

DEFENSE

Information Exchange

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND

Signed at Washington November 18, 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 "

**UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND**

Defense: Information Exchange

*Memorandum of understanding signed at Washington
November 18, 1994;
Entered into force November 18, 1994*

MEMORANDUM OF UNDERSTANDING BETWEEN THE
SECRETARY OF STATE FOR DEFENCE OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE SECRETARY OF DEFENSE ON BEHALF OF THE
DEPARTMENT OF DEFENSE OF THE UNITED STATES OF
AMERICA CONCERNING EXCHANGE OF RESEARCH AND
DEVELOPMENT INFORMATION

(Short Title U K -U S Master Information Exchange MOU (MIEM))

INTRODUCTION

The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America, hereinafter referred to as the "Participants"

Recognizing the Agreement Concerning Defense Cooperation Arrangements of 27 May 1993 between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland¹ will apply to this MOU,

Having a common interest in defense,

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

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

Having independently conducted research and development of the applications of various technologies, recognize the benefits of cooperation in the mutual exchange of research and development information, and,

Recognizing the need to supersede the Master Information Exchange Arrangement (MIEA) between the United States of America and the United Kingdom of Great Britain and Northern Ireland for Defense Purposes of 6 September 1988² once the existing Information Exchange Annexes to the MIEA are terminated or expire,

¹ TIAS 12237

² TIAS 11640

Have reached the following understandings

SECTION I DEFINITION OF TERMS AND ABBREVIATIONS

Annex Authorities	Government organizations identified in Section III (Management) that are authorized to act on behalf of the Participants in matters pertinent to an Information Exchange Annex.
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
Controlled Unclassified Information	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Such Information provided under this MOU 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 MOU.
Establishments	Government organizations listed in an IEA that have an interest in, or provide R&D Information to be exchanged.
Information	Any knowledge which can be communicated by any means, regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature whether or not subject to copyright, patent, or other legal protection. Information includes technology base computer software and computer software documentation.
Information Exchange Annex (IEA)	An Annex established under the provisions of this MOU to exchange research and development (R&D) Information of mutual interest concerning specified technical categories or categories of weapons.

Liaison Officers (LOs)	Representatives of the Participants, normally personnel accredited to embassies or missions, who may assist Technical Project Officers (TPOs) and Establishments in IEA-related efforts. This does not include representatives of one Participant who are assigned on a temporary basis to work in organizations of the other Participant except where such representatives have been assigned for the purposes of a specific IEA.
Production Information	Design drawings, specifications, models, manufacturing techniques, and related information (excluding R&D Information) necessary to manufacture military materiel and munitions. Production Information includes all technical and manufacturing data packages that can be used directly in the manufacture of end items, components, or modifications, or that are directly applicable to the performance of a manufacturing process.
Technical Project Officers (TPOs)	Representatives of government organizations who are specifically authorized to exchange R&D Information under an IEA.
Third Party	Any person or other entity whose government is not a Participant to this MOU.

Section II

OBJECTIVE AND SCOPE

1. The objective of this MOU is to conduct reciprocal, balanced exchanges of R&D Information of mutual interest to the Participants.
2. The Participants may exchange R&D Information under this MOU upon conclusion of individual IEAs. Each IEA will specify the scope of R&D Information which may be exchanged. Exchanges of R&D Information under each IEA will be on a reciprocal, balanced basis such that the Information exchanged between the Participants will be of approximately equivalent value, quantitatively and qualitatively, within each IEA to this MOU.
3. Such IEAs, upon conclusion, will form an integral part of this MOU. Each IEA will generally conform to the format outline provided in Appendix 1. Each IEA will:
 - a. Specify the scope of exchange.
 - b. Identify the national TPOs and Establishments.

