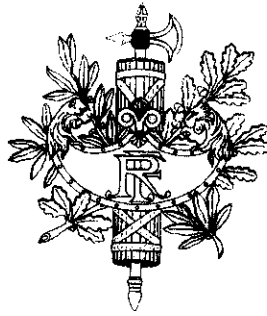


République Française



N°221/2008

POUVOIRS

Au nom du Gouvernement de la République, **NOUS**, Ministre des Affaires étrangères et européennes, donnons **POUVOIRS** par ces présentes à :

Monsieur **Francis DELON**, Secrétaire général de la Défense Nationale,

pour signer un Accord entre le Gouvernement de la République française et le Gouvernement des Etats-Unis d'Amérique sur la coopération scientifique et technologique relative aux affaires de sécurité intérieure./.

FAIT À PARIS, LE 16 décembre 2008

Le Ministre des Affaires étrangères et européennes

A handwritten signature in black ink, appearing to read 'R. K. ou cluser', is written below the text.

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF
AMERICA AND THE GOVERNMENT OF THE FRENCH REPUBLIC ON
COOPERATION IN SCIENCE AND TECHNOLOGY RELATING TO
HOMELAND SECURITY MATTERS**

**THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE
GOVERNMENT OF THE FRENCH REPUBLIC** (hereinafter referred to as the
"Parties"):

HAVING a mutual interest in research and development relating to homeland security matters (prevention from all threats, with a priority for terrorism, and protection of domestic interests against these threats);

SEEKING to make the best use of their respective research and technology development capacities and obtain the most efficient and cost effective results through cooperative activities;

DESIRING to increase the exchanges of information and personnel in areas pertinent to the identification of homeland security threats and countermeasures and the development of technical standards, operational procedures, and supporting methodologies that govern the use of relevant technologies;

STRESSING that physical and cyber-based critical infrastructure/key resources and other homeland security capabilities, both governmental and private, are essential to the operation and security of the Parties' respective economies and governments;

NOTING that the Parties' economies are increasingly interdependent, and that infrastructure protection and homeland security are of paramount concern to the Parties' respective governments;

BEING AWARE of research, development, testing, evaluation, ongoing standards development and operations in both countries in chemical, biological, radiological, nuclear and explosive countermeasures and in other areas that could enhance homeland security;

REFERRING to the general security of information agreement between the Government of the United States of America and the Government of the French Republic of September 7, 1977;

RECOGNIZING a common desire to:

- expand the homeland security technology capabilities of each Party;
- reduce unnecessary duplication of work;
- obtain more efficient and cost-effective results; and
- adapt more flexibly to the dynamic threat environment

through cooperative activities that are mutually beneficial and that relate to the application of state-of-the-art and emerging security technologies, making best use of the Parties' respective research, development, and testing and evaluation capacities;

AFFIRMING a common interest in enhancing the longstanding collaborative efforts of the Parties' respective agencies, private sector and governmental organizations, and academic institutions in generating scientific and technological solutions to counter threats, reduce vulnerabilities, and respond to and recover from incidents and emergencies in those areas having the potential for causing significant security, economic, and/or social impacts;

DESIRING to set forth a vehicle for the conduct of cooperative scientific and technological research, development, testing and evaluation in the field of homeland security;

HAVE AGREED as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Agreement between the Government of the United States of America and the Government of the French Republic on Cooperation in Science and Technology for Homeland Security Matters (the "Agreement"), the Parties have adopted the following definitions:

- | | |
|--|---|
| Agreement Director | Has the meaning given to it in Article 5 (Management) of this Agreement. |
| Business Confidential Information | Information may be identified as "Business-Confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential. |
| Classified Contract | A Contract that requires, or will require, access to Classified Information by a Contractor or by its employees in the performance of the Contract. |
| Classified Information | Information, documents and/or Equipment and Material regardless of the form, nature or method of transfer thereof, whether prepared or being prepared, to which a degree of classification has been attributed and which, in the interests of national security and in accordance with the national laws and regulations of the Parties, |

requires protection against any violation, destruction, misappropriation, disclosure, loss or access by any unauthorized individual or any other type of compromise.

Contract

A legally enforceable agreement to provide goods or services.

Contracting Agency

Any entity within the government organization of a Party that has authority to enter into, administer, and/or terminate contracts.

Contractor

An individual or a commercial entity that agrees to provide goods or services.

Controlled Unclassified Information

Information, documents and/or Equipment and Material that is not deemed to be Classified Information, but to which access or distribution limitations have been applied in accordance with national laws, regulations, or policies of either Party. Whether the information is provided or generated under this Agreement, it will be marked to identify its sensitive character. This definition includes, but is not limited to, information marked "Sensitive Homeland Security Information," "Sensitive Security Information," "For Official Use Only," "Law Enforcement Sensitive Information," "Protected Critical Infrastructure Information," "Restricted Distribution," and "Restricted Information Distribution", "Limited Distribution" and "Business Sensitive". Controlled Unclassified Information may include Business Confidential Information.

Cooperative Activity

Any form of activity described in Article 7 (Forms of Cooperative Activity) of this Agreement on which the Parties agree to cooperate to achieve the objectives of this Agreement. Such activity will normally take the form of a Project.

Critical Infrastructure/Key Resources

Governmental and/or private activities or sectors that are identified by each Party in its laws, executive orders, regulations or policies as "Critical Infrastructure/Key Resources".

Designated Security Authority (DSA)

For the United States: The Director of Security for Science and Technology for the Department of Homeland Security is the DSA, and is responsible for the development of policies and procedures governing security of Classified or Controlled Unclassified Information covered by this Agreement.

For France: the National Security Authority is responsible for development of policies and procedures governing security of Classified Information.

For controlled unclassified information, the French government

authority will be designated on a project-by-project basis for the protection of controlled unclassified information.

Equipment and Material

Any document, product or substance on or in which information may be recorded or embodied. Material shall encompass everything regardless of its physical character for makeup including documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps and letters, as well as all other products, substances or material from which information can be derived.

Free of Charge/Free Right of Use

A non-exclusive, irrevocable, royalty-free license for Government Purposes.

Government-to-Government Transfer

The principle that Classified Information will be transmitted through official government-to-government channels or through other channels as may be mutually agreed, in writing, by the Parties in accordance with the requirements laid down by both Parties.

Government Purposes

Use by or for any governmental organization or an administration of a Party.

Intellectual Property

Has the meaning given in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967 and may include other subject matter as agreed by the Parties.

Need-to-Know

A determination made by an authorized holder of Classified Information that a prospective recipient requires access to specific Classified Information in order to perform or assist in a lawful and authorized governmental function.

