

IMPLEMENTING ARRANGEMENT

PURSUANT TO PARTS 6 AND 8 OF THE FRAMEWORK AGREEMENT DATED 27TH
JULY 2000

between

MINISTRY OF DEFENCE OF THE FRENCH REPUBLIC

and

THE FEDERAL MINISTRY OF DEFENCE OF THE REPUBLIC OF GERMANY

and

THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC

and

THE MINISTRY OF DEFENCE OF THE KINGDOM OF SPAIN

and

THE GOVERNMENT OF THE KINGDOM OF SWEDEN AS REPRESENTED BY THE
MINISTRY OF DEFENCE

and

THE MINISTRY OF DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND

concerning

THE TREATMENT OF TECHNICAL INFORMATION

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INTRODUCTION

- A. Recognising Article 59 of the Framework Agreement between the French Republic, the Federal Republic of Germany, the Italian Republic, the Kingdom of Spain, the Kingdom of Sweden, and the United Kingdom of Great Britain and Northern Ireland concerning Measures to Facilitate the Restructuring and Operation of the European Defence Industry signed at Farnborough on 27 July 2000 (hereinafter referred to as the "Framework Agreement"), the Ministry of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of Defence of the Italian Republic, the Ministry of Defence of the Kingdom of Spain, the Government of the Kingdom of Sweden represented by the Ministry of Defence, and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "Participants") have concluded this Implementing Arrangement as an international instrument as directed by Article 59 of the Framework Agreement.
- B. Noting Articles 39 and 40 of the Framework Agreement and the aim of European defence industry restructuring, the Participants, through this Implementing Arrangement, are adopting measures to simplify the transfer of technical information in the Participants' territories by reducing intellectual property related barriers.
- C. Noting Article 42 of the Framework Agreement, the Participants, through this Implementing Arrangement, are adopting measures to harmonise their practices for the treatment of Technical Information provided under defence contracts.
- D. Noting Article 44 and Part 8 of the Framework Agreement, the Participants, through this Implementing Arrangement are adopting, measures to protect commercially sensitive information of both a technical and non-technical nature supplied in respect of defence contracts.

SECTION 1 – SCOPE

- (1) The scope of this Implementing Arrangement extends to Technical Information and intellectual property matters arising from national defence contracts for individual or combined stages of development, production and in-service support. This does not apply to research contracts nor contracts for assessment phases. Implementation will have regard to the Framework Agreement including its Preamble
- (2) The principles for the harmonisation of standard defence contract provisions in this Implementing Arrangement will be subject to the negotiation of non-standard provisions:
 - (a) in the case of explicit and formalised co-funded contracts;
 - (b) where the contractor can demonstrate that the exercise of rights described in this Implementing Arrangement would cause him significant commercial harm;
 - (c) if other circumstances require it;

provided that such non-standard provisions are not in contravention of Article 8 of the Framework Agreement relating to the reconstitution of a national Key Strategic Activity.

- (3) For co-operative programmes between any of the Participants relating to development, production and in-service support, the programme contracts will, as far as possible, take into account the principles of this Implementing Arrangement.
- (4) The Participants will also consider applying the principles of subsection 1(3) to arrangements to be put in place with international organisations established to place contracts for co-operative programmes on behalf of all or some of the Participants.
- (5) To avoid doubt and except as under Section 10(2), Participants recognise that any matter concerning liabilities arising from a Contracting Participant's use of any Deliverable Technical Information is not the subject of this Implementing Arrangement.

SECTION 2 – COMMON DEFINITIONS

“Background Technical Information” means Technical Information needed to achieve the objectives of the contract concerned, but which was generated otherwise than in the performance of the contract.

“Commercial Item” means any Contract Item which:

- (a) has been sold or licensed in the commercial (civil or military) market;
- (b) has not been sold or licensed, but has been offered for sale or licence in the commercial (civil or military) market;
- (c) is not yet available in the commercial (civil or military) market, but will be available for commercial delivery in a reasonable period of time; or
- (d) is described in definitions (a), (b) or (c) above and would require only minor modification in order to meet the requirements of the Contracting Participant.

