


14.2. Για διοικητικούς λόγους, τα πρωτότυπα κείμενα φυλάσσονται από τον Βρετανό υπουργό Άμυνας που ενεργεί ως θεματοφύλακας της παγιοποιημένης εκδοχής της παρούσας Διευθέτησης. Ένα ακριβές αντίγραφο εκάστου των κειμένων αυτών αποστέλλεται σε όλα τα Μέλη της ΟΕΟ.

FINAL

Pour le Ministre de la Défense de la République hellénique

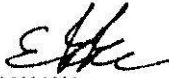
Nom.....EVANGELOS V. VASILAKOS.....

Date.....11 OCTOBER 2006.....

Lieu.....ATHENS, GREECE.....

FINAL

For the Minister of Defence of the Hellenic Republic

Name..... EVANGELOS V. VASILAKOS 

Date..... 11 OCTOBER 2006

Location..... ATHENS, GREECE

FINAL

EUROPEAN RESEARCH GROUPING ARRANGEMENT No 1

(consolidated ERG No 1)

among

THE MINISTER OF NATIONAL DEFENCE OF THE KINGDOM OF BELGIUM
and
THE MINISTRY OF DEFENCE OF THE CZECH REPUBLIC
and
THE MINISTRY OF DEFENCE OF THE KINGDOM OF DENMARK
and
THE MINISTER OF DEFENCE OF THE REPUBLIC OF FINLAND
and
THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC
and
THE FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY
and
THE MINISTER OF DEFENCE OF THE HELLENIC REPUBLIC
and
THE GOVERNMENT OF THE REPUBLIC OF HUNGARY REPRESENTED BY THE MINISTER OF
DEFENCE
and
THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC
and
THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS
and
THE MINISTER OF DEFENCE OF THE KINGDOM OF NORWAY
and
THE GOVERNMENT OF THE REPUBLIC OF POLAND REPRESENTED BY THE MINISTER OF
NATIONAL DEFENCE
and
THE MINISTER OF DEFENCE OF THE PORTUGUESE REPUBLIC
and
THE GOVERNMENT OF ROMANIA REPRESENTED BY THE MINISTER OF DEFENCE
and
THE MINISTER OF DEFENCE OF THE KINGDOM OF SPAIN
and
THE GOVERNMENT OF THE KINGDOM OF SWEDEN
REPRESENTED BY THE MINISTRY FOR DEFENCE
and
THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF TURKEY
and
THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND

concerning

Co-operative Defence Research and Technology Projects

FINAL

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
INTRODUCTION	
SECTION I	DEFINITIONS AND ABBREVIATIONS
SECTION II	SCOPE AND OBJECTIVES
SECTION III	MANAGEMENT
SECTION IV	FINANCE
SECTION V	CONTRACTING
SECTION VI	SECURITY AND VISITS
SECTION VII	CLAIMS AND LIABILITIES
SECTION VIII	DISCLOSURE AND USE OF INFORMATION
SECTION IX	SALES AND TRANSFERS TO ERG 1 THIRD PARTIES
SECTION X	CUSTOMS DUTIES, TAXES AND SIMILAR CHARGES
SECTION XI	ATTACHMENT AND EXCHANGE OF PERSONNEL
SECTION XII	LOANS AND TRANSFERS OF EQUIPMENT AND MATERIAL
SECTION XIII	ADMISSION OF NEW MEMBERS
SECTION XIV	ENTRY INTO EFFECT, DURATION, AMENDMENT, TERMINATION AND WITHDRAWAL
SECTION XV	SETTLEMENT OF DISPUTES
SECTION XVI	SIGNATURE

FINAL

INTRODUCTION

The Minister of National Defence of the Kingdom of Belgium, the Ministry of Defence of the Czech Republic, the Ministry of Defence of the Kingdom of Denmark, the Minister of Defence of the Republic of Finland, the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Minister of Defence of the Hellenic Republic, the Government of the Republic of Hungary represented by the Minister of Defence, the Ministry of Defence of the Italian Republic, the Minister of Defence of the Kingdom of the Netherlands, the Minister of Defence of the Kingdom of Norway, the Government of the Republic of Poland represented by the Minister of National Defence, the Minister of Defence of the Portuguese Republic, the Government of Romania represented by the Minister of Defence, the Minister of Defence of the Kingdom of Spain, the Government of the Kingdom of Sweden represented by the Ministry for Defence, the Minister of National Defence of the Republic of Turkey, and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, hereinafter called the European Research Grouping (ERG) Members:

recognising that this is a consolidated ERG arrangement created under the consolidated EUROPA Memorandum of Understanding (MOU) and that all rights and obligations provided for in that MOU also apply to this arrangement;

wishing to create a framework under which bilateral and multilateral co-operative defence Research and Technology (R&T) can be carried out by any two or more Members;

have reached the following understandings:

