

IMPLEMENTING ARRANGEMENT

BETWEEN

**THE DEPARTMENT OF ENERGY OF
THE UNITED STATES OF AMERICA**

AND

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

**FOR COOPERATION IN RESEARCH AND DEVELOPMENT OF
CHEMICAL AND BIOLOGICAL WEAPONS DETECTION AND
PROTECTION-RELATED TECHNOLOGIES**

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INTRODUCTION

The Department of Energy of the United States of America (DOE) and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (MOD), collectively hereinafter the "Participants":

Noting the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for Cooperation in Research and Development of Weapons Detection and Protection-Related Technologies signed July 3, 2002 (the "Umbrella Agreement");

Desiring to strengthen the defensive posture of the Participants' countries against chemical and biological attacks; and

Seeking to collaborate by improving the technical capabilities of their chemical and biological defense systems, including: detection, warning, protection, decontamination, and the fundamental science underlying defense against chemical and biological weapons,

Have reached the following understandings:

Section I Objective

- 1.1 The objective of this Implementing Arrangement is to establish a framework for cooperation between the DOE's National Nuclear Security Administration (NNSA) and the MOD under the Umbrella Agreement, in the area of research, technology development, and testing of chemical and/or biological detection and protection-related technologies.
- 1.2 In addition, NNSA and MOD will examine whether and to what extent they can collaborate on investment in research and development, including trials.
- 1.3 Except as provided in Section XIV (Intellectual Property), this Implementing Arrangement is subject to the Umbrella Agreement.
- 1.4 NNSA and MOD will designate national points of contact for cooperative activities carried out under this Implementing Arrangement.

Section II Definitions

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

Classified Information	Official information that requires protection in the interests of national security and is so designated by the application of a security classification marking
Contract	Any mutually binding legal relationship under national laws which obligates a contractor under a Project to furnish supplies or services, and obligates one or both Participants to pay for them
Contractor Support Personnel	Persons other than government employees who supply administrative, managerial, scientific or technical support services to a Participant under a Contract with that Participant
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under this Implementing Arrangement, the information will be marked to identify its "in confidence" nature. It could include information which has been declassified, but remains controlled.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this Implementing Arrangement
Government Purposes	Research, development, evaluation, testing and manufacture for use in any part of the world by or for the governmental authorities of either Participant
Project	Specific collaborative activity described in a Project Annex
Project Background Information	Information not generated in the performance of a Project
Project Equipment	Any material, equipment, end item, subsystem, component, special tooling or test equipment jointly acquired or provided for use in 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 also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to copyrights, patents, or other legal protection

Third Party

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

Section III Management

- 3.1 The Participants will establish a Joint Coordinating Committee, consisting of an equal number of representatives of each Participant, to coordinate and review cooperative activities under this Implementing Arrangement.
- 3.2 The responsibilities of the Joint Coordinating Committee will include:
 - 3.2.1 the planning and coordination of cooperative activities under this Implementing Arrangement;
 - 3.2.2 the review of cooperative activities under this Implementing Arrangement and the approval of proposals of new cooperative projects;
 - 3.2.3 appointing Project Officers for specific Project Annexes (Section IV) and establishing appropriate management and financial structures for Projects; and
 - 3.2.4 such further functions as the Participants may consent to in writing.
- 3.3 To carry out its functions, the Joint Coordinating Committee may, when necessary, create temporary or permanent joint subcommittees or working groups.
- 3.4 The Joint Coordinating Committee will meet at least annually, alternately in the United States and in the United Kingdom or as otherwise decided by the Joint Coordinating Committee. Each Participant may invite advisors to such meetings, as necessary. The

representative of the host Participant will chair the meeting. Secretarial support will be provided by the host Participant.

Section IV Project Annexes

- 4.1 The Participants will set up a Project Annex for each specific Project in which they undertake joint cooperation under this Implementing Arrangement. Each Project Annex will conform to the model attached at Appendix A to this Implementing Arrangement, will be subject to this Implementing Arrangement, and will contain provisions covering, as appropriate, its technical scope, management, total costs, cost sharing (if any) and schedule, and any undertakings, obligations or conditions necessary to the proposed cooperation. In case of inconsistency between the provisions of this Implementing Arrangement and any Project Annex, the Implementing Arrangement will govern.
- 4.2 For each Project Annex, the Project Officers will be responsible for establishing the detailed financial management procedures under which the Project will operate. Where necessary, these procedures, which will comport with the financial policies and regulations of the Participants, will be detailed in a Financial Management Policies and Procedures Document which will be subject to the approval of the Joint Coordinating Committee.
- 4.3 For any cooperative activity undertaken pursuant to a Project Annex under this Implementing Arrangement, the Project Officers will prepare reports on their work program at yearly intervals and at the end of the work program. The reports will specifically include a summary of the work carried out, any problems being experienced and proposed changes in the program. Copies of such reports will be provided to the Joint Coordinating Committee.

