Agreement;
- 4.7.4. Referring issues to the SC that cannot be resolved by the PMs;

- 4.7.5. Developing and recommending amendments to this DOS Agreement to the SC;
- 4.7.6. Developing and implementing SC-approved plans to manage and control the transfer of Project Equipment provided by either Party in accordance with Article VII (Project Equipment) of this DOS Agreement;
- 4.7.7. Monitoring export control arrangements required to implement this DOS Agreement and, if applicable, referring to the SC immediately any export control issues that could adversely affect the implementation;
- 4.7.8. Providing a semi-annual status report to the SC, and other such reports as directed by the SC;
- 4.7.9. Appointing a Project security officer; and
- 4.7.10. Developing a public affairs plan.

## ARTICLE V

### FINANCIAL PROVISIONS

5.1. Each Party shall contribute its equitable share of the full Financial Costs and Non-financial Costs of the Project, including overhead costs, administrative costs, and costs of claims (consistent with Article XIII (Liability and Claims)) of this DOS Agreement. The assignment of work represents a sharing of work to be performed under the Project, and each Party shall receive an equitable share of the results of the Project.

5.2. Each Party shall fund the full extent of its participation in the Project. The Parties estimate that the performance of the obligations under this DOS Agreement shall not cost more than a cost ceiling of \$2,477,509 U.S. dollars. The U.S. dollar shall be the reference currency for the Project, and the Project fiscal year shall be the U.S. fiscal year.

5.3. The full Financial Costs and Non-financial Costs of the Project, as identified in this Article, shall be shared according to the following percentages:

Party	Percentage Share
U.S. DoD	50.4
NATO STO CMRE	49.6

5.4. The Parties shall use their best efforts to perform, or to have performed, the work specified in Article III (Scope of Work) of this DOS Agreement and fulfill all the obligations under this DOS Agreement within the cost ceiling specified in paragraph 5.2. of this Article.

5.5. Each Party shall bear the full Financial Costs and Non-financial Costs it incurs for performing, managing, and administering its activities under this DOS Agreement and all such costs shall be included as part of each Party's contributions to the Project. These costs include financial and non-financial contributions (e.g., salaries, travel, and per diem costs for each Party's Project personnel), as well as any Contract costs. Values have been mutually determined for Project non-financial contributions. Both financial and non-financial contributions are detailed in the following subparagraph to this DOS Agreement.

**5.5.1. In U.S. Dollars**

	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>Total</b>
<b>U.S. DoD Financial</b>	100,000	412,000	312,000	0	824,000
<b>U.S. DoD Non-financial</b>	85,000	155,000	180,000	5,000	425,000
<b>U.S. DoD Total</b>	185,000	567,000	492,000	5,000	1,249,000
<b>NATO STO CMRE Financial</b>	40,160	40,960	41,770	0	122,890
<b>NATO STO CMRE Non-financial</b>	363,113	368,503	369,003	5,000	1,105,619
<b>NATO STO CMRE Total</b>	403,273	409,463	410,773	5,000	1,228,509
<b>Total Project Value</b>	588,273	976,463	902,773	10,000	2,477,509

5.6. Cooperative efforts of the Parties over and above the jointly determined work set forth in Article III (Scope of Work) of this DOS Agreement shall be subject to future mutual consent of the Parties.

5.7. A Party shall promptly notify the other Party if available funds are not adequate to fulfill its obligations under this DOS Agreement, or if it appears that the cost ceilings of this DOS Agreement will be exceeded, or if a Party notifies the other Party that it is terminating or reducing its funding for the Project. In any of these aforementioned instances, both Parties shall immediately consult with a view toward continuation on a modified basis.

## ARTICLE VI

### CONTRACTING PROVISIONS

6.1. If either Party determines that Contracting is necessary to fulfill that Party's obligations under Article III (Scope of Work) of this DOS Agreement, that Party shall contract in accordance with its respective national laws, regulations, and procedures.

6.2. Each Party shall be solely responsible for its own Contracting, and the other Party shall not be subject to any liability arising from such Contracts without its prior written consent.