For the avoidance of doubt, any Contract Item developed under a contract placed by the Contracting Participant concerned is not a Commercial Item.

“Contract Item” means any item or part thereof which is the subject of the contract and which may, or may not, be a Defence Article or Defence Service and which may comprise, wholly or partially, software, material or a process and includes documents.

“Contracting Participant” means a Participant who is placing a contract or on behalf of whom a contract is placed.

“Defence Article” has the meaning ascribed by the Framework Agreement.

“Defence Purposes” means the use by or for the armed forces, or the security or intelligence forces of a Contracting Participant in any part of the world and includes but is not limited to study, evaluation, assessment, research, design, development, manufacture, improvement, modification, maintenance, repair, refurbishment, and product acceptance and certification, operation, training, disposal and other post design services and product deployment. This includes the sale, loan or transfer by a Contracting Participant of obsolete or surplus equipment and associated material solely for the support of that equipment, but does not include any other sale, loan or transfer.

“Defence Services” has the meaning ascribed by the Framework Agreement

"Deliverable Technical Information" means Technical Information set out in a defence contract that is stated to be a deliverable under the contract.

"Foreground Technical Information" means Technical Information that is generated in the performance of a contract.

"Government Purposes" means use by or for any governmental organisation or an administration of a government.

"Implementation Date" 12 months from the date of this Implementing Arrangement.

"Key Strategic Activity" means certain limited areas of technological capability considered necessary by the Participants for the essential interests of their security.

"Technical Information" has the meaning ascribed by the Framework Agreement.

"Transnational Defence Company (TDC)" has the meaning ascribed by the Framework Agreement.

SECTION 3 – IMPLEMENTATION

- (1) Participants will update their standard provisions to achieve compliance with this Implementing Arrangement by the Implementation Date. Except as in subsection 4(1), this Implementing Arrangement will not apply in respect of Technical Information that arises from contracts already let at the Implementation Date.
- (2) Unless prevented by its laws or regulations, a Participant may seek to use any rights acquired in accordance with this Implementing Arrangement for its other Government Purposes in addition to its Defence Purposes or for the purposes of any organisation engaged in the civil defence of a Contracting Participant.
- (3) The provisions of this Implementing Arrangement are all subject to national laws and regulations relating to security and export control.
- (4) Any implementation of this Implementing Arrangement through a contract will always be subject to the existing rights of other parties who are not subject to the contract.

SECTION 4 – GENERAL ARRANGEMENTS TO PROMOTE INDUSTRY RESTRUCTURING UNDER PART 6 OF THE FRAMEWORK AGREEMENT

- (1) To promote industrial restructuring Participants will waive restrictions on contractors regarding:
 - (a) disclosure or use of contractor owned Foreground Technical Information;
 - (b) disclosure or use of Technical Information owned by the Participant and made available to enable a contractor to provide a Contract Item to the Participant, so that this contractor can supply the same Contract Item to another Participant.

Subject to Article 41 of the Framework Agreement, a waiver of such restrictions may be made without prejudice to any levy or royalty arrangements

- (2) Any such waiver may be conditional on acceptance by the contractor of any condition necessary to enable the Contracting Participant to fulfil any obligations relating to notification of discontinuation of Key Strategic Activities and reconstitution of national capabilities contained in the arrangements made in respect of Security of Supply under the Framework Agreement.
- (3) Subsection 4(1) applies in respect of relevant Technical Information arising from contracts past, present and future.

