

MEMORANDUM OF UNDERSTANDING

between

the Government of AUSTRALIA
(Implementing Authority: the Department of the Prime Minister
and Cabinet)

and

the Government of the UNITED KINGDOM
(Implementing Authority: the Home Office)

Concerning

National Security and Counter-Terrorism Cooperative Science and
Innovation

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SECTION I – INTRODUCTION AND STATEMENT OF OBJECTIVES

1.1 The Government of Australia, and the Government of the United Kingdom (hereinafter referred to as the Signatories):

- recognising that both countries have independently conducted science and innovation activities relevant to national security and counter-terrorism, and the benefits of cooperation in the mutual exchange of research Information; and
- seeking to make the best use of their countries' respective science and innovation capabilities, to eliminate unnecessary duplication of work and to obtain the most efficient and cost-effective results through cooperation in joint research activities;

have decided to facilitate bilateral cooperation in national security and counter-terrorism science and innovation by means of this Memorandum of Understanding.

1.2 The Signatories acknowledge that this Memorandum of Understanding is not legally binding on the Signatories or Participants. Notwithstanding this, each Signatory intends to implement this Memorandum of Understanding in accordance with its international legal obligations.

SECTION II – DEFINITIONS

Participants means Australian and United Kingdom Government Agencies and Contracting Authorities engaged in collaboration under this Memorandum of Understanding. For the avoidance of doubt, Australian state and territory governments are considered to be Australian Government Agencies for the purposes of this Memorandum of Understanding provided they have been notified as such by the Department of the Prime Minister and Cabinet to the Steering Committee.

Signatories means the parties signing this Memorandum of Understanding, namely, the Government of Australia and the Government of the United Kingdom.

Background Information means any Information not generated or conceived under this Memorandum of Understanding or any of its Annexes.

Contracting Authorities means those UK public sector bodies as defined within the UK Public Contracts Regulations 2006.

Contractor Support Personnel means persons other than Participant employees who supply administrative, managerial, scientific, professional or technical support services to a Participant under a contract with that Participant.

Financial Management Procedures Document means a document, prepared by the Project Officers for any Project involving the transfer of funds from one Participant to the other, which contains the detailed procedures for effecting such transfers in accordance with the financial policies, laws and regulations of the two Participants.

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Foreground Information means any Information which is generated or conceived under this Memorandum of Understanding or any of its Annexes.

Implementing Authority means the Government Agency or Department with responsibility for implementation of this Memorandum of Understanding as designated on the title page of this Memorandum of Understanding or as otherwise notified by the relevant Participant.

Information means any information, knowledge or data, regardless of form or characteristics including but not limited to: that of a scientific or technical nature, experimental and test data, designs, improvements, photographs, software (including source code), reports, manuals, specifications, processes, technical writings, sound recordings, semi-conductor topography, pictorial reproductions, drawings and other graphical representations; whether on computer media or memory, or in whatever form presented, and whether or not subject to copyright or other legal protection.

Intellectual Property Rights means intellectual property rights of whatever nature including patents, registered and unregistered designs, trade marks, copyrights, rights in regard to confidential Information and all other rights in regard to intangible property recognised at law in either Australia or the United Kingdom.

Invention means any invention or discovery formulated or made (conceived or first actually reduced to practice) in the course of work performed under this Memorandum of Understanding or its Annexes. The term "first actually reduced to practice" means the first demonstration, sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.

National Security and Counter-Terrorism means any activities that relate to the protection of the public from terrorist or other malicious attack or natural or accidental act. This would include the protection of Critical National Infrastructure such as computer and telecommunication networks and assets deemed to be important to the everyday civil life.

Project means a project as specified in an Annex to this Memorandum of Understanding involving work by one or both Participants and/or contractors and the provision of Information derived from that work by one Participant to the other. Projects may take the form of, but are not limited to: research projects, demonstrator projects and trials projects.

Project Officers means the person(s) identified as the Project Officer for a Project within an Annex.

Third Party means any person, body or government other than the Participants. Government agencies of a Participant are not considered to be Third Parties. For the avoidance of doubt, Contractor Support Personnel are not considered to be a "Third Party".

SECTION III - OBJECTIVES

3.1 The objective of this Memorandum of Understanding is to establish a framework to encourage, develop and facilitate bilateral cooperative activity in science and technology that contributes to the National Security and Counter-Terrorism activities of both Signatories. This will encompass research, technology development and testing of technologies relating to National Security and Counter-Terrorism through:

3.1.1 systematic and comprehensive studies of a theoretical and experimental nature; and

3.1.2 the practical application of engineering and scientific knowledge.

3.2 This cooperation may include, amongst others, the thematic areas of:

3.2.1 border and transport security;

3.2.2 Chemical, Biological, Radiological, Nuclear and Explosives countermeasures (CBRNE);

3.2.3 cyber and electronic security;

3.2.4 emergency management and command and control systems;

3.2.5 intelligence, interdiction and surveillance;

3.2.6 physical and critical infrastructure resilience (including interdependency analyses);

3.2.7 social resilience (including community resilience and counter-violent extremism);

3.2.8 systems integration; and

3.2.9 the development and implementation of threat and vulnerability assessments.

3.3 In addition, the Signatories will keep each other informed about their national research and development plans which are relevant to the objectives of this Memorandum of Understanding set out at paragraphs 3.1 and 3.2 above, with a view to identifying potential areas for further collaboration. The Signatories will examine whether and to what extent collaboration can occur on investment in research and development, including trials.

3.4 The Signatories will investigate how their national research and technology projects, which are relevant to the objectives of this Memorandum of Understanding set out at paragraphs 3.1 and 3.2 above, including the use of facilities, can be more effectively coordinated to reduce duplication of effort and to facilitate the free exchange of Information.

3.5 The means of achieving these objectives may be implemented in the following forms:

3.5.1 exchange of Information;

3.5.2 joint research;

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- 3.5.3 conduct of joint trials/experiments;
- 3.5.4 project harmonisation;
- 3.5.5 exchanges and/or attachments of personnel;
- 3.5.6 exchange of materials and/or equipment;

and other forms of cooperation for achieving the objectives of this Memorandum of Understanding, as may be mutually arranged by Participants.