Participant

Any person or entity, legally distinct from the Parties, carrying out work in accordance with Article 9 (Participants).

Personnel Security Clearance Assurance (PSCA)

(a) A certification provided by one of the Parties concerning the level of personnel security clearance held by an individual who is employed by a government agency, a Contractor or a Participant under the jurisdiction of one of the Parties.

(b) A statement provided by the DSA of the individual's country of citizenship to the other DSA concerning the individual's eligibility for a personnel security clearance at a level specified by the requesting Party for individuals who are citizens of one Party but are to be employed by the other Party, its Contractors or its

Participants.

Project

A specific form of Cooperative Activity described in Article 8 (Projects).

Project Arrangement

The instrument setting out the scope of any Project to be carried out by the Parties described in Article 8 (Projects).

Project Development

That stage of a Project during which Project Foreground Information arises through the development of technologies, prototype equipment and other activities included in a Project.

Project Background Information/Background Information

Any information furnished to a Project, regardless of form or type, including that of a scientific, technical, business, or financial nature, and including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, software, source code, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations; whether in magnetic or electronic media, computer memory, or any other form and whether or not subject to intellectual property protections.

Project Foreground Information/Foreground Information

Any information created in a Project, regardless of form or type, including that of a scientific, technical, business, or financial nature, and including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, software, source code, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations; whether in magnetic or electronic media, computer memory, or any other form and whether or not subject to intellectual property protections.

Receiving Party

The Party to which Classified or Controlled Unclassified Information is transferred.

Research, Development, Testing and Evaluation (RDT&E)

Programs and activities, including basic research, applied research, advanced technology development, proof of principle, verification, validation, and development of technical standards of the Parties and/or Participants that seek to identify, develop, and implement technological and analytical solutions, tools and techniques to address the homeland security capability needs of each Party.

Sending Party

The Party that originates and/or transfers Classified or Controlled Unclassified Information to the Receiving Party.

- Sponsorship Arrangement** A written agreement between a Participant and a Party pursuant to which the Party involves the Participant in Cooperative Activity.
- Teaming Agreement** An agreement between Participants describing the relationship between them.
- Technology Management Plan** A specific component of the Project Arrangement jointly developed by the Parties and/or the Participants, if appropriate, involved in the Project Arrangement in which they agree on how Project Background and Foreground Information will be handled and exchanged and which will address among other things, allocating the rights between the Parties and their Contractors and Participants concerning Intellectual Property created under this Agreement, including how any royalties shall be shared, where such Intellectual Property shall be protected, and who shall be responsible for obtaining that protection and granting licenses.
- Third Party** Any entity or person who is neither a Party to this Agreement nor a Contractor nor a Participant in any of its Cooperative Activities.

ARTICLE 2

PRINCIPLES AND OBJECTIVES

1. All Cooperative Activities shall be conducted on the basis of the following principles:
 - a. mutual benefit based on an overall balance of advantages;
 - b. reciprocal opportunities to engage in Cooperative Activities;
 - c. equitable and fair treatment; and
 - d. timely exchange of information that may affect Cooperative Activities.
2. The objective of this Agreement is to establish a framework to encourage, develop and facilitate bilateral Cooperative Activity in science and technology, operational, and policy areas that contribute to the capabilities of both Parties in:
 - a. identification of homeland security threats and countermeasures;
 - b. development of chemical, biological, radiological, nuclear and explosives detection and countermeasures solutions;
 - c. prevention and detection of, response to, and forensics and attribution applied to terrorist or other homeland security threats and/or indicators;
 - d. protection of Critical Infrastructure/Key Resources (both physical and cyber); and
 - e. crisis response and consequence management and mitigation of all-hazard high-consequence events, with a priority for terrorism.
3. Operational police cooperation is excluded from the scope of this Agreement.

4. The exchange of personal data extracted from an automatic or non-automatic data processing system is excluded from the scope of this Agreement.

ARTICLE 3

MEANS OF ACHIEVING OBJECTIVES

1. The Parties shall seek to achieve the objectives set out in Article 2 (Principles and Objectives) by means which may include, but are not limited to:
 - a. developing an approach to identify shared priorities, including in areas of research for Cooperative Activity;
 - b. facilitating exchange of technologies, personnel, and information, regarding similar and complementary operational Research, Development, Testing and Evaluation;
 - c. collaborating to develop technologies and prototype systems that assist in countering present and anticipated terrorist actions in their respective territories and other homeland threats that satisfy their common interests and requirements;
 - d. integrating or adapting the homeland security technologies of each Party to save development costs;
 - e. conducting evaluation and testing of prototype homeland security technologies;
 - f. ensuring consistent and appropriate measures of effectiveness by development and implementation of test protocols, methodologies, and appropriate standards;
 - g. involving, as appropriate, public and private sector research and development organizations in Cooperative Activity developed pursuant to this Agreement;
 - h. providing reciprocal opportunities to engage in Cooperative Activity, with shared responsibilities and contributions, which are commensurate with the Parties' or the Participants' respective resources;
 - i. providing comparable access to government-sponsored or government-supported programs and facilities for visiting researchers and experts, and comparable access to and exchange of information and Equipment and Material, when necessary for Cooperative Activity;
 - j. facilitating prompt exchange of information and Equipment and Material, which may affect Cooperative Activity and data specifically needed for that cooperation; and
 - k. utilizing and applying Project Foreground Information derived from Cooperative Activity to benefit both Parties. The right to ownership and exploitation of Project Foreground Information is to be governed by the Articles and the Annex of this Agreement and established in a Technology Management Plan, taking into account, among other things, the Parties' or Participants' respective contributions to the Project.

ARTICLE 4

EXECUTIVE AGENTS

1. The obligations of the Government of the United States of America are assumed by the Under Secretary of Science and Technology of the United States Department of Homeland Security, who has responsibility for executive oversight of Cooperative Activity and who is hereby designated as the "U.S. Executive Agent" responsible for the administration of this Agreement. The duties of the U.S. Executive Agent may be delegated to other officials.
2. The obligations of the Government of the French Republic are assumed by the Secretary General of the General Secretariat for National Defense, who has responsibility for executive oversight of Cooperative Activity and who is hereby designated as the "French Executive Agent" responsible for the administration of this Agreement. The duties of the French Executive Agent may be delegated to other officials.
3. Prior to undertaking Cooperative Activity (including any Project) under this Agreement, the Parties shall agree in writing upon the nature, scope, and duration of the Cooperative Activity.
4. Where, because of changes in the administrative arrangements for either Party, responsibility for the oversight of this Agreement is no longer held by those currently designated as "U.S. Executive Agent" or "French Executive Agent", the relevant Party shall provide the other Party in writing with the details of its new Executive Agent without requiring amendment to this Agreement.