Section V Work Sharing

- 5.1 The Participants will carry out work under this Implementing Arrangement by exploiting existing capabilities and strengths and keeping overall costs as low as possible.
- 5.2. Each Participant will receive its share of the results of that work, in accordance with the provisions of this Implementing Arrangement.

Section VI Funding

- 6.1 Each Participant will contribute its equitable share of the full financial costs and non-financial costs incurred in performing, managing, and administering its responsibilities under this Implementing Arrangement and each Project Annex, including overhead costs, administrative costs, and costs of claims, and each Participant will receive an equitable share of the results. The tasks to be performed by each Participant will be established in each Project Annex. The assignment of tasks will represent an equitable sharing of the costs of work to be performed under the Project Annex.
- 6.2 A Participant will promptly notify the other Participant if available funds are not adequate to fulfill the provisions of the Implementing Arrangement or a Project Annex, and will immediately consult on the course of action to be taken with a view toward continuation on a changed or reduced basis.
- 6.3 This Implementing Arrangement in and of itself creates no financial or non-financial responsibilities concerning individual Project Annexes. Detailed description of the financial arrangements for a specific Project, including the total cost of the Project and each Participant's share, will be contained in the Project Annex.
- 6.4 The Participants will endeavor to perform, or have performed, work specified in each Project Annex within the costs specified in each Project Annex.
- 6.5 Unless otherwise provided in writing, each Participant will be responsible for its own costs of participation under this Implementing Arrangement, subject to the availability of nationally appropriated funds.
- 6.6 Costs associated with any unique national requirements identified by a Participant will be borne entirely by that Participant.
- 6.7 Each Participant will provide funds for each Project in accordance with the estimated schedule of financial contributions contained in the financial management procedures document.
- 6.8 Each Participant will be responsible for the audit of the activities for which it is responsible pursuant to a Project Annex in accordance with its own national practices. For Project Annexes where funds are transferred from one Participant to the other, the receiving Participant will be responsible for the internal audit regarding administration of the other Participant's funds in accordance with its own national practices. Audit reports of such funds will be promptly made available by the receiving Participant to the other Participant.

Section VII Contractual Arrangements

- 7.1 If a Participant determines that contracting is necessary to fulfill that Participant's responsibilities under a Project Annex, then that Participant will contract in accordance with its respective national laws, regulations and practices.
- 7.2 When one Participant individually contracts to undertake a task under a Project Annex, it will be solely responsible for its own contracting, and the other Participant will not be subject to any liability arising from such Contracts without its prior written consent.
- 7.3 If the Participants determine that it is necessary under a Project Annex that one Participant contract on behalf of the other Participant for tasks under that Project Annex, the Participant will contract in accordance with its national laws, regulations and procedures. Such contractual arrangements will be detailed in the relevant Project Annex. Sources from both Participants' industries will be allowed to compete on an equal basis for such Contracts. The contracting officer of the Participant letting the Contract will be the exclusive source for providing contractual direction and instructions to contractors. The Project Officers will be responsible for the coordination of activities relating to this Implementing Arrangements and its Project Annexes and will cooperate with the contracting officer in the areas of contract procedures, contract negotiation, evaluation of offers, and contract award. The contracting officer will also keep the Project Officers informed of all financial arrangements with contractors.
- 7.4 For all contracting activities performed by either Participant, the Project Officers will, upon request, be provided with a copy of all statements of work prior to the development of solicitations.
- 7.5 Each Participant will negotiate to obtain the rights to use and disclose Project Information required by Section XIII (Disclosure and Use of Project Information). Each Participant will insert into its prospective Contracts (and require its contractors to insert in its sub-contracts) suitable terms and conditions to satisfy the requirements of this Implementing Arrangement, including Section VIII (Security), Section IX (Controlled Unclassified Information), Section XIII (Disclosure and Use of Project Information), and Section XV (Third Party Sales and Transfers) of this Implementing Arrangement. During the contracting process, the contracting Participant will advise prospective contractors of their obligation to notify the contracting Participant immediately if they are subject to any license, agreement or arrangement that will restrict that Participant's freedom to disclose information or permit its use. The contracting Participant will also advise prospective contractors to use their best efforts not to enter into any new agreement or arrangement that will result in restrictions.
- 7.5 In the event that a Participant is unable to secure adequate rights to use and disclose Project Information as required by Section XIII (Disclosure and Use of Project Information), or is notified by contractors or potential contractors of any restrictions on

the disclosure and use of information, that Participant's Project Officer will notify the other Participant's Project Officer of the restriction(s).