FINAL

SECTION I – DEFINITIONS AND ABBREVIATIONS

The following definitions are in addition to those which appear in the EUROPA MOU, which also apply to this ERG arrangement.

Contributing Member

means an ERG Member that contributes resources under a TA to this ERG arrangement.

Defence Purposes

means any purposes of the armed forces of a Contributing Member acting in any part of the world, whether alone or in concert with others or on behalf of some other nation, or multinational or international organisation, and anything done by or for the Contributing Member in support of those purposes. The term "Defence Purposes" does not embrace the transfer of articles by sale or other disposal to ERG 1 Third Parties nor R&T Projects or development or the like conducted in co-operation with a Participant which is not a Contributing Member (see SECTION IX).

Disclosing Contributing Member

means a Contributing Member who discloses Information under a specific TA to this ERG arrangement.

ERG 1 Third Party

means any person, entity or government who are not a Contributing Member or a contractor in the specific TA. Government agencies of the Contributing Members are not considered to be ERG 1 Third Parties.

Government Purposes

means use, other than Defence Purposes use, by or for any Government organisation of a Contributing Member. The term "Government Purposes" does not embrace the transfer of articles by sale or other disposal to ERG 1 Third Parties nor R&T Projects or development or the like conducted in co-operation with a Participant which is not a Contributing Member (see SECTION IX).

FINAL**Host Contributing Member**

means a Contributing Member receiving personnel for attachments or exchanges under this ERG arrangement.

Parent Contributing Member

means a Contributing Member providing personnel for attachments or exchanges under this ERG arrangement.

Receiving Contributing Member

means a Contributing Member who receives Information under a specific TA to this ERG arrangement.

TA Management Group (TAMG)

means a Management Group made up of the Project Officers nominated by the Contributing Members in a TA.

Technical Arrangement (TA)

means a specific arrangement setting the principles applying to a specific R&T Project to be carried out under this ERG arrangement.

Technology Demonstrator Project (TDP)

means a Project in which a combination of technologies is intended to validate either a proposed technology capability or operational requirement. The products of a TDP may include, but are not necessarily limited to: equipment, materials, and software (including system architecture and source codes).

FINAL

SECTION II - SCOPE AND OBJECTIVES

- 2.1 This ERG arrangement allows any two or more ERG Members to conduct individual R&T Projects set up under Section II of the EUROPA MOU.
- 2.2 All activities of the ERG Members under this ERG arrangement will be carried out in accordance with their national laws, regulations, and procedures.
- 2.3 For all R&T Projects carried out pursuant to this ERG arrangement, the ERG Members will not seek to apply *juste retour* on an individual Project basis, but will seek a global return.
- 2.4 The ERG Members will use this ERG arrangement to set up bilateral or multilateral co-operative R&T activities in accordance with the list at sub-paragraphs 2.5a) to 2.5g) of the EUROPA MOU. Such co-operative R&T activities will normally require the completion of a Technical Arrangement (TA) by the ERG Members concerned. However, exchanges of information among ERG Members in order to initiate and develop R&T activities will not require the completion of a TA.

SECTION III - MANAGEMENT

GENERAL

- 3.1 The ERG Members will be jointly responsible for the operation of this ERG arrangement and will be responsible for resolving any issues on any matter set up under it. They will also consider any matter concerning the compliance with this ERG arrangement of any TA set up under it. When dealing with the above matters each ERG Member will have one vote and all decisions will be taken unanimously.
- 3.2 Any two or more ERG Members may decide to carry out an R&T Project in accordance with paragraph 2.4 above without seeking the approval of the other ERG Members. They must, however, provide the other ERG Members with a summary description of the proposed activity.
- 3.3 On completion of an R&T Project under this ERG arrangement, an executive summary of the results will be provided to the other ERG Members. The Chairman of the TAMG will be responsible for providing such a summary to the other ERG members.

