

DEFENSE

Cooperation

Agreement Between the
UNITED STATES OF AMERICA
and AUSTRALIA

Signed at Washington October 21, 1994



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

“ the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof ”

AUSTRALIA

Defense: Cooperation

*Agreement signed at Washington October 21, 1994;
Entered into force October 21, 1994.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE GOVERNMENT
OF AUSTRALIA CONCERNING CO-OPERATIVE AND
COLLABORATIVE RESEARCH, DEVELOPMENT AND
ENGINEERING

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF AUSTRALIA (hereinafter referred to as the "Parties")

NOTING the commitments made by the Parties in the "General Security of Information Agreement" concluded by an Exchange of Notes dated 2 May 1962, as amended,¹ concerning the protection of classified information and in the Exchange of Notes to Implement Security Procedures for Industrial Operations (the "Industrial Security Agreement") concluded on 15 August 1966,²

NOTING other projects already being achieved proposed or planned under activities of The Technical Co-operation Program (TTCP) and the Data Exchange Annexes to the Mutual Weapons Development Data Exchange Agreement between the United States and Australia, concluded on 25 January 1962,²

NOTING the relationship that has been established between the Parties through many co-operative achievements that have been accomplished under the United States-Australia Co-operative Research and Development Memorandum of Understanding, concluded on 23 July 1968,² and,

RECOGNIZING the mutual benefits to be gained from enhancing the relationship by establishing a comprehensive framework for the Parties' continued participation in a program of co-operative and collaborative defence research, development and engineering,

HAVE AGREED as follows:

Article 1

Definitions

For the purposes of this Agreement

- (a) "Australian DOD" means the Australian Department of Defence;
- (b) "United States' DOD" means the United States Department of Defense,

¹ Not printed

² No record of this document in Office of Treaty Affairs' files

- (c) "information" means recorded or unrecorded information, regardless of the form and characteristic and whether or not subject to intellectual property rights and includes experimental and test data, specifications, mathematical formulae, algorithms, designs, processes, inventions whether patentable or not, know-how, technical writings, sound recordings, pictorial reproductions, drawings and other graphic representations, computer software, magnetic tape, computer memory, printouts or data retained in computer memory, and any other technical data "Information" includes "background information" and "foreground information",
- (d) "background information" means any information not generated pursuant to a Project Arrangement. Information exchanged between the Parties, pursuant to a Project Arrangement for information exchange only, is background information,
- (e) "foreground information" means any information generated pursuant to a Project Arrangement,
- (f) "defence purposes" means evaluation, testing, manufacture or use for defence, in any part of the world, but does not include sales or other transfers,
- (g) "Program" means the broad co-operative and collaborative effort covered by this Agreement as implemented by the series of Project Arrangements;
- (h) "Project" means a co-operative or collaborative effort implemented by a Project Arrangement,
- (i) "Project Arrangement" means a Project Arrangement made pursuant to this Agreement;
- (j) "Project Director" means the individual nominated by each Party to be responsible for the execution and administration of a specific Project Arrangement for that Party;
- (k) "originating Party" means the Party which transmits information, materials, supplies or equipment to the other Party,
- (l) "receiving Party" means the Party which receives information, materials, supplies or equipment transmitted by the other Party

Article 2

Objective and scope

1 This Agreement establishes a comprehensive framework for the purpose of implementing mutual co-operation or collaboration on agreed topics of research, development and engineering in accordance with each Party's laws, policies and national priorities.

2. Subject to the national security controls of the respective Governments, the Parties shall initiate and undertake an ongoing comprehensive interchange of information in order to identify areas of research, development and engineering which could, to their mutual advantage, be undertaken co-operatively or collaboratively. The areas thus identified shall be analyzed further to determine in detail, what arrangements may be appropriate for sharing cost or work to implement co-operative and collaborative efforts in such areas.

3 The object of the co-operation and collaboration shall be to utilize to the best advantage, and to the mutual benefit of the Parties, the resources allocated to defence research, development and engineering. For the purposes of this Agreement, both Parties shall review their defence plans and programs to identify areas of mutual interest. Within these areas, the Parties shall investigate technical fields in which co-operative and collaborate research, development and engineering on specific Projects may be desirable and select Projects for further consideration. Only defence Projects of interest to both Parties shall be considered. They may represent either short term or long term defence interests.