ARTICLE 5

MANAGEMENT

1. The Executive Agents shall appoint Agreement Directors who shall be responsible for the day-to-day management of this Agreement and its Cooperative Activities. In addition the Agreement Directors shall be responsible for:
 - a. promoting Cooperative Activity under this Agreement;
 - b. serving as a repository for any and all documentation which is generated pursuant to this Agreement including Project Arrangements and any annexes thereto;
 - c. monitoring the overall use and effectiveness of this Agreement;
 - d. recommending amendments to this Agreement to the Parties;
 - e. resolving issues arising under this Agreement;
 - f. authorizing, as appropriate, involvement by Participants in Cooperative Activities pursuant to this Agreement;
 - g. establishing and maintaining security guidelines, including but not limited to procedures related to exchange, storage, and transmission of information and

- equivalent security markings to be applied to exchanged information in accordance with Article 12 (Information Security);
- h. ensuring that any requirements to exchange Classified Information in connection with any Project are fully identified in advance and specifically agreed to prior to the conclusion of any Project Arrangement;
 - i. developing and maintaining an outline of the Cooperative Activities and their associated costs. This outline will be known as the annual work plan and will document the work to be carried out under each Project Arrangement; and
 - j. developing and maintaining a strategic plan to set out the objectives of the Cooperative Activities being carried out at any given time and the Parties' intentions for future cooperation.
2. The Agreement Directors shall meet at least annually to review implementation of the Agreement and at such other times as they consider necessary to implement this Agreement. The Agreement Directors shall be responsible for coordinating with other coordination bodies established by the Parties.

ARTICLE 6

AREAS OF COOPERATIVE ACTIVITY

1. The Parties shall facilitate Cooperative Activity in broad areas related to homeland security. Areas of Cooperative Activity may include, but are not limited to:
 - a. development and implementation of threat and vulnerability assessments, interdependency analyses, and methodologies related to potential threats;
 - b. assessment of prior operational experiences and evaluation for the purposes of articulating operational deficiencies into definable technical requirements and appropriate standards and supporting methodologies;
 - c. integration of existing technologies for use in surveillance and detection, in protection of Critical Infrastructure/Key Resources, for crisis management, or in defense against terrorism and other homeland security threats;
 - d. research and development of technologies and systems to meet user requirements or capability gaps and national needs, for prevention, detection, protection against, response to and mitigation of threats, and crisis management;
 - e. testing and evaluation of specific prototype systems for prevention of, detection of, protection against, response to and mitigation of threats, and crisis management in both laboratory environments and real or simulated operational settings. This includes technologies associated with enhanced detection and monitoring of potential terrorist activities and those associated with recovery and reconstitution of damaged or compromised systems;
 - f. joint or coordinated preparation of detailed final test reports to allow either Party and/or its Participants to evaluate follow-on efforts individually or to allow the transition of successful prototypes into operational deployments;

- g. system protection (including protection of automated infrastructure control systems) and information assurance (including protecting the integrity of data and information in control systems);
- h. reciprocal education, training, and exchange of scientific and technical personnel, and exchange of Equipment and Material in science and technology areas including Research, Development, Testing and Evaluation as defined in a Project Arrangement;
- i. development and exchange of best practices, standards, and guidelines; and
- j. private sector transition or commercialization, and other exploitation of Project Foreground Information and any resulting Equipment and Material developed through Cooperative Activity to achieve the effective transition of technology from the research and development (R&D) environment to the operational environment, with respect to the protection of classified and controlled unclassified information.

ARTICLE 7

FORMS OF COOPERATIVE ACTIVITY

1. Cooperation under this Agreement may include, but is not limited to, any of the following:
 - a. coordinated research Projects and joint research Projects;
 - b. joint task forces to examine emergent homeland security challenges;
 - c. joint studies and scientific or technical demonstrations;
 - d. joint organization of field exercises, scientific seminars, conferences, symposia, and workshops;
 - e. training of scientists and technical experts;
 - f. visits and exchanges of scientists, engineers, or other appropriate personnel;
 - g. exchanges or sharing of information and Equipment and Material;
 - h. exchange of information on practices, laws, regulations, standards, methods, and programs relevant to cooperation under this Agreement;
 - i. joint use of laboratory facilities and Equipment and Material, for conducting scientific and technological activities including Research, Development, Testing and Evaluation; and
 - j. joint management of private sector transition or commercialization and exploitation of Equipment and Material and Project Foreground Information developed through Cooperative Activity, with respect to the protection of classified and controlled unclassified information.
2. Nothing in paragraph 1 shall preclude the Parties from facilitating other forms of Cooperative Activity that they may agree upon. Nor shall Cooperative Activity pursuant to this Agreement be interpreted in such a manner as to interfere with any other arrangements between agencies, institutions of the Parties, or private companies.

ARTICLE 8

PROJECTS

1. Cooperative Activity under this Agreement shall normally be implemented in the form of Projects to be conducted pursuant to Project Arrangements.
2. Project Arrangements shall be signed by competent authorities of the Parties. If Participants are involved by the Parties to perform all or part of the Project, all provisions for carrying out the Project shall be defined in a Sponsorship Arrangement. Such Sponsorship Arrangement shall comply with the provisions of the present Agreement.
3. Project Arrangements, developed within the limits and subject to the budgetary availability of funds of the Parties, shall ordinarily contain the following terms and conditions for each Project:
 - a. its nature;
 - b. its scope;
 - c. its duration;
 - d. the manner in which it will be funded;
 - e. specific details of any transfer of Equipment and Material and the identity of personnel and/or organizations, if any, to be committed to the Project;
 - f. Project Background Information to be used in the Project;
 - g. any specific provisions for terminating Participant involvement;
 - h. the dispute resolution process consistent with the provisions in Article 18;
 - i. whether the use of Classified Information or Controlled Unclassified Information will be required;
 - j. any safety measures to be followed, including, where appropriate, specific procedures for dealing with hazardous or dangerous material;
 - k. any applicable cost sharing provisions;
 - l. any applicable cost ceiling;
 - m. currency variation arrangements;
 - n. any necessary technical annexes;
 - o. the allocation of responsibility for any taxes, duties or other government charges which may arise;
 - p. provisions addressing the national law which shall apply to Contracts made in relation to the Project Arrangement;
 - q. a Technology Management Plan (TMP), subject to applicable national laws and regulations of the Parties, containing details concerning the sharing, allocation and protection and/or benefits derived from the creation, use or exploitation of Intellectual Property under the Project, including Project Foreground and Background Information. The TMP can be signed by the Participants, if appropriate, when Participants are involved in the Project Arrangements; and
 - r. any other consistent terms and conditions necessary to ensure the required development of the Project, including the setting up of an ad-hoc supervisory committee.