FINAL**TAs**

3.4 TAs will, as appropriate, contain provisions to cover the following:

- a) objectives;**
- b) work schedule;**
- c) list of tasks;**
- d) costs, and financial arrangements between the Contributing Members;**
- e) contractual arrangements (if any);**
- f) project management and principal government organisations involved;**
- g) industrial involvement (if any);**
- h) arrangements for reporting progress to the Contributing Members;**
- i) details of equipment loaned;**
- j) personnel attachments and exchanges;**
- k) special provisions specific to the TA on such subjects as disclosure and use of information, security, claims and liabilities, or customs duties, taxes and similar charges.**

3.5 The ERG Members will issue a mutually approved "TA Guide" containing more detailed instructions for the completion of TAs.

3.6 TAs will be signed by a designated representative of each Contributing Member.

3.7 TAs will be signed pursuant to the provisions of this ERG arrangement. In the event of any conflict between a TA and this ERG arrangement, this ERG arrangement will rule.

3.8 The Contributing Members in a TA will determine the detailed management arrangements for that TA including the formation of a TAMG for that TA.

FINAL

SECTION IV - FINANCE

4.1 Each ERG Member will bear its own costs associated with the management and administration of this ERG arrangement. This ERG arrangement in and of itself creates no financial responsibilities with respect to any individual TA.

4.2 Each Contributing Member will bear the costs of its share in any R&T Project as described in a TA, including the costs of its contracts, whether let nationally, or let on its behalf by the other Contributing Member(s) or by any other contracting agency. The cost share will be determined by the Contributing Members on a case-by-case basis. Contributing Members may set cost shares on a basis of equality, or equitability, or any other ratio that they mutually determine, taking into account the relevant provisions of paragraph 3.8g) of the EUROPA MOU. One ERG Member will promptly notify the other if funds are not available to meet its commitments under this ERG arrangement or any TA; the ERG Members concerned will then consult with a view to continuing on a changed or reduced basis. The currency exchange rates and economic conditions to be used when calculating the cost shares for each TA will be determined by the Contributing Members and stated in the relevant TA.

4.3 Where a Contributing Member carries out work on behalf of the other(s) on a repayment basis, full details will be set out in the relevant TA to this ERG arrangement.

4.4 If an international contracting agency incurs contractual obligations on behalf of a group of Contributing Member(s) those Members will pay their share of such obligations, or will make funds available to the contracting agency in such amounts and at such times as may be determined by the Contributing Members concerned and the agency together. If a Contributing Member incurs contractual obligations on behalf of other Contributing Member(s) the other(s) will pay their share of such obligations, and will make funds available in such amounts and at such times as determined by those Contributing Members concerned.

4.5 For each TA, the relevant TAMG will be responsible for establishing adequate financial management procedures under which the work will be performed. These procedures will, if national policies and procedures of at least one of the Contributing Members require it, be detailed in a financial management policies and procedures document proposed by the TAMG and subject to the approval of the Contributing Members. The financial management policies and procedures document will contain an estimated schedule of the financial contributions each Contributing Member will make to the R&T Project concerned.

4.6 When funds are transferred from one Contributing Member to the other(s) for the purpose of carrying out work under a TA, the Contributing Member who receives the funds will be responsible for the internal audit regarding their administration in accordance with its own national practices. Where funds are transferred to an international contracting agency, the agency will be responsible for the internal audit in accordance with its own practices and procedures. Audit reports will be made available to the other Contributing Member(s) promptly.

FINAL

SECTION V - CONTRACTING

5.1 Competition will be the preferred method for letting contracts pursuant to this ERG arrangement, taking into account the national regulations and procedures of the Contributing Members concerned, except when a Contributing Member determines that such competition could be critical to its national security interests.

5.2 If a Contributing Member determines that national contracting is necessary to fulfil its responsibilities under a TA then that Contributing Member will contract in accordance with its respective national laws, regulations and practices with such waivers and deviations as its practices permit and as are deemed necessary to implement the provisions of this ERG arrangement and the relevant TA.

5.3 When a Contributing Member contracts nationally to carry out a task that is part of its own work programme as specified in a TA, it will be solely responsible for its own contracting, and the other Contributing Member(s) will not be subject to any liability arising from such contracts without their prior written consent.

