



Treaty Series No. 10 (2005)

Agreement

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America on Cooperation in Science and Technology for Critical Infrastructure Protection and other Homeland/Civil Security Matters

London, 8 December 2004

[The Agreement entered into force on 8 December 2004]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
March 2005*

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE UNITED STATES OF AMERICA ON
COOPERATION IN SCIENCE AND TECHNOLOGY FOR CRITICAL
INFRASTRUCTURE PROTECTION AND OTHER HOMELAND/CIVIL
SECURITY MATTERS**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America (hereinafter referred to as the “Parties”):

Having a common interest in research and development relating to critical infrastructure protection and other homeland/civil security matters;

Seeking to make the best use of their respective research and technology development capacities, eliminate unnecessary duplication of work and obtain the most efficient and cost effective results through cooperative activities;

Desiring to increase the exchanges of information and personnel in areas pertinent to the identification of homeland/civil security threats and countermeasures and the development of technical standards, operational procedures, and supporting methodologies that govern the use of relevant technologies;

Stressing that physical and cyber-based critical infrastructures and other homeland/civil security capabilities, both governmental and private, are essential to the operations and security of the Parties’ respective economies and governments;

Noting that the Parties’ economies are increasingly interdependent, and that infrastructure protection and homeland/civil security are of paramount concern to the Parties’ respective governments;

Being aware of research, development, testing, evaluation, development of technical standards and operations in both countries in chemical, biological, radiological, nuclear and explosive countermeasures and in other areas that could enhance critical infrastructure protection and homeland/civil security;

Noting the important work accomplished under arrangements such as the Memorandum of Understanding between the Secretary of Defense on behalf of the Department of Defense of the United States of America and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland Concerning Counter Terrorism Research and Development of April 6, 1995, and desiring to avoid duplicating those efforts;

Recognizing a common desire to:

- expand the homeland/civil security technology capabilities of each Party;
- minimize unnecessary duplication of work;
- obtain more efficient and cost-effective results; and
- adapt more flexibly to the dynamic threat environment

through information exchanges and the conduct of jointly-funded projects that are mutually beneficial and that relate to the application of state-of-the-art and emerging security technologies, making best use of the Parties' respective research, development, and testing and evaluation capacities;

Affirming a common interest in enhancing the longstanding collaborative efforts of the Parties' respective agencies, private sector and governmental organizations, and academic institutions in generating scientific and technological solutions to counter threats, reduce vulnerabilities, and respond to and recover from incidents and emergencies in those areas having the potential for causing significant security, economic, and/or social impacts;

Desiring to set forth a vehicle for the conduct of cooperative scientific and technological research, development, testing and evaluation in the fields of critical infrastructure protection and homeland/civil security;

Agree to the following:

ARTICLE I

Definitions

For purposes of this Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America on Cooperation in Science and Technology for Critical Infrastructure Protection and Other Homeland/Civil Security Matters (the "Agreement"), the Parties have adopted the following definitions:

Business Confidential Information	Has the meaning given to it in Section III of Annex I to the Agreement between the Government of the United States and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the Agreement on the Annex on Intellectual Property Rights of November 29, 1995 ¹ .
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¹ Not a treaty.

Classified Information	Official information that requires protection for national security, law enforcement, civil security, commercial or other reasons and is so designated by the application of the appropriate security classification markings in accordance with the national laws, regulations, policies, or directives of either Party. It may be in oral, visual, magnetic, electronic, or documentary form, or in the form of Equipment and Material or technology.
Contract	Any mutually binding legal relationship under the national laws of either Party that obligates a Contractor to furnish supplies or services in relation to a Project, and obligates one or both of the Parties to pay for them.
Contracting Agency	Any entity within the government organization of a Party that has authority to enter into, administer, and/or terminate contracts.
Contractor	Any entity awarded a Contract by the relevant Party's Contracting Agency.
Controlled Unclassified Information	Information that is not Classified Information, but to which access or distribution limitations have been applied in accordance with national laws, regulations, policies, or directives of either Party. Whether the information is provided or generated under this Agreement, it will be marked to identify its sensitive character. This definition includes, but is not limited to information marked "Sensitive Homeland Security Information", "For Official Use Only", "Law Enforcement Sensitive Information" or "Protected Critical Infrastructure Information". Controlled Unclassified Information may include Proprietary Information.
Cooperative Activity	Any form of activity described in Article VII (Forms of Cooperative Activity) of this Agreement under which the Parties agree to cooperate to achieve the objectives of this Agreement. Such activity will normally take the form of a Project.
Critical Infrastructure	Governmental and/or private activities or sectors that are identified by each Party in its laws, executive orders, directives or policies as "Critical Infrastructure".