4. The Parties shall ensure that Project Arrangements incorporate the terms of this Agreement. In the case of any inconsistency, the terms of this Agreement shall prevail.

ARTICLE 9

PARTICIPANTS

1. Subject to the provisions of this Article, a Party may authorize and sponsor a Participant to carry out work pursuant to this Agreement and relating to Cooperative Activity. The authorization and sponsorship of any Participant in the implementation of any Cooperative Activity shall require the other Party's prior review and written approval.
2. Before authorizing and sponsoring a Participant to carry out work, a Party must enter into a Sponsorship Arrangement unless such an agreement already exists that can support Cooperative Activities pursuant to this Agreement.
3. The Party authorizing and sponsoring a Participant shall ensure that the Participant agrees to:
 - a. carry out any work relating to Cooperative Activity in accordance with the terms of this Agreement; and
 - b. report to that Party's Agreement Director on a periodic basis.
4. The Parties' Agreement Directors shall jointly determine the frequency and scope of the reporting requirement referred to in paragraph 3(b) of this Article.
5. In the event that a question arises with respect to a Participant and/or its activities under this Agreement, the Parties shall consult to consider the Participant's role in Cooperative Activity. If either Party objects to a Participant's continued participation and requests its termination, the Party that authorized and sponsored the Participant shall give the request sympathetic consideration, including as to the consequences of terminating the Participant's participation.
6. Nothing in this Agreement or any Project Arrangement precludes a Party that has authorized and sponsored a Participant from suspending a Participant's activities or replacing the Participant in one or more of its Project Arrangements.
7. The Parties recognize that their respective legislation and regulation apply to activities undertaken in respect of Project Arrangements and Sponsorship Arrangements made under this Agreement.
8. The Participants may enter into a Teaming Agreement to describe the relationship between them. Such Teaming Agreement must be consistent with this Agreement.

ARTICLE 10

CONTRACTING

1. Normally, the Parties may use Contractors to carry out and implement the content of the Project. The Contracts will be established between the Parties and their Contractors.
2. The Parties shall ensure that, wherever appropriate, Project Arrangements are supported by Contracts.
3. All Contracts made pursuant to Project Arrangements shall include terms and conditions equivalent to the provisions of this Agreement, the relevant Project Arrangements, and their associated Technology Management Plans. Without limiting the foregoing, each Party or its Contracting Agency shall negotiate to obtain the rights for both Parties to use and disclose Project Foreground Information as specified in the Annex (Intellectual Property Management and Use of Information) and to obtain the rights contained in Article 13 (Publication of Project Foreground Information) unless the other Party agrees in writing that the said rights are unnecessary in a particular case, and each Party's Contracting Agency shall insert into its Contracts, and require its Contractors and subcontractors to insert in subcontracts, suitable provisions to satisfy the requirements of Article 12 (Information Security), Article 13 (Publication of Project Foreground Information), Article 16 (Third Party Sales and Transfers) and the Annex (Intellectual Property Management and Use of Information).
4. The Parties recognize that their respective legislation and regulations apply to activities undertaken in respect of Project Arrangements and supporting Contracts made under this Agreement.

ARTICLE 11

FINANCE

1. Subject to the budgetary availability of funds for Cooperative Activity and to the provisions of this Article, each Party (and Participants) shall bear its own costs of discharging its responsibilities under this Agreement and its associated Project Arrangements.
2. The Parties and/or Participants may agree to share costs for Cooperative Activity. Detailed descriptions of the financial provisions for Cooperative Activity, including the total cost of the activity and each Party and/or Participant's cost share, shall be agreed

between the Parties and/or Participants, as appropriate, in Project Arrangements in accordance with paragraph 3 of this Article.

3. Prior to the commencement of each Project, the Parties and/or Participants, as appropriate, shall establish the equitable share of the total costs, including overhead costs and administrative costs. They shall also establish a cost target, a cost ceiling, and the apportionment of potential liability to be borne by each in the Project. In determining each Party's or Participant's equitable share of total costs, the following may be taken into account:
 - a. funds provided by one Party and/or Participant to the other Party and/or Participant for work under this Agreement ("financial contributions");
 - b. material, personnel, use of Equipment and Material and facilities provided for the performance of work under this Agreement ("non-financial contributions") to directly support Agreement efforts, with appreciation that prior work can constitute a non-financial contribution; and
 - c. the ownership of Project Background Information utilized in the Project.
4. The following costs shall be borne entirely by the Party and/or Participant incurring the costs and are not included in the cost target, cost ceiling, or Project costs:
 - a. costs associated with any unique national requirements identified by a Party and/or Participant; and/or
 - b. any costs not expressly stated as shared costs or any costs that are outside the scope of this Agreement.
5. A Party and/or Participant shall promptly notify the other if available funds are not adequate to undertake activities arising as a result of this Agreement. If a Party notifies the other, or if a Participant notifies its Party, that it is terminating or reducing its funding for a Project, both Parties shall immediately consult with a view toward continuation on a changed or reduced basis. If this is not acceptable to both Parties and/or Participants, the respective rights and responsibilities of the Parties and/or Participants under Article 12 (Information Security), Article 13 (Publication of Project Foreground Information), Article 16 (Third Party Sales and Transfers) and the Annex (Intellectual Property Management and Use of Information) shall continue notwithstanding the termination or expiration of the Project.
6. Prior to the commencement of each Project, the Parties and/or Participants shall jointly develop a Technology Management Plan, if need be.
7. Each Party shall be responsible for any audit of its activities in support of Cooperative Activity, including the activities of any of its Participants. Each Party's audits shall be in accordance with its own national practices. For Project Arrangements where funds are transferred from one Party and/or Participant to the other Party and/or Participant, the Party that receives funds and/or its Participant shall be responsible for the internal audit regarding administration of the other Party's and/or Participant's funds in accordance with national practices. Audit reports of such funds shall be promptly made available by the receiving Party (and/or Participant) to the other.