5.4 If the Contributing Members determine that one of them should let a contract on behalf of one or more of the other(s), that Contributing Member will let a contract in accordance with its own national laws, regulations and practices with such waivers and deviations as its practices permit and as are deemed necessary to implement the provisions of this ERG arrangement and the relevant TA. The contractual arrangements will be detailed in the relevant TA. The Contributing Member letting the contract will nominate a contracting officer who will be the exclusive source for providing contractual direction and instruction to the contractors. The TAMG however, will be responsible for the co-ordination of activities relating to contracting under the relevant TA, and will co-operate with the contracting officer in the area of evaluation of offers, contract procedures, and contract negotiations. The contracting officer will let the contract only with the approval of the TAMG. The contracting officer will keep the TAMG advised of all financial arrangements with contractors.

5.5 Each Contributing Member will include in its contracts and require its contractors to insert in their sub-contracts suitable provisions to satisfy the requirements of this ERG arrangement and the relevant TA. Contributing Members letting contracts will instruct prospective contractors that they should notify the Contributing Members if any license or agreement affecting the contractor will limit the Contributing Members' freedom to disclose the Information or permit its use. A Contributing Member letting a contract will also instruct prospective contractors not to enter into any new agreement or arrangement that will result in such limitations without prior consultation with that Contributing Member.

5.6 In the event that a Contributing Member letting a contract is unable to secure suitable provisions to satisfy the requirements of this ERG arrangement and the relevant TA as set out in paragraph 5.5 above, that Member will notify the other Contributing Member(s) of the restrictions.

5.7 Each Contributing Member letting a contract will promptly advise the other Contributing Member(s) of any cost growth, schedule delay, or performance problems in connection with a contract placed by that Contributing Member.

FINAL

5.8 Contributing Members may mutually determine that contracts will be let on their behalf by an international organisation with which they have an appropriate legal relationship. Provisions applicable to such contracting arrangements will be set out in the relevant TA.

5.9 Where a contract is let on behalf of Contributing Members by an international organisation, those Contributing Members will determine how to meet the costs arising in any case of contractual liability for which the international organisation itself is not responsible. Such costs will normally be borne on a pro-rata basis according to each Contributing Member's contribution to the Project, unless otherwise determined in the relevant TA.

SECTION VI - SECURITY AND VISITS

GENERAL

6.1 All classified Information exchanged or generated in connection with this ERG arrangement and any TAs under it will be used, transmitted, stored, handled and safeguarded in accordance with the provisions of SECTION VI of the EUROPA MOU.

6.2 Classified Information will be transferred only through official channels approved by the National Security Authority/Designated Security Authorities (NSA/DSA) of the ERG Members. Such Information will be marked with the level of classification and the country of origin.

TAs

6.3 Where the Contributing Members in a TA are signatories to, and wish to use, a suitable Security Agreement or Arrangement other than the WEU Security Regulations RS 100, they may do so. Use of such an Agreement or Arrangement will be specified in the relevant TA. Notwithstanding this, the following provisions will always apply to any Project carried out under this ERG arrangement.

6.4 Each Contributing Member will take all lawful steps available to it to ensure that Information provided or generated pursuant to this ERG arrangement is protected from further disclosure except as provided for by paragraph 6.8 below, unless the other Contributing Member(s) consents to such disclosure.

6.5 Accordingly, each Disclosing Contributing Member will require that:

- a) a Receiving Contributing Member does not release the classified Information to any ERG 1 Third Party without the prior written consent of the originator.
- b) a Receiving Contributing Member does not use the classified Information for other than the purposes provided for in this ERG arrangement or a TA under it.

FINAL

- c) a Receiving Contributing Member complies with any distribution and access restrictions on Information that is provided under this ERG arrangement or a TA under it.

6.6 When a classified contract is awarded to a contractor within the territory of one of the Contributing Members, the NSA/DSA of the Contributing Member concerned will assume responsibility for administering within its territory security measures for the protection of the classified Information, in accordance with its national laws and regulations. Prior to the release to a contractor, prospective contractor, or sub-contractor of any classified Information received under this ERG arrangement or TA, the NSA/DSAs will:

- a) ensure that such a contractor, prospective contractor, or sub-contractor and their facilities have the capability to protect the Information adequately.
- b) grant a security clearance to the facilities, if appropriate.
- c) grant a security clearance for all personnel whose duties require access to classified Information, if appropriate.
- d) ensure that all persons having access to the Information are informed of their responsibilities to protect the Information in accordance with national security laws and regulations, and the provisions of this ERG arrangement and/or any TA under it.
- e) carry out periodic security inspections of cleared facilities to ensure that the classified Information is properly protected.
- f) ensure that access to the classified Information is limited to those persons who have a need-to-know for the purposes of this ERG arrangement and/or any TA under it.