- 7.6 Each Participant's Project Officer will promptly advise the other Participant's Project Officer of any schedule delay or other performance problems of any contractor in connection with a Contract placed by that Participant pursuant to a Project Annex.
- 7.7 No requirement will be imposed by a Participant for work sharing or other industrial or commercial compensation in connection with this Implementing Arrangement and any Project Annex that is not in accordance with this Implementing Arrangement.

Section VIII Security

- 8.1 All Classified Information or material provided or generated pursuant to this Implementing Arrangement and any of its Project Annexes will be stored, handled, transmitted, and safeguarded in accordance with the General Security of Information Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America, dated April 14, 1961, as amended, including the Industrial Security Annex thereto, of April 18, 1984, as amended.
- 8.2 Classified Information and material will be transferred only through official government-to-government channels or through channels approved by the Designated Security Authorities (DSAs) of the Participants. Such information and material will bear the level of classification, denote the country of origin, the conditions of release, and the fact that the information relates to this Implementing Arrangement and the applicable Project Annex.
- 8.3 Each Participant will take all lawful steps available to it to ensure that information provided or generated pursuant to this Implementing Arrangement and any of its Project Annexes is protected from further disclosure, except as permitted by paragraph 8.8 below, unless the other Participant consents to such disclosure. Accordingly, each Participant will ensure that:
- 8.3.1 the recipient will not release the Classified Information to any government, national, organization, or other entity of a Third Party without the prior written consent of the originating Participant in accordance with the procedures set forth in Section XV (Third Party Sales and Transfers);
 - 8.3.2 the recipient will not use the Classified Information for other than the purposes provided for in this Implementing Arrangement; and

- 8.3.3. the recipient will comply with any distribution and access restrictions on information that is provided under this Implementing Arrangement.
- 8.4 The Participants will investigate all cases in which it is known or where there are grounds for suspecting that Classified Information or material provided or generated pursuant to this Implementing Arrangement and any of its Project Annexes has been lost or disclosed to unauthorized persons. Each Participant also will promptly and fully inform the other Participant of the details of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.
- 8.5 The DSA of the Participant in which a classified Contract is awarded will assume responsibility for administering within its territory security measures for the protection of the Classified Information, in accordance with its laws and regulations. Prior to the release to a contractor, prospective contractor, or subcontractors of any Classified Information received under this Implementing Arrangement, the DSAs will:
- 8.5.1 ensure that such contractor, prospective contractor, or subcontractors and their facility(ies) have the capability to protect the information adequately;
 - 8.5.2 grant a security clearance to the facility(ies), if appropriate;
 - 8.5.3 grant a security clearance for all personnel whose duties require access to Classified Information, if appropriate;
 - 8.5.4 ensure that all persons having access to the Classified Information are informed of their responsibilities to protect the Classified Information in accordance with national security laws and regulations, and the provisions of this Implementing Arrangement;
 - 8.5.5 carry out periodic security inspections of cleared facilities to ensure that the Classified Information is properly protected; and
 - 8.5.6 ensure that access to the Classified Information is limited to those persons who have a need-to-know for purposes of this Implementing Arrangement.
- 8.6 The Project Officers will prepare a Project Security Instruction and a Classification Guide for each Project Annex involving a transfer of Classified Information or material. The Project Security Instruction and Classification Guide will describe the methods by which Project Information and material will be classified, marked, used, transmitted, and safeguarded. The appropriate Instruction and Guide will be developed by the Project Officers within three months after signature of a Project Annex. They will be reviewed and forwarded to the Participants' DSAs for approval and will be applicable to all government and contractor personnel participating in the Project Annex. Each Classification Guide will be subject to regular review and revision with the aim of downgrading the classification whenever this is appropriate. The Project Security

Instruction and the Classification Guide will be approved by the appropriate DSAs prior to the transfer of any Classified Information or Controlled Unclassified Information.