4 The scope of this Agreement shall, therefore, include the following types of co-operative and collaborative activities:

- (a) the exchange of information regarding potential areas of co-operation or collaboration on mutually determined Projects, research results or publications, and,
- (b) the execution of research, development and engineering Projects based on shared effort.

Article 3

Implementation and management

1 This Agreement shall be implemented through Project Arrangements. The Model Project Arrangement, attached as Appendix 1 of this Agreement, shall be used as a basis for the development of future Project Arrangements. Each Project

Arrangement shall be made expressly subject to the terms and conditions of this Agreement and shall include detailed provisions concerning the work to be undertaken, if any, the funding thereof, and the information to be provided or exchanged, as well as any special arrangements which may be required by a particular work project, such as project management, staffing and any project-peculiar intellectual property provisions

2 Project Arrangements may be concluded directly between the respective lead defence agencies, organizations or departments within national guidelines approved by each Party for the purpose

3 Each Project Arrangement shall be separately concluded by the Parties or their authorized representatives

4 In the event of any conflict between this Agreement and a Project Arrangement, the terms of this Agreement shall govern

5 Each Party shall nominate a Project Director for each Project Arrangement, who shall be responsible for the planning, conduct and reporting of mutually determined Project activities. Each Project Director shall plan the Project activities in accordance with their Government's individual priorities, laws and budget

6 Implementation of Projects under this Agreement by each Party shall be in accordance with the respective national laws and regulations of that Party and subject to the availability of funds

7 The overall management and co-ordination of the co-operative and collaborative program envisaged by this Agreement shall be effected by a Steering Committee which shall consist of one representative of each Party. The Steering Committee shall meet when necessary

8 The Steering Committee shall be responsible for

- (a) oversight, co-ordination and review of Projects set out in Project Arrangements of this Agreement,
- (b) the identification of additional Projects which might be performed pursuant to this Agreement and their presentation to national authorities;
- (c) the designation of a lead Party for co-ordination of Project efforts, where appropriate,
- (d) ensuring close liaison amongst all organizations participating in the implementation of this Agreement; and
- (e) the resolution of any problems which may arise.

Article 4

Cost of participation

- 1 Unless otherwise specified herein or in a Project Arrangement, each Party shall bear the cost of its own participation in the Program
- 2 The Program shall be conducted on a reciprocal basis so that, overall, it shall be mutually beneficial

Article 5

Contracting arrangements

- 1 When required for Project efforts, execution of contracts by a Party shall be done in accordance with its national procurement laws and regulations
- 2 The Parties shall include in any contracts implementing the Projects established by this Agreement appropriate clauses to ensure compliance with the provisions of this Agreement

Article 6

Claims

Claims arising out of activities under this Agreement shall be dealt with as follows

- (a) the Parties waive all their claims, other than contractual claims, against each other, and against the military members and civilian employees of each other's Department of Defence, for damage, loss or destruction of property owned or used by its respective Department of Defence, if such damage, loss or destruction
 - (i) was caused by a military member or a civilian employee in the performance of official duties, or
 - (ii) arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its Department of Defence, provided that the vehicle, vessel or aircraft causing the damage, loss or destruction was being used for official purposes, or that the damage, loss or destruction was caused to property being so used
- (b) the Parties waive all their claims against each other and against the military members and civilian employees of each other's Department of Defence for

injury or death suffered by any military member or civilian employee of their Department of Defence while such member or employee was engaged in the performance of official duties

- (c) nothing herein shall be construed as waiving the claims, or suits, of individual military members or civilian employees of the respective Departments of Defence, other civilian employees, or third parties that might exist under applicable laws
- (d) claims, other than contractual claims, not covered by sub-paragraphs (a) and (b) shall be dealt with by each Party in accordance with its national law and with any applicable agreements or arrangements between the Parties. Subject to any applicable agreements or arrangements between the Parties each Party shall pay just and reasonable compensation in settlement of meritorious claims for damage, loss, destruction, personal injury or death caused by acts or omissions of the military members or civilian employees of its Department of Defence or caused by acts or omissions of others of its civilian employees, when acting in the performance of official duties

Article 7

Visits and access

1 Where it is necessary for the objectives of this Agreement, each Party, upon reasonable notice, shall permit visits to its Government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Party or by employees of the other Party's Contractors, provided that the visit is authorized by both Parties and the employees have appropriate security clearances and the need-to-know

2 All visiting personnel shall be required to comply with security regulations of the host Party. Any information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel and shall be subject to the provisions set out in Articles 8 and 9 of this Agreement.