6.7 Classified contracts may be awarded to contractors located outside the territory of the Contributing Members. In such a case, the contractors, prospective contractors, or sub-contractors determined by the NSA/DSAs of the Contributing Members to be under financial, administrative, policy or management control of nationals or entities of an ERG 1 Third Party may participate in a contract or sub-contract requiring access to classified Information only when enforceable measures are in effect to ensure that nationals or entities of an ERG 1 Third Party will not have access to classified Information, unless the Contributing Members mutually determine that they should have such access.

6.8 For any facility wherein classified Information is to be used, the responsible Contributing Member or contractor will approve the appointment of a person or persons of sufficient rank to exercise effectively the responsibilities for safeguarding at such a facility the Information pertaining to this ERG arrangement and/or any TA under it. These officials will be responsible for limiting access to classified Information under this ERG arrangement and/or TA to those persons who have been properly approved for access and have a need-to-know. The Contributing Members will ensure that personnel who have a need for access to classified Information in order to participate in a Project possess the requisite security clearances.

FINAL

6.9 When taking part in an R&T Project Contributing Members will require the TAMG to prepare a Project Security Instruction (PSI) and a Classification Guide for the Project. The PSI and the Classification Guide will describe the methods by which Information will be classified, marked, used, transmitted, and safeguarded. The Contributing Members will review and forward the PSI and Classification Guide to the appropriate NSA/DSAs for approval. Upon approval, the documents will be applicable to all Contributing Members' and contractors' personnel participating in the Project, and subject to review and revision.

VISITS

6.10 Visit procedures will, at a minimum, be carried out in accordance with SECTION VI of the EUROPA MOU. Each Contributing Member will permit visits to its establishments, agencies, and laboratories, and contractor industrial facilities, by employees of the other Contributing Member(s) or by employees of the other Contributing Members' contractors provided that the visit is authorised and the employees have appropriate security clearances and a need-to-know. Where visits are to be made to contractor's facilities, the permission of the relevant contractor will be sought in advance.

6.11 All visiting personnel will comply with security regulations of the Host Contributing Member, and if visiting a contractor's premises, with appropriate security or health and safety regulations applicable to those premises. Any Information which is disclosed or made available to visitors will be treated as if supplied to the Contributing Member sponsoring the visiting personnel, and will be subject to the provisions of this ERG arrangement and/or any TA under it.

6.12 Requests for visits by personnel of one Contributing Member to a facility of another Contributing Member will be co-ordinated through official channels and will conform with the established visit procedures of the Host Contributing Member. Requests for visits will bear the name of the relevant TA and will be submitted in accordance with either the International Visits Procedures described by the WEU Security Regulations (RS100), or by any other appropriate visit procedures contained in any Security Agreement or Arrangement being used by the Contributing Members in a particular TA.

6.13 Lists of personnel of each Contributing Member required to visit, on a continuing basis, facilities of the other Contributing Member(s) will be submitted through official channels in accordance with Recurring International Visit Procedures.

6.14 All classified Information exchanged or generated under this ERG arrangement or any TA under it will continue to be protected in the event of withdrawal by any ERG Member from this ERG arrangement or the withdrawal of a Contributing Member from a TA, or upon termination or expiry of this ERG arrangement, or one of its TAs.

6.15 Unclassified matter resulting from any TA under this ERG arrangement which may be suitable for publication in scientific or technical journals will first be specifically cleared for public disclosure by the TAMG.

FINAL

SECTION VII - CLAIMS AND LIABILITIES

7.1 All claims and liabilities arising from or in connection with the execution of this ERG arrangement or any TA under it will be dealt with as specified in SECTION VII of the EUROPA MOU unless the relevant TA specifies changes permitted under paragraph 7.2 of that MOU.

SECTION VIII - DISCLOSURE AND USE OF INFORMATION

GENERAL

8.1 Two or more ERG Members may disclose Information to one another under this ERG arrangement for the purposes of co-ordinating their respective R&T requirements and for formulating, developing and negotiating TAs to this ERG arrangement. In such cases the ERG Members will observe their normal national security and disclosure regulations and any other pre-existing obligations of confidentiality.

