

ARTICLE VII

DISCLOSURE AND USE OF R&D INFORMATION

7.1. R&D Information exchanged pursuant to a IEA shall be specifically described therein. Only R&D Information shall be exchanged under this Agreement. Production Information shall not be exchanged under this Agreement.

7.2. Except as provided in paragraph 7.5, a Party (including its Contractor Support personnel) may use the R&D Information exchanged under this Agreement solely for information and evaluation purposes.

7.3. R&D Information shall not be used by the receiving Party for any purpose other than the purpose for which it was furnished without the specific prior written consent of the furnishing Party. The receiving Party shall not disclose R&D Information exchanged under this Agreement to contractors or any other persons, other than its Contractor Support Personnel, without the specific prior written consent of the furnishing Party.

7.4. The receiving Party shall ensure that Contractor Support Personnel, contractors, or any other persons to whom it discloses R&D Information received under this Agreement, are placed under a legally binding obligation to comply with the provisions of this Agreement and the relevant IEA concerning the use, control, and protection of such information.

7.5. The Parties may determine in a specific IEA that R&D Information exchanged therein may be used for purposes other than for purposes of information and evaluation by their defense establishments. The IEA shall contain specific provisions for such use, which may not extend beyond the defense purposes specified therein.

7.6. No transfer of ownership of R&D Information shall take place under this Agreement. R&D Information shall remain the property of the originating Party or its contractors.

7.7. R&D Information shall be exchanged only when it may be done:

7.7.1 without incurring liability to holders of proprietary rights; and

7.7.2 where disclosure is consistent with national disclosure policies and regulations of the furnishing Party.

7.8. All R&D Information subject to proprietary interests shall be identified, marked, and handled in accordance with Article VIII (Controlled Unclassified Information) or Article IX (Security).

7.9. R&D Information that is exchanged under this Agreement shall be disclosed to Third Parties by the receiving Party only in accordance with Article X (Third Party Transfers).

ARTICLE VIII

CONTROLLED UNCLASSIFIED INFORMATION

8.1. Except as otherwise provided in this Agreement or authorized in writing by the originating Party, Controlled Unclassified Information received under this Agreement shall be controlled as follows:

- 8.1.1 such Information shall be used only for the purposes authorized for use of R&D Information as specified in Article VII (Disclosure and Use of R&D Information);
- 8.1.2 *access to such information shall be limited to personnel whose access is necessary for the permitted use under subparagraph 8.1.1, and shall be subject to the provisions of Article X (Third Party Transfers); and*
- 8.1.3 Each Party shall 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 8.1.2, unless the originating Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Controlled Unclassified Information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party.

8.2. To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked to indicate its "in confidence" nature.

ARTICLE IX

PROTECTION OF CLASSIFIED INFORMATION

9.1 No classified information will be exchanged under this Agreement until the Parties conclude a general security agreement and until the Parties amend this Agreement to add security provisions governing the storage, handling, transmittal and safeguarding of Classified Information.

9.2 The existence of this Agreement is UNCLASSIFIED and the contents are UNCLASSIFIED.

ARTICLE X

THIRD PARTY TRANSFERS

10.1 In accordance with Article VII (Disclosure and Use of R&D Information) a Party shall not sell, transfer title to, transfer possession of, or otherwise disclose R&D Information to any Third Party, without the prior written consent of the Party which provided such information. The providing Party shall be solely responsible for authorizing any Third Party sales or transfers and, as applicable, specifying the method and conditions for implementing any such sales or transfers.

ARTICLE XI

SETTLEMENT OF DISPUTES

11.1 Any disputes between the Parties arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to an individual, to any international forum, or to any other forum for settlement.

ARTICLE XII

VISITS TO ESTABLISHMENTS

12.1. Each Party shall permit visits to its Government establishments, agencies and laboratories, and Contractors 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 clearances and a need-to-know.

12.2. 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 of this Agreement.

12.3. 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 visits procedures of the host country. Requests for visits shall bear the name of the Project.

12.4. 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 XIII

AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

13.1. This Agreement may be amended upon the written agreement of the Parties.

13.1.1 Appendix 1 of this Agreement may be amended upon the written consent of the Authorities.

13.1.2 The IEAs may be amended upon the written consent of the Annex Authorities. Annex Authorities may change TPO assignments and TPOs may change the list of Establishments in their IEAs, through an exchange of correspondence.

13.2. This Agreement may be terminated at any time by the written consent of the Parties. The IEAs may be terminated at any time by the written consent of their respective Annex Authorities. In the event the Parties decide to terminate the Agreement, or the Annex Authorities decide to terminate any of the IEAs hereto, they shall consult at the appropriate level prior to the date of its termination to ensure termination on the most equitable terms.

13.3. In the event that either Party finds it necessary to unilaterally terminate its participation in this Agreement, or a Party's Annex Authority finds it necessary to unilaterally terminate any of the IEAs hereto, such termination shall be subject to the provisions of this Agreement. The terminating Party shall continue participation until the effective date of termination.

13.3.1 A Party may terminate its participation in this Agreement upon 60 days written notification to the other Party.

13.3.2 A Party's Annex Authority may terminate its participation in a IEA upon 120 days written notification to the other Party's Annex Authority.