Equipment and Material	Any material, equipment, end item, subsystem, or component generated, acquired or provided for use in any Cooperative Activity.
Intellectual Property	Has the meaning given in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 ¹ . It may also include other subject matters as agreed by the Parties.
Participant	Any non-federal or non-central government person or entity, including but not limited to a private sector organization, academic institution, Contractor or laboratory (or subsidiary thereof) engaged in accordance with Article IX (Participants).
Project	A specific form of Cooperative Activity described in Article VIII (Projects).
Project Arrangement	The instrument setting out the scope of any Project to be carried out by the Parties.
Project Background Information	Information not generated in the performance of a Project.
Project Foreground Information	Information generated in the performance of a Project.
Project Information	Any information provided to, generated in, or used in a Project regardless of form or type, including that of a scientific, technical, business, or financial nature, and including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, software, source code, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations; whether in magnetic tape, electronic media, computer memory, or any other form and whether or not subject to intellectual property protections.

¹ Treaty Series No. 52 (1970) Cmnd 4408

Proprietary Information	Information which is owned by a private individual, corporation, or a government and which is either: (a) known only to the owner and/or persons in privity with the owner, and therefore not available to the public, or (b) is known to the public but is entitled to intellectual property or other legal protection against unauthorized use.
Research, Development, Testing, and Evaluation (RDT&E)	Programmes and activities, including basic research, applied research, advanced technology development, proof of principle, verification, validation, and development of technical standards of the Parties and/or Participants that seek to identify, develop, and implement technological and analytical solutions, tools and techniques to address the homeland/civil security capability needs of each Party.
Third Party	Any entity or person who is neither a Party to this Agreement nor a Participant in any of its Cooperative Activities.

ARTICLE II

Objective

The objective of this Agreement is to establish a framework to encourage, develop and facilitate bilateral Cooperative Activity in science and technology that contributes to the homeland/civil security capabilities of both Parties in:

1. the protection of Critical Infrastructure;
2. the prevention and detection of, response to, and forensics and attribution applied to terrorist or other homeland/civil security threats and/or indicators; and
3. crisis response and consequence management and mitigation for high-consequence events.

ARTICLE III

Means of Achieving Objectives

The Parties shall seek to achieve the objectives set out in Article II (Objectives) by:

1. facilitating a systematic exchange of technologies, personnel, and information derived from or applied to similar and complementary operational research, development, testing, and evaluation programmes;

2. collaborating to develop technologies and prototype systems that assist in countering present and anticipated terrorist actions in their respective territories and other homeland/civil threats that satisfy their common strategic interests and requirements;
3. integrating or adapting the homeland/civil security technologies of each Party to save development costs;
4. conducting evaluation and testing of prototype homeland/civil security technologies;
5. developing an approach to identify shared priorities for Cooperative Activity;
6. ensuring consistent and appropriate measures of effectiveness by development and implementation of appropriate standards and supporting test protocols and methodologies;
7. involving, as appropriate, a wide range of public and private sector research and development organizations in Cooperative Activity developed pursuant to this Agreement;
8. providing reciprocal opportunities to engage in Cooperative Activity, with shared responsibilities and contributions, which are commensurate with the Parties' or the Participants' respective resources;
9. providing comparable access to government-sponsored or government-supported programmes and facilities for visiting researchers and experts, and comparable access to and exchange of information and Equipment and Material; and
10. facilitating prompt exchange of information and Equipment and Material, which may affect Cooperative Activity, and facilitating the dissemination of information and Equipment and Material, consistent with applicable national laws, regulations, policies and directives.

ARTICLE IV

Executive Agents

1. The Undersecretary of Science and Technology of the United States Department of Homeland Security is the primary official within the Government of the United States with responsibility for the executive oversight of Cooperative Activity within the United States and is hereby designated as the "US Executive Agent" responsible for the administration of this Agreement. The duties of the US Executive Agent may be performed on his behalf by the Assistant Secretary of Homeland Security for Science and Technology.