8.2 Whenever Information is disclosed by one ERG Member to another, for whatever purpose, the disclosing ERG Member will be responsible for marking all documented Information that it provides with a legend that refers to the EUROPA MOU and this ERG arrangement, and which indicates the following:

- a) the identity of the disclosing ERG Member and of the owner of the Information;
- b) the security classification of the Information;
- c) whether the Information may be used for information and evaluation purposes only, for Defence Purposes, or for Government Purposes;
- d) whether or not the receiving ERG Member may release the Information to its contractors, or may release it to contractor personnel working within its organisation and any of its establishments;
- e) whether any pre-existing obligations of confidentiality apply to the Information.

8.3 Should an ERG Member receive from other(s) Information which is not marked as aforesaid, then the recipient will consult with the ERG Member(s) disclosing the Information, and in the meantime, treat the Information as if it had been disclosed in an Information Exchange.

FINAL

INFORMATION EXCHANGE

8.4 Background Information may be exchanged under any TA, in accordance with Paragraph 2.5a) of the EUROPA MOU. No transfer of ownership of Background Information between Contributing Members will take place under a TA to this ERG arrangement unless specific alternative provisions, which should take into account any applicable proprietary rights, are included in the relevant TA.

8.5 Background Information will only be exchanged where it may be so exchanged without incurring liability to holders of proprietary rights and where disclosure is consistent with the national disclosure procedures and regulations of the Disclosing Contributing Member(s).

8.6 The Receiving Contributing Member(s) may use Background Information received under a TA for information and evaluation purposes only, and will not use the Information for any purpose other than the purpose for which it was furnished without the prior written consent of the Disclosing Contributing Member(s). However, and subject to any pre-existing rights in the Background Information, where the Contributing Members mutually determine in advance that exchanged Background Information may be used for purposes other than information and evaluation then the provisions determining such use will be included in the TA covering the Information exchange.

8.7 Should the Receiving Contributing Member(s) acknowledge, or should the Disclosing Contributing Member believe, that misuse of Background Information has occurred, then they will confer to investigate the matter and decide whether the Receiving Contributing Member(s) should make financial or other reparation to the injured owner of the Background Information (whether the Disclosing Contributing Member or its contractor).

CO-OPERATIVE R&T PROJECTS

8.8 R&T Projects may be established under TAs to this ERG arrangement in accordance with paragraphs 2.5b) to 2.5g) of the EUROPA MOU. The following provisions will apply to such Projects, unless specific alternative provisions are included in the relevant TA.

PROJECTS FULLY FUNDED BY THE CONTRIBUTING MEMBERS

Background Information

8.9 The Disclosing Contributing Member, upon request, will disclose to the Receiving Contributing Member(s) promptly and without charge, all Background Information which is or has been generated by it, or which has been delivered by its contractors, which is necessary for the performance of that R&T Project and for the use of the results of that R&T Project, provided that:

FINAL

- a) the Background Information is required in the R&T Project, as determined by the Disclosing Contributing Member;
- b) the Background Information may be made available without incurring liability to holders of proprietary rights;
- c) disclosure of the Background Information is consistent with the national procedures and regulations of the Disclosing Contributing Member.

8.10 Each Contributing Member will use its best efforts to identify to the other Contributing Member(s) before concluding each TA, all of the Background Information that it will disclose and such Background Information will be identified in the relevant TA. However, additional Background Information may also be provided to satisfy the needs of an R&T Project after it has commenced, without amending the TA. In any case, the members of the TAMG will draw up and maintain a record of disclosed information.

8.11 The Receiving Contributing Member(s), subject to any pre-existing rights in the Information, may use received Background Information or have it used without charge for the purpose of performing work under the relevant TA and for using results of that TA for Defence Purposes, unless the use of such Background Information is specifically limited by the provisions of the TA. Where contractor's proprietary rights would normally limit the use that the Receiving Contributing Member(s) can make of Background Information, the Receiving Contributing Member(s) may be allowed to use the Information or have it used upon fair and reasonable terms to be agreed with the contractor holding the proprietary rights. Where a Receiving Contributing Member wishes to use the results of the TA for Government Purposes, provisions governing access to the relevant Background Information, including the question of contractor's proprietary rights, will be set out in the relevant TA.