- 8.7 Contractors, prospective contractors, or subcontractors which are determined by DSAs to be under financial, administrative, policy, or management control of nationals or entities of a Third Party, may participate in a Contract or subcontract requiring access to Classified Information provided or generated pursuant to this Implementing Arrangement and any of its Project Annexes only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party will not have access to Classified Information. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the other Participant will be consulted for approval prior to permitting such access.
- 8.8 For any facility wherein Classified Information or material is to be used, the responsible Participant or contractor will approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the information or material pertaining to this Implementing Arrangement and any of its Project Annexes. These officials will be responsible for limiting access to Classified Information or material involved in this Implementing Arrangement and any of its Project Annexes to those persons who have been properly approved for access and have a need-to-know.
- 8.9 Each Participant will ensure that access to the Classified Information is limited to those persons who possess required security clearances and have a specific need for access to the information in order to participate in this Implementing Arrangement and any of its Project Annexes.
- 8.10 Information or material provided or generated pursuant to this Implementing Arrangement and any of its Project Annexes may be classified as high as SECRET, unless a Project Annex specifically authorizes a higher classification. The existence of this Implementing Arrangement is Unclassified and the contents are Unclassified. The classification of a specific Project Annex and its contents will be stated in the Project Annex.

Section IX Controlled Unclassified Information

- 9.1 Except as otherwise provided in this Implementing Arrangement or as authorized in writing by the originating Participant, Controlled Unclassified Information provided or generated pursuant to this Implementing Arrangement will be controlled as follows:
 - 9.1.1 such information will be used only for the purposes authorized for use of Project Information as specified in Section XIII (Disclosure and Use of Project Information);

- 9.1.2 access to such information will be limited to personnel whose access is necessary for the permitted use under subparagraph 9.1.1. above, and will be subject to the provisions of Section XV (Third Party Sales and Transfers); and
- 9.1.3 each Participant will take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 9.1.2 above, unless the originating Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the information may be further disclosed under any legislative provision, immediate notification will be given to the originating Participant.
- 9.2 To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information is appropriately marked. The Participants will decide, in advance and in writing, on the markings to be placed on the Controlled Unclassified Information. The appropriate markings will be defined in the Project Security Instruction for each Project Annex to this Implementing Arrangement.
- 9.3 Controlled Unclassified Information provided or generated pursuant to this Implementing Arrangement will be handled in a manner that ensures control as provided for in paragraph 9.1.
- 9.4 Prior to authorizing the release of Controlled Unclassified Information to contractors, the Participants will ensure the contractors are legally bound to control such information in accordance with the provisions of this Section.

Section X Visits to Establishments

- 10.1 Each Participant will permit visits to its Government establishments, agencies and laboratories, and contractor facilities by employees of the other Participant or by employees of the other Participant's contractor(s), provided that the visit is authorized by both Participants and the employees have appropriate security clearances and a need-to-know.
- 10.2 All visiting personnel will be required to comply with the security regulations of the host Participant. Any information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this Implementing Arrangement.
- 10.3 Requests for visits by personnel of one Participant to a facility of the other Participant will be coordinated through official channels, and will conform with the established visit procedures of the host country. Requests for visits will cite this Implementing Agreement and the appropriate Project Annex as the basis for the request.

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

Section XI Project Equipment

- 11.1 For the purpose of carrying out a Project Annex, each Participant may loan without charge to the other Participant Project Equipment necessary for carrying out joint activities under this Implementing Arrangement, to be documented in the format at Appendix B (Equipment and Material Transfer Form) attached to this Implementing Arrangement and made an integral part hereof. While such loans will be based on the principle of reciprocity, exact item for item exchanges are not required.
- 11.2 Project Equipment loaned will be used by the receiving Participant only for the purposes of a Project. Unless otherwise agreed in writing by the Participants, title to such Project Equipment will remain with the providing Participant. In addition, the receiving Participant will maintain Project Equipment in good order, repair, and operable condition and will return it in operable condition and in as good condition as received, normal wear and tear excepted, unless the providing Participant has approved in the Project Annex the expenditure or consumption of Project Equipment as necessary for the purposes of the Project. Such expenditure or consumption will be without reimbursement to the providing Participant. However, the receiving Participant will bear the cost of any damage to (other than normal wear and tear) or loss of Project Equipment loaned to it that is not approved for expenditure or consumption. In no event will such cost exceed replacement cost less an amount determined by the Participants to represent reasonable wear and tear, unless otherwise consented to in writing by the providing Participant.
- 11.3 The providing Participant will furnish the receiving Participant with such information as is necessary to enable the Project Equipment to be used. The Participants will make every effort to ensure that the Project Equipment is furnished in a serviceable and usable condition according to its intended purpose. However, the providing Participant makes no warranty or guarantee of fitness of the Project Equipment for a particular purpose or use, and makes no commitment to alter, improve or adapt the Project Equipment or any part thereof.
- 11.4 The providing Participant will transfer the Project Equipment for the approved loan period, unless extended by written amendment, provided that the duration may not exceed the effective period of the Project Annex.
- 11.5 The providing Participant, at its expense, will deliver the Project Equipment to the receiving Participant at the location(s) mutually approved by the Project Officers. Responsibility for the Project Equipment will pass from the providing Participant to the

receiving Participant at the time of receipt. Any further transportation is the responsibility of the receiving Participant.