ARTICLE 12

INFORMATION SECURITY

1. All activities of the Parties pursuant to this Agreement and all exchanges of information and Equipment and Material, including Classified Information, between the Parties and between Parties and Participants, shall be carried out in accordance with the applicable laws and regulations of the Parties, including those relating to the unauthorized transfer or re-transfer of such information and Equipment and Material.
2. The transfer of technical data for the purpose of discharging the Parties' obligations with regard to interface, integration, and safety shall normally be made without restriction, except as required by national laws and regulations relating to export control or the control of Classified Information. If design, manufacturing, and processing data and associated software, which is business confidential but not export controlled, is necessary for interface, integration, or safety purposes, the transfer shall be made and the data and associated software shall be appropriately marked.
3. Classified Information:
All Classified Information provided or generated pursuant to this Agreement and any of its Project Arrangements shall be stored, handled, transmitted, and safeguarded in accordance with the general security of information agreement between the Government of the United States of America and the Government of the French Republic of September 7, 1977, as complemented by the following points:
 - a. The Parties shall agree on any implementing security arrangements that are deemed necessary.
 - b. Prior to the sharing of Classified Information, the Sending Party will ensure that the information is properly marked and the Receiving Party is aware of the pending transfer.
 - c. The Parties shall protect Classified Information exchanged and shall adopt the equivalence of the security classification levels defined in the underneath table:

UNITED STATES OF AMERICA
Top Secret
Secret
Confidential

FRANCE
Très Secret-Défense
Secret-Défense
Confidentiel-Défense

- d. The Parties shall appoint a Designated Security Authority to establish security arrangements and procedures consistent with this Agreement.
- e. Each Party shall ensure that it incorporates the provisions of this Article into Project Arrangements. In addition, if either Party deems it necessary, Project Arrangements shall include:

- i. detailed provisions dealing with the prevention of unauthorized transfer or re-transfer of information and Equipment and Material; and/or
 - ii. detailed distribution and access restrictions on information and Equipment and Material.
 - f. The Parties shall not disclose Classified Information provided or generated pursuant to this Agreement and any of its Project Arrangement to individuals other than members of the Parties, Participants and Contractors who need to know this information to conduct the Project, without the written consent of the other Party.
 - g. Each Party shall take all necessary lawful steps available to it to ensure that Classified Information provided or generated pursuant to this Agreement is protected from further disclosure, unless the other Party consents to such disclosure. The Parties shall not translate nor duplicate information classified Très Secret-Défense / Top Secret or Secret-Défense / Secret without the prior written consent of the other Party. Translation of information that is Très Secret-Défense / Top Secret or Secret-Défense / Secret should be considered a new document identified and protected with the same procedures as the original.
 - h. Classified Information shall be transferred only through official government-to-government channels or through channels approved by both Parties. Such Classified Information shall be given the equivalent level of classification in the country of receipt as it was given in the country of origin and shall be marked with a legend containing the country of origin, the conditions of release, and the fact that the information relates to this Agreement.
 - i. The Parties shall investigate all cases in which it is known or where there are reasonable grounds for suspecting that Classified Information provided or generated pursuant to this Agreement has been lost or disclosed to unauthorized persons. Each Party shall promptly and fully inform the other of the details in writing of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences. The Party discovering the compromise shall provide to the Sending Party all the details necessary to fully assess the consequences of such security breach.
 - j. Unless both Parties agree in writing otherwise in a particular case, Contractors, prospective Contractors, subcontractors, or Participants that are determined by either Party to be under financial, administrative, policy or management control of nationals or entities of any country which is not a Party to this Agreement may only participate in a Contract or subcontract requiring access to Classified Information that has been classified on grounds of national security if enforceable measures are in effect to ensure that the nationals or entities of that country do not have access to such Classified Information.
4. Controlled Unclassified Information:
- a. The obligation of designation and appropriate marking of Controlled Unclassified Information is the responsibility of the Sending Party or of the Participant designated by each Party.
 - b. The Controlled Unclassified Information communicated by each Party to the Participants or to the Contractors can only be used in accordance with

Cooperative Activity conducted pursuant to this Agreement. Sponsorship Arrangements and/or Contracts will detail, in particular, the required terms, procedures for protection, and duration of confidentiality of Controlled Unclassified Information utilized for a specific Cooperative Activity.

- c. The Parties and the Participants designated by each Party are responsible to take all actions necessary to discharge the said obligations of confidentiality.
 - d. The nature and amount of the Controlled Unclassified Information to be acquired and disseminated pursuant to this Agreement shall be consistent with the objectives of this Agreement and the following guidelines and procedures:
 - i. Controlled Unclassified Information shall be used by the authorized recipient only for the purposes directly related to Cooperative Activity conducted pursuant to this Agreement unless otherwise agreed in writing by the Party or Participant(s) who furnished or created the information;
 - ii. access to Controlled Unclassified Information shall be limited to those personnel of the authorized recipient whose access is necessary for the permitted use under this Agreement;
 - iii. all necessary lawful steps shall be taken, which may include national classification where appropriate, to keep Controlled Unclassified Information from unauthorized disclosure, including requests under any public access laws or regulations of either Party;
 - iv. Controlled Unclassified Information provided under this Agreement is to be marked by the sender providing it with a legend containing the country of origin, the conditions of release, the fact that it relates to this Agreement and a statement to the effect that access to the information is controlled; and
 - v. Controlled Unclassified Information provided or generated pursuant to this Agreement shall be stored, handled, and transmitted in a manner that ensures proper control. Prior to authorizing the release of Controlled Unclassified Information to any Participant or Contractor, the authorizing Party shall ensure that the recipient is legally required to control such information in accordance with the provisions of this Article.
5. Business Confidential Information:
- a. Each recipient shall safeguard and protect identified Business Confidential Information that is furnished or is created pursuant to this Agreement in accordance with this paragraph and the Annex (Intellectual Property Management and Use of Information). The recipient shall maintain security over such items, and they shall not be retransferred without the written authorization of the Party that provided such items.
 - b. The Parties shall ensure that Participants and Contractors are required to control and safeguard Business Confidential Information in accordance with this Agreement.
 - c. Without prior written consent, the recipient may not disclose any Business Confidential Information provided to it by the other Party except to appropriate employees and government personnel. If expressly agreed between the Parties, Business Confidential Information may be disclosed by the Receiving Party to

contractors and sub-contractors. Such disclosures shall be for the use only within the scope of their contracts with their respective Party relating to cooperation under this Agreement. The Parties shall impose, or shall have imposed, an obligation on those receiving such information to keep it confidential. If a Party becomes aware that, under the laws or regulations applicable to it, it will be, or may reasonably expect to become, unable to meet the non-disclosure provisions, it shall immediately inform the other Party. The Parties shall thereafter agree on an appropriate course of action.