2. The Chief Scientific Adviser of the Home Office (or equivalent position in the event of a reorganization) is the primary official within the Government of the United Kingdom of Great Britain and Northern Ireland with responsibility for executive oversight of Cooperative Activity within the United Kingdom and is hereby designated as the “UK Executive Agent” responsible for the administration of this Agreement. The duties of the UK Executive Agent may be performed on his behalf by the Chief Scientist of the Police Scientific Development Branch of the Home Office.

3. Prior to undertaking Cooperative Activity (including any Project) under this Agreement, the Parties through their Executive Agents designated above, shall agree in writing upon the nature, scope, and duration of the Cooperative Activity.

ARTICLE V

Management

1. The Executive Agents shall appoint Agreement Directors who shall be responsible for the day-to-day management of this Agreement and its Cooperative Activities. In addition the Agreement Directors shall be responsible for:

- a. promoting Cooperative Activity under this Agreement;
- b. managing activities carried out under this Agreement and its Projects and exercising technical and financial oversight;
- c. monitoring the overall use and effectiveness of this Agreement;
- d. recommending amendments to this Agreement to the Parties;
- e. resolving issues;
- f. authorizing involvement by Participants in Cooperative Activities pursuant to this Agreement;
- g. establishing and maintaining security guidelines, including procedures related to exchange, storage, and transmission of information and equivalent security markings to be applied to exchanged information in accordance with Article XII (Information Security);
- h. developing and maintaining an outline of the Cooperative Activities and their associated costs. This outline will be known as the annual work plan and will document the work to be carried out under each Project Arrangement; and

- i. developing and maintaining a strategic plan setting out the objectives of the Cooperative Activities being carried out at any given time and the Parties' intentions for future cooperation.
2. The Agreement Directors shall meet at least annually to review implementation of the Agreement and at such other times as they consider necessary to implement this Agreement. The Agreement Directors shall be responsible for coordinating with other coordination bodies established by the Parties.

ARTICLE VI

Areas of Cooperative Activity

The Parties shall facilitate Cooperative Activity in broad areas related to protection of Critical Infrastructure and homeland/civil security. Areas of Cooperative Activity include, but are not limited to:

1. development and implementation of threat and vulnerability assessments, interdependency analyses, and methodologies related to potential threats to Critical Infrastructure systems and other homeland/civil security scenarios;
2. assessment of prior operational experiences and evaluation for the purposes of articulating operational deficiencies into definable technical requirements and appropriate standards and supporting methodologies;
3. integration of existing technologies for use in surveillance and detection in support of permissible homeland/civil security activities, or in defence against terrorism and other homeland/civil security threats;
4. research and development of technologies and systems to meet user requirements or capability gaps and national needs;
5. testing and evaluation of specific prototype systems for homeland/civil security applications in both laboratory environments and real or simulated operational settings. This includes technologies associated with enhanced detection and monitoring of potential terrorist activities and those associated with recovery and reconstitution of damaged or compromised systems;
6. preparation of detailed final test reports to allow either Party or their Participants to evaluate follow-on efforts individually or to allow the transition of successful prototypes into operational deployments;
7. system protection (including protection of automated infrastructure control systems) and information assurance (including protecting the integrity of data and information in control systems);

8. reciprocal education, training, and exchange of scientific and technical personnel, and exchange of Equipment and Material in science and technology areas including research, development, testing, and evaluation; and
9. development and exchange of best practices, standards, and guidelines.

ARTICLE VII

Forms of Cooperative Activity

1. Cooperation under this Agreement may include, but is not limited to, any of the following:
 - a. coordinated research Projects and joint research Projects;
 - b. joint task forces to examine emergent homeland/civil security challenges;
 - c. joint studies, projects, and scientific or technical demonstrations;
 - d. joint organization of field exercises, scientific seminars, conferences, symposia, and workshops;
 - e. training of scientists and technical experts;
 - f. visits and exchanges of scientists, engineers, or other appropriate personnel;
 - g. exchanges or sharing of scientific and technological information and Equipment and Material;
 - h. exchange of information on practices, laws, regulations, standards, methods, and programmes relevant to cooperation under this Agreement; and
 - i. joint agreement for the use of laboratory facilities and Equipment and Material, for conducting scientific and technological activities including research, development, testing, and evaluation.
2. Nothing in paragraph 1 shall preclude the Parties from facilitating other forms of Cooperative Activity that they may agree upon.

ARTICLE VIII

Projects

1. Cooperative Activity under this Agreement shall normally be implemented in the form of Projects to be conducted pursuant to Project Arrangements.