- 11.6 The receiving Participant will inspect and inventory the Project Equipment upon receipt. The receiving Participant will also inspect and inventory the Project Equipment prior to its return (unless the Project Equipment is to be expended or consumed).
- 11.7 The receiving Participant will provide the necessary premises, shelter, and safekeeping for any Project Equipment exchanged under this Implementing Arrangement, and will provide for electric power, water and gas and other services in accordance with any technical requirements specified in the applicable Project Annex.
- 11.8 Upon expiration or termination of the loan period specified in the Project Annex (taking into account any extension), the receiving Participant will return Project Equipment at its expense to the providing Participant at the location mutually approved by the Project Officers. Any further transportation is the responsibility of the providing Participant.
- 11.9 The receiving Participant will provide written notice of consumption or expenditure of Project Equipment approved for such consumption or expenditure. In the event the intended consumption or expenditure does not occur, the receiving Participant will, unless otherwise determined by the providing Participant, return the Project Equipment to the providing Participant at the location mutually approved by the Project Officers. Any further transportation is the responsibility of the providing Participant.
- 11.10 The Participants will ensure, by all reasonable means, the protection of intellectual property rights in Project Equipment.
- 11.11 Any Project Equipment which is jointly acquired on behalf of the Participants for use under this Implementing Arrangement and any Project Annex will be disposed of as mutually approved by the Participants during the applicable Project or when the Project ends.
- 11.12 Project Equipment exchanged under this Section will be considered to be of a scientific character, not of a commercial character.

Section XII Exchange of Personnel

The following provisions will apply to exchanges of personnel:

- 12.1 Exchanges will be restricted to the employees and contractors of the Participants.
- 12.2 Exchange personnel will not act in a liaison capacity, but will perform work and duties as mutually determined by the Participants.

- 12.3 Each Participant will ensure that qualified staff are selected for assignment to the other Participant. Each assignment of staff will be the subject of a separate written arrangement between the participating institutions.
- 12.4 Each Participant will be responsible for its staff's salaries, insurance, and allowances, and for the travel and living expenses of its staff while on assignment to the receiving Participant unless otherwise agreed, in writing, by the Participants.
- 12.5 The receiving Participant will provide all necessary assistance to the visiting staff and their families as regards administrative formalities, such as locating adequate accommodations, on a mutually reciprocal basis.
- 12.6 The receiving Participant will not charge for the use of facilities and equipment necessary for the performance of tasks assigned to exchange personnel.
- 12.7 The receiving Participant will advise the sending Participant in advance of medical and dental care (if any) that may be afforded to exchange personnel and/or their dependents.
- 12.8 The sending Participant will ensure that its staff conforms to the general and specific rules of work and safety regulations at the establishment of the receiving Participant, unless otherwise agreed in a separate written arrangement.
- 12.9 Exchange personnel will at all times be required to comply with the security laws, regulations and procedures of the government of the receiving Participant, and all Classified Information made available to exchange personnel will be subject to all the provisions and safeguards of Section VIII (Security), together with any relevant Programme Security and Classification Guide relating to the activity upon which the exchanged personnel is engaged.
- 12.10 The receiving Participant will ensure that exchange personnel are fully cognizant of applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how and trade secrets), and Classified Information to which access might be gained both during and after termination of an exchange. Prior to taking up assigned duties, exchange personnel will be required to sign the Certification of Conditions and Responsibilities at Appendix C which is attached to this Implementing Arrangement and made an integral part hereof.

Section XIII
Disclosure and Use of Project Information

13.1 General

The Participants recognize that successful collaboration depends on full and prompt exchange of information necessary to carry out the collaborative activities contemplated by this Implementing Arrangement and its Project Annexes. The nature and amount of Project Information to be acquired will be consistent with the objectives stated in Section I (Objective), Section VII (Contractual Arrangements), and the applicable Project Annex.

13.2 Government Project Foreground Information

13.2.1 Disclosure: Project Foreground Information generated by a Participant's employees will be disclosed without charge to both Participants.

13.2.2 Use: Each Participant may use all Government Project Foreground Information without charge for its Government Purposes. The Participant generating Government Project Foreground Information will also retain its rights of use thereto. Any sale or other transfer to a Third Party will be subject to the provisions of Section XV (Third Party Sales and Transfers) of this Implementing Arrangement.