SECTION 5 – HARMONISATION OF CONTRACT CONDITIONS UNDER ARTICLE 42 OF THE FRAMEWORK AGREEMENT – GENERAL PRINCIPLES

- (1) Without prejudice to Article 38(3) of the Framework Agreement
 - (a) ownership of Foreground Technical Information will vest in contractors generating that Foreground Technical Information. The Contracting Participants will acquire the rights envisaged by Article 38(1), and with regards to such Foreground Technical Information the exercise of the rights will be free of charge.
 - (b) in placing contracts, the Participants will not acquire ownership of Background Technical Information. A Contracting Participant will, however, acquire user rights in respect of Background Technical Information in accordance with Sections 6 to 8 of this Implementing Arrangement. Participants will, also, take measures to ensure that rights secured in other contracts are preserved.
- (2) A Contracting Participant may provide that where a contractor seeks a patent or like protection, or a registered design arising as a result of a contract or its solicitation, the Contracting Participant will have an irrevocable, non-exclusive right, free of charge, to use or have used, in any part of the world, the invention the subject of the patent or like protection, or the registered design for its own Defence Purposes. Participants may take reasonable steps to ensure notification and recording of such rights.
- (3) As appropriate, Contracting Participants may require notification by contractors of patents or like protection or registered designs, together with any application therefor, owned or controlled by the contractor that have not arisen from a contract but are necessarily used in its execution or use of the Contract Item or service. Where it is required in the contract and the Contractor does not so notify these will be available for use by the Contracting Participant free of charge (including for any purpose set out in Section 6(3)).

**SECTION 6 HARMONISATION OF CONTRACT CONDITIONS UNDER
ARTICLE 42 OF THE FRAMEWORK AGREEMENT - DELIVERABLE
TECHNICAL INFORMATION**

- (1) This Section applies to Deliverable Technical Information concerning Contract Items whether or not the Deliverable Technical Information is Foreground Technical Information or Background Technical Information
- (2) Any development, manufacturing, or in-service support contracts will specify the Deliverable Technical Information necessary to meet the Technical Information requirements of the Contracting Participant. Such contracts will provide for reasonable arrangements to:
 - (a) counter deficient specifications of Deliverable Technical Information;
 - (b) provide for further Technical Information as may be reasonably required by the Contracting Participant;
 - (c) secure technical assistance as necessary for the interpretation and clarification of any Deliverable Technical Information.
- (3) A Contracting Participant will secure the following rights:
 - (a) to copy, use itself or to have used by another contractor and disclose sufficient Deliverable Technical Information for the study, evaluation, assessment, maintenance, repair, refurbishment, disposal, and product acceptance and certification, operation, deployment and training (including production and use of ancillary items such as simulators and training aids) and other post design services of Contract Items;
 - (b) in a development contract, to copy, use itself or have used by another contractor and to disclose Deliverable Technical Information necessary to manufacture the Contract Item for Defence Purposes, or to modify the design of the Contract Item including manufacture of the modified Contract Item for Defence Purposes;
 - (c) to copy, use and circulate any reports expressly produced for information purposes (including disclosure to the Contracting Participant's other defence suppliers, bidders for contracts and other Governments) of the Contracting Participant;
 - (d) The rights in this subsection 6(3) will be exercisable by or on behalf of the Contracting Participant concerned in any part of the world;
 - (e) In implementing this Section, Contracting Participants may associate specific rights of use with specific types of Deliverable Technical Information.
- (4) To seek tenders to carry out tasks in exercise of rights under subsection 6(3), the relevant Contracting Participant will provide such Deliverable Technical Information received under Section 6(3) as it considers necessary to be provided for the purpose of the tender.
- (5) The rights set out in subsection 6(3) may be exercised by the Contracting Participant itself, or any other government department of the country concerned or any agent

acting on behalf of, or a contractor in pursuance of a contract with, the Contracting Participant or any such department.