Information Exchange (exchange of Information in existence as a result of work carried out by a Participant not under this Memorandum of Understanding)

3.6 Information exchange will take place between Participants on an equitable, balanced and reciprocal basis. Subject to compliance with Participants' respective national laws, policies and regulations and relevant paragraphs of this Memorandum of Understanding, this Memorandum of Understanding provides for the exchange of Information which is relevant to the objectives of this Memorandum of Understanding set out at paragraphs 3.1 and 3.2 above for the purpose of harmonising the Signatories' and Participants' respective science and technology requirements and for formulating, developing and negotiating Annexes to this Memorandum of Understanding.

Projects (a piece of work to be carried specifically under this Memorandum of Understanding)

3.7 Prior to the conduct of a Project under this Memorandum of Understanding for any purpose, particularly those in which the sole purpose of the activity is to obtain mutual benefit from the evaluation of exchanged Information, the Participants will draft an Annex, outlining the Project, which will conform to the model attached at Appendix A to this Memorandum of Understanding.

3.8 Once signed, Annexes will constitute an integral part of this Memorandum of Understanding and in case of dispute between the provisions of this Memorandum of Understanding and any Annex, the provisions of this Memorandum of Understanding will be determinative. The Participants will conduct each Project in accordance with this Memorandum of Understanding and the relevant Annex.

SECTION IV - MANAGEMENT

4.1 The Signatories hereby establish a Steering Committee for this Memorandum of Understanding comprising the following (or their equivalents in the event of reorganisation):

For Australia: First Assistant Secretary, Defence, Intelligence and Research Coordination Division (Lead); and
Assistant Secretary, National Security Science and Technology Branch

For the UK: Director Prepare, Protect, CBRNE and CT Science, Office for Security and Counter-Terrorism (Lead); and

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Deputy Director, Science and Technology

4.2 The Steering Committee will be responsible for:

- 4.2.1 implementing this Memorandum of Understanding and exercising executive-level oversight;
- 4.2.2 ensuring opportunities for cooperation are actively sought;
- 4.2.3 approving Annexes under this Memorandum of Understanding;
- 4.2.4 approving amendments to this Memorandum of Understanding;
- 4.2.5 identifying and approving Participants and ensuring appropriate management and financial structures for Projects; and
- 4.2.6 ensuring activities carried out under this Memorandum of Understanding are providing real benefit to both Signatories.

4.3 The Steering Committee will meet at such times as deemed necessary by either party in order to fulfil its responsibilities and review the progress of cooperation under this Memorandum of Understanding.

- 4.3.1 Meetings will be held alternately in the countries of the Signatories or as otherwise decided by the Steering Committee, and the representative of the host Signatory will chair the meeting. Secretarial support will be provided by the host Signatory.
- 4.3.2 Where members of the Steering Committee are unable to attend meetings, they may nominate an alternative representative of suitable seniority.

4.4 The Signatories will designate national points of contact for cooperative activities carried out under this Memorandum of Understanding.

4.5 For any cooperative activity set up under an Annex to this Memorandum of Understanding, the Participants will appoint Project Officers who will prepare reports on their work programme at yearly intervals and at the end of the work programme. The reports will specifically include a summary of the work carried out, any problems being experienced and proposed changes in the programme. Copies of such reports will be provided to the Steering Committee.

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SECTION V - FINANCIAL

5.1 Subject to the availability of funds and relevant authorisations, each Signatory will meet its own costs for performing, managing and administering its responsibilities pursuant to this Memorandum of Understanding (including in accordance with Section VIII) and each Participant will meet its own costs for undertaking its share of work under each Annex as indicated in that Annex, in accordance with the provisions of this Memorandum of Understanding and any relevant Annex.

5.2 A Participant will promptly notify the other Participant if available funds are not adequate to fulfil the provisions of this Memorandum of Understanding or an Annex. If a Participant notifies the other Participant that it is terminating or reducing its funding for work under this Memorandum of Understanding or an Annex then both Participants will immediately consult with a view towards continuation on a changed or reduced basis.

5.3 This Memorandum of Understanding, in and of itself, creates no financial or non-financial responsibilities regarding individual Annexes; however detailed descriptions of the intended financial arrangements for any specific Project including, as a minimum, the total cost of the Project and each Participant's share, will be contained in the Annex.

5.4 Costs associated with any unique national requirements identified by a Participant, will be borne entirely by that Participant as indicated in the relevant Annex.

5.5 For each Annex involving an exchange of funds, the Project Officers will be responsible for establishing a Financial Management Procedures Document (FMPD) under which the Project will operate, within thirty (30) days of the effective date of the Annex. This FMPD will establish the financial management of the exchanged funds.

5.6 Subject to the availability of nationally appropriated funds and relevant authorisations, national laws, policies and regulations, each Participant will provide funds for each Project in accordance with the estimated schedule of financial contributions.

5.7 Each Participant will be responsible for the audit of the activities for which it is responsible pursuant to an Annex in accordance with its own national practices. For Annexes where funds are transferred from one Participant to the other, the receiving Participant will be responsible for the internal audit regarding administration of the other Participant's funds in accordance with its own national practices, subject to any relevant national laws, policies or regulations of the providing Participant where possible. Audit reports of such funds will be promptly made available by the receiving Participant to the providing Participant.

SECTION VI CONTRACTING

6.1 If either Participant determines that contracting is necessary to fulfil that Participant's responsibilities under an Annex, then that Participant will contract in accordance with its respective national laws, regulations and practices with such waivers and deviations as its practices permit and as are deemed necessary to implement the provisions of this Memorandum of Understanding. When one Participant individually engages a contractor to undertake a task under an Annex, it will be solely

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responsible for its own contracting, and the other Participant will not be subject to any liability arising from such contracts without its prior written consent.