3 Requests for visits by personnel of one Party to a facility of the other Party shall be coordinated through official channels and shall conform with the established visit procedures of the host country. Requests for visits shall bear the name of the Project.

4 Lists of personnel of each Party required to visit, on a continuing basis, facilities of the other Party shall be submitted through official channels in accordance with *Recurring International Visits Procedures*

Article 8

Exchange and use of information

- 1 The Parties recognize that successful collaboration on the Program shall necessitate an exchange of background information pursuant to the Projects described in the Project Arrangements. Within the constraints of national disclosure policies and regulations and subject to the rights of third parties, each Party shall use its best efforts to exchange, on a mutual basis without charge such background information as it has the right to provide as the other Party needs in order to facilitate the execution of the Projects.
- 2 No change of rights in background information shall be implied from the implementation of this Agreement.
- 3 Unless the prior written consent of the originating Party is first obtained, background information exchanged or provided pursuant to a Project Arrangement may be used by the receiving Party only for research, development, evaluation and testing purposes in the conduct of this Program. If the providing Party does not hold sufficient rights to the information to transfer it for the foregoing purposes, a restrictive legend shall be placed on the information.
- 4 Each Party shall have equal right of access to and use of all foreground information and shall have the right to use all foreground information for its defence purposes.
5. Without diminishing the rights of the Parties under Article 8.4, rights in foreground information shall be determined on its creation in accordance with the relevant laws of each Party. The Parties shall take all necessary steps to ensure that each Party subsequently shall have equal right of access to and use of all foreground information and shall have the right to use all foreground information for its defence purposes.
- 6 Use of the foreground information for other purposes including any sales or any other commercial exploitation shall be subject to mutually acceptable arrangements to be negotiated between the Parties.

Article 9

Security, release and transmission of information

General conditions

1 All releases by either Party are subject to and must conform with all applicable national laws, regulations, policies and guidelines. The Parties understand that all information, classified and unclassified, exchanged or generated pursuant to a Project Arrangement shall be subject to the following conditions, and that notification of these conditions shall be permanently affixed to all recorded exchanged information in a conspicuous place or manner

- (a) all classified information shall be protected under the terms and provisions of the "General Security of Information Agreement" and the "Industrial Security Agreement" or any successor agreements or arrangements
- (b) unclassified information provided by either Party to the other in confidence, and all foreground information requiring confidentiality, shall be safeguarded in a manner that ensures its proper protection from unauthorized disclosure
- (c) each Party shall take all lawful steps available to it to keep information exchanged in confidence or information generated pursuant to a Project Arrangement requiring confidentiality free from disclosure under any legislative provisions, unless the other Party consents in writing to such disclosure
- (d) to assist in providing the desired protection, each Party shall mark recorded information provided to the other in confidence with a legend indicating the country of origin, the security classification, the conditions of release, and, if unclassified, the fact that the information relates to a Project Arrangement and that it is provided in confidence
- (e) information subject to privately held rights shall not be used or disclosed in any manner that might prejudice those rights, including the right to obtain patent or other similar protection therefor
- (f) unless otherwise mutually determined in writing by the Parties, foreground information shall be used for defence purposes only
- (g) information that is subject to limited rights of use or disclosure shall be so marked at the time it is supplied and such markings shall be affixed to any such information should it be jointly decided that the

information may subsequently be supplied to other agencies or contractors. Upon any such transfer, the transferring Party shall obtain the written commitment of the recipient not to use or disclose such information except within the stated limitations.

- (h) information that is subject to limited rights of use or disclosure shall not be used or disclosed contrary to those limited rights and shall not be released to any third party without the prior written consent of the originating Party.
- (i) background information exchanged between the Parties shall be used for research, development, evaluation and testing purposes in the conduct of this Program only. Background information may not be copied, disclosed or used for any other purpose without the express written consent of the originating Party.
- (j) any protective markings of foreground information shall be jointly determined by the Project Directors of the Parties listed in the relevant Project Arrangement. If a question arises concerning the security classification of any foreground information, that information shall be tentatively classified SECRET and referred by the Project Director for resolution to the appropriate security authorities of both Parties.