6.3. Each Party's Contracting Agency shall negotiate to obtain the rights to use and disclose Project Information required by Article VIII (Disclosure and Use of Information) of this DOS Agreement. For all Contracting activities performed by either Party, each Party's Contracting Agency shall insert into its prospective Contracts (and require its Contractors to insert in

subcontracts) suitable conditions to satisfy the requirements of this DOS Agreement, including Article VIII (Disclosure and Use of Information), Article IX (Controlled Unclassified Information), Article XI (Security), Article XII (Third Party Sales and Transfers), and Article XVII (Amendment, Termination, Entry Into Force, and Duration), and including export control provisions in accordance with this DOS Agreement, in particular paragraphs 6.4. and 6.5. of this Article. Each Party's Contracting Officer shall negotiate to obtain the rights to use and disclose Project Information required by Article VIII (Disclosure and Use of Information) of this DOS Agreement. During the Contracting process, each Party's Contracting Officer shall advise Prospective Contractors of their responsibility to notify the Contracting Agency, before Contract award, if they are subject to any license or agreement that will restrict their freedom to disclose Information or permit its use. The Contracting Officer shall also advise Prospective Contractors to employ their best efforts not to enter into any new agreement or arrangement that would result in such restrictions.

6.4. Each Party shall legally bind its Contractors to a requirement that the Contractor shall not retransfer or otherwise use export-controlled Information furnished by the other Party for any purpose other than the purposes authorized under this DOS Agreement. The Contractor shall 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 DOS Agreement. Export-controlled Information furnished by one Party under this DOS Agreement may only be retransferred by the other Party to its Contractors if the legal obligations required by this paragraph have been established.

6.5. Each Party shall legally bind its Prospective Contractors to a requirement that the Prospective Contractor shall not retransfer or otherwise use export-controlled Information furnished by the other Party for any purpose other than responding to a solicitation issued in furtherance of the purposes authorized under this DOS Agreement. Prospective Contractors shall not be authorized use of export-controlled Information for any other purpose if they are not awarded a Contract. The Prospective Contractors shall 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 Party under this DOS Agreement may only be retransferred by the other Party to its Prospective Contractors if the legal obligations required by this paragraph have been established. Upon request by the furnishing Party, the receiving Party shall identify its Prospective Contractors and prospective subcontractors receiving such export-controlled Information.

6.6. In the event a Party's Contracting Agency is unable to secure adequate rights to use and disclose Project Information as required by Article VIII (Disclosure and Use of Information) of this DOS Agreement, or is notified by Contractors or Prospective Contractors of any restrictions on the disclosure and use of Project Information, that Party's PM shall notify the other Party's PM of the restrictions, and the PMs shall submit the matter to the SC for resolution.



6.7. Each Party's PM shall advise the other Party's PM promptly of any cost growth, schedule changes, delay, or performance problems under any Contract for which its Contracting Agency is responsible.

6.8. No requirement shall be imposed by either Party for work sharing or other industrial or commercial compensation in connection with this DOS Agreement that is not in accordance with this DOS Agreement.

## ARTICLE VII

### PROJECT EQUIPMENT

7.1. Each Party may provide Project Equipment identified as being necessary for executing this DOS Agreement to the other Party. Project Equipment shall remain the property of the providing Party. A list of all Project Equipment provided by one Party to the other Party shall be developed and maintained by the PMs and approved by the SC.

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

7.3. The providing Party shall deliver Project Equipment to the receiving Party at a mutually determined location. Possession of the Project Equipment shall pass from the providing Party to the receiving Party at the time of receipt of the Project Equipment. Any further transportation is the responsibility of the receiving Party.

7.4. All Project Equipment that is transferred shall be used by the receiving Party only for the purposes of carrying out this DOS Agreement, unless otherwise agreed to in writing by the providing Party. In addition, in accordance with Article XII (Third Party Sales and Transfers) of this DOS Agreement, Project Equipment shall not be re-transferred or sold to a Third Party without the prior written consent of the providing Party.

7.5. Project Equipment transferred to one Party under this DOS Agreement shall be returned to the providing Party prior to the termination or expiration of this DOS Agreement, subject to paragraph 7.2. of this Article.

7.6. There shall be no Project Equipment jointly acquired under this DOS Agreement. Following the completion of testing, Project Equipment shall be scuttled in accordance with paragraph 3.2.4 of Article III (Scope of Work) during the period of this DOS Agreement or when this DOS Agreement ceases, as determined by the PMs.