6.2 Each Participant will negotiate to obtain the rights to use and disclose Information required by Section IX (DISCLOSURE AND USE OF INFORMATION). Each Participant will include in its contracts and require its contractors to insert in their subcontracts suitable provisions to satisfy the requirements of this Memorandum of Understanding, including Section VII (SECURITY AND VISITS), Section IX (DISCLOSURE AND USE OF INFORMATION) and Section X (THIRD PARTY SALES AND TRANSFERS). During the negotiation process, a contracting Participant will advise prospective contractors of the obligation to notify the respective contracting Participant immediately the prospective contractor becomes aware that it is subject to any licence or agreement that will restrict the Participants' freedom to disclose Information or permit its use. The contracting Participant will also advise prospective contractors not to enter into any new agreement or arrangement that will result in restrictions. The contracting Participant will also seek to ensure that any contract with a contractor includes provisions that impose these requirements on the contractor.

6.3 In the event that a contracting Participant is unable to secure adequate rights to use and disclose Information as required by Section IX (DISCLOSURE AND USE OF INFORMATION), or is notified by contractors or potential contractors of any restrictions on the use or disclosure of Information, that Participant will notify the other Participant of the restrictions.

6.4 Each Participant will promptly advise the other Participant of any cost growth, schedule delay, or performance problems of any contractor for which it is the contracting Participant which may affect a Project.

SECTION VII - SECURITY AND VISITS

7.1 Each Participant will assume responsibility for safeguarding all classified Information and material provided to it by the other Participant, in accordance with its own national security regulations. Such material will not be disclosed to a Third Party without the written consent of the originating Participant.

7.2 The maximum level of security classification of Information and material exchanged between the Participants will be Top Secret.

7.3 All releases of classified Information and material to Australian industry and other Australian Third Parties are to be made through the Department of the Prime Minister and Cabinet. All releases of classified material to British industry or other British Third Parties are to be arranged through the Home Office. Only facilities cleared to the appropriate level will be considered for such releases.

7.4 Information and material generated jointly by or for the Participants under this Memorandum of Understanding will be classified jointly by the Project Officers of both Participants. If a question arises concerning the classification of any new Information or material, that Information or material will be provisionally classified SECRET and the matter will be referred immediately for resolution to appropriate security authorities of both Participants via the designated Project Officers.

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7.5 Visits by employees of facilities of one Participant to any participating facility of the other will be coordinated through the Project Officers and will conform with established visit procedures including those specified under this Memorandum of Understanding.

7.6 All visiting personnel will comply with the 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 Memorandum of Understanding.

7.7 Attachments or exchanges of officers of one Participant to a facility of the other will be preceded by a timely visit clearance request by the receiving facility supported by a certificate of security clearance from the officers' security department and other details pertinent to the attachment or exchange.

SECTION VIII - CLAIMS AND LIABILITIES

8.1 Each Participant waives all claims against the other Participant in respect of damage or injury (including injury resulting in death) caused to its personnel and/or its property by personnel or agents of that other Participant arising out of, or in connection with, the execution of this Memorandum of Understanding. If however, such damage results from unlawful acts or omissions, wilful misconduct or gross negligence of a Participant, its personnel, contractors or agents, the costs of any liability will be borne by that Participant alone.

8.2 Claims from Third Parties for damage of any kind caused by one of the Participants' personnel, contractors or agents will be processed by the most appropriate Participant, as determined by and in consultation with the Participants. The cost incurred in satisfying such claims will be borne in proportion to the contribution to the relevant Project made by each Participant. If, however, such liability results from unlawful acts or omissions, wilful misconduct or gross negligence of a Participant, its personnel, contractors or agents, the cost of any liability will be borne by that Participant alone.

8.3 In the case of damage caused to or by the common property of the Participants, where the cost of making good such damage is not recoverable from a Third Party or Contractor Support Personnel, such cost will be borne in proportion to the contribution to the relevant Project made by each Participant.

8.4 For the purposes of this Section VIII, liability will be considered to have resulted from the unlawful acts or omissions, wilful misconduct or gross negligence of a Participant, its personnel, contractors or agents, if the Participants so concur or it is so determined by a process mutually determined by them.

SECTION IX DISCLOSURE AND USE OF INFORMATION

GENERAL

9.1 The Participants recognise that successful collaboration depends on full and prompt exchange of Information necessary to carry out such collaborative activities. Therefore Participants will look to provide Information to the other to further the Objectives of this Memorandum of Understanding provided that:

9.1.1 any such sharing will be at the discretion of the particular Participant; and

9.1.2 the Participant will endeavour to share all Information relating or relevant to a mutually determined Project.

9.2 All sales, transfers of title, disclosures or transfers of possession of Information by Participants to Third Parties, other than the disclosure of Information to contractors and Contractor Support Personnel for Government purposes, will be subject to the provisions of Section X (THIRD PARTY SALES AND TRANSFERS).

9.3 Other than as provided for in paragraph 9.6 or 9.7, no transfer of ownership of Information will take place between the Participants under this Memorandum of Understanding.

9.4 By way of exception to Section VIII, should the receiving Participant acknowledge, or should the disclosing Participant believe, that misuse of Information has occurred then the Participants will confer to investigate the matter and decide whether the receiving Participant should make financial or other reparation to the injured owner of the Information (whether the disclosing Participant or its contractor).

9.5 Unclassified Information and material resulting from this Memorandum of Understanding which may be suitable for publication in scientific or technical journals will first be specifically cleared for public disclosure following an exchange of letters through the Project Officers prior to any public disclosure.

INFORMATION EXCHANGE

Disclosure and Use of Information

9.6 The disclosure and use provisions which govern exchange of Information to meet the Objectives of this Memorandum of Understanding (Section III) are as follows:

9.6.1 Disclosure: At its discretion, the furnishing Participant may disclose Information to the other Participant. Prior written permission from the furnishing Participant will be required for further disclosure of the Information by the receiving Participant to any Third Party. Such permission will not be required, however, to disclose the Information to the receiving Participant's Contractor Support Personnel provided they are suitably cleared and trusted parties with a sufficient need to know and role in the project.

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9.6.2 Use: Use of Information disclosed under paragraph 9.5.1 will be for information and evaluation purposes only. Prior written permission from the furnishing Participant will be required for any other use.

9.7 Information will be exchanged only where it may be so done without incurring liability to holders of Intellectual Property Rights and where disclosure is consistent with the applicable national laws, policies and regulations of the disclosing Participant.

Marking of Information

9.8 All Information disclosed under this Memorandum of Understanding (including an Annex) will be marked by the disclosing Participant with a notice or legend indicating the identity of the disclosing Participant, that the Information is exchanged under this Memorandum of Understanding, the security classification (Section VII), and that the Information concerned is disclosed in confidence for information and evaluation purposes only. However should a Participant receive from the other Participant Information which is not marked as aforesaid but is believed to have been provided under this Memorandum of Understanding, then the Participants will consult as to the status of the Information before dealing with it in any way contrary to the provisions of paragraphs 9.6 to 9.7 above.

PROJECTS

9.9 The disclosure and use provisions which govern individual Projects to meet the Objectives of this Memorandum of Understanding (Section III) are set out below, unless for the purposes of a particular Project the Participants specify that under paragraph 9.11 special provisions are detailed in the relevant Annex.

Background Information

9.10 Unless a Project Annex provides otherwise each Participant will disclose to the other, promptly and without charge, all Background Information which is or has been generated by it, or which has been delivered by its contractors, provided that:

9.10.1 such Background Information is necessary to or useful in the Project, or for the use of the results of a Project, with the disclosing Participant determining whether it is "necessary" or "useful";

9.10.2 such Background Information may be made available without incurring liability to holders of Intellectual Property Rights; and

9.10.3 disclosure of it is consistent with the national laws, policies and regulations of the disclosing Participant.

9.11 Receiving Participants may use such Background Information or have it used without charge for the purpose of conducting the Project and for using results of that Project unless the use of such Background Information is specifically limited by the provisions of the relevant Annex.

Foreground Information

9.12 Unless a Project Annex provides otherwise each Participant will disclose to the other, promptly and without charge, all Foreground Information generated by or for that Participant.

9.13 A Participant receiving Foreground Information may use it and have it used without charge for its Government purposes.

9.14 Where Foreground Information is jointly generated by or for both Participants, then each Participant will have the right to receive that Foreground Information, promptly and without charge, and to use and have used such Information without charge for its Government purposes. Use by either Participant for any other purpose will be subject to the prior approval of the other Participant.

Inventions and Patents

9.15 The ownership of IPR created by way of international cooperation is very complex and fact dependent and so whilst a series of principles are identified, Participants will work together to decide upon the most appropriate manner of dealing with any inventions.

9.16 Each Participant will include in all its contracts, provisions governing the disposition of rights in regard to Inventions and patents relating thereto, which either:

9.16.1 provides that the Participant will hold title to all Inventions under those contracts, together with the right to make patent applications for the same, free of encumbrance from the contractor; or

9.16.2 provides that the contractor will hold title (or may elect to retain title) to Inventions developed under those contracts, together with the right to make patent applications for the same, whilst securing for both Participants non-exclusive irrevocable royalty-free licences under all patents secured for those inventions to practice or have practised the patented Inventions for Government Purposes throughout the world.

9.17 The principles of paragraphs 9.18 to 9.21 should be taken into account in regard to patent rights for all Inventions made by a Participant's employees or Contractor Support Personnel in performance of their work under an Annex including those within Participant facilities and for all Inventions resulting from contracts placed by a Participant for which the Participant holds title or is entitled to acquire title.

9.18 Where a Participant has or can secure the right to file a patent application with regard to an Invention, the Participant will consult the other Participant regarding the filing of such a patent application. If a Participant, having filed or caused to be filed a patent application, decides to stop prosecution of the application, that Participant will notify the other Participant of that decision and permit the other Participant to continue the prosecution.

9.19 Where an Invention is developed jointly by or on behalf of both Participants, the Participants may mutually decide that one Participant should hold all patent rights therein. In this event the other Participant will take all steps necessary at its own expense to assign its rights in the Invention to the filing Participant for the purpose of the patent application. Decisions on filing and prosecuting such

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patent applications, maintaining and enforcing patent rights exploiting patent rights and allocating costs associated with these activities will be made by mutual written understanding of the Participants.

9.20 Each Participant will furnish the other Participant with copies of any patent applications filed and patents granted in connection with Inventions.

9.21 Unless otherwise mutually decided in writing by the Participants, each Participant will grant to the other Participant a non-exclusive, irrevocable, royalty-free licence under its patents for Inventions to practise and have practised the patented Inventions for Government Purposes throughout the world.

9.22 Each Participant will notify the other Participant of any patent infringement claims made in its territory arising in the course of work performed under this Memorandum of Understanding. Insofar as possible, the other Participant will provide Information available to it that may assist in defending the claim. Each Participant will be responsible for handling all patent infringement claims made in its territory and will consult with the other Participant during the handling and prior to any settlement, of such claims and will seek to comply with any relevant national policies of the other Participant where the management of the infringement claim impacts on the other Participant. The Participants will, in accordance with their national laws and practice, give their authorisation and consent for all use and manufacture in the course of work performed of any Invention covered by a patent issued by their respective countries.

SECTION X - THIRD PARTY SALES & TRANSFERS

INFORMATION EXCHANGE

10.1 Subject to Section IX and paragraph 10.2, a Participant will not sell, transfer title to, transfer possession of or otherwise disclose Information received under this Memorandum of Understanding to any Third Party without the prior written consent of the Participant which provided such Information. The disclosing Participant will be solely responsible for authorising any transfers and where applicable, specifying the method and conditions for implementing any transfers.

Projects

10.2 Each Participant will retain the right to sell, transfer title to, disclose or transfer possession of Foreground Information generated in a Project which is:

10.2.1 generated solely by either the Participant or that Participant's contractors in the performance of that Participant's responsibilities under this Memorandum of Understanding or an Annex; and

10.2.2 any such sharing will be at the discretion of the particular Participant; and which does not include any Background Information of the other Participant.

10.3 In the event questions arise whether the Foreground Information that a Participant intends to sell,

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transfer title to, disclose or transfer to a Third Party is within the scope of 10.2a above, the matter will be brought to the immediate attention of the other Participant. The Participants will resolve the matter prior to any sale or other transfer of such Foreground Information to a Third Party.

10.4 Except to the extent permitted in paragraph 10.2 above, the Participants will not sell, transfer title to, disclose or transfer possession of Foreground Information to any Third Party without the prior written consent of the other Participant. Furthermore, neither Participant will permit any such sale, disclosure, or transfer, including by the owner of the Information, without the prior written consent of the other Participant. Such consent will not be given unless the government of the intended recipient provides a written undertaking that it will:

10.4.1 not retransfer, or permit the further retransfer of, any equipment or Information provided; and

10.4.2 permit the use of the equipment or Information provided only for the purposes specified by the Participants.