- c When necessary, specify any applicable special disclosure and use provisions
 - d Identify the highest level of classification of Information which may be exchanged under the IEA.
 - e Establish a termination date for the IEA of not more than five years after the IEA comes into effect.
- 4 Either Participant may propose potential IEAs to be conducted under the provisions of this MOU. The proposing Participant will provide a written synopsis describing the proposed IEA to the other Participant, and solicit its participation in concluding an IEA. If the other Participant wishes to participate in the proposed IEA, it will provide written notification of its intent to enter into negotiations on the prospective IEA to the proposing Participant within 45 days. The proposing Participant will then forward a draft IEA within 90 days that conforms with paragraph 3 above, to the other Participant, and initiate negotiations on the proposed IEA.
- 5 The scope of this MOU permits the exchange of technology base computer software subject to restrictions established in individual IEAs, but does not permit the exchange of weapon system computer software, weapon system-related computer software, or weapon system computer software documentation.
- 6 Production Information will not be exchanged under this MOU.
- 7 No defense equipment or services may be exchanged or provided under this MOU.
8. The activities of the Participants under this MOU will be carried out consistent with their national laws and the responsibilities of the Participants will be subject to the availability of appropriated funds for such purposes.
- 9 In the event of a conflict between the provisions of this MOU and any Appendix or IEA to this MOU, the MOU will take precedence.

Section III MANAGEMENT

1. The Participants hereby establish the following national Authorities for this MOU (or their equivalents in the event of reorganization):

United Kingdom Deputy Chief Scientific Adviser

United States Principal Deputy Assistant Secretary of Defense (Dual Use Technology Policy and International Programs)

2. The national Authorities will be responsible for
 - a. Reviewing and forwarding to the Participants for approval recommended Amendments to this MOU in accordance with Section XII (Amendment, Termination, Entry Into Effect, and Duration)
 - b. Amending Appendix I ("Model" Annex) to this MOU in accordance with Section XII (Amendment, Termination, Entry Into Effect, and Duration)
 - c. Resolving issues brought forth by the national Annex Authorities
3. The Participants hereby establish the following national Annex Authorities to coordinate their respective IEA efforts under this MOU (or their equivalents in the event of reorganization)

United Kingdom Assistant Chief Scientific Adviser (Research)

United States The Assistant Secretary of the Army (Research, Development and Acquisition) (for Army Matters)

The Assistant Secretary of the Navy (Research, Development and Acquisition) through Navy International Programs Office (for Navy Matters)

The Deputy Under Secretary of the Air Force (International Affairs)(for Air Force Matters)

Director, Ballistic Missile Defense Organization

4. The national Annex Authorities will be responsible for
 - a. Exercising executive-level oversight of IEA efforts
 - b. Resolving issues brought forth by the TPOs
 - c. Concluding new IEAs on behalf of the Participants
 - d. Approving the amendment and termination of IEAs in accordance with Section XII (Amendment, Termination, Entry Into Effect, and Duration)
 - e. Coordinating requests for Third Party transfers on behalf of the Participants in accordance with Section X (Third Party Transfers)

- 5 Each IEA will identify a single national TPO for each Participant who will have the following responsibilities, unless otherwise detailed in the IEA
- a. Exercising day-to-day management of IEA efforts
 - b. Resolving IEA issues and problems brought forth by Establishments
 - c. Referring issues to the national Annex Authorities that cannot be mutually resolved by the TPOs
 - d. Recommending the development of new IEAs to the national Annex Authorities
 - e. Recommending the amendment or termination of IEAs to the national Annex Authorities.
 - f. Amending the list of Establishments in IEAs
 - g. Establishing and maintaining annual Information exchange objectives for each IEA, as appropriate.
 - h. Maintaining oversight of the security aspects of the IEA in accordance with Section VIII (Controlled Unclassified Information) and Section IX (Security)
 - i. Acting as the national focal point for exchange of Information under the IEA, and maintaining lists of Information exchanged
 - j. Any other unique responsibilities required for management of the IEA.
- 6 Each IEA will identify Establishments that may, subject to TPO authorization and the provisions of Section IV (Channels of Communication and Visits), exchange Information and sponsor visits under the IEA

Section IV

CHANNELS OF COMMUNICATION AND VISITS

1. Only those TPOs specified in individual IEAs to this MOU are authorized to exchange Information related to that IEA on behalf of the national Annex Authorities. Information exchanged between the Participants will be forwarded by national TPOs to their counterparts via government channels for appropriate dissemination. Liaison Officers may also assist TPOs in the transmission of Information, as appropriate, in accordance with Section IX (Security)
2. Each Participant will permit IEA visits to its TPOs and Establishments by personnel of the other Participant, provided that the visit is authorized by both

Participants and visiting personnel have appropriate security clearances and a need-to-know

3 All visiting personnel will be required to comply with 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 MOU.

4 Requests for IEA visits by personnel of one Participant to TPOs or Establishments 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 bear the name of the IEA.