7.7. In accordance with paragraph 7.1. of this Article, in the event that the collaborative efforts under this DOS Agreement require the provision of Project Equipment to either Party, the PMs shall develop a list of such Project Equipment in accordance with the following table that shall be included in the Project Plan.

Providing Party	Receiving Party	QTY	Description	Part/ Stock #	Consumables/ Non-Consumables	Replacement Value

## ARTICLE VIII

### DISCLOSURE AND USE OF INFORMATION

#### 8.1. General

8.1.1. Both Parties recognize that successful collaboration depends on full and prompt exchange of Information necessary for carrying out activities under this DOS Agreement. The Parties intend to acquire sufficient Information and rights to use such Information to enable the deployment, test, and evaluation of Project Equipment in support of this DOS Agreement. The nature and amount of Project Information to be acquired shall be consistent with the objectives stated in Article II (Objectives) and Article III (Scope of Work) of this DOS Agreement.

8.1.2. The following export control provisions shall apply to the transfer of Information furnished or generated under this DOS Agreement:

8.1.2.1. Transfer of such Information shall be consistent with furnishing Party's applicable export control laws and regulations

8.1.2.2. Unless otherwise restricted by duly authorized officials of the furnishing Party at the time of transfer to the other Party, all export-controlled Information furnished by one Party to the other Party may be retransferred to the other Party's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors, subject to the requirements of paragraphs 6.4. and 6.5. of Article VI (Contracting Provisions) of this DOS Agreement.

8.1.2.3. Export-controlled Information may be furnished by Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of one Party's nation to the Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of the other Party's nation pursuant to this DOS Agreement, subject to the conditions established in licenses or other approvals issued by the Government of the furnishing Party in accordance with its applicable export control laws and regulations.

8.1.2.4. If a Party finds it necessary to exercise a restriction on the retransfer of export-controlled Information as set out in subparagraph 8.1.2.2. of this Article, it shall inform the other Party promptly. If a restriction is then exercised and the affected Party objects, that Party's PM shall notify the other Party PM promptly and they shall consult immediately in order to discuss ways to resolve such issues or mitigate any adverse effects.

## 8.2. Government Project Foreground Information

8.2.1. Disclosure: All Project Foreground Information generated by a Party's military or civilian employees (hereinafter referred to as "Government Project Foreground Information") shall be disclosed promptly and without charge to the Parties.

8.2.2. Use: Each Party may use or have used all Government Project Foreground Information without charge for Defense Purposes. The Party generating Government Project Foreground Information shall also retain all its rights of use thereto. Any sale or other transfer to a Third Party shall be subject to the conditions of Article XII (Third Party Sales and Transfers) of this DOS Agreement.

## 8.3. Government Project Background Information

8.3.1. Disclosure: Each Party, upon request, shall disclose promptly and without charge to the other Party any relevant Project Background Information generated by its military or civilian employees (hereinafter referred to as "Government Project Background Information"), provided that:

8.3.1.1. Such Government Project Background Information is necessary to or useful in the Project, with the Party in possession of the Information determining, after consulting with the requesting Party, whether it is "necessary to" or "useful in" the Project;