13.3 Government Project Background Information

13.3.1 Disclosure: Each Participant, upon request, will disclose to the other Participant any relevant Government Project Background Information generated by its employees provided that:

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

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

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

13.3.2 Use: Government Project Background Information disclosed by one Participant to the other may be used without charge by the other Participant for Project purposes; however, the furnishing Participant will 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 for Government

Purposes, unless the provisions of the applicable Project Annex limit such use of the Project Background Information.

13.4 Contractor Project Foreground Information

13.4.1 Disclosure: Project Foreground Information generated and delivered by contractors will be disclosed without charge to both Participants.

13.4.2 Use: Each Participant may use without charge for its Government Purposes all contractor Project Foreground Information generated and delivered by contractors of the other Participant. The Participant whose contractors generate and deliver contractor Project Foreground Information will also retain rights of use thereto in accordance with the applicable Contract(s). Any sale or other transfer to a Third Party of any contractor Project Foreground Information will be subject to the provisions of Section XV (Third Party Sales and Transfers).

13.5 Contractor Project Background Information

13.5.1 Disclosure: Any Project Background Information (including information subject to proprietary rights) generated and delivered by contractors will be made available to the other Participant provided the following conditions are met:

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

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

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

13.5.2 Use: Project Background Information furnished by one Participant's contractors and disclosed to the other Participant may be used without charge by the other Participant for Project purposes only, and may be subject to further restrictions by holders of proprietary rights; however, the furnishing Participant will retain all its rights with respect to such Project Background Information.

13.6 Project Information subject to proprietary rights

All unclassified Project Information subject to proprietary rights will be identified, marked, and handled as Controlled Unclassified Information. All classified Project Information subject to proprietary rights will be so identified and marked.

13.7 Alternative Uses of Project Information

- 13.7.1 Any Project Background Information provided by one Participant will not be disclosed or used by the other Participant except for the purposes set forth in this Implementing Arrangement, unless otherwise consented to in writing by the providing Participant.
- 13.7.2 The prior written consent of the other Participant will be required for the disclosure or use of Project Foreground Information for purposes other than those provided for in this Implementing Arrangement.

Section XIV Intellectual Property

The protection and allocation of intellectual property arising under this Implementing Arrangement and Project Annexes will be governed by Annex I to the Umbrella Agreement, except that, for purposes of this Implementing Arrangement: (i) the phrase "rights, interests and royalties" in Section I.C. is changed to read "rights and interests", and (ii) the word "proprietary" in Section II.A. is changed to read "business-confidential".

Section XV Third Party Sales and Transfers

- 15.1 Each Participant will retain the right to sell, transfer title to, disclose or transfer possession of Project Foreground Information:
- 15.1.1 which is generated solely by either that Participant or that Participant's contractors in the performance of that Participant's work allocation under this Implementing Arrangement or a Project Annex, and
- 15.1.2 which does not include any Project Foreground Information or Project Background Information of the other Participant and whose generation, test or evaluation has not relied on the use of Project Equipment of the other Participant.
- 15.2 In the event questions arise whether the Project Foreground Information (or any item produced either wholly or in part from the Project Foreground Information) that a Participant intends to sell, transfer title to, disclose or transfer possession of to a Third Party is within the scope of paragraph 15.1 above, the matter will be brought to the immediate attention of the other Participant's Project Officer. The Participants will resolve the matter prior to any sale or other transfer of such Project Foreground Information (or any item produced either wholly or in part from the Project Foreground Information) to a Third Party.

- 15.3 Except to the extent permitted in paragraph 15.1 above, the Participants will not sell, transfer title to, disclose or transfer possession of Project Foreground Information to any Third Party without the prior written consent of the other Participant. Furthermore, neither Participant will permit any such sale, disclosure, or transfer, including by the owner, without the prior written consent of the other Participant. Such consent will not be given unless the Third Party agrees in writing with the Participant that it will:
- 15.3.1 not retransfer, or permit the further retransfer of, any equipment or information provided; and
 - 15.3.2 use, or permit the use of, the equipment or information provided only for the purposes specified by the Participants.
- 15.4 A Participant will not sell, transfer title to, disclose or transfer possession of Project equipment or Project Background Information provided by the other Participant to any Third Party without the prior written consent of the Participant which provided such equipment or information. The originating Participant will be solely responsible for authorizing such transfers and, as applicable, specifying the method and conditions for implementing such transfers.
- 15.5 Consent for Third Party sales and transfers of Project Foreground Information or jointly acquired Project equipment, or any item produced either wholly or in part from Project Foreground Information will not be withheld except for reasons of foreign policy, national security, or national laws. A Participant will not refuse approval of a sale or transfer to a Third Party when it would be willing to sell or transfer such equipment or information to the same Third Party.