5 Lists of personnel of each Participant required to visit on a continuing basis, IEA TPOs or Establishments of the other Participants will be submitted through official channels in accordance with recurring international visit procedures.

Section V

FINANCIAL ARRANGEMENTS

Each Participant will bear the full costs it incurs in making, managing and administering any Information exchanges under this MOU. A Participant will promptly notify the other Participant if available funds are not adequate to fulfill its responsibilities under this MOU. If a Participant notifies the other Participant that it is terminating or reducing its funding for any Information exchange under this MOU, the Participants will immediately consult with a view toward continuation on a changed or reduced basis.

Section VI

CONTRACTUAL ARRANGEMENTS

This MOU provides no authority for placing contracts in connection with any Information exchanges under this MOU.

Section VII

DISCLOSURE AND USE OF INFORMATION

1. The scope of Information exchanged pursuant to an IEA will be specifically described therein. Only R&D Information will be exchanged under this MOU. Production Information will not be exchanged under this MOU.

- 2 Except as provided in paragraph 5., a Participant (including its contractor support personnel) may use the Information exchanged under this MOU solely for information and evaluation purposes
- 3 Information will not be used by the receiving Participant for any purpose other than the purpose for which it was furnished without the specific prior written consent of the furnishing Participant. The receiving Participant will not disclose Information exchanged under this MOU to contractors or any other persons, other than its contractor support personnel, without the specific prior written consent of the furnishing Participant
- 4 The receiving Participant will ensure that contractor support personnel, contractors, or any other persons to whom it discloses Information received under this MOU, are placed under a legally binding obligation to comply with the provisions of this MOU and the relevant IEA concerning the use, control, and protection of the Information
- 5 The Participants may determine in a specific IEA that Information exchanged under that IEA may be used for defense purposes other than information and evaluation. The IEA will contain specific provisions for such use
6. No transfer of ownership of Information will take place under this MOU. Information will remain the property of the originating Participant or its contractors.
7. Information will be exchanged only where it may be done without incurring liability to holders of proprietary rights and where disclosure is consistent with national disclosure policies and regulations of the furnishing Participant
8. All Information subject to proprietary interests will be identified, marked, and handled in accordance with Section VIII (Controlled Unclassified Information) or Section IX (Security).
9. Information that is exchanged under this MOU will only be disclosed to Third Parties by the receiving Participant in accordance with Section X (Third Party Transfers)

Section VIII

CONTROLLED UNCLASSIFIED INFORMATION

1. Except as otherwise provided in this MOU or authorized in writing by the originating Participant, Controlled Unclassified Information received under this MOU will be controlled as follows:

- a Such Information will be used only for the purposes authorized for use of Information as specified in Section VII (Disclosure and Use of Information).
 - b Access to such Information will be limited to personnel whose access is necessary for the permitted use under subparagraph a above, and will be subject to the provisions of Section X (Third Party Transfers)
 - c 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 b above, unless the originating Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Information may have to be further disclosed under any legislative provision immediate notification will be given to the originating Participant
- 2 To assist in providing the appropriate controls, the originating Participant will ensure that Information is appropriately marked to indicate its "in confidence" nature.
 3. Controlled Unclassified Information received under this MOU will be handled in a manner that ensures control as provided for in paragraph 1 above

Section IX SECURITY

- 1 All Classified Information or material received under this MOU will be stored, handled, transmitted, and safeguarded in accordance with the General Security Agreement between the United Kingdom and the United States of America of 14 April 1961, as amended on 19 December 1983, and including the Industrial Security Annex thereto of 18 April 1984.¹
- 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 MOU
3. Each Participant will take all lawful steps available to it to ensure that Information received under this MOU is protected from further disclosure, except

¹ Not printed

as permitted by paragraph 6 below, unless the other Participant consents to such disclosure. Accordingly, each Participant will ensure that

- a. 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 X (Third Party Transfers)
- b. The recipient will not use the Classified Information for other than the purposes provided for in this MOU
- c. The recipient will comply with any distribution and access restrictions on Information that is provided under this MOU

4. The Participants will investigate all cases in which it is known or where there are grounds for suspecting that Classified Information or material received under this MOU has been lost or disclosed to unauthorized persons. Each Participant will also 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.

5. For any facility wherein Classified Information or material is to be used, the responsible Participant will approve the appointment of a person or persons of sufficient rank to exercise effectively the responsibilities for safeguarding at such facility the Information or material pertaining to this MOU. These officials will be responsible for limiting access to Classified Information or material involved in this MOU to those persons who have been properly approved for access and have a need-to-know.