- (6) Where a Contract Item includes computer software developed at the expense of the Contracting Participant, the Deliverable Technical Information will include sufficient Technical Information, including source code to enable the software to be copied or modified in connection with anything done under Section 6(3).
- (7) Deliverable Technical Information will also be releasable for use solely for the purpose of securing independent technical advice (including that relating to health and safety, air- and sea- worthiness matters and the acceptability of the Contract Item in meeting the technical requirements of the Contracting Participant concerned) relating to the Contract Item. Any recipient of Technical Information under this provision will be bound not to use that Technical Information for any other purpose and to avoid conflicts of interest.
- (8) Contracting Participants will not secure the right under subsection 6(3) to manufacture or modify Commercial Items.
- (9) Contracting Participants may require contractors to maintain all Deliverable Technical Information for 10 years from the end of a contract or for such other time specified in a contract. Before disposing of Deliverable Technical Information, a Contracting Participant may require the contractor to inform the Contracting Participant and, if the Contracting Participant wishes, require the contractor to surrender of the Technical Information to the Contracting Participant or his agent. A Contracting Participant may seek delivery of the Deliverable Technical Information at any time whilst it is held by a contractor.
- (10) The right to use or have used Background Technical Information concerning processes or materials for manufacturing or modifying purposes will be the subject of non-standard provisions when it is demonstrated that disclosure to a competitor of such processes and materials would cause significant commercial harm to the contractor's business.
- (11) A Contracting Participant may seek to extend his normal rights relating to Deliverable Technical Information for use in international co-operation agreements or arrangements, and may require a contractor to enter bona fide negotiations to allow for that use. Any such co-operation agreements or arrangements and related negotiations will provide for the preservation of any confidentiality in the Deliverable Technical Information.
- (12) A Contracting Participant may make arrangements appropriate to national circumstances to ensure that a copy of Deliverable Technical Information is secure. This may be achieved either by ensuring that at least one copy of the Deliverable Technical Information is legally owned by the Contracting Participant and/or is held in escrow. The Contracting Participant may arrange for such a copy to be delivered promptly on request when the contractor concerned is in breach of his contract, or on failure, liquidation or bankruptcy of the contractor.
- (13) Contracting Participants may sell, transfer or dispose of obsolete or surplus Contract Items and rights in Technical Information as reflected in this document shall not be an obstacle.
- (14) Contracting Participants will acquire the right to pass to any purchaser of equipment sold, transferred or disposed of because it is obsolete or surplus, such Deliverable

Technical Information in the possession of the Contracting Participant as is necessary to enable the purchaser to operate and maintain the equipment concerned on a day to day basis.

**SECTION 7 – HARMONISATION OF CONTRACT CONDITIONS UNDER
ARTICLE 42 OF THE FRAMEWORK AGREEMENT – PAYMENT FOR USE OF
DELIVERABLE TECHNICAL INFORMATION**

- (1) Except as specifically provided in this Implementing Arrangement, a Contracting Participant will not make additional payments (over and above the relevant contract price) to their contractors for the copying or use by, or on behalf of, the Contracting Participant of Deliverable Technical Information.
- (2) If Deliverable Background Technical Information is:
 - (a) identified and agreed as such prior to a contract, or during a contract where a contractor can demonstrate that prior identification was not feasible, and
 - (b) to be used by or on behalf of a Contracting Participant for a Government Purpose for manufacturing or modification purposes otherwise than by the contractor providing that Technical Information,

its use will be subject to fair and reasonable terms. In principle, Contracting Participants will arrange to settle the terms as part of the contract requiring Deliverable Technical Information. If exceptionally, agreement on terms has not been possible prior to disclosure of such Background Technical Information, the terms will be settled as soon as possible thereafter. In the case of manufacture, the terms will take into account the technology, the intended size of any production order for the Contract Item concerned as well as the extent to which the order may have been fulfilled before the licence is exercised. In the case of modification, the terms will take into account the extent and value of the Background Technical Information required.

**SECTION 8 – HARMONISATION OF CONTRACT CONDITIONS UNDER
ARTICLE 42 OF THE FRAMEWORK AGREEMENT – DISCONTINUATION OF
SUPPLY OR UNREASONABLE TERMS**

- (1) Contracting Participants may take measures to safeguard themselves if a contractor is unable, or unwilling on fair and reasonable terms, to provide Contract Items or the maintenance, refurbishment, repair, disposal, and product acceptance and certification, operation and deployment (including production and use of ancillary items such as simulators and training aids) of Contract Items. The following are among appropriate measures:
 - (a) a requirement for immediate delivery of all necessary Deliverable Technical Information;
 - (b) a requirement for the contractor concerned to provide sufficient other Technical Information (such as that relating to Commercial Items) to facilitate the supply or support of such Contract Items from an alternative source;
 - (c) the right to use or have used the relevant Technical Information to secure the supply of the Contract Item from an alternative source.