Section XVI Duration, Amendment and Termination

- 16.1 This Implementing Arrangement will enter into operation upon the date of last signature, and will remain in operation for five (5) years or so long as the Umbrella Agreement remains in force, whichever is shorter.
- 16.2 This Implementing Arrangement will be automatically renewed for additional 5-year periods, unless either Participant notifies the other Participant in writing at least 3 months prior to the expiration of the first 5-year period or any succeeding 5-year period of its intent to terminate the Implementing Arrangement, so long as the Umbrella Agreement remains in force.
- 16.3 This Implementing Arrangement may be amended by written arrangement of the Participants.

- 16.4 The Implementing Arrangement and any of its Project Annexes may be terminated by mutual consent of the Participants. In the event both Participants decide to terminate, the Participants will consult prior to the date of termination to ensure termination on the most economic and equitable terms.
- 16.5 The Implementing Arrangement or any of its Project Annexes may be terminated by one Participant after having given the other Participant six months (in respect of termination of the Implementing Arrangement) or three months (in respect of termination of a Project Annex) written notice of its intention to do so. During the period between the notification of the intention to terminate the Implementing Arrangement or Project Annex and its effective date of termination, the Participants will consult about the most satisfactory arrangements to be made for rundown of the Implementing Arrangement or Project Annex as the case may be.
- 16.6 All provisions of this Implementing Arrangement will continue to apply during the period of notification of termination.
- 16.7 In the event of termination of the Implementing Arrangement or any of its Project Annexes, the following provisions will apply:
- 16.7.1 Except as to Contracts awarded on behalf of both Participants, each Participant will be responsible for its own costs associated with termination. For Contracts awarded on behalf of both Participants, the costs of termination will be allocated in accordance with the terms of the Contract. In no event, however, will a terminating Participant's total financial contribution, including contract termination costs, exceed that Participant's total financial contribution as established in a Project Annex.
- 16.7.2 Termination of this Implementing Arrangement or any Project Annex will not affect the implementation of any cooperative activity carried out under, and not completed upon termination of, the Implementing Arrangement or Project Annex as the case may be.
- 16.7.3 The respective rights and responsibilities of the Participants regarding Section VIII (Security), Section IX (Controlled Unclassified Information), Section XI (Project Equipment), Section XIII (Disclosure and Use of Project Information), and Section XV (Third Party Sales and Transfers) will continue to apply notwithstanding termination, expiration, or withdrawal from this Implementing Arrangement or any of its Project Annexes.

SIGNED in duplicate.

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



Date: July 3, 2002

Place: Washington DC

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



Date: 25th July 2002

Place: London

*Appendix A to the DOE/MOD Implementing
Arrangement for Cooperation in R&D of Chemical
and Biological Weapons Detection and Protection-
Related Technologies*

THE
US-UK CHEMICAL AND BIOLOGICAL WEAPONS DETECTION AND
PROTECTION-RELATED TECHNOLOGIES PROJECTS

IMPLEMENTING ARRANGEMENT

DATED _____ 2002

PROJECT ANNEX NO. US-UK-XX-XX-XXXX

BETWEEN

THE DEPARTMENT OF ENERGY OF

THE UNITED STATES OF AMERICA

AND

THE SECRETARY OF STATE FOR DEFENCE

OF THE

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

CONCERNING

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X. PRINCIPAL ORGANIZATIONS INVOLVED	
XI. ENTRY INTO EFFECT, DURATION AND TERMINATION	

SECTION I INTRODUCTION

- 1.1 This Project Annex (PA) is entered into pursuant to the Implementing Arrangement (IA) between the Department of Energy of the United States of America (DOE) and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (MOD) (collectively the "Participants") for Cooperation in Research and Development of Chemical and Biological Weapons Detection and Protection-Related Technologies of _____, 2002, the terms of which are hereby incorporated by reference.

SECTION II DEFINITION OF TERMS AND ABBREVIATIONS

2.1

SECTION III OBJECTIVES

- 3.1 The objectives of this Project are

1.

2.

SECTION IV SCOPE OF WORK

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

SECTION V SHARING OF TASKS

- 5.1 The sharing of tasks will be as follows:

5.1.1. The DOE will:

5.1.1.1

5.1.2 The MOD will:

5.1.2.1

5.1.3 The DOE and MOD will jointly:

5.1.3.1

SECTION VI BREAK DOWN AND SCHEDULE OF TASKS

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

6.1.1

6.x.x The final report must be transmitted to the JCC six months before the termination date for this PA.