6. Each Participant will ensure that access to the Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the Information.

7. Information exchanged in accordance with the IEAs of this MOU may be classified up to and including SECRET. The existence of this MOU is UNCLASSIFIED and the contents are UNCLASSIFIED.

Section X

THIRD PARTY TRANSFERS

A Participant will not sell, transfer title to, transfer possession of, or otherwise disclose Information to any Third Party without the prior written consent of the Participant which provided such Information. The providing Participant

will be solely responsible for authorizing any transfers and, as applicable, specifying the method and conditions for implementing any transfers.

Section XI
SETTLEMENT OF DISPUTES

Any disputes between the Participants arising under or relating to this MOU will be resolved only by consultation between the Participants and will not be referred to an individual, to any national or international tribunal, or to any other forum for settlement.

Section XII
AMENDMENT, TERMINATION, ENTRY INTO EFFECT, AND
DURATION

1 a. Except as otherwise provided, this MOU may be amended upon the written consent of the Participants.

b. Appendix 1 of this MOU may be amended upon the written consent of the national Authorities identified in Section III (Management).

c. The IEAs may be amended upon the written consent of the national Annex Authorities, except that IEA TPOs may mutually amend the list of Establishments in their IEA.

2. This MOU may be terminated at any time by the written consent of both Participants. The IEAs may be terminated at any time by the written consent of both national Annex Authorities. In the event the Participants decide to terminate this MOU, or the national Annex Authorities decide to terminate any of the IEAs hereto, they will consult at the appropriate level prior to the date of its termination to ensure termination on the most equitable terms, subject to the provisions of this MOU.

3. In the event that a Participant finds it necessary to unilaterally terminate its participation in this MOU, or a Participant's national Annex Authority finds it necessary to unilaterally terminate its participation in any of the IEAs hereto, such termination will be subject to the provisions of this MOU. The terminating Participant will continue participation until the effective date of termination.

a. A Participant may terminate its participation in this MOU upon 120 days written notification to the other Participant.

b A Participant's national Annex Authority may terminate its participation in an IEA upon 60 days written notification to the other Participant's national Annex Authority

4 The respective rights and responsibilities of the Participants regarding Section VII (Disclosure and Use of Information), Section VIII (Controlled Unclassified Information), Section IX (Security), and Section X (Third Party Transfers) will continue notwithstanding termination or expiration of this MOU or its IEAs

5 This MOU, which consists of the Introduction, twelve Sections and one Appendix, will enter into effect upon signature by the Participants and will remain in effect for fifteen years. The Participants will consult no later than six years prior to the expiration of this MOU and decide whether or not to extend its duration. It may then be extended by written consent of the Participants.

The foregoing represents the understandings reached between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense on behalf of the Department of Defense of the United States of America upon the matters referred to therein.

Signed, in duplicate, in English, by authorized representatives.

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

FOR THE SECRETARY OF
DEFENSE ON BEHALF OF THE
DEPARTMENT OF DEFENSE
OF THE UNITED STATES
OF AMERICA

PETER D EWINS
Name

KENNETH S FLAMM
Name

DEPUTY CHIEF
OF SCIENTIFIC ADVISOR

PRINCIPAL DEPUTY
ASSISTANT SECRETARY OF
DEFENSE (DUTP&IP)

Title

Title

NOVEMBER 18, 1994
Date

NOVEMBER 18, 1994
Date

PENTAGON, WASHINGTON DC

PENTAGON, WASHINGTON
DC

Location

Location

APPENDIX I

*"MODEL" INFORMATION EXCHANGE ANNEX*U.K.-U.S. MASTER INFORMATION EXCHANGE
MEMORANDUM OF UNDERSTANDING

ANNEX CONCERNING

(Note: Provide Title)

UK-AA-BB-YY-XXXX

(Note: Assign a number where "AA" is a two letter U.K. identifier and "BB" is a two letter U.S. identifier; "YY" is the year of IEA signature; and "XXXX" is a Sequence Number assigned by the U.S.)

