

No. 14218

**CANADA
and
SWEDEN**

Agreement concerning defence research, development and production. Signed at Ottawa on 3 February 1975

Memorandum of Understanding implementing the above-mentioned Agreement. Signed at Stockholm on 26 February 1975

Authentic texts: English, French and Swedish.

Registered by Canada on 18 August 1975.

**CANADA
et
SUÈDE**

Accord concernant la coopération en recherche, en développement et en production de défense. Signé à Ottawa le 3 février 1975

Protocole d'entente mettant en œuvre l'Accord susmentionné. Signé à Stockholm le 26 février 1975

Textes authentiques : anglais, français et suédois.

Enregistré par le Canada le 18 août 1975.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE KINGDOM OF SWEDEN CONCERNING DEFENCE RESEARCH, DEVELOPMENT AND PRODUCTION

The Government of Canada and the Government of the Kingdom of Sweden,
Desiring to facilitate defence research, development and production and to encourage the manufacture and procurement of defence materiel through mutual and joint purchases when possible,

Have agreed as follows:

Article I. For the purposes of this Agreement the two Parties agree, in appropriate cases, to authorize their designated agencies to communicate or deliver to each other such information, technical data and materiel as may be needed to create opportunities for joint research, development and production.

Article II. Both Parties undertake to adopt and apply the following general principles concerning the passage of classified information, technical data and materiel:

- (a) information, technical data and materiel so received shall be accorded at least the same degree of security protection in the receiving country as in the country of origin;
- (b) information, technical data and materiel so received by one Party from the other shall not be communicated or released to a third Party without the express consent of the country of origin;
- (c) information, technical data and materiel so received shall not be used for purposes other than those for which it was intended.

Article III. Industrial/intellectual property including patents, copyrights, trade and industrial secrets pertaining to information, technical data and materiel which has been communicated or delivered by one Party to the other shall be respected and safeguarded in accordance with the laws in force within the recipient country.

Article IV. Detailed procedures concerning communication and handling in connection with the exchange of information, technical data and materiel pursuant to the provisions of this Agreement shall be the subject to separate arrangements to be concluded between the competent authorities of the two countries.

Article V. This Agreement shall enter into force on the date of signature. It may be reviewed at any time at the request of either Party.

Article VI. This Agreement shall be subject to termination six months from the date written notice of termination has been given by either Party to the other. Such termination shall be without prejudice to any obligations and liabilities which may have accrued under the terms of this Agreement.

¹ Came into force on 3 February 1975 by signature, in accordance with article V.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose by their respective Governments, have signed the present Agreement.

DONE in two copies at Ottawa this 3rd day of February 1975 in the English, French and Swedish languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en deux exemplaires à Ottawa en langues anglaise, française et suédoise, chaque version faisant également foi, ce 3^e jour de février 1975.

TILL BESTYRKANDE AV DETTA har undertecknade, som blivit vederbörligen bemyndigade därtill av respektive regeringar, underskrivit denna överenskommelse.

SOM SKEDDE i Ottawa den 3 februari 1975 i två exemplar på engelska, franska och svenska, vilka skall äga lika vitsord.

[Signed — Signé]

ALASTAIR GILLESPIE

For the Government of Canada

Pour le Gouvernement du Canada

För Canadas regering

[Signed — Signé]

AKK MALMAEUS

For the Government of the Kingdom of Sweden

Pour le Gouvernement du Royaume de Suède

För Konungariket Sveriges regering

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE GOVERNMENT OF CANADA AS REPRESENTED BY THE DEPARTMENT OF INDUSTRY, TRADE AND COMMERCE OF CANADA AND THE SUPREME COMMANDER, SWEDISH ARMED FORCES REPRESENTING THE KINGDOM OF SWEDEN IMPLEMENTING THE CANADIAN/SWEDISH AGREEMENT CONCERNING DEFENCE RESEARCH, DEVELOPMENT AND PRODUCTION

INTRODUCTION

1.0 This Memorandum of Understanding has been entered into pursuant to Article 4 of the Agreement of February 3, 1975, between the Government of Canada, hereinafter referred to as Canada, and the Government of the Kingdom of Sweden, hereinafter referred to as Sweden.

1.1 The competent authorities in each country are charged with achieving the aims of said Agreement of February 3, 1975, including the development of related policy recommendations, with implementing the exchange of information, technical data and materiel, and with the establishment of procedures to facilitate defence research, development and production between Canada and Sweden. The competent authorities will work closely with their appropriate defence agencies.

COOPERATIVE PROJECTS

2.0 Proposals for the exchange of information, technical data and materiel for joint participation in the practical development of a project may be put forward by either Party.

2.1 The specific terms and conditions applicable to each cooperative project will be the subject of a separate agreement.

2.2 Each such agreement will, *inter alia*, set forth the scope of the project, the applicable degree of classification of the information, technical data and materiel to be exchanged, the procedures for the exchange of information, technical data and materiel, the project authorities, the work to be performed, the types of reports to be submitted, the arrangements for cost-sharing and work-sharing, the arrangements relating to industrial/intellectual property rights, the arrangements for industrial participation in each country, the arrangements for appropriate personnel from each country to visit the other and the arrangements for sales to third countries.

NATIONAL SECURITY—CLASSIFICATION AND PROTECTION

3.0 Each Party shall adopt the necessary security measures to safeguard information, technical data and materiel generated or exchanged pursuant to this Memorandum equivalent to the measures employed by the other Party.

3.1 Any information, technical data and materiel exchanged pursuant to this Memorandum shall be used for information purposes between the governments only, unless the same information, technical data or materiel has been received previously from another source without restriction to its use, the information, technical data or materiel passes into the public domain, or there is a specific agreement between Canada and Sweden to do otherwise.

¹ Came into force on 26 February 1975 by signature, in accordance with paragraph 4.2.

3.2 Any information, technical data and materiel exchanged pursuant to this Memorandum shall be clearly labelled by the originator with a Restrictive Legