

No. 27461

**AUSTRALIA
and
UNITED STATES OF AMERICA**

**Project Agreement Serial No. 88/102 concerning cooperating
communications networks (with annexes). Signed at
Washington on 14 March 1990**

Authentic text: English.

Registered by Australia on 30 July 1990.

**AUSTRALIE
et
ÉTATS-UNIS D'AMÉRIQUE**

**Accord relatif à un projet, Série n° 88/102, concernant les
réseaux coopératifs de communication (avec annexes).
Signé à Washington le 14 mars 1990**

Texte authentique : anglais.

Enregistré par l'Australie le 30 juillet 1990.

PROJECT AGREEMENT¹ SERIAL NUMBER 88/102 BETWEEN THE
GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF
THE UNITED STATES OF AMERICA CONCERNING COOPER-
ATING COMMUNICATIONS NETWORKS

The Government of Australia and the Government of the United States of America (the "Parties"):

- NOTING the Agreement between the Parties to Facilitate the Interchange of Patent Rights and Technical Information for Defence Purposes done at Washington on 24 January 1958² ("the Technical Property Agreement");

- NOTING the commitments made between the Parties to the protection of classified information in the arrangements contained in the Exchange of Notes dated 2 May 1962 (as amended) concerning the protection of classified information and known as the United States/Australia General Security of Information Agreement ("the General Security of Information Agreement");

- NOTING the commitments made between the Parties in the United States - Australia Memorandum of Understanding on Cooperative Research and Development dated 23 July 1968; and

- RECOGNISING the mutual benefits to be gained from participation in a cooperative program of research and development to demonstrate how national command and control communications networks can operate in a cooperative manner;

HAVE AGREED as follows:

ARTICLE I

DEFINITIONS

1 For the purpose of this Agreement:

1.1 "ADOD" means the Australian Department of Defence.

1.2 "USDOD" means the United States Department of Defense.

1.3 "Technical data" means recorded information, regardless of the form or method of recording, of a scientific or technical nature (including Computer Software documentation).

¹ Came into force on 14 March 1990 by signature, in accordance with article VIII.

² United Nations, *Treaty Series*, vol. 307, p. 105.

1.4 "Computer Software" means computer programs and computer data bases.

1.5 "Originating Party" means the Party which transmits information to the other Party.

1.6 "Receiving Party" means the Party which receives information transmitted by the other Party.

ARTICLE II

OBJECTIVES AND SCOPE

2 The purpose of the cooperative research between USDOD and ADOD is two-fold. First, in the area of communications, to develop a new type of gateway which shall permit each Government to discriminate as to the traffic its system is to carry, and shall allow the flow of communications between two networks that are representative of two different national communications assets. The flow shall be allowed or controlled on the basis of policies invocable from either side; ie., the US or Australian networks. In both Australia and the US it is not feasible to use real operational networks for this experiment, so it is proposed to set up two experimental networks (ie., test-beds) with one in each country. These networks shall only carry that traffic associated with the experiments and shall not be connected to any operational systems. Australia shall develop the policy issues that are to become inherent in this new gateway. The second area for development is in distributed processing. Both Parties shall develop distributed processing equipment to be run on the network. This shall not be an operational experiment involving forces, but is to run an operational-like scenario to demonstrate the benefits to be accrued by the underlying technologies.

ARTICLE III

ACTIVITIES AND RESPONSIBILITIES

3 The activities and responsibilities of both Parties are as set out in this Agreement and its Annexes.

4 Activities and responsibilities as set out in Annex A shall be accomplished in accordance with the national laws and regulations of the United States and Australia. The extent of exchange under this Agreement shall take account of other projects already being achieved, proposed or planned under activities of The Technical Cooperation Program, current US/Australia Project Arrangements established under the auspices of the United States - Australia Memorandum of Understanding on Cooperative Research and Development dated

23 July 1968 and Data Exchange Annexes to the Mutual Weapons Development Data Exchange Agreement between the United States and Australia dated 23 January 1962.

5 The program of work shall be conducted under the scrutiny of a Steering Committee comprising one member appointed by each Party and identified in Annex B.

6 The Establishments, Authorities and Project Officers designated by each Party for the implementation of this Agreement are listed in Annex B.

7 The Project Officer nominated by each Party shall take responsibility for the planning, conduct and reporting of the program. Each Project Officer shall plan the program of work in accordance with his Government's individual priorities and budget.

8 Each Party shall use its best endeavours to conduct the program in accordance with the jointly determined plans. Progress towards achieving these plans shall be reviewed annually by the Steering Committee.

9 The Steering Committee members shall use their best endeavours to facilitate, where necessary, the achievement of approvals and budget provisions for the conduct of the program.

ARTICLE IV

INFORMATION HANDLING

10 All classified information exchanged between the Parties pursuant to this Agreement shall be pursuant to the terms and provisions of the Exchange of Notes known as the United States/Australia General Security of Information Agreement dated 2 May 1962, as amended. Additional security guidelines for the release and transmission of information shall be in accordance with procedures jointly established by United States and Australian representatives and set forth in Annex C.

11 The technical data, results and reports arising in either country from the annual programs of work shall, subject to the provisions of Annex C, be freely available to the other Government. The highest security classification of information and other material to be exchanged under this Agreement is SECRET.

12 No facility shall be employed in the program of the Parties or utilized for research and development under this Agreement in which use is made of information furnished by one Party if the financial, administrative, policy or management control of such facility is directed by citizens of any country other than the United States or Australia, without the

prior written approval of the Party furnishing the information.

ARTICLE V

FINANCIAL RESPONSIBILITIES AND CLAIMS

13 Each Party shall bear the cost of implementing its responsibilities under this Agreement subject to the availability of appropriated funds authorized for this purpose.

14 Except as provided in Paragraph 15, neither Party shall assert any claim against the other in respect of personal injury to, or death of, any of its personnel, or loss or damage to its property. Each Party shall be responsible for the settlement of third party claims arising from the acts or omissions of its personnel, as a consequence of official duties in pursuance of the arrangements in this Agreement.

15 Each Party shall be liable for all property that may be on loan to it from the other Party and shall accordingly be responsible for any loss or damage that may arise to such property, except for fair wear and tear.

ARTICLE VI

VISITS AND ACCESS

16 Each Party, given reasonable notice, shall allow the other, or its accredited representatives, access to pertinent portions of test and validation facilities, contractors' industrial facilities in which activities covered by this Agreement are carried on, establishments and agencies, where this is necessary for the purpose of this Agreement.

17 Requests for visits shall be processed under normal visit request channels and procedures for clearance. All visiting personnel shall comply with pertinent security regulations of the host Party including prohibitions on access to sensitive areas and information. Any information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel and shall be subject to the regulations described in this Article.

ARTICLE VII

DISPUTES

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