In accordance with the Master Information Exchange Memorandum of Understanding (MIEM) between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense on behalf of the Department of Defense of the United States of America effective _____, the following Information Exchange Annex (IEA) is hereby established

1 *DESCRIPTION:* (Note: Provide description of scope.)

a The scope of the IEA comprises the following R&D technology areas

(1) (Note: Provide more specific description of IEA scope by listing pertinent technical areas where Information is to be exchanged)

(2) (Note: Specifically identify any proposed exchange of Technology Base Computer Software within the scope tasks, if envisioned.)

b Information exchanges of defense R&D Information under this IEA will be on a reciprocal, balanced basis such that the Information exchanged between the Participants will be of approximately equivalent value, quantitatively and qualitatively, in accordance with Section II (Objective and Scope) of the MIEM

c. All R&D Information exchanges under this IEA will conform with the provisions of the MIEM, including the prohibitions against exchange of weapon system computer software, weapon system-related computer software, weapon system computer software documentation, exchange of Production Information, and exchange or provision of defense equipment or services contained in Section II (Objective and Scope) of the MIEM.

d Correspondence and requests for Information will be handled in accordance with Section IV (Channels of Communication and Visits) of the MIEM

e This IEA provides no authority for placing contracts in accordance with Section VI (Contractual Arrangements) of the MIEM

f. Information will not be used by the receiving Participant for any purpose other than the purposes for which it was furnished without the specific prior written consent of the originating Participant in accordance with Section VII (Disclosure and Use of Information) of the MIEM Unless specifically permitted under the provisions of paragraph 4 below. Information exchanged under this IEA is to be used by the receiving Participant's government employees and contractor support personnel solely for information and evaluation purposes

2. *NATIONAL TECHNICAL PROJECT OFFICERS, ESTABLISHMENTS AND LIAISON OFFICERS* (Note: Identify both IEA TPOs and all Establishments here. Unique TPO responsibilities in addition to those contained in the MIEM, if applicable, may also be outlined here.)

a. For the U K

- (1) Technical Project Officer
- (2) Establishments
 - (a) _____
- (3) Liaison Officer(s) (where appropriate)
 - (a) _____

b. For the U.S.

- (1) Technical Project Officer.
- (2) Establishments
 - (a) _____
- (3) Liaison Officer(s) (where appropriate)
 - (a) _____

3 *SECURITY AND INFORMATION CONTROL*

a Highest classification of Information to be exchanged under this IEA is _____

b All Information exchanges under this IEA will conform with the security and Information control provisions of the MIEM including Sections VII (Disclosure and Use of Information), VIII (Controlled Unclassified Information), IX (Security), and X (Third Party Transfers)

c Annual Information Exchange objectives may be specified, if appropriate These objectives will be established through exchange of correspondence

by the TPOs and will be revised annually by the TPOs to reflect current technology considerations. (Note: The national Annex Authorities have the option to require the mutual establishment of Annual Information Exchange Objectives.)

4 SPECIAL DISCLOSURE AND USE OF INFORMATION PROVISIONS

(NOTE: Most IEAs will not require the addition of any special provisions in this area. However, if the Participants desire to establish unique disclosure and use provisions in accordance with Section VII (Disclosure and Use of Information) of the MIEM, including authorization for release to specific contractors or use beyond information and evaluation purposes, such text should be inserted here.)

5 FINANCIAL RESPONSIBILITIES

Each Participant will bear the full costs it incurs in making, managing and administering any Information exchanges under this IEA in accordance with Section V (Financial Arrangements) of the MIEM.

6 TERMINATION AND DURATION OF THIS IEA

a This IEA may be terminated at any time by the written consent of both national Annex Authorities, who will consult at the appropriate level prior to the date of termination to ensure termination on the most equitable terms. In the event a Participant's national Annex Authority finds it necessary to unilaterally terminate its participation in this IEA, it may terminate upon 60 days written notification to the other Participant's national Annex Authority. Termination of this IEA will be subject to the provisions of Section XII (Amendment, Termination, Entry into Effect, and Duration) of the MIEM.

b This IEA will remain in effect for a period of ____ years (Note: Period not to exceed five years) from the date of the last signature unless amended or extended by mutual written consent. Before the expiration of this IEA, the Participants will review the IEA and may, by mutual written consent, extend the IEA for additional periods of up to five years.

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

FOR THE SECRETARY OF
DEFENSE ON BEHALF OF THE
DEPARTMENT OF DEFENSE
OF THE UNITED STATES
OF AMERICA

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

(Note: Insert the names, titles, etc. of the Participants' national Annex
Authorities, as appropriate)