8.3.1.2. The rights of holders of Intellectual Property are not infringed;

- 8.3.1.3. Disclosure of such Government Project Background Information is consistent with national disclosure policies and regulations of the furnishing Party; and
    - 8.3.1.4. Any disclosure or transfer of such Government Project Background Information to Contractors is consistent with the furnishing Party's export control laws and regulations.
  - 8.3.2. Use: Government Project Background Information furnished by one Party to the requesting Party may be used without charge by or for the requesting Party for Project purposes. However, subject to Intellectual Property rights held by entities other than the Parties, such Government Project Background Information may be used for Project purposes by the requesting Party, without charge, when such Information is necessary for the use of Project Foreground Information. The furnishing Party, in consultation with the other Party, shall determine whether the Government Project Background Information is necessary for the use of Project Foreground Information. The furnishing Party shall retain all its rights with respect to such Government Project Background Information.
- 8.4. Contractor Project Foreground Information
  - 8.4.1. Disclosure: Project Foreground Information generated and delivered by Contractors (hereinafter referred to as "Contractor Project Foreground Information") shall be disclosed promptly and without charge to both Parties.
  - 8.4.2. Use: Each Party may use or have used without charge for Defense Purposes all Contractor Project Foreground Information generated and delivered by Contractors of the Parties. The Party whose Contractors generate and deliver Contractor Project Foreground Information shall also retain all its rights of use thereto in accordance with the applicable Contracts. Any sale or other transfer to a Third Party of Contractor Project Foreground Information shall be subject to the conditions of Article XII (Third Party Sales and Transfers) of this DOS Agreement.
- 8.5. Contractor Project Background Information
  - 8.5.1. Disclosure: A Contracting Party shall make available to the other Party promptly and without charge all Project Background Information generated by Contractors (hereinafter referred to as "Contractor Project Background Information") that is delivered under Contracts awarded in accordance with this DOS Agreement. Any other Contractor Project Background Information that is in the possession of one Party shall be made available promptly and without charge to the other Party, upon its request, provided the following conditions are met:

- 8.5.1.1. Such Contractor Project Background Information is necessary to or useful in the Project. The Party in possession of the Contractor Project Background Information shall determine, after consultation with the requesting Party, whether it is "necessary to" or "useful in" the Project.
  - 8.5.1.2. The rights of holders of Intellectual Property are not infringed.
  - 8.5.1.3. Disclosure of such Contractor Project Background Information is consistent with national disclosure policies and regulations of the furnishing Party.
  - 8.5.1.4. Any disclosure or transfer of such Contractor Project Background Information to Contractors is consistent with the furnishing Party's export control laws and regulations.
- 8.5.2. Use:
- 8.5.2.1. All Contractor Project Background Information delivered by Contractors under Contracts awarded in accordance with this DOS Agreement may be used by or for the receiving Party, without charge, for Project purposes, subject to any restrictions by holders of Intellectual Property rights other than the Parties. Also, when necessary for the use of Project Foreground Information, such Contractor Project Background Information may be used with the Project Foreground Information by the Parties for Defense Purposes, subject to the terms of the Contract.
  - 8.5.2.2. Any other Contractor Project Background Information furnished by one Party's Contractors and disclosed to a requesting Party may be used without charge by the requesting Party for Project purposes, subject to any restrictions by holders of Intellectual Property rights other than the Parties. Also, when necessary for the use of Project Foreground Information, such other Contractor Project Background Information may be used by the requesting Party for Defense Purposes, subject to such fair and reasonable terms as may be necessary to be arranged with the Contractor. The furnishing Party, in consultation with the requesting Party, shall determine whether such other Contractor Project Background Information is necessary for the use of Project Foreground Information. The furnishing Party shall retain all its rights with respect to Contractor Project Background Information.

## 8.6. Alternative Uses of Project Information

8.6.1. Any Project Background Information provided by one Party shall be used by the other Party only for the purposes set forth in this DOS Agreement, unless otherwise consented to in writing by the providing Party.

8.6.2. The prior written consent of each Party shall be required for the use of Project Foreground Information for purposes other than those provided for in this DOS Agreement.

#### 8.7. Proprietary Information

8.7.1. All Information that is subject to disclosure and use restrictions with respect to Intellectual Property rights shall be identified and marked, and it shall be handled as Controlled Unclassified Information.

8.7.2. The provisions of the NATO Agreement on the Communication of Technical Information for Defence Purposes, done at Brussels on October 19, 1970, and the Implementing Procedures for the NATO Agreement on the Communication of Technical Information for Defence Purposes, approved by the North Atlantic Council on January 1, 1971 (or any successor agreement and procedures), shall apply to Information that is subject to Intellectual Property rights.

#### 8.8. Project Inventions and Patents

8.8.1. Each Party shall include in all its Contracts for the Project a provision governing the disposition of rights in regard to Project Inventions and Patent rights relating thereto that either:

8.8.1.1. Provides that the Party shall hold title to all such Project Inventions together with the right to make Patent applications for the same, free of encumbrance from the Contractor concerned; or

8.8.1.2. Provides that the Contractor shall hold title (or may elect to retain title) for such Project Inventions together with the right to make Patent applications for the same, while securing for the Parties a license for the Project Inventions, and any Patents thereto, on terms in compliance with the conditions of subparagraph 8.8.2. of this Article.