2. Project Arrangements shall contain the following terms and conditions for each Project:

- a. its scope;
- b. its duration;
- c. the manner in which it will be funded;
- d. specific details of any transfer of Equipment and Material and the identity of personnel and/or organizations, if any, to be committed to the Project;
- e. any specific provisions for terminating Participant involvement;
- f. the dispute resolution process;
- g. whether the use of Classified Information will be required;
- h. any safety measures to be followed including, where appropriate, specific procedures for dealing with hazardous or dangerous material;
- i. any applicable cost sharing provisions;
- j. its cost ceiling;
- k. the applicable exchange rate; and
- l. any necessary technical annexes.

3. The Parties shall ensure that all Project Arrangements are consistent with the provisions of this Agreement. In the case of any inconsistency, the terms of the Agreement shall prevail.

ARTICLE IX

Participants

1. Subject to the provisions of this Article, a Party may engage a Participant to carry out work relating to Cooperative Activity on its behalf. The engagement of any Participant in the implementation of any Cooperative Activity shall require the non-sponsoring Party's prior review and written approval.

2. Before engaging a Participant to carry out work, a Party must enter into a written agreement with the Participant ("a sponsorship arrangement") unless such an agreement exists already.

3. The Party engaging a Participant shall ensure that the Participant agrees to:
 - a. carry out any work relating to Cooperative Activity in accordance with the terms of this Agreement; and
 - b. report to that Party's Agreement Director on a periodic basis.
4. The Parties' Agreement Directors shall jointly determine the frequency and scope of the reporting requirement referred to in paragraph 3(b) of this Article.
5. In the event that a question arises with respect to a Participant and/or its activities under this Agreement, the Parties shall consult to consider the Participant's role in Cooperative Activity. If either Party objects to a Participant's continued participation and requests its termination, the Party that sponsored the Participant shall give the request sympathetic consideration.
6. Nothing in this Agreement or any Project Arrangement precludes a Party who has sponsored a Participant from suspending a Participant's activities or replacing the Participant in one or more of its Project Arrangements.

ARTICLE X

Contracting

1. If a Party determines that a Contract is necessary or desirable to fulfil its responsibilities in support of Cooperative Activity, that Party shall contract in accordance with its respective national laws, regulations, procedures and its international obligations.
2. Where a Party contracts to carry out work in support of Cooperative Activity under this Agreement, it shall be solely responsible for its own Contracts, and the other Party shall not be subject to any liability arising from such Contracts without its written consent.
3. Each Party or its Contracting Agency shall negotiate to obtain the rights for both Parties to use and disclose Project Foreground Information as specified in Article XIII (Intellectual Property Management) and to obtain the rights contained in Article XIV (Publication of Research Results) unless the other Party agrees in writing that they are unnecessary in a particular case. Each Party's Contracting Agency shall insert into its Contracts, and require its subcontractors to insert in subcontracts, suitable provisions to satisfy the requirements of Article XII (Information Security), Article XIII (Intellectual Property Management), Article XIV (Publication of Research Results), and Article XVII (Third Party Sales and Transfers) of this Agreement.

ARTICLE XI

Finance

1. Subject to the availability of funds for Cooperative Activity and to the provisions of this Article XI, each Party shall bear its own costs of discharging its responsibilities under this Agreement and its associated Project Arrangements.

2. Save as provided in paragraph 1, this Agreement creates no standing financial commitments.

3. The Parties may agree to share costs for Cooperative Activity. Detailed descriptions of the financial provisions for Cooperative Activity, including the total cost of the activity and each Party's cost share, shall be agreed between the Parties in Project Arrangements in accordance with paragraph 4 of this Article.

4. At the commencement of each Project, the Parties shall establish the equitable share of the total costs, including overhead costs and administrative costs. They shall also establish a cost target, a cost ceiling, and the costs of claims to be borne by each Party in the Project. In determining each Party's equitable share of total costs, the Parties may take into account:

- a. funds provided by one Party to the other for work under this Agreement ("financial contributions") and
- b. material, manpower, use of Equipment and Material and facilities provided for the performance of work under this Agreement ("non-financial contributions") to directly support Agreement efforts. The Parties also recognize that prior work can constitute a non-financial contribution.