Contracts may provide that the above measures may be implemented at any time, whether during the period of work under the contract concerned or at any time thereafter.

- (2) In the context of subsection 8(1), for critical Commercial Items a Contracting Participant may secure by negotiation a licence before placing the relevant contract. Such a licence should state its terms and may provide for notice to be given by the licensor if support for the critical Commercial Item is to be discontinued. For other Commercial Items the licence to use or have used Technical Information under subsection 8(1) will be on fair and reasonable terms.
- (3) In the case of Commercial Items, Contracting Participants will only exercise rights secured in accordance with subsection 8(1) if equivalent items or services (meeting the Contracting Participant's relevant specifications for the original item) are not available from existing alternative sources and for a reasonable period commensurate with the anticipated life of the Contract Item.
- (4) Subsection 8(1) will not be applied to Commercial Items that are commodities outside the reasonable control of the contractor or his sub-contractors.
- (5) If computer software that is a Commercial Item is supplied as part of a Contract Item, Contracting Participants may secure by negotiation rights to use the software as necessary for any purpose set out in subsections 6(3)(a) and(b).

SECTION 9 – HARMONISATION OF CONTRACT CONDITIONS UNDER ARTICLE 42 OF THE FRAMEWORK AGREEMENT – INVITATION TO TENDER

- (1) In seeking to manufacture or modify Contract Items, a Contracting Participant will invite the original development contractor to tender. Such a tender will be considered either in competition with other tenders or alone, at the discretion of the Contracting Participant in accordance with the national regulations of the Contracting Participant.
- (2) As far as national regulations permit, where the original development contractor does not have sufficient capacity to meet such a requirement for the purposes of subsection 6(3), the Contracting Participant may consider a bid from a consortium including that development contractor instead of that development contractor alone.
- (3) As far as national regulations permit and notwithstanding the above, a Contracting Participant may choose to place single contracts which may be for one or more of development, manufacture and in-service support.

SECTION 10 – MEASURES UNDER ARTICLE 44 AND PART 8 OF THE FRAMEWORK AGREEMENT – PROTECTION AND MARKING OF INFORMATION

- (1) Insofar as it is of a commercially sensitive nature, information provided by industry will be treated by a Contracting Participant as if supplied commercial-in-confidence and will not be disclosed outside the Contracting Participant unless permitted by contractual provisions. Any permitted disclosure will be on terms that maintain the

confidentiality of the information. Any permitted disclosure will be limited, as far as possible, to that part of the information relevant to the purpose.

- (2) Contracts and pre-contractual solicitations will direct that all information to be provided to a Contracting Participant will be marked by the bidder or contractor with an appropriate legend regarding further disclosure and the right of use of the information. Non marking by industry will be taken into account in determining liability if wrongful disclosure occurs.

SECTION 11 – MANAGEMENT (ORGANISATION, RESPONSIBILITIES AND PROCEDURES)

- (1) To facilitate the full and appropriate operation of this Implementing Arrangement, each Participant will designate an Intellectual Property National Representative (IPNR). Details of the IPNRs are contained in Annex A to this Implementing Arrangement. The IPNRs will review the effectiveness of this Implementing Arrangement and the progress of any measures taken by the Participants under it, and make proposals for its amendment if necessary.
- (2) If a Participant is concerned that any provision relating to defence contracting of another Participant in the field of Technical Information or intellectual property rights is hindering the formation or operation of a TDC the matter may be raised with and discussed between the IPNRs. If necessary the IPNRs will consider measures, or amendment of this Implementing Arrangement, to resolve such a concern.
- (3) Each Participant may modify the details of its IPNR in Annex A by written notification to the IPNR of the other Participants.