8.8.2. In the event that a Contractor owns title (or elects to retain title) to any Project Invention, the Contracting Party shall secure for the other Party non-exclusive, irrevocable, royalty-free licenses under all Patents secured for that Project Invention, to practice or have practiced the patented Project Invention throughout the world for Defense Purposes.

- 8.8.3. The conditions of subparagraphs 8.8.4. through 8.8.6. of this Article shall apply in regard to Patent rights for all Project Inventions made by the Parties' military or civilian employees, including those within Government-owned facilities, and for all Project Inventions made by Contractors for which the Contracting Party holds title or is entitled to acquire title.
- 8.8.4. When a Party has secured or can secure the right to file a Patent application with regard to a Project Invention that Party shall consult with the other Party regarding the filing of such Patent application. The Party that has or receives title to such Project Invention shall, in other countries, file, cause to be filed, or provide the other Party with the opportunity to file on behalf of the Party holding title, Patent applications covering that Project Invention. A Party shall notify the other Party immediately that a Patent application has been filed. If a Party, 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 Party shall notify the other Party of that decision and permit the other Party to continue the prosecution or maintain the Patent as the case may be.
- 8.8.5. Each Party shall be furnished with copies of Patent applications filed and Patents granted with regard to Project Inventions.
- 8.8.6. Each Party shall grant to the other Party a non-exclusive, irrevocable, royalty-free license under its Patents for Project Inventions, to practice or have practiced the Project Invention throughout the world for Defense Purposes.
- 8.9. Each Party shall notify the other Party of any Intellectual Property infringement claims brought against that Party arising in the course of work performed under the Project on behalf of the other Party. Insofar as possible, the other applicable Party shall provide Information available to it that may assist in defending such claims. Each Party shall be responsible for handling such Intellectual Property infringement claims brought against it, and shall consult with the other Party during the handling, and prior to any settlement, of such claims. The Parties shall share the costs of resolving such Intellectual Property infringement claims in proportion to their financial contributions for that work specified in Article V (Financial Provisions) of this DOS Agreement.
- 8.10. Public Release
- 8.10.1. In accordance with paragraph 8.6. of this Article, the Parties may mutually determine that selected Project Foreground Information is suitable for public release in accordance with their respective national procedures and a jointly prepared public affairs plan. A record of each determination (describing the Information and indicating the Contributing Parties involved) shall be provided to the SC. Such selected Project Foreground Information that has been released into the public domain shall no longer be subject to any restrictions regarding transfer or use.

## ARTICLE IX

### CONTROLLED UNCLASSIFIED INFORMATION

9.1. Except as otherwise provided in this DOS Agreement or as authorized in writing by the originating Party, Controlled Unclassified Information provided or generated pursuant to this DOS Agreement shall be controlled as follows:

- 9.1.1. Such Information shall be used only for the purposes authorized for use of Information as specified in Article VIII (Disclosure and Use of Information) of this DOS Agreement.
- 9.1.2. Access to such Information shall be limited to personnel whose access is necessary for the permitted use under subparagraph 9.1.1. of this Article, and shall be subject to the conditions of Article XII (Third Party Sales and Transfers) of this DOS Agreement.
- 9.1.3. Each Party shall take all lawful steps available to it, including national classification, to keep such Information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 9.1.2. of this Article, unless the originating Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party.

9.2. To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked to ensure its “in confidence” nature. The Parties’ export-controlled Information shall be marked in accordance with the applicable Party’s export control markings as documented in the Project Plan. The Parties shall also decide, in advance and in writing, on the markings to be placed on any other types of Controlled Unclassified Information and shall describe such markings in the Project Plan for this DOS Agreement.

9.3. Controlled Unclassified Information provided or generated pursuant to this DOS Agreement shall be handled in a manner that ensures control as provided for in paragraph 9.1. of this Article.

9.4. Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Parties shall ensure the Contractors are legally bound to control such Information in accordance with the conditions of this Article.