5. The following costs shall be borne entirely by the Party incurring the costs and are not included in the cost target, cost ceiling, or Project costs:

- a. costs associated with any unique national requirements identified by a Party; and/or
- b. any costs not expressly stated as shared costs or any costs that are outside the scope of this Agreement.

6. A Party shall promptly notify the other if available funds are not adequate to undertake activities arising as a result of this Agreement. If a Party notifies the other that it is terminating or reducing its funding for a Project, both Parties shall immediately consult with a view towards continuation on a changed or reduced basis. If this is not acceptable to both Parties, then the provisions of paragraph 5 of Article XIX (Entry Into Force, Duration, Amendment, and Termination) of this Agreement shall apply.

7. Each Party shall be responsible for any audit of its activities in support of Cooperative Activity, including the activities of any of its Participants. Each Party's audits shall be in accordance with its own national practices. For Project Arrangements where funds are transferred from one Party to the other Party, the receiving Party shall be responsible for the internal audit regarding administration of the other Party's funds in accordance with national practices. Audit reports of such funds shall be promptly made available by the receiving Party to the other.

8. The US dollar shall be the reference currency for the Agreement and the fiscal year for any Project shall be the US fiscal year.

ARTICLE XII

Information Security

1. All exchanges of information and Equipment and Material, including Classified Information, between the Parties and between Parties and Participants shall be carried out in accordance with the applicable laws and regulations of the Parties including those relating to the unauthorised transfer or re-transfer of such information and Equipment and Material.

2. Classified Information:

- a. All Classified Information provided or generated pursuant to this Agreement and any of its Project Arrangements shall be stored, handled, transmitted, and safeguarded in accordance with the Agreement Between the Government of the United States of America and the Government of Great Britain and Northern Ireland Relating to the Safeguarding of Classified Information of April 14, 1961, as amended ("the General Security Agreement").
- b. Each Party shall ensure that access to 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 Cooperative Activity established pursuant to this Agreement.
- c. Each Party shall ensure that it incorporates the provisions of this Article XII into Project Arrangements. In addition, if either Party deems it necessary Project Arrangements shall include:
 - i) detailed provisions dealing with the prevention of unauthorised transfer or retransfer of information and Equipment and Material; and/or
 - ii) detailed distribution and access restrictions on information and Equipment and Material.

- d. Each Party shall take all lawful steps available to it to ensure that Classified Information provided or generated pursuant to this Agreement is protected from further disclosure, unless the other Party consents to such disclosure.
- e. Classified Information shall be transferred only through official government-to-government channels or through channels approved by both Parties. Such Classified Information shall be given the equivalent level of classification in the country of receipt as it was given in the country of origin and shall be marked with a legend containing the country of origin, the conditions of release, and the fact that the information relates to this Agreement.
- f. The Parties shall investigate all cases in which it is known or where there are reasonable grounds for suspecting that Classified Information provided or generated pursuant to this Agreement has been lost or disclosed to unauthorised persons. Each Party shall promptly and fully inform the other of the details of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.
- g. Unless both Parties agree in writing that it is unnecessary in a particular case, Contractors, prospective Contractors, subcontractors, or private sector Participants that are determined by either Party to be under financial, administrative, policy or management control of nationals or entities of any country which is not a Party to this Agreement may only participate in a Contract or subcontract requiring access to Classified Information that has been classified on grounds of national security if enforceable measures are in effect to ensure that the nationals or entities of that country do not have access to such Classified Information.
- h. Information or Equipment and Material provided or generated pursuant to this Agreement may not be classified any higher than the "SECRET" level.

3. Controlled Unclassified Information: The nature and amount of the Controlled Unclassified Information to be acquired and disseminated pursuant to this Agreement shall be consistent with the objectives of this Agreement and the following guidelines and procedures:

- a. Controlled Unclassified Information shall be used by the receiving Party only for the purposes directly related to Cooperative Activity design and implementation;
- b. Access to Controlled Unclassified Information shall be limited to those personnel of the receiving Party whose access is necessary for the permitted use under this Agreement;