Foreground Information

8.12 All Foreground Information generated by or for a Disclosing Contributing Member will be disclosed to the Receiving Contributing Member(s) promptly and without charge.

8.13 The Receiving Contributing Member(s) receiving Foreground Information may use it and have it used without charge for its Defence Purposes and may use it and have it used for its Government Purposes under provisions set out in the relevant TA.

8.14 Where Foreground Information is jointly generated by or for all Contributing Members, then all Contributing Members will have the right to receive that Foreground Information, promptly and without charge, and to use it and have it used without charge for their Defence Purposes and may use it and have it used for their Government Purposes under provisions set out in the relevant TA.

FINAL

PROJECTS FUNDED JOINTLY BY THE CONTRIBUTING MEMBERS AND CONTRACTORS

Background Information

8.15 The provisions of paragraphs 8.9 to 8.11 will apply to all Background Information which is owned by Contributing Members, or in which Contributing Members have already secured sufficient user rights to comply with those provisions.

Disclosure Subject to Proprietary Rights

8.16 Where sufficient user rights have not previously been secured, a Disclosing Contributing Member will require its contractors to make Background Information available without charge to the Receiving Contributing Member(s), or to that Contributing Member's contractors, if that Background Information is required to enable them to carry out their respective share of work under a TA. This will be subject to appropriate obligations of confidence. What Background Information will be required by the Receiving Contributing Members' contractors will be mutually determined by the Contributing Members and their respective contractors and included in the appropriate contract(s).

Use Subject to Proprietary Rights

8.17 The Receiving Contributing Member(s) will have, subject to any pre-existing rights in the Information, the right to use or have used by a contractor other than the Disclosing Contributing Member's contractor, Background Information in order to make use of Foreground Information generated under a TA as follows:

- a) for information and evaluation of the results of the relevant TA, without charge;
- b) disclosure of necessary Information for tender purposes, without charge;
- c) for other Defence Purposes, on fair and reasonable terms;
- d) for Government Purposes, on fair and reasonable terms.

8.18 The Receiving Contributing Member(s) will in all cases give the Disclosing Contributing Member's contractor 30 days notice of its intention to make use of received Background Information under sub-paragraphs a) to d) above, and will consider any representations made by that contractor with regard to the proposed use. The Receiving Contributing Member(s) will give that contractor, if it is capable of doing so, the opportunity to bid for work that is part of the proposed use. If the Receiving Contributing Member(s) intend to use the Information for Defence Purposes, and have made a fair and reasonable offer to the contractor, use may commence 3 months from expiry of notice to the contractor whilst negotiation of fair and reasonable terms continues.

FINAL

8.19 If the Receiving Contributing Member(s) intend to use the Information for Government Purposes, prior agreement of terms must be reached with the relevant contractor before the Information is used.

8.20 In all cases, however, the Receiving Contributing Member(s) will require the intended recipient of the Information to sign a confidentiality agreement before the Information is disclosed should the Disclosing Contributing Member's contractor require it.

Foreground Information

Disclosure

8.21 The Disclosing Contributing Member will require its contractor(s) to make available to the Receiving Contributing Member(s), without charge, all Foreground Information generated by that contractor under a TA.

Use

8.22 The Receiving Contributing Member(s) may use, or have used, Foreground Information generated by a contractor under a TA as follows:

- a) for information and evaluation, without charge;
- b) for the purpose of issuing tenders, without charge;
- c) for Defence Purposes, without charge unless otherwise determined and set out in the relevant TA;
- d) for Government Purposes, on fair and reasonable terms.

8.23 The Receiving Contributing Member(s) will in all cases give the Disclosing Contributing Member's contractor 30 days notice of its intention to make use of received Foreground Information under sub-paragraphs (a) to (d) above.

8.24 If the Receiving Contributing Member(s) intend to use the Foreground Information for Government Purposes, prior agreement of terms must be reached with the relevant contractor before the Foreground Information is used.

8.25 In all cases, however, the Receiving Contributing Member(s) will require the intended recipient of the Foreground Information to sign a confidentiality agreement before the Foreground Information is disclosed should the Disclosing Contributing Member's contractor require it.

TECHNOLOGY DEMONSTRATOR PROJECTS

8.26 Detailed provisions covering Technology Demonstrator Projects (TDP) will be set out in the relevant TA.