13.4. The respective rights and responsibilities of the Parties regarding Article VII (Disclosure and Use of R&D Information), Article IX (Security), and Article X (Third Party Transfer) shall continue notwithstanding termination or expiration of this Agreement or its IEAs.

13.5. This Agreement, which consists of the Preamble, thirteen Articles, and one Appendix, shall enter into force upon signature by the Parties and shall remain in force for fifteen years. The Parties shall consult no later than six years prior to the expiration of this Agreement and decide whether or not to extend its duration. It may then be extended by written consent of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized have signed this Agreement.

Signed in duplicate, in both English language and Spanish language.

For the Department of Defense of the
UNITED STATES OF AMERICA

For the Ministry of Defense of the
REPUBLIC OF ARGENTINA



William S. Cohen

Secretary of Defense
United States of America
July 22, 1998
Washington D.C.



Lic. Jorge Dominguez

Minister of Defense
Argentine Republic
July 22, 1998
Washington D.C.

I certify that this is a true copy of the original 17 page document and 4-page Appendix 1 (total 21 numbered pages) signed in Washington, DC, on 22 July 1998.



Bruce C. Bade
Director
Pacific Armaments Cooperation

APPENDIX 1

"MODEL" INFORMATION EXCHANGE ANNEX
INFORMATION EXCHANGE ANNEX A/N/AF/D-YR-AR####

ARGENTINA-U.S.
MASTER INFORMATION EXCHANGE AGREEMENT

CONCERNING
(TITLE OF PROJECT)

In accordance with the Master Information Exchange Agreement (MIEA) between the Ministry of Defense of the Republic of Argentina and the Department of Defense of the United States of America, signed July 22, 1998, the following Information Exchange Annex (IEA) is hereby established.

1. DESCRIPTION: (Note: Provide a description of the scope.)

a. The scope of the IEA comprises an exchange of R&D Information in the following technology areas:

- (1) (Note: Provide a more specific description of the IEA's scope by listing pertinent technology areas where R&D Information is to be exchanged)
- (2) (Note: Specifically identify any proposed exchange of Technology Base computer software within the scope tasks, if envisioned.)

b. Exchanges of R&D Information under this IEA shall be on a reciprocal, balanced basis such that the R&D Information exchanged between the Parties shall be of approximately equivalent value, quantitatively and qualitatively, in accordance with Article II (Objective and Scope) of the MIEA.

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

d. Correspondence and requests for R&D Information shall be handled in accordance with Article IV (Channels of Communication and Visits) and Article IX (Security) of the MIEA.

e. The IEA provides no authority for placing contracts in accordance with Article VI (Contractual Arrangements) of the MIEA.

f. R&D Information shall not be used by the receiving Party for any purpose other than the purpose for which it was furnished without the specific prior written consent of the originating Party in accordance with Article VII (Disclosure and Use of R&D Information) of the MIEA. Unless specifically permitted under the provisions of Section 4. below, R&D Information exchanged under this Agreement is to be used by the receiving Party's government employees solely for information and evaluation purposes.

2. ANNEX AUTHORITIES, TECHNICAL PROJECT OFFICERS, LIAISON OFFICERS, AND ESTABLISHMENTS:

a. For Argentina:

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

b. For the U.S.:

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

3. SECURITY AND INFORMATION CONTROL:

- a. The highest classification of R&D Information which may be exchanged under this IEA is _____.
- b. All R&D Information exchanges under this IEA will conform with the security and information control provisions of the MIEA including Article VII (Controlled Unclassified Information), Article IX (Security), and Article X (Third Party Transfers).
- c. Annual R&D Information objectives may be specified, if appropriate. These objectives may be established through exchange of correspondence by the TPOs and will be revised annually by the TPOs to reflect current technology considerations.

4. SPECIAL DISCLOSURE AND USE OF SCIENTIFIC AND TECHNICAL INFORMATION PROVISIONS:

(Note: Most IEAs will not require the addition of any special provisions in this area. However, if the Annex Authorities desire to establish particular disclosure and use provisions in accordance with Article VII (Disclosure and Use of R&D Information) such text should be inserted here. For example, use of R&D Information may be authorized for use in designated defense programs of the Parties.)

5. FINANCIAL RESPONSIBILITIES:

Each Party shall be responsible for its own costs in the performance of this IEA in accordance with Article V (Financial Arrangements) of the MIEA.

SECTION 7. TERMINATION AND DURATION OF THIS IEA:

- a. This IEA may be terminated at any time by the written agreement of both Annex Authorities, who shall consult at the appropriate level prior to the date of termination to ensure termination on the most equitable terms. In the event a Party's Annex Authority finds it necessary to unilaterally terminate its participation in this IEA, it may terminate upon 60 days written notification to the other Party's Annex Authority. Termination of this IEA shall be subject to the provisions of Article XII (Amendment, Termination, Entry Into Force, and Duration) of the MIEA.
- b. This IEA shall remain in force for a period of ____* years from the date of the last signature unless amended or extended by mutual written consent. Before the expiration of this IEA, the Annex Authorities shall review the IEA and may, by mutual written consent, extend the IEA for additional periods of up to five years.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Master Information Exchange Agreement between the United States of America and Argentina.

FOR THE DEPARTMENT OF DEFENSE
THE UNITED STATES OF AMERICA

FOR THE MINISTRY OF DEFENSE
OF THE REPUBLIC OF ARGENTINA

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location