2. No facility shall be employed in the Program or otherwise utilized in the Program by one Party in which use is made of information furnished by the other Party if financial, administrative, policy or management control of such facility is directed by citizens of any country other than Australia or the United States, unless the prior written approval of the Party providing the information is obtained.

Transmission of information

3. Unless otherwise mutually determined by the Parties, the transmission of United States' documents and correspondence pertaining to this Agreement shall be in accordance with the following procedures:

- (a) classified documents shall be released only by the United States' Project Director listed in the relevant Project Arrangement through Government-to-Government channels. Such documents shall be forwarded by the United States' Project Director to the Australian Project Director listed in the relevant Project Arrangement, via the Australian Defence Staff, Australian Embassy, Washington DC.
- (b) classified correspondence shall be forwarded through the United States' Project Director listed in the relevant Project Arrangement. The United

States' Project Director shall transmit such correspondence to the Australian Project Director listed in the relevant Project Arrangement via the Australian Defence Staff, Australian Embassy, Washington DC through Government-to-Government channels

- (c) unclassified documents and correspondence may be forwarded by United States' participants listed in the relevant Project Arrangement directly to Australian participants listed in the relevant Project Arrangement with a copy forwarded to the United States' Project Director

4 Unless otherwise mutually determined by the Parties the transmission of Australian documents and correspondence pertaining to this Agreement shall be in accordance with the following procedures

- (a) classified documents shall be released only by the Australian Project Director listed in the relevant Project Arrangement and transmitted to the United States' Project Director listed in the relevant Project Arrangement via personnel of the Australian Defence Staff, Australian Embassy, Washington DC, who are formally accredited to the United States for the official conduct of such business on a Government-to-Government basis
- (b) classified correspondence shall be forwarded via the Australian Project Director listed in the relevant Project Arrangement and transmitted to the United States' Project Director listed in the relevant Project Arrangement, via personnel of the Australian Defence Staff, Australian Embassy, Washington DC, who are formally accredited to the United States for the official conduct of such business on a Government-to-Government basis
- (c) unclassified correspondence and documentation may be forwarded by Australian participants listed in the relevant Project Arrangement to this Agreement directly to the United States DOD participants listed in the relevant Project Arrangement with a copy forwarded to the Australian Project Director

Release of privately owned information for information only

5 Information which is known, or believed, to be privately owned or subject to privately held rights may be released "for information only" if any of the following conditions is met.

- (a) the owner or the holder of the rights expressly consents to the proper release

- (b) the originating Party, by contract or otherwise, has acquired or is entitled to acquire the information under the circumstances which permit the proposed release
- (c) the laws, regulations and policies of the originating Party permit release of the information without consent of the owner or the holder of the privately held rights

6 When information is released "for information only" under paragraph 5, it shall be subject to the receiving Party accepting the conditions of paragraphs 1 to 4 and the following additional conditions, notification of which shall be permanently affixed to all recorded information in a conspicuous place or manner

- (a) the information is accepted upon the understanding that it is, or might be, privately owned or developed or subject to privately held rights
- (b) the information is accepted solely for the purpose of information and shall be treated as being disclosed in confidence. The receiving Party shall ensure that the information is not dealt with in any manner which may prejudice privately held rights to it, including the right to obtain patent or other statutory protection
- (c) if the information is released to any third party, such third party shall be bound by a legally binding agreement to receive the information on the same conditions as the receiving Party. The receiving Party shall obtain the prior consent of the originating Party to the release of such information to any third party
- (d) the receiving Party shall obtain the consent of the originating Party if it desires to use the information for purposes other than information including for defence purposes.

Release of privately owned information for defence purposes

7 One Party may request of the other Party that information, which has been released to it "for information only" under paragraph 5, be released for defence purposes. The Party receiving the request shall determine whether the information is privately owned or subject to privately held rights and advise the requesting Party. When the information is found not to be privately owned or subject to privately held rights, the requesting Party may use the information for defence purposes and paragraph 6 shall not apply to the information but the conditions set out in paragraphs 1 to 4 shall apply to the information. When the information is found to be privately owned or subject to privately held rights, the Party

receiving the request shall seek the consent of the owner or the holder of the privately held rights to the release