ARTICLE 13

PUBLICATION OF PROJECT FOREGROUND INFORMATION

1. Notwithstanding Article 12 (Information Security) and the Annex (Intellectual Property Management and Use of Information), before any publication or other disclosure, whether written or oral, in connection with Foreground Information, the publishing Party and/or its Participant is required to send the proposed publication or communication to the other Party and/or its Participant. The Party and/or its Participant will have two (2) calendar months from the date of referral by the publishing Party and/or its Participant in which to make known its decision.
2. This decision may consist of:
 - a. acceptance of the proposed publication/communication, or
 - b. request that the publication or communication be modified or postponed if the proposed publication is likely to impair the industrial and commercial use of Foreground Information or is inconsistent with the obligations to protect Classified Information, Controlled Unclassified Information, and/or Business Confidential Information.
3. The conclusions and content of any proposed publication or communication may otherwise not be refused or changed by the Parties for reasons other than as listed above in paragraph 2 to this Article.
4. Each Party and/or its Participant is however entitled to request that its Classified Information, Controlled Unclassified Information, Business Confidential Information, Project Background Information and/or Project Foreground Information, be deleted from any such publication or communication.
5. However, a Party and/or its Participant(s) may withhold its consent to publication or communication for a reasonable amount of time following the first submission of the proposed publication/communication, if the information to be published/communicated is of an industrial or commercial strategic interest to the activities of a Party and/or its Participant. If a Party and/or its Participant requests that the publication/communication be exceptionally withheld, this Party and/or its Participant has to demonstrate that the information to be published/communicated is of an industrial and commercial strategic

interest to its activities and that it would suffer disproportionately great harm. In case of disagreement the Parties shall consult the Executive Agents of both Parties for decision.

6. Any publication or communication made pursuant to this Article is required to indicate the contribution made by each of the Parties and/or any Participant.
7. For the avoidance of doubt, a Party and/or its Participant may not publish the other Party's and/or any Participant's Foreground Information or Background Information even if such Foreground Information or Background Information is amalgamated with the Party's and/or any Participant's Foreground Information, without the other Party's and/or any Participant's prior written approval.
8. The Parties and/or its Participants undertake to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree which includes Project Foreground or Project Background Information owned by that Party and/or Participant, subject to the requirements of this Article.

ARTICLE 14

ENTRY OF PERSONNEL AND EQUIPMENT AND MATERIAL

1. With respect to Cooperative Activity under this Agreement, each Party, in accordance with its national laws and regulations, and as appropriate, shall facilitate:
 - a. prompt and efficient entry into and exit from its territory of appropriate Equipment and Material, to especially include instrumentation, test equipment and Project Background and Foreground Information;
 - b. prompt and efficient entry into and exit from its territory, and domestic travel and work of persons participating on behalf of the Parties or Participants in the implementation of this Agreement;
 - c. prompt and efficient access, as appropriate, to relevant geographical areas, information, Equipment and Material and institutions, for persons participating on behalf of the Parties, or Participants, in the implementation of this Agreement; and
 - d. mutual logistic support.
2. Customs duties, import and export taxes, and similar charges shall be administered in accordance with each Party's respective laws and regulations. Insofar as existing laws and regulations permit, each Party shall use its best efforts to ensure that readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with Projects carried out under this Agreement. If in order to comply with European Union (EU) regulations, it is necessary to levy duties, the Parties shall ensure that these will be paid by the end recipient (the Contractor or Participant of an EU member state). To this end, parts or components of equipment coming from outside the EU will proceed to their final

destination accompanied by the relevant customs document enabling such settlement of duties to take place.

3. Both Parties may agree to formalize the procedures to facilitate these operations.

ARTICLE 15

RESEARCH SAFETY AND LIABILITIES

1. The Parties shall establish and implement policies and practices to ensure and provide for the safety of their employees, the public, and the environment during the conduct of Cooperative Activities subject to applicable national laws and regulations. If any Cooperative Activity involves the use of dangerous or hazardous materials, the Parties shall establish and implement an appropriate safety plan.
2. Without prejudice to any existing arrangements under the Parties' national laws, the Parties shall take appropriate steps to protect the welfare of any subjects involved in Cooperative Activities, including the provision of medical treatment and, where appropriate, financial relief at the expense of the Party and/or Participant, as appropriate.
3. A Party and/or its Contractor or Participant sending information, equipment, materials or supplies to the other Party and/or its Contractor or Participant under a Project established pursuant to this Agreement shall not be liable for damages of any nature, either direct or indirect, to property or personnel of the Party and/or its Contractor or Participant receiving the information, equipment, materials or supplies or to any Third Party resulting from the use by the Party and/or its Contractor or Participant receiving the information, equipment, materials or supplies.
4. Consistent with existing United States law and regulation, French Contractors/Participants are eligible to apply for protection under the Support Antiterrorism by Fostering Effective Technologies Act of 2002 (the SAFETY Act).

ARTICLE 16

THIRD PARTY SALES AND TRANSFERS

1. Neither Party shall:
 - a. sell, transfer title to, disclose, or transfer possession of Project Foreground Information, or equipment incorporating Foreground Information, to a Third Party without the prior written consent of the other Party; or
 - b. permit any such sale, disclosure, or transfer by others, including by the owner of the item, without the prior written consent of the other Party. Such sales and

transfers shall be consistent with the Annex (Intellectual Property Management and Use of Information).

2. For the purposes of this Article, local governments of either Party are not considered to be Third Parties.

ARTICLE 17

STATUS OF ANNEX

The attached Annex forms an integral part of this Agreement and has the same status as other provisions of this Agreement.

ARTICLE 18

DISPUTE RESOLUTION

1. Except for disputes concerning Intellectual Property set forth in the Annex and those procedures set forth in Article 13 (Publication of Project Foreground Information), all questions or disputes between the Parties that cannot be resolved by the Agreement Directors arising under or relating to this Agreement shall be submitted to the Executive Agents. Such questions and disputes shall be resolved only by consultation between the Parties.
2. Resolution of disputes between the Parties concerning Intellectual Property arising under the Project Arrangement shall be resolved through discussions between the concerned Parties or their designees.
3. Disputes between the Participants shall be resolved as provided for in the Teaming Agreement related to that particular Cooperative Activity. Upon mutual agreement of the Parties, the Participants may submit their dispute to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties agree otherwise in writing, the arbitration rules of United Nations Commission on International Trade Law (UNCITRAL) shall govern.

ARTICLE 19

ENTRY INTO FORCE, DURATION, AMENDMENT, AND TERMINATION

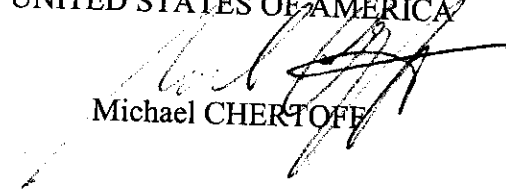
1. This Agreement shall enter into force the day of its signature.