## ARTICLE X

### VISITS TO ESTABLISHMENTS

10.1. Each Party shall permit visits to its Government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Party or by employees of the other Party's Contractors, provided that the visit is authorized by both Parties and the employees have any necessary and appropriate security clearances and a need-to-know.

10.2. All visiting personnel shall be required to comply with security regulations of the hosting Party. Any Information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the conditions of this DOS Agreement.

10.3. Requests for visits by personnel of one Party to a facility of the other Party shall be coordinated through official channels, and shall conform to the established visit procedures of the hosting Party. Requests for visits shall bear the name of this DOS Agreement.

10.4. Lists of personnel of each Party required to visit, on a continuing basis, facilities of the other Party shall be submitted through official channels in accordance with recurring international visit procedures.

## ARTICLE XI

### SECURITY

11.1. The existence of this DOS Agreement is Unclassified and its contents are Unclassified.

11.2. It is the intent of the Parties that the Project carried out under this DOS Agreement shall be conducted at the Unclassified level. No Classified Information shall be provided or generated under this DOS Agreement.

## ARTICLE XII

### THIRD PARTY SALES AND TRANSFERS

12.1. Except to the extent permitted in paragraph 12.2. of this Article, the Parties shall not sell, transfer title to, disclose, or transfer possession of Project Foreground Information, or Project Equipment, or any item produced either wholly or in part from Project Foreground Information to any Third Party without the prior written consent of the Government of the other Party. Furthermore, neither Party shall 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 Party. Such

consent shall not be given unless the Government of the intended recipient confirms in writing with the other Party that it shall:

12.1.1. Not retransfer, or permit the further retransfer of, any Project Equipment or Information provided; and

12.1.2. Use, or permit the use of, the Project Equipment or Information provided only for the purposes specified by the Parties.

12.2. Each Party shall retain the right to sell, transfer title to, disclose, or transfer possession of Project Foreground Information or any item produced, either wholly, or in part, from Project Foreground Information:

12.2.1. That is generated solely by either that Party or that Party's Contractors in the performance of that Party's work allocation under this DOS Agreement; and

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

12.3. In the event that questions arise whether the Project Foreground Information (or any item produced either wholly or in part from the Project Foreground Information) that a Party intends to sell, transfer title to, disclose, or transfer possession of to a Third Party is within the scope of paragraph 12.2. of this Article, the matter shall be brought to the immediate attention of the other Party's PM. The Parties shall resolve the matter prior to any sale or other transfer of such Project Foreground Information (or any item produced either wholly or in part from the Project Foreground Information) to a Third Party.

12.4. A Party shall not sell, transfer title to, disclose, or transfer possession of Project Equipment or Project Background Information provided by the other Party to any Third Party without the prior written consent of the Government of the other Party that provided such Project Equipment or Information. The providing Party's Government shall be solely responsible for authorizing the transfers described in this paragraph and, as applicable, specifying the method and conditions for implementing such transfers.

## ARTICLE XIII

### LIABILITY AND CLAIMS

13.1. For liability arising out of, or in connection with, activities undertaken in the performance of official duty in the execution of this DOS Agreement, the following conditions shall apply:

- 13.1.1. Claims against a Party or its military or civilian personnel shall be dealt with in accordance with the terms of applicable multilateral or bilateral treaties and agreements of the Parties.
- 13.1.2. For those claims for which multilateral or bilateral treaties or agreements do not apply, the following conditions shall apply:
  - 13.1.2.1. With the exception of claims for loss of or damage to Project Equipment, which are addressed in Article VII (Project Equipment) of this DOS Agreement, each Party waives all claims against the other Party in respect to injury to or death of its military or civilian personnel and for damage to or loss of its property (including its interest in jointly acquired Project Equipment caused by such personnel of the other Party. However, if the Parties determine that such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct or gross negligence of a Party's military or civilian personnel, the costs of any liability shall be borne by that Party alone.
  - 13.1.2.2. Claims from any other persons for injury, death, damage, or loss of any kind caused by one of the Parties' military or civilian personnel shall be processed by the most appropriate Party, as determined by the Parties. Any costs determined to be owed the claimant shall be borne by the Parties in the same ratios as their financial and non-financial contributions specified in this DOS Agreement. However, if the Parties determine that such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Party's military or civilian personnel, the costs of any liability shall be borne by that Party alone.
- 13.2. If a person or entity, other than the Party's military or civilian personnel, damages jointly acquired Project Equipment under this DOS Agreement, and the cost of making good such damage is not recoverable from such person or entity, such cost shall be borne by the Parties in the same ratios as their financial and non-financial contributions specified in this DOS Agreement.
- 13.3. Claims arising under any Contract awarded under this DOS Agreement shall be resolved in accordance with the terms of that Contract.
- 13.4. Employees and agents of Contractors are not considered civilian personnel of a Party for the purposes of this Article.