10.5 A Participant will not sell, transfer title to, disclose or transfer possession of equipment or Background Information provided to it by the other Participant under this Memorandum of Understanding to any Third Party without the prior written consent of the Participant which provided such equipment or Information. The originating Participant will be solely responsible for authorising such transfers and, as applicable, specifying the method and conditions for implementing such transfers.

10.6 Reasons for withholding consent for Third Party sales and transfers of Foreground Information not already dealt with in paragraph 10.2 above include matters of foreign policy, national security, national laws and failure to comply with paragraph 10.4. No Participant will refuse approval of a sale or transfer to a Third Party when it would be willing to sell or transfer such to the same Third Party.

SECTION XI - CUSTOMS DUTIES, TAXES AND SIMILAR CHARGES

11.1 Insofar as existing laws and regulations permit, the Participants will ensure that readily identifiable taxes, customs duties and similar charges or quantitative restrictions on imports and exports will not be imposed in connection with this Memorandum of Understanding. The Participants will administer all taxes, duties and/or other government charges in the manner most favourable to the satisfactory execution of the arrangements described in this Memorandum of Understanding. If customs duties or identifiable taxes are levied, they will be borne by the Participant by whose nation they are levied.

SECTION XII - EQUIPMENT AND MATERIAL TRANSFERS

12.1 Subject to import and export controls, each Participant may loan without charge to the other Participant equipment and material necessary for carrying out activities as described in Section III (OBJECTIVES) of this Memorandum of Understanding.

12.2 Equipment and material loaned for an activity under this Memorandum of Understanding will be used by the receiving Participant only for the purposes of that activity. Equipment and material will remain the property of the providing Participant. In addition, the receiving Participant will maintain equipment and material in good order, repair, and operable condition and will return it in operable condition and in as good condition as received, normal wear and tear excepted, unless the providing Participant has approved in the Annex the expenditure or consumption of equipment and/or material as necessary for the purposes of that Annex. Such expenditure or consumption will be without reimbursement to the providing Participant. However, the receiving Participant will bear the cost of any damage to (other than normal wear and tear) or loss of equipment or material loaned to it that is not approved for expenditure or consumption. In no event will such cost exceed replacement cost less an amount determined by the Participants to represent reasonable wear and tear.

12.3 Any loan of equipment and/or material identified at the time of Annex signature will be detailed in the relevant Annex as set out in Appendix A to this Memorandum of Understanding. Equipment and/or material which cannot be identified at the time of the Annex signature will be documented in a list to be developed and maintained by the Project Officers in the format of the Equipment and Material Transfer Form at Appendix B to this Memorandum of Understanding. Approval for all loans will be in accordance with the providing Participant's relevant procedures.

12.4 The Participants will make every effort to ensure that the equipment and material is furnished in a serviceable and usable condition according to its intended purpose. However, the providing Participant makes no warranty or guarantee of fitness of the equipment or material for a particular purpose or use, and makes no commitment to alter, improve or adapt the equipment or material or any part thereof.

12.5 The providing Participant will transfer the equipment or material for the transfer period stated in the Annex or Equipment and Material Transfer Form. The providing Participant may terminate a loan at any time.

12.6 The providing Participant will make available the equipment and material to the receiving Participant at the location(s) mutually approved. Responsibility for the equipment and material will pass from the providing Participant to the receiving Participant at the time of receipt. Any further transportation is the responsibility of the receiving Participant. The responsibility for meeting any costs arising from this process will be detailed in the relevant Annex or Equipment and Material Transfer Form.

12.7 The providing Participant will furnish the receiving Participant with such Information as is necessary to enable the equipment and material to be used.

12.8 The receiving Participant will inspect and inventory the equipment and material upon receipt. The receiving Participant will also inspect and inventory the equipment and material prior to its return (unless the equipment and material is expended or consumed).

12.9 The receiving Participant will provide written notice of consumption or expenditure of the equipment or material in a form determined by the providing Participant. In the event that intended consumption or expenditure does not occur, or upon expiry or termination of the loan, the receiving Participant will, unless otherwise determined by the providing Participant, return the equipment and material to the providing Participant at a mutually approved location.

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12.10 National procedures for an equipment and material transfer may require a test report, delivered free of charge, by the receiving Participant to the providing Participant. Such a requirement will be stated in the relevant Annex or Equipment and Material Transfer Form.

12.11 Any equipment and material loaned under this Memorandum of Understanding will only be used by the receiving Participant in accordance with the provisions of the relevant Annex or Equipment and Material Transfer Form.

Disposal

12.12 Any equipment and material which is jointly acquired for use under this Memorandum of Understanding will be disposed of as mutually approved by the Participants.

SECTION XIII - EXCHANGE OF PERSONNEL

13.1 Exchanges of personnel to be carried out under the provisions of Section III (OBJECTIVES) of this Memorandum of Understanding may be subject to separate contractual arrangements relevant to staff transfer, and so this Section provides for a set of guiding principles.

13.2 Exchanges will be restricted to employees of the Participants.

13.3 Exchange personnel will not act in a general liaison capacity, but will perform specific work and duties as mutually determined by each Participant and set out in the relevant Annex.

13.4 The receiving Participant will be responsible for the following:

13.4.1 Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the receiving Participant.

13.4.2 Costs incurred as a result of a change in location of work ordered by the receiving Participant.

13.4.3 Costs for the use of facilities and equipment necessary for the performance of tasks assigned to exchange personnel.

13.5 The sending Participant's responsibilities will include all other costs and expenses of exchanged personnel including:

13.5.1 all pay and allowances and all statutory or other entitlements associated with the employment of exchanged personnel;

13.5.2 travel to and from the country of the receiving Participant, except for travel covered by sub-paragraph 13.4.1.;

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13.5.3 all temporary duty costs, including travel costs, when the duty is carried out at the request of the sending Participant;

13.5.4 compensation for loss of, or damage to, the personal property of exchange personnel or their dependants;

13.5.5 the movement of dependants and household effects of exchange personnel;

13.5.6 preparation and shipment of remains and funeral expenses in the event of the death of exchange personnel or their dependants; and

13.5.7 all expenses in connection with the return of exchange personnel whose assignment has been terminated, along with their dependants.