- c. All lawful steps shall be taken, which may include national classification where appropriate, to keep Controlled Unclassified Information free from unauthorised disclosure, including requests under any public access provisions;
 - d. Controlled Unclassified Information provided under this Agreement is to be marked by the Party providing it with a legend containing the country of origin, the conditions of release, the fact that it relates to this Agreement and a statement to the effect that access to the information is controlled; and
 - e. Controlled Unclassified Information provided or generated pursuant to this Agreement shall be stored, handled, and transmitted in a manner that ensures proper control. Prior to authorising the release of Controlled Unclassified Information to any Participant, the authorising Party shall ensure the Participant is legally required to control such information in accordance with the provisions of this Article.
4. Business Confidential Information:
- a. Each Party shall safeguard and protect identified Business Confidential Information that is furnished or is created pursuant to this Agreement. The Parties shall treat Business Confidential Information in accordance with Section III of Annex I to the Agreement Between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the Agreement on the Annex on Intellectual Property Rights of November 29, 1995.
 - b. The Parties shall ensure that any Participants are legally required to control and safeguard Business Confidential Information in accordance with the provisions of this Article.

ARTICLE XIII

Intellectual Property Management and use of Information

1. General: Both Parties recognise that successful collaboration depends on full and prompt exchange of information necessary for carrying out Cooperative Activities. The Parties intend to acquire sufficient Project Information and/or rights to use such information to enable the development of technologies, prototype equipment, and other activities included in a Project. The nature and amount of information to be acquired and disclosed shall be consistent with this Agreement and the terms of individual Project Arrangements.
2. Allocation of Rights and Exploitation: The allocation and protection of Intellectual Property created or used under this Agreement shall be governed by the

provisions of Annex I to the Agreement Between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the Agreement on the Annex on Intellectual Property Rights of November 29, 1995.

3. Government Background Information:

- a. Disclosure: Unless a Project Arrangement provides otherwise, each Party shall disclose to the other Project Background Information in its possession or control, provided that:
 - 1) the Project Background Information is necessary to or useful in the implementation of a proposed or existing Project established pursuant to this Agreement. The Party in possession or control of the information shall determine whether it is "necessary to" or "useful in" establishing new Projects or implementing existing ones;
 - 2) the Project Background Information may be made available without adversely affecting the rights of holders of Intellectual Property Rights or Proprietary Information; and
 - 3) disclosure is consistent with national disclosure policies, laws, and regulations of the furnishing Party.
- b. Use: Unless a Project Arrangement provides otherwise, Government Project Background Information disclosed by one Party to the other may be used without charge by the other Party for Project purposes; however, the furnishing Party shall retain all its rights with respect to such Project Background Information. Where the use of Government Project Background Information is necessary to enable the use of Project Foreground Information, such Project Background Information may be used by the receiving Party for homeland/civil security purposes unless the provisions of the applicable Project Arrangement provide otherwise.

4. Participant Furnished Project Background Information:

- a. Disclosure: Unless a Project Arrangement provides otherwise, Project Background Information furnished by a Participant sponsored by one Party shall be made available to the other Party provided the following conditions are met:
 - 1) the Project Background Information is necessary to or useful in the Agreement. The Party in possession or having control of the information shall determine whether it is "necessary to" or "useful in" a Project;

- 2) the Project Background Information may be made available without adversely affecting the rights of holders of Proprietary Information or Intellectual Property Rights; and
 - 3) disclosure is consistent with national disclosure policies, laws, and regulations of the furnishing Party.
- b. Use: Project Background Information furnished by Participants may be subject to restrictions by holders of Intellectual Property Rights. In the event that it is not subject to restrictions preventing its use, it may only be used by the Parties for Project purposes. If a Party wants to use Participant furnished Project Background Information for purposes other than the Project, (including without limitation sales to Third Parties), then the requesting Party must obtain any required licences from the owner or owners of the rights to that information.

5. Project Foreground Information: The Parties shall use their best efforts to establish Project Arrangements that enable both Parties to make use of any resulting Project Foreground Information without charge for its homeland/civil security needs. The allocation and protection of Intellectual Property shall be governed by the provisions of the Agreement Between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the Agreement on the Annex on Intellectual Property Rights of November 29, 1995.

ARTICLE XIV

Publication of Research Results

1. The Parties agree that the provisions of paragraph A of Section II of the Agreement Between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the Agreement on the Annex on Intellectual Property Rights of November 29, 1995 shall apply to the publication of any research results created under this Agreement.