8 If the information requested is privately owned or subject to any privately held rights and the Party receiving the request is unable to obtain permission for release of the information for defence purposes, the Party receiving the request shall permit the requesting Party, or its contractor, to negotiate directly with the owner or the holder of the privately held rights and shall, where possible, assist in such negotiations

9 Where any information is released pursuant to direct negotiations in accordance with paragraph 8, such release shall be subject to the conditions set out in paragraphs 1 to 4

Article 10

Loan of materials, supplies and equipment

1 For the purpose of implementing a Project Arrangement, each Party may loan without charge to the other Party, materials, supplies and equipment identified in a Project Arrangement. While such loans shall be based on the principle of reciprocity, exact item-for-item exchanges are not required

2 Project Arrangements shall list the materials, supplies and equipment to be loaned, if any, and shall provide detailed terms and conditions for the loan

3 The Parties shall use their best efforts to ensure the materials, supplies and equipment are furnished in a serviceable and usable condition according to their intended purpose. Notwithstanding such endeavours, the Parties make no warranty or guarantee of fitness of the equipment for a particular purpose or use, and make no commitment to alter, improve or adapt the material, supplies and equipment or any part thereof.

4 Equipment provided under a Project Arrangement by either Party shall remain the property of the originating Party

5 Materials, supplies and equipment loaned shall be used by the receiving Party only for the purposes set out in the applicable Project Arrangement. The receiving Party shall maintain the loaned materials, supplies and equipment in good order, repair and operable condition and return the items in operable condition and in as good condition as received, normal wear and tear excepted, unless the originating Party has agreed that the loaned materials, supplies or equipment may be expended or otherwise consumed in connection with the Project without reimbursement to the originating Party

6 Materials, supplies and equipment loaned under a Project Arrangement shall remain the property of the originating Party and shall be returned pursuant to the terms of the Project Arrangement. Where mutually recognized in a Project Arrangement that the success of a Project may require the expenditure or consumption of loaned materials, supplies or equipment the terms of the Project Arrangement shall state that the materials, supplies or equipment are to be expended or consumed and not returned to the originating Party.

7 Neither Party shall assert a claim on the for injury, loss or damage to themselves, their property or third parties resulting from the use of the materials, supplies or equipment loaned by the other Party.

8 Any classified materials, supplies or equipment loaned under the terms of this Agreement shall be protected under the terms and provisions of the "General Security of Information Agreement" and the "Industrial Security Agreement", or any successor agreements or arrangements.

Article 11

Transfer of technology

Subject to the provisions of relevant laws, regulations and policies and case by case review and determination, the Parties shall use their best efforts to facilitate the issuance of any necessary Export Licenses for the provision of information, materials, supplies, equipment and technology requested by the other Party to support the Projects under this Agreement.

Article 12

Third party sales and transfers

1 Neither Party shall sell, disclose, or transfer title to, or transfer possession of, or permit the sale, disclosure, transfer of title to, or transfer of possession of, any information, materials, supplies, equipment or technology which it has received or which is generated pursuant to this Agreement or its Project Arrangements to anyone not an officer or employee or agent of the Parties or participating contractor within the territories of the Parties without the prior written consent of the other Party.

2 For the purposes of this Article, a participating contractor may be any contractor owned or controlled by the Parties or any contractor where approval has been provided pursuant to Article 9.2.

Article 13

Customs duties and taxes

1 Insofar as laws and regulations permit, and in any event to the extent required by applicable international agreements, each Party shall use its best efforts to ensure that readily identifiable taxes, customs duties and similar charges are not imposed in connection with the Program.

2 The Parties shall administer all taxes, duties and other charges in the manner most favourable to the satisfactory execution of the arrangements described in this Agreement

Article 14

Extension to multilateral participation

By mutual consent of the Parties, bilateral co-operative and collaborative projects established under a Project Arrangement may be expanded to allow other friendly Governments to participate Unless the Parties otherwise mutually determine, the terms of such participation shall be the same as for the Parties

Article 15

Disputes

Any disputes arising from the interpretation or implementation of this Agreement shall be resolved amicably and expeditiously by consultation or negotiation between the Parties and shall not be referred to any third party or tribunal for resolution

Article 16

Duration

This Agreement shall enter into force upon signature and shall remain in force for a period of twenty-five years This period may be extended by the written agreement of the Parties