13.6 The receiving Participant will inform the exchange personnel of all the security laws, regulations and procedures of the government of the receiving Participant, and all Classified Information made available to exchange personnel will be subject to all the provisions and safeguards of Section VII (SECURITY AND VISITS) of this Memorandum of Understanding. Exchange personnel must have a security clearance appropriate for the facility being visited and the work being carried out.

13.7 The general restrictions, conditions and privileges applicable to exchange personnel (such as leave entitlements) will be mutually determined in advance by the Participants. The receiving Participant will be responsible for advising exchange personnel of any orders, regulations, customs or practices with which they will be required to comply by virtue of their exchange.

13.8 The receiving Participant will ensure that exchange personnel are fully cognisant of applicable laws and regulations concerning the protection of proprietary Information (such as patents, copyrights, know-how and trade secrets), and Classified Information to which access might be gained both during and after termination of an exchange. Prior to taking up assigned duties, the appropriate documentation will need to be signed and exchanged.

SECTION XIV - DURATION AND TERMINATION

14.1 This Memorandum of Understanding will come into effect from the date of the last signature and will remain in effect for ten (10) years from that date.

14.2 This Memorandum of Understanding may be extended or terminated by mutual consent of the Signatories in writing. In the event that both Signatories decide to terminate, the Signatories will consult prior to the date of termination to ensure termination on the most economic and equitable terms. This Memorandum of Understanding may be terminated by one Signatory after having given the other Signatory six (6) months written notice of its intention to do so. During the period between the notification of the intention to terminate this Memorandum of Understanding and the effective date of termination, the Signatories will consult about the most satisfactory arrangements to be made to conclude the activities of this Memorandum of Understanding in an orderly fashion. In the event of termination of this Memorandum of Understanding, each Signatory will be responsible for meeting the

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whole of its own costs arising from such termination.

14.3 All provisions of this Memorandum of Understanding will continue to apply during the period of notification of termination.

14.4 The respective rights and responsibilities of the Signatories and Participants regarding Section VII (SECURITY AND VISITS), Section VIII (CLAIMS AND LIABILITIES), Section IX (DISCLOSURE AND USE OF INFORMATION), Section X (THIRD PARTY SALES AND TRANSFERS) and Section XV (SETTLEMENT OF DISPUTES) will continue notwithstanding termination or expiry of this Memorandum of Understanding or any of its Annexes.

14.5 All Annexes form an integral part of this Memorandum of Understanding and will terminate if this Memorandum of Understanding is terminated.

14.6 Annexes may be extended or terminated by mutual consent of the Participants in writing. In the event that both Participants decide to terminate, the Participants will consult prior to the date of termination to ensure termination on the most economic and equitable terms. The Annex may be terminated by one Participant after having given the other Participant three (3) months (in respect of termination of an Annex) written notice of its intention to do so. During the period between the notification of the intention to terminate the Annex and the effective date of termination, the Participants will consult about the most satisfactory arrangements to be made to conclude the activities of the Annex in an orderly fashion. Each Participant will make available to the other Participant any Foreground Information generated prior to termination and which has not already been provided to that Participant prior to the effective date of termination. Each Participant will retain the benefits they have acquired up to the effective date of termination. In the event of termination of an Annex, each Participant will be responsible for meeting the whole of its own costs arising from such termination, including the costs arising from the termination of its own contracts.

14.7 Before the nominal expiry date of this Memorandum of Understanding, the Signatories will consult to determine whether it should be terminated, extended or superseded by another Memorandum of Understanding.

SECTION XV - SETTLEMENT OF DISPUTES

15.1 Any disputes regarding the interpretation or application of this Memorandum of Understanding will be resolved by consultation between the Signatories or their nominated representative and will not be referred to any national or international tribunal or any other Third Party for settlement.

15.2 Subject to paragraph 15.1, any disputes that relate to an Annex will be referred to the Steering Committee in the first instance for amicable settlement. The Steering Committee may call upon relevant expert advice where necessary. Paragraph 15.2 does not apply to appendices.

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SECTION XVI - AMENDMENT

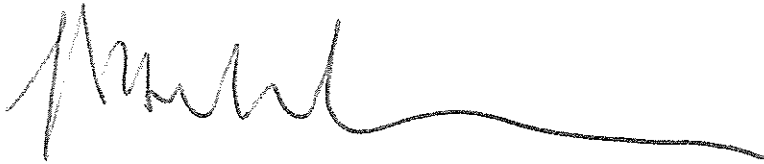
16.1 This Memorandum of Understanding may be modified at any time by a written amendment signed by both Signatories.

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SECTION XVII - SIGNATURE

17.1 The foregoing represents the understandings reached between the Government of Australia and the Government of the United Kingdom on the matters referred to therein and is signed in duplicate.

For the Government of the United Kingdom



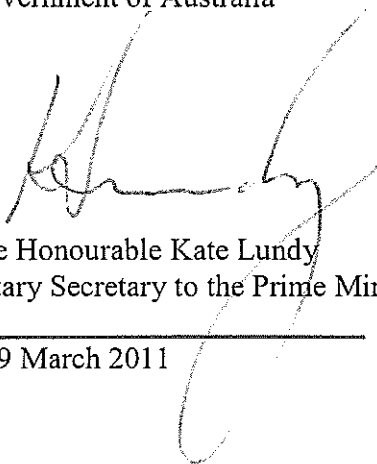
His Excellency Paul Madden
High Commissioner of the United Kingdom of Great Britain and Northern Ireland

On behalf of

Rt Hon Baroness Neville-Jones DCMG PC
Minister of State for Security and Counter-Terrorism

Canberra, 9 March 2011

For the Government of Australia



Senator the Honourable Kate Lundy
Parliamentary Secretary to the Prime Minister

Canberra, 9 March 2011

ANNEX NUMBER

to the

Memorandum of Understanding

between

the Government of Australia

and

the Government of the United Kingdom

Concerning

Cooperation in Research and Innovation in the areas of National Security and Security and Counter-Terrorism

[Insert Full Title of the Project]

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[Appendix 1 - Personnel - Certificate of Conditions & Responsibilities]
[for *Exchange of Personnel only*]

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SECTION I

INTRODUCTION

This Annex is entered into pursuant to this Memorandum of Understanding between the Government of Australia and the Government of the United Kingdom, dated *[insert date]*, the provisions of which are hereby incorporated by reference.