2. Nothing in this Agreement is intended to alter, amend, supersede or otherwise affect other existing agreements between the Parties including those which might otherwise fall within the scope of this Agreement.
3. The Agreement may be amended in writing by the mutual agreement of the Parties. This Agreement shall remain in force until terminated in writing by either Party, with such termination taking effect six months from the date of the written notice of termination.
4. This Agreement may also be terminated by the mutual written agreement of the Parties.
5. Unless otherwise agreed, termination of this Agreement shall not affect the validity or duration of any Cooperative Activity previously undertaken pursuant to it.
6. The respective rights and responsibilities of the Parties (and Participants) under Article 12 (Information Security), Article 13 (Publication of Project Foreground Information), Article 16 (Third Party Sales and Transfers), Article 18 (Dispute Resolution) and the Annex (Intellectual Property Management and Use of Information) shall continue notwithstanding the termination or expiry of this Agreement. In particular, all Classified Information exchanged or generated under this Agreement shall continue to be protected in the event of the termination or expiry of the Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized for this purpose by their respective Governments, have signed this Agreement and placed their seals thereon.

EXECUTED at *Paris*, in duplicate, on this *17* day of *December* 2008 in two counterparts in the English and French languages, both versions being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA


Michael CHERTOFF

FOR THE GOVERNMENT OF THE
FRENCH REPUBLIC


Francis DELON

ANNEX

INTELLECTUAL PROPERTY MANAGEMENT AND USE OF INFORMATION

1. **General:** Both Parties recognize that successful collaboration depends on full and prompt exchange of information necessary for carrying out Cooperative Activities. The Parties and Participants shall through contracts or other legal means with its own Contractors acquire sufficient Project Background Information and/or rights to use such information to enable the development of technologies, prototype equipment, and other activities included in a Project. The nature and amount of information to be acquired and disclosed shall be consistent with this Agreement and the terms of individual Project Arrangement (including the Technology Management Plan).

Both this Agreement and the individual Project Arrangements detail the implementation process for Intellectual Property management but do not modify general principles included in existing laws and regulation. This Annex does not otherwise alter or prejudice the allocation of rights to Project Foreground Information between a Party and its Contractors or Participants, which shall be determined by that Party's laws and regulations.

2. **Usage:** Issues related to the management of Project Background Information and Project Foreground Information, including the allocation of any benefits (including royalties) derived from the creation and exploitation of Intellectual Property in Project Foreground Information in respect of Cooperative Activities conducted pursuant to this Agreement shall be governed by Article 13 and the present Annex of this Agreement, as particularized by any Technology Management Plan associated with a Project Arrangement.
3. **Reporting of Inventions:** For each invention made under any cooperative activity, the Party, Contractor, or Participant employing the inventor(s) shall make a confidential disclosure of the invention promptly to the other non-inventing Party, Contractor or Participant together with any documentation and information necessary to enable the non-inventing Party, Contractor or Participant to establish any rights to which it may be entitled. Any non-inventing Party, Contractor or Participant may ask the inventing Party, Contractor or Participant in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a reasonable amount of time from the date of the confidential disclosure.
4. **Visiting Researchers:** The Parties agree that visiting researchers that perform activities in furtherance of this Agreement shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution. The Parties further agree these rights of visiting researchers shall be applicable whether the visiting researchers are employed by a Party, Contractor and/or Participant.

5. **Options:** Noting that Project Arrangements may address different situations (e.g., including a sponsored Participant or referring to Contractors only), the intellectual property management and use of information may call for different options. In case of a Project Arrangement between two Parties and subsequent award of a contract to a Contractor, paragraph A.1 will apply. In case of a Project Arrangement between Parties sponsoring one or more Participant(s) paragraph A.2 will apply.

**A.1 INTELLECTUAL PROPERTY MANAGEMENT AND USE OF
INFORMATION BETWEEN PARTIES ONLY AND CONTRACTORS**

1. Disclosure of Foreground Information

- a. Foreground Information generated by a Contractor and delivered to a Party under a Contract or generated by a Party shall be made available to the other Party. Foreground Information generated by a Contractor but not delivered shall be made available by the Contractor upon request of the Parties at the cost of its compilation, reproduction and delivery only.
- b. Foreground Information generated by several Contractors in a Project shall be exchanged between Contractors to enable the work under the Project to be satisfactorily performed. The Contractors shall be required to maintain a record of all Foreground Information.
- c. Foreground Information generated by a Party should be made available to the other Party and Contractors as necessary for the implementation of the Project, established pursuant to this Agreement, either in accordance with an agreed schedule or on request.

2. Disclosure of Background Information

- a. Contractors and Parties should identify as early as possible any Background Information which will be necessary for the implementation of the Project, established pursuant to this Agreement, together with any restrictions of its disclosure.
- b. Subject to the rights of Third Parties, the Contractors shall be required to disclose to the Parties any of their Background Information which is necessary for implementation of the Project, established pursuant to this Agreement, or for otherwise utilizing the Foreground Information.
- c. Subject to the rights of Third Parties, the Contractors in a Project shall be required to disclose between themselves any of their Background Information where this is necessary for implementation of the Project, established pursuant to this Agreement.
- d. Subject to the rights of third parties, the Parties shall disclose between themselves any of their Background Information which is necessary for the implementation of the Project, established pursuant to this Agreement, or for otherwise utilizing the Foreground Information.
- e. Subject to the rights of third parties, the Parties shall disclose any of their Background Information to Contractors where this is necessary for the implementation of the Project, established pursuant to this Agreement.

- f. Parties and Contractors shall be free to make arrangements between themselves regarding the disclosure and protection of such Background Information. The implementation of such arrangements should, however, not delay the work or result in additional cost to the Parties. Wherever possible, the establishment and implementation of such arrangements should be the responsibility of the Parties and Contractors concerned. Parties and Contractors shall identify as early as possible any Background Information which will be necessary for the implementation of this Agreement together with any restrictions on its disclosure.
- g. If the Parties decide or they are made aware of the need to use such Background Information they shall seek to acquire or request that Contractor acquire access to this Background Information with the right to disclose it amongst themselves and the Contractors as necessary for implementation of the Project, established pursuant to this Agreement, or for otherwise utilizing the Foreground Information.
- h. Parties and Contractors shall be free to make arrangements with the owners of such Background Information regarding the disclosure and protection of such Background Information. The implementation of such arrangements shall, however, not delay the work or result in unauthorized cost to the Parties. Wherever possible the establishment and implementation of such arrangements should be the responsibility of the Parties and/or Contractors requiring the information.