2. Publication Review: The Parties agree that publication of the results may be one of the goals of this Agreement to stimulate further research in the public or private sector. In order to protect the rights of the Parties, including to avoid prejudice to the holders of Intellectual Property Rights and Proprietary Information, each Party shall transmit to the other for its review any material containing such results and intended for publication, or otherwise disclosed, at least sixty (60) working days before such material is submitted to any editor, publisher, referee or meeting organiser, or is otherwise disclosed. In the absence of an objection by the other Party within that sixty-day period the publication or other disclosure may proceed. It is the responsibility of each Party to coordinate with its sponsored Participants who work under a Project Arrangement to determine whether all

potential Intellectual Property or Proprietary Information interests have been properly considered.

3. Affiliation: The sponsorship and financial support of the Parties for Cooperative Activity shall not be used in any public statement of a promotional nature or used for commercial purposes without the express written permission of both Parties.

4. Publicity and Acknowledgements: All publications relating to the results of the Projects established pursuant to this Agreement shall include as applicable a notice indicating that the underlying investigation received financial support from the Government of the United States and/or the Government of the United Kingdom of Great Britain and Northern Ireland. Two copies of such publications shall be sent to the Agreement Directors by the individual or entity that is the author of the publications.

ARTICLE XV

Entry of Personnel and Equipment and Material

1. With respect to Cooperative Activity under this Agreement, each Party, in accordance with its laws and regulations, and as appropriate, shall facilitate:

- a. prompt and efficient entry into and exit from its territory of appropriate Equipment and Material, instrumentation, and Project Information;
- b. prompt and efficient entry into and exit from its territory, and domestic travel and work of, persons participating on behalf of the Parties or Participants in the implementation of this Agreement;
- c. prompt and efficient access, as appropriate, to relevant geographical areas, information, Equipment and Material and institutions, for persons participating on behalf of the Parties, or Participants, in the implementation of this Agreement; and
- d. mutual logistic support.

2. 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 laws and regulations permit, each Party shall use their best efforts to ensure that readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with Projects carried out under this Agreement.

ARTICLE XVI

Research Safety

1. The Parties shall establish and implement policies and practices to ensure and provide for the safety of its employees, the public, and the environment during the conduct of Cooperative Activities subject to applicable national laws and regulations. If any Cooperative Activity involves the use of dangerous or hazardous materials, the Parties shall establish and implement an appropriate safety plan.

2. Without prejudice to any existing arrangements under the Parties' national laws, the Parties shall take appropriate steps to protect the welfare of any subjects involved in Cooperative Activities. Such steps may include the provision of medical treatment and, where appropriate, financial relief.

ARTICLE XVII

Third Party Sales and Transfers

Neither Party shall:

1. sell, transfer title to, disclose, or transfer possession of Project Foreground Information, or equipment incorporating Foreground Information, to a Third Party without the prior written consent of the other Party; or

2. permit any such sale, disclosure, or transfer by others, including by the owner of the item, without the prior written consent of the other Party. Such sales and transfers shall be consistent with Article XIII (Intellectual Property Management).

ARTICLE XVIII

Dispute Resolution

1. Except as provided in paragraph 4 (a) of Article XII (Information Security), paragraph 2 of Article XIII (Intellectual Property Management), and paragraph 1 of Article XIV (Publication of Research Results), all questions or disputes between the Parties that cannot be resolved by the Agreement Directors arising under or relating to this Agreement shall be submitted to the Executive Agents. Such questions and disputes 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 resolution.

2. Each Party shall ensure that any agreement that it enters into with a Participant includes provisions for dispute resolution.

ARTICLE XIX

Entry into Force, Duration, Amendment, and Termination

1. This Agreement shall enter into force upon signature by both Parties.
2. The Agreement may be amended in writing by the mutual consent of the Parties. This Agreement shall remain in force unless terminated in writing by either Party, with such termination taking effect six months from the date of the written notice of termination.
3. This Agreement may also be terminated by the mutual written agreement of the Parties.
4. Unless otherwise agreed, termination of this Agreement shall not affect the validity or duration of any Cooperative Activity previously undertaken pursuant to it.
5. The respective rights and responsibilities of the Parties (and Participants) under Article XII (Information Security), Article XIII (Intellectual Property Management), Article XIV (Publication of Research Results) and Article XVII (Third Party Sales and Transfers) shall continue notwithstanding the termination or expiry of this Agreement. In particular, all Classified Information exchanged or generated under this Agreement shall continue to be protected in the event of the termination or expiry of the Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorised by their respective Governments, have signed this Agreement.

DONE, in duplicate, at London on this 8th day of December 2004.

For the Government of the United
Kingdom of Great Britain and
Northern Ireland:

For the Government of the
United States of America:

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