SECTION II

DEFINITIONS

[Define here only those terms which are not defined in this Memorandum of Understanding]

SECTION III

PARTICIPANTS

3.1 The UK Participants are.....

3.2 The Australian Participants are.....

SECTION IV

OBJECTIVES

4.1 The objectives of thisproject are as follows:

4.1.1.....

4.1.2.....

4.1.3.....

[insert as many sub-paragraphs as necessary]

SECTION V

SCOPE OF WORK

5.1 The following work will be carried out under this Annex:

5.1.1.....

5.1.2.....

5.1.3.....

[Insert as many sub-paragraphs as necessary]

SECTION VI

SHARING OF TASKS

6.1 The sharing of tasks will be as follows:

6.1.1 The UK Participant will.....

6.1.2 The Australian Participant will.....

6.1.3 The Participants will jointly

SECTION VII

BREAKDOWN AND SCHEDULE OF TASKS

[To be used when the tasks covered will breakdown into phases requiring identification of milestones or decision points]

7.1 The Project will be carried out according to the following schedule:

<u>Phase 1</u>	<u>Start</u>	<u>End</u>
(Description)		
(Milestone 1)		

<u>Phase 2</u>	<u>Start</u>	<u>End</u>
(Description)		
(Milestone 2)		

<u>Phase 3</u>	<u>Start</u>	<u>End</u>
(Description)		
(Milestone)		

[Add as many phases as necessary]

7.2 The final report for this Project will be transmitted to the Project Officers [...] months before the expiry date of this Annex.

SECTION VIII

MANAGEMENT

8.1 UK Project Officer (PO)

Title/Position

Organisation

Address.....

8.2 Australian Project Officer (PO)

Title/Position

Organisation.....

Address.....

8.3 Additional Management Procedures

[Add any procedures specific to this Annex which are not already covered in Section IV of this Memorandum of Understanding]

SECTION IX
CLASSIFICATION

[Select one of the following]

9.1 No Classified Information or material will be exchanged under this Annex

or

9.2 The highest level of Classified Information or material which may be exchanged under this Annex is *[insert classification level]*

SECTION X
CONTRACTS

[Insert any contracting provisions specific to this Annex. If none, insert "none"]

SECTION XI
FINANCIAL ARRANGEMENTS

11.1 The Participants estimate that the total cost of performance of work under this Annex will not exceed A \$X and UK £Y.

11.1.1 The Australian tasks will not exceed [...] A\$

11.1.2 The UK tasks will not exceed [...] UK£

Special Financial Provisions

[Here insert any special financial provisions such as the requirement for a FMPD)].

SECTION XII
SPECIAL PROVISIONS

12.1 *[Here insert any special IPR or personnel provisions]*

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SECTION XIII

EQUIPMENT AND MATERIAL TRANSFERS

[This section to be used where necessary for loans and transfers of equipment and/or material]

13.1 The loan of the following equipment and/or materials is necessary for the performance of obligations regarding this Annex. Equipment and/or material is to be loaned only for the purposes set out in Section III (Objectives) of this Annex.

13.2 The following equipment and/or material will be transferred by the providing Participant to the receiving Participant under this Annex:

[Complete as appropriate]

<u>Providing Participant</u>	<u>Receiving Participant</u>	<u>Quantity</u>	<u>Description</u>	<u>Stock No.</u>	<u>Approx Value</u>	<u>Classification Of Item</u>
------------------------------	------------------------------	-----------------	--------------------	------------------	---------------------	-------------------------------

13.3 Transfer and Delivery. The providing Participant will transfer the equipment and/or material listed above for *[insert number of months]* from *[insert start date]* unless this period is extended or otherwise varied by mutual written consent. The providing Participant will make the equipment and/or material available at *[insert location]* and custody and responsibility for further movement will pass to the receiving Participant upon receipt of the equipment and/or material.

13.4 On completion of the whole period of the transfer, including any extension(s), the receiving Participant will return the equipment and/or material to the providing Participant at *[insert location]* unless the equipment and/or material is lost, unintentionally destroyed or damaged beyond repair, in which case the receiving Participant will issue a Certificate of Loss/Destruction/Irreparable Damage to the providing Participant in a form determined by the providing Participant(s). Likewise, if the equipment and/or material was intended to be consumed during the performance of this Annex, and was so consumed, the receiving Participant will provide a written notice of its consumption to the providing Participant in a form agreed to by the providing Participant(s).

SECTION XIV

ENTRY INTO EFFECT, DURATION AND TERMINATION

This _____ Annex will enter into effect upon the date of last signature below, and will remain in effect for [.....] years unless terminated by mutual consent of the Participants in writing. It may at any time be extended by mutual consent of the Participants in writing.

Signature
Role
Australian Lead Participant Organisation

Signature
Role
UK Lead Participant Organisation

Signature
First Assistant Secretary

Defence, Intelligence and Research Coordination Division
Department of the Prime Minister and Cabinet

Signature
Director Prepare, Protect, CBRNE and CT
Science, Office for Security and
Counter-Terrorism
Home Office

Date

Date

EQUIPMENT AND MATERIAL TRANSFER NO. (insert no. to be assigned by Providing Participant)

between

(insert titles of the providing and receiving Participant Organisations of the transfer)

Note: A single Equipment and Material Transfer Form may be used to document transfers among Participants, even if the proposed transfer will entail Multiple Equipment and Material items being transferred among multiple Participants. For multiple item transfers among multiple Participants, ensure that paragraph 1.1 of this E&MT Form contains a complete description of all proposed transfers. This transfer form is a guide, which may require adaptation to comply with national procedures provided that all modifications are consistent with the provisions of this Memorandum of Understanding.