3. Use of Project Foreground Information for Non-commercial Purposes

- a. Foreground Information delivered under a Contract shall be made available for use free of charge by the Parties for Government Purposes.
- b. All Foreground Information delivered under a Contract shall be made available for use free of charge by other Contractors when it is necessary for the implementation of the Project, established pursuant to this Agreement.
- c. All Foreground Information generated by a Party shall be made available for use free of charge by the other Party for Government Purposes.
- d. All Foreground Information generated by Parties shall be used free of charge by Contractors where this is necessary for the implementation of the project established pursuant to this Agreement.
- e. All publically distributed copies of Foreground Information in the form of science and technical journal articles, reports, and books shall indicate the names of the authors of the work unless an author explicitly declines to be named.
- f. If either Party believes that a particular project is likely to generate or has generated Foreground Information that is not protected by the laws of the other Party, the Parties shall immediately hold discussions to determine the allocation of rights in the Foreground Information. Pending resolution of the matter, the particular Foreground Information shall not be commercially exploited except by mutual agreement.

4. Use of Project Background Information for Non-commercial Purposes

- a. The use of Contractor-owned Background Information by the Parties shall be free of charge for implementation of the Project established pursuant to this Agreement;

- b. The use of Party-owned Background Information by the Parties shall be free of charge for implementation of the Project;
- c. The use of Contractor-owned Background Information by the Contractors shall be for implementation of the Project, established pursuant to this Agreement, without cost to the Parties;
- d. The use of Party-owned Background Information by other Contractors shall be for implementation of the Project, established pursuant to this Agreement, without cost to the Contractors;
- e. For any other purpose, it shall be subject to the prior written agreement of commercial terms with the Background Information's owner.
- f. When Background Information not owned by a Party or a Contractor is disclosed, the right to use it shall be secured for implementation of the Project, established pursuant to this Agreement, on fair and reasonable terms.
- g. For all other use of Background Information, use shall be on commercial terms as agreed between third party owner and the potential user of the Background Information.
- h. Whenever practicable, the Parties shall require the Contractors to give notification of all Background rights including those of third parties which will be exercised in the performance of the Contract.

5. Liability Limitations

- a. The Parties shall endeavor to secure an indemnity from the Contractor against any liability of the Parties arising from any use of third party rights not authorized by the owner of the rights not directed by the Parties.
- b. The Parties will, in respect of any Background Information provided by a Party to a Contractor for the performance of a contract, hold the Contractor harmless against any liability it may incur during such performance unless such liability arises from a breach of any restrictions notified by the Party.

6. Protection of Project Information

- a. All proprietary Project Information which is properly identified will be appropriately marked and protected against unauthorized disclosure or use.

7. Property Rights

- a. Each Party shall retain all the intellectual property rights attached to its Background Information and shall remain the exclusive owner of such Background Information.
- b. Unless otherwise agreed, each Party shall retain ownership of the Foreground Information it generated, and shall be entitled to acquire all right, title and interest in all countries to such Foreground Information.
- c. Each Party agrees that each Contractor shall retain all the intellectual property rights attached to its Background Information and shall remain the exclusive owner of such Background Information.
- d. Unless otherwise agreed and subject to a Party's laws and regulations on allocation between that Party and its Contractors, each Contractor shall retain

- ownership of the Foreground Information it generated, and shall be entitled to acquire all right, title and interest in all countries to such Foreground Information.
- e. Unless otherwise agreed, each Party shall be entitled to joint ownership of Foreground Information that is generated, created, or invented jointly, and each Party shall be entitled to acquire all rights, title, and interest jointly in all countries to such Foreground Information, according to all applicable laws and regulations.

A.2 INTELLECTUAL PROPERTY MANAGEMENT AND USE OF INFORMATION BETWEEN PARTIES AND PARTICIPANTS

1. Property Rights

- a. Each Party agrees that each Participant shall retain all the intellectual property rights attached to its Background Information and shall remain the exclusive owner of such Background Information.
- b. Unless otherwise agreed in a Project Arrangement or a Teaming Agreement and subject to a Party's laws and regulations on allocation between that Party and its Participants, each Participant shall retain ownership of the Foreground Information it generated, and shall be entitled to acquire all right, title and interest in all countries to such Foreground Information.
- c. If Foreground Information is generated, created or invented jointly by the Participants, the Participants shall be entitled to joint ownership thereof and shall be entitled to acquire all right, title and interest jointly in all countries in proportion to the value of their respective contributions to the Project.

2. Disclosure of Background Information and Foreground Information

- a. Subject to the rights of third parties, each Party shall obtain from its Participants the right to disclose to the other Party any of their Background Information which is necessary to respect their commitments under this Agreement for Government Purposes.
- b. If necessary, each Party shall obtain from its Participants the right to disclose any of their Background Information to other Contractors or Participants to respect their commitments under this Agreement to perform a Project for not commercial purposes. Participants shall be free to make arrangements with the Party or the other Contractors/Participants concerned regarding the disclosure and protection of such Background Information.
- c. Foreground Information generated by a Participant shall be made available to the Parties to respect their commitments under this Agreement for Government Purposes.
- d. Each Party shall obtain from its Participants the right to disclose any of their Foreground Information to other Contractors or Participants to respect their commitments under this Agreement to perform a Project for not commercial purposes. Participants shall be free to make arrangements with the Party or the other Contractors/Participants concerned regarding the disclosure and protection of such Foreground Information.

- e. For other purposes than R&D needs within the framework of this Agreement, each Party shall obtain from its Participants the right to disclose their Background Information and Foreground Information to other Contractors/Participant subject to a Teaming Agreement with the owner of such Background Information or Foreground Information. Participants shall be free to make arrangements with the Party or the other Contractors/Participants concerned regarding the disclosure and protection of such Foreground Information.

3. Rights of Use

- a. Each Party shall obtain from all Participants free rights of use, without any limitation of duration, of the Background Information and Foreground Information for Government Purposes.
- b. Each Party shall obtain from all Participants the free right to grant to other Contractors or Participants a right to use its Background Information and/or Foreground Information to perform a Project for non-commercial purposes. Participants shall be free to make arrangements with the Party or the other Participants/Contractors concerned regarding the right to use such Background Information and/or Foreground Information. For any other purpose, it should be subject to the prior written agreement of commercial terms with the owner(s) of such Background Information and Foreground Information.
- c. The Participants co-owners shall agree among themselves by means of a co-ownership agreement on the allocation and the terms of exercising the ownership of said Foreground Information, consistent with the provisions of this Agreement.