SECTION VII MANAGEMENT

7.1 The Project Officers for this PA are:

7.1.1 US Project Officer:

7.1.2 UK Project Officer:

7.2 Particular Management Procedures:

7.2.1

SECTION VIII FINANCIAL ARRANGEMENTS

8.1 The Participants estimate the cost of performance of the work under this PA will not exceed \$xxx or £ xxx using an exchange rate of \$xxx per £.

8.2 The DOE tasks will not cost more than \$xxxxxx.

- 8.3 The MOD tasks will not cost more than £xxxx.
- 8.4 Cooperative efforts of the Participants over and above the jointly determined tasks detailed in the SCOPE OF WORK and SHARING OF WORK and FINANCIAL ARRANGEMENTS Sections will be subject to amendment to this PA or signature of a new PA.

SECTION IX CLASSIFICATION

- 9.1 The highest classification of information to be exchanged under this PA will be xxxxxxxxxx.

SECTION X PRINCIPAL ORGANIZATIONS INVOLVED

- 10.1 The principal organization for the United States is:
- 10.1.1
- 10.2 The principal organization for the United Kingdom is:
- 10.2.1

SECTION XI ENTRY INTO EFFECT, DURATION AND TERMINATION

- 11.1 This *(Title)* PA, a Project under the Implementing Arrangement between the Department of Energy of the United States of America and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland for Cooperation in Research and Development of Chemical and Biological Weapons Detection and Protection-Related Technologies, will enter into effect upon signature by the IA Executive Agents, and will remain in effect for xxxx years unless terminated by either Participant. It may be extended by written consent by the IA Executive Agents.

THE UK IA EXECUTIVE AGENT

Signature

Name

Title

Date

THE US IA EXECUTIVE AGENT

Signature

Name

Title

Date

*Appendix B to the DOE/MOD Implementing Arrangement for
Cooperation in R&D of Chemical and Biological Weapons
Detection and Protection-Related Technologies*

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

between

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

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

INTRODUCTION

This Equipment and Material Transfer (E&MT) is entered into pursuant to the Implementing Arrangement (IA) between the Department of Energy of the United States of America, and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland for Cooperation in Research and Development of Chemical and Biological Weapons Detection and Protection-Related Technologies of _____ 2002. This E&MT Form is being executed by authorised representatives of the providing and receiving Participants pursuant to Section XI (Project Equipment) of that IA.

SECTION I DESCRIPTION AND QUANTITY

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

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

(fill in as appropriate)

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

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

“None of the Equipment and Material identified in paragraph 1.1 is intended to be consumed or expended during the course of the activity described in paragraph 2.1.1.”

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

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

SECTION II PURPOSE

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

2.1.1 (fill in as appropriate)

SECTION III MANAGEMENT AND RESPONSIBILITIES

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

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

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

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

3.2 **Responsibilities of the Providing Participant(s)**

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

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

3.3 **Responsibilities of the Receiving Participant(s)**

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

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

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

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

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

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

3.3.3 If required by national procedures, insert the following:

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

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

**SECTION IV
CLASSIFICATION**

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

**SECTION V
MODIFICATION, TERMINATION, AND TRANSFER PERIOD**

5.1 The provisions of this E&MT Form may be modified or extended by written mutual consent of authorized representatives of the Participants in accordance with Section XI (Project Equipment) of the IA.

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

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

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

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

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

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

Insert signature block(s)

Location

Location

*Appendix C to the DOE/MOD Implementing Arrangement for
Cooperation in R&D of Chemical and Biological Weapons
Detection and Protection-Related Technologies*

CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES

I understand and acknowledge that I have been accepted for assignment to **(name and location of organization to which assigned)** pursuant to the Implementing Arrangement between the Department of Energy of the United States of America, and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern for Cooperation in Research and Development of Chemical and Biological Weapons Detection and Protection-Related Technologies, signed _____ 2002. In connection with this assignment, I further understand, acknowledge, and certify that I will comply with the following conditions and responsibilities:

1. The purpose of the assignment is **[STATE SPECIFIC ACTIVITY]**. There will be no access to Information except as required to perform the duties to which I am assigned, as determined by the receiving Participant.
2. I will perform only functions which are properly assigned to me.
3. I will not disclose any Information of the receiving Participant to which I have access in the course of this assignment, to any other person, firm, organization or government save to the sending Participant except as follows:
 - 3.1 During the period of assignment at the direction of the receiving Participant.
 - 3.2 Subsequent to the period of the assignment on behalf of the sending Participant insofar only as permitted by the provisions of the aforementioned Implementing Arrangement.
4. I acknowledge that I have been briefed on, understand, and will comply with all applicable security regulations of the receiving Participant.

(Signature)

(Typed Name)

(Rank/Title)

(Date)