INTRODUCTION

This Equipment and Material Transfer Form (E&MT Form) is entered into pursuant to this Memorandum of Understanding between the Government of Australia and the Government of the United Kingdom concerning National Security and Counter-Terrorism Cooperative Science and Innovation, dated 9 March 2011. This E&MT Form is being executed by authorised representatives of the providing and receiving Participants pursuant to Section XII (Equipment and Material Transfers) of that MEMORANDUM OF UNDERSTANDING.

SECTION I DESCRIPTION AND QUANTITY

1.1 The following equipment and material (Equipment and Material) will be transferred by the providing Participant(s) to the receiving Participant(s):

<u>Providing Participant</u>	<u>Receiving Participant</u>	<u>Quantity</u>	<u>Description</u>	<u>Stock No.</u>	<u>Approx Value</u>	<u>Classification of Item</u>
------------------------------	------------------------------	-----------------	--------------------	------------------	---------------------	-------------------------------

(fill in as appropriate)

1.2 (Choose one of the following alternatives, or use both if both situations apply.)

Alternative A -- Use when return of Equipment and Material is planned.

"None of the Equipment and Material identified in paragraph 1.1 is intended to be consumed or expended during the course of the activity described in paragraph 2.1.1."

Alternative B -- Use when return of Equipment and Material is not planned due to its consumption during the activity.

"The Equipment and Material (specify as appropriate by highlighting in paragraph 1.1) described in paragraph 1.1 is intended to be consumed or expended during the course of the activity described in paragraph 2.1.1."

**SECTION II
PURPOSE**

2.1 The purpose of this Equipment and Material transfer is to support the following activity (Activity).

2.1.1 (fill in as appropriate)

**SECTION III
MANAGEMENT AND RESPONSIBILITIES**

3.1 Each Participant will establish a point of contact who will be responsible for implementing this Equipment and Material transfer

3.1.1 For the providing Participant(s) the point(s) of contact is/are _____ *

3.1.2 For the receiving Participant(s) the point(s) of contact is/are _____ *

* Insert the appropriate names, titles/office, symbols, addresses, and telephone numbers of the individuals assigned to implement this Equipment and Material transfer.

3.2 Responsibilities of the providing Participant(s)

3.2.1 Transfer of the Equipment and Material - The providing Participant(s) will transfer the Equipment and Material listed above for the duration of the transfer period specified in paragraph 5.4 unless extended (or otherwise varied) by mutual written consent of the Participants.

3.2.2 Equipment and Material Delivery - The providing Participant(s) will make available the Equipment and Material (**specify arrangements for delivery**). Custody of the Equipment and Material will pass from the providing Participant(s) to the receiving Participant(s) at the time of receipt of the Equipment and Material. Any further transportation is the responsibility of the receiving Participant(s) unless otherwise specified in this paragraph.

3.3 Responsibilities of the Receiving Participant(s)

3.3.1 Inspection and Inventory - The receiving Participant(s) will inspect and inventory the Equipment and Material upon receipt. The receiving Participant(s) will also inspect and inventory the Equipment and Material prior to its return to the providing Participant(s) unless the Equipment and Material is consumed in accordance with paragraph 3.3.2.

3.3.2 (Choose one of the following alternatives, or use both if both situations apply.)

Alternative A -- Use when return of Equipment and Material is planned.

Return of Equipment and Material- Upon expiration or termination of the transfer period specified in paragraph 5.4 (taking into account any approved extension by the providing Participant(s), the receiving Participant(s) will return the Equipment and Material to the providing Participant (**specify arrangements**). If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond repair, while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of loss/destruction/irreparable damage to the providing Participant(s) in a form mutually determined by the providing Participant(s)."

Alternative B -- Use when return of Equipment and Material is not planned due to its consumption during the Activity.

Consumption of Equipment and Material - It is intended that the receiving Participant(s) will consume the Equipment and Material specified in paragraph 1.1 during the course of the Activity described in paragraph 2.1.1. If this does occur, the receiving Participant(s) will provide written notice of its consumption to the providing Participant(s). In the event consumption does not occur prior to the end of the transfer period specified in paragraph 5.4, the receiving Participant(s) will return the Equipment and Material to the providing Participant (**specify arrangements**) or will destroy the Equipment and Material (**specify arrangements**). If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond repair prior to its intended consumption while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of loss/destruction/irreparable damage to the providing Participant(s) in a form mutually determined by the providing Participant(s)."

3.3.3 **If required by national procedures, insert the following:**

"A test report will be provided free of charge by the receiving Participant to the providing Participant within [] days after the completion of the transfer period."

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3.4 This E&MT Form provides only for transfer of Equipment and Material associated with the Activity described in paragraph 2.1.1. This E&MT Form does not imply any commitment by a Participant to participate in any activities beyond the transfer of Equipment and Material described herein.

**SECTION IV
CLASSIFICATION**

4.1 The classification of all Equipment and Material transferred under this E&MT Form is specified in Section 1.1. The highest level of classified Equipment and Material listed in Section 1.1 is (insert highest classification).

**SECTION V
MODIFICATION, TERMINATION, AND TRANSFER PERIOD**

5.1 The provisions of this E&MT Form may be modified or extended by written mutual consent of authorized representatives of the Participants in accordance with Section XII (Equipment and Material Transfers) of this Memorandum of Understanding.

5.2 The Equipment and Material transfer described in this E&MT Form may be terminated at any time in accordance with any of the following provisions.

5.2.1 Through the mutual written consent of the authorized representatives of the Participants.

5.2.2 Unilaterally by the receiving Participant(s) on sixty (60) days written notice to the providing Participant(s).

5.2.3 Unilaterally by the providing Participant(s) at any time.

5.3 Responsibilities regarding security and protection of Equipment and Material against unauthorized use, disclosure, or transfer that accrued prior to termination or expiration of the transfer period will continue to apply without limit of time in accordance with Sections XIV (Duration and Termination) and XVI (Amendment) of this Memorandum of Understanding.

5.4 The transfer period for the Equipment and Material described herein begins on the date of receipt by the receiving Participant in accordance with paragraph 3.2.2, and unless terminated or extended, and will continue until (enter date or amount or time).

Insert signature block(s)

Signature
Role
Australian Lead Participant Organisation

Signature
Role
UK Lead Participant Organisation