## ARTICLE XIV

### CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

14.1. Customs duties, import and export taxes, and similar charges shall be administered in accordance with each Party's respective laws and regulations. Insofar as existing national laws and regulations permit, the Parties shall 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 the Project.

14.2. Each Party shall 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 of the Project. If any such customs duties, import and export taxes, or similar charges are levied in connection with the Project, the Party in whose country they are levied shall bear such costs over and above that Party's shared costs of the Project.

14.3. If, in order to apply European Union (EU) regulations, it is necessary to levy duties, then these shall be met by NATO STO CMRE. To this end, parts or components of the Project Equipment from outside the EU shall proceed to their final destination accompanied by the relevant customs document enabling settlement of duties to take place. The duties shall be paid as a cost over and above NATO STO CMRE's shared cost the Project.

## ARTICLE XV

### SETTLEMENT OF DISPUTES

15.1. Disputes between the Parties arising under or relating to this DOS Agreement shall be resolved only by consultation between the Parties and shall not be referred to a national court, an international tribunal, or to any other person or entity for settlement.

## ARTICLE XVI

### GENERAL PROVISIONS

16.1. All DOS Agreement Activities shall be carried out in accordance with the Parties' respective national or organizational laws and regulations, including their respective export control laws and regulations. The obligations of the Parties shall be subject to the availability of funds for such purposes.

## ARTICLE XVII

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

17.1. This DOS Agreement may be amended by the mutual written consent of the Parties.

17.2. This DOS Agreement may be terminated at any time by the written consent of the Parties. In the event both Parties consent to terminate this DOS Agreement the Parties shall consult prior to the date of termination to ensure termination in the most economical and equitable manner.

17.3. Either Party may terminate this DOS Agreement upon ninety (90) days' written notification to the other Party of its intent to terminate. Such notice shall be the subject of immediate consultation by the SC, in the case of termination of the DOS Agreement, to decide upon the appropriate course of action to conclude the activities under this DOS Agreement. In the event of such termination, the following rules apply:

17.3.1. The Party terminating this DOS Agreement shall continue participation, financial or otherwise, in the DOS Agreement affected by the notification of termination, up to the effective date of termination.


17.3.2. Each Party shall be responsible for its own costs associated with termination of the Project.

17.3.3. All Information and rights therein received under the provisions of this DOS Agreement prior to termination of this DOS Agreement shall be retained by the Parties, subject to the provisions of this DOS Agreement.

17.4. The respective rights and obligations of the Parties regarding Article VII (Project Equipment), Article VIII (Disclosure and Use of Information), Article IX (Controlled Unclassified Information), Article XI (Security), Article XII (Third Party Sales and Transfers), Article XIII (Liability and Claims), Article XV (Settlement of Disputes), and this Article XVII (Amendment, Termination, Entry Into Force, and Duration) of this DOS Agreement shall continue to apply notwithstanding termination or expiration of this DOS Agreement.

17.5. This DOS Agreement, which consists of seventeen (17) Articles, shall enter into force upon signature by both Parties and shall remain in force for three (3) years. It may be extended by written agreement of the Parties.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

  
Signature

Peter Highnam, Ph.D.

Name

Deputy Director, DARPA

Title

08 October 2020

Date

Arlington, Virginia, USA

Location

FOR THE NORTH ATLANTIC TREATY  
ORGANIZATION SCIENCE AND  
TECHNOLOGY ORGANIZATION  
CENTRE FOR MARITIME RESEARCH  
AND EXPERIMENTATION

  
Signature

Giovanni Sembenini, Ph.D.

Name

Deputy Director, NATO STO CMRE

Title

12 October 2020

Date

La Spezia, Italy

Location