SECTION 12 – SETTLEMENT OF DISPUTES

- (1) Any dispute regarding the interpretation or application of this Implementing Arrangement will be resolved in accordance with Article 60 of the Framework Agreement.
- (2) In the case of differences of interpretation between the provisions of the Framework Agreement and this Implementing Arrangement, the Framework Agreement will govern.
- (3) For the avoidance of doubt, where they appear in this Implementing Arrangement, section headings should not be used to interpret the meaning of the text.

SECTION 13 – ADMISSION OF NEW PARTICIPANTS

- (1) No other nation may become a Participant to this Implementing Arrangement without first acceding to the Framework Agreement under Article 56.

SECTION 14 – AMENDMENT, TERMINATION, WITHDRAWAL, EFFECTIVE DATE AND DURATION

- (1) This Implementing Arrangement may be amended at any time upon the written approval of all of the Participants. These modifications will come into effect fourteen (14) days from the date of written notification.
- (2) Except as provided in subsection 14(1), the text of any proposed amendment will be submitted in writing to the IPNRs, who will consult to provide a recommendation to the Executive Committee. The amendment and recommendation from the IPNRs will be circulated to the Executive Committee for consideration. This Implementing Arrangement may then be amended upon unanimous written approval of the Executive Committee, each member of which will be taken to have obtained the appropriate national authorisation. The amendment will enter into effect on the thirtieth (30) day following the written approval of the Executive Committee.
- (3) The Participants may record their understandings on further measures in Annexes to this Implementing Arrangement. In the case of a conflict between the provisions of this Implementing Arrangement and an Annex, this Implementing Arrangement will govern.

Termination and Withdrawal

- (4) In the event of a unanimous decision by the Participants to terminate this Implementing Arrangement, they will consult to ensure its prompt termination on the most equitable terms. They will jointly determine the settlement required managing satisfactorily the consequences of termination. The Implementing Arrangement will then terminate on a date to be approved by the Participants in writing.
- (5) Withdrawal from the Framework Agreement itself will result in withdrawal from this Implementing Arrangement. If a Participant considers it necessary for compelling national reasons, to withdraw from this Implementing Arrangement, then the withdrawing Participant will examine the consequences of any such withdrawal with the other Participants. If on completion of these consultations the withdrawing Participant still wishes to withdraw, then it will simultaneously notify its wish to withdraw from the Implementing Arrangement and the Framework Agreement to the Depository. The procedures set out in Article 57.2 apply to withdrawal from the Framework Agreement. The Depository of the Framework Agreement will notify the Participants of the date of withdrawal from the Implementing Arrangement, which will be the same as the date of withdrawal from the Framework Agreement. The withdrawing Participant will continue its participation until the effective date of withdrawal.

Effective Date and Duration

- (6) If by the day on which all the Participants have signed this Implementing Arrangement the Framework Agreement has entered into force for all signatory States, this Implementing Arrangement will come into effect on that day. If, however, by then the Framework Agreement has not entered into force for all signatory States, this Implementing Arrangement will come into effect only for those signatory States for which the Framework Agreement has entered into force. This Implementing Arrangement will then come into effect for the other signatory States as and when the Framework Agreement enters into force for each of them. In the event that this Implementing Arrangement comes into effect on different dates, the Depository of the

Framework Agreement will inform the Participants of the dates on which this Implementing Arrangement comes into effect in respect of each Participant. Unless the Participants decide to terminate the Implementing Arrangement earlier, it will remain in effect for as long as the Framework Agreement continues in force.

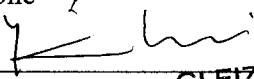
- (7) Neither termination nor withdrawal will affect obligations already undertaken and the rights and prerogatives previously acquired by the Participants under the provision of this Implementing Arrangement and/or any provision in force binding the Participants. The respective rights and responsibilities of the Participants regarding Security, Protection of Classified Information and Visits, Claims and Liabilities, Settlement of Disputes, and Termination and Withdrawal will continue irrespective of the termination of this Implementing Arrangement or any Participant's withdrawal.