Article 17
Amendment and termination

1. This Agreement may be amended at any time by the written agreement of the Parties
2. This Agreement may be terminated at any time by the written agreement of the Parties. Alternatively, it may be terminated by either Party giving the other written notice of its intention to terminate it, in which case it shall terminate 90 days after the date of such notice
3. In the event of termination or expiration, Articles 8, 9 and 12 shall remain in force as if the Agreement had not been terminated or had not expired

Article 18
Succession

1. This Agreement supersedes the United States - Australia Co-operative Research and Development Memorandum of Understanding, concluded on 23 July 1968 ("the Memorandum")¹
2. Notwithstanding paragraph 1, arrangements made pursuant to the Memorandum, which are extant at the time when this Agreement enters into force, shall hereby remain subject to the terms of the Memorandum for their full duration, unless otherwise mutually determined in writing by the Parties

IN WITNESS WHEREOF the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement

DONE in duplicate at Washington DC, this 21st day of October, 1994

John Deutch
FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA.

Tony Ayers
FOR THE GOVERNMENT OF
AUSTRALIA

¹ No record of this document in Office of Treaty Affairs' files

APPENDIX I
MODEL FOR PROJECT ARRANGEMENTS

AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE
GOVERNMENT OF AUSTRALIA CONCERNING
CO-OPERATIVE AND COLLABORATIVE RESEARCH.
DEVELOPMENT AND ENGINEERING

PROJECT ARRANGEMENT, SERIAL NO X.

ON

[state title of technical subject]

This Project Arrangement is made subject to the terms and conditions of the Agreement between the Government of Australia and the Government of the United States of America concerning Co-operative and Collaborative Research, Development and Engineering, dated October, 1994 (the Agreement). As the responsible agencies of the two Governments for the Agreement, the Australian Department of Defence and the United States' Department of Defense (hereinafter referred to as the Participants) have determined as follows

SECTION 1 RATIONALE

[In a short abstract of about 100 words or less, describe the strategic significance and military relevance of the topic of mutual interest]

SECTION 2 OBJECTIVE

[Describe, in general terms, the broad objective/purpose of the co-operative or collaborate effort]

SECTION 3 TECHNICAL SCOPE

[Define the technical details of one or more of

- the specific fields of mutual interest to be covered for the purpose of exchanging information, and/or*

- *the scope of the co-operative research project*

Where possible, the statement is to clearly identify the division of responsibility between the Parties]

SECTION 4 SCHEDULE

This Project Arrangement will enter into effect on signature by both Participants. It is anticipated that this co-operative or collaborative effort will remain in effect for _____ years unless earlier terminated. This Project Arrangement may be extended by written mutual determination.

SECTION 5 FUNDING

[Unless otherwise stated herein, the provisions of the Agreement will apply.]

Each Participant will bear the costs of its own effort in carrying out this co-operative effort. There are anticipated to be no jointly incurred costs and no exchanges of funds between the Participants.

SECTION 6 SPECIAL ARRANGEMENTS

[OPTIONAL SECTION - to be used only when there is SPECIFIC need to record any special arrangements which may be required by a particular work project, such as project management, staffing and any project-peculiar intellectual property provisions]

SECTION 7 LOAN OF MATERIALS, SUPPLIES OR EQUIPMENT

[OPTIONAL SECTION - to be used only where materials, supplies or equipment are to be loaned for the purpose of conducting a Project. This section will list the materials, supplies or equipment to be loaned and will record the terms and conditions mutually determined to apply to the loan.]

SECTION 8 PROJECT DIRECTORS

- (a) The United States' Project Director for this Project Arrangement is

- (b) The Australian Project Director for this Project Arrangement is:

SECTION 9 TERMINATION

This Project Arrangement may be terminated at any time by written mutual determination of the Participants. Alternatively it may be terminated by either Participant giving the other written notice of its intention to terminate it, in which case it will terminate 90 days after the giving of such notice.

If the Agreement is terminated prior to the expiration or termination of this Project Arrangement, the provisions of the Agreement will continue to apply in respect to the Project Arrangement until such time as this Project Arrangement expires or is terminated.

FOR THE UNITED STATES
DEPARTMENT OF DEFENSE

[Name]
{Title of position held}
{Date}

FOR THE AUSTRALIAN
DEPARTMENT OF DEFENCE

[Name]
{Title of position held}
{Date}