SECTION 15 – SIGNATURE

The foregoing represents the understandings of the Ministry of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of Defence of the Italian Republic, the Ministry of Defence of the Kingdom of Spain, the Government the Kingdom of Sweden represented by the Ministry of Defence, and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland on matters referred to therein.

Signed in English, French, German, Italian, Spanish and Swedish, each text being equally valid.

For the Ministry of Defence of the French Republic


Signature Yves GLEIZES

Le délégué général pour l'armement
Yves GLEIZES

Name

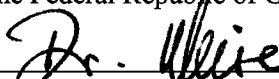
Title

Location

Date

Paris
19 DEC. 2003

For the Federal Ministry of Defence of the Federal Republic of Germany


Signature Dr. Hans-Heinrich Weise

Ministerialdirektor

Name Dr. Hans-Heinrich Weise

Bundesministerium der Verteidigung
Title - Abteilungsleiter Rüstung -

Location Bonn

Date 9.2.2004

For the Ministry of Defence of the Republic of Italy

Giampaolo Di Paola
Signature

(Amm. Sq. Giampaolo DI PAOLA)

Name

IL SEGRETARIO GENERALE DELLA DIFESA E
DIRETTORE NAZIONALE DEGLI ARMAMENTI
Title

Roma

Location

27 February 2004
Date

For the Government of the Kingdom of Sweden Represented by the Ministry of Defence

Jan-Olof Lind
Signature

JAN-OLOF LIND
Name

ACT. DIRECTOR GENERAL
Title

STOCKHOLM
Location

16 APRIL 2004
Date

For the Ministry of Defence of the Kingdom of Spain

Carlos Villar Turrall
Signature

CARLOS VILLAR TURRAL
Name

DIRECTOR GENERAL DE
ARMAMENTO Y MATERIAL
Title

MADRID
Location

16-MARZO-2004
Date

For the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland

Peter Spence
Signature

SIR PETER SPENCE KCB
Name

CHIEF OF DEFENCE PROCUREMENT
Title

BALISOL
Location

21 November 2003
Date

Annex A

TREATMENT OF TECHNICAL INFORMATION - REPRESENTATIVES AND POINTS OF CONTACT

The Participants have nominated the following national representatives who be IPNRs as set out in Section 11 of the Implementing Arrangement. This Annex will be up-dated by the nominated representative of the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland.

Nominated Representatives

For the Ministry of Defence of the French Republic, the IPNR is as follows:

Olivier Ducable
Ministère de la Défense
Sous-Direction des achats
DGA
00457 Armées

Tel: 0033 1 45 52 7550
Fax: 0033 1 45 52 8351

For the Federal Ministry of Defence of the Federal Republic of Germany, the IPNR is as follows:

Klaus-Dieter Welke
Bundesministerium der Verteidigung
Postfach 13 28
53003 Bonn

Tel: 0049 228 12 4303
Fax: 0049 228 12 1588

For the Ministry of Defence of the Republic of Italy, the IPNR is as follows:

Gen Sandro Baronti
Ministero delle Difesa (TELEDIFE UGCT)
Viale dell' Università 4
00185 Rome

Tel: 0039 06 498 5772
Fax: 0039 06 498 64181

For the Ministry of Defence of the United Kingdom, the IPNR is as follows:

William Cruickshank
Defence Procurement Agency
Intellectual Property Rights Group

Ministry of Defence
Poplar 2a, Abbey Wood #2218
Bristol BS34 8JH

Tel: 0044 117 9132880
Fax: 0044 117 9132929

For the Ministry of Defence of the Kingdom of Spain, the IPNR is as follows:

Angel Satué
Ministerio de Defensa
Dirección de Armamento y Material
Paseo Castellana 109
28071 Madrid

Tel: 0034 91 213 2842
Fax: 0034 91 395 5231

For the Government of Sweden, the IPNR is as follows:

Carl-Mikael Schlyter
Försvarets materielverk
SE-115 88 Stockholm
Sweden

Tel: 0046 8 782 6899
Fax: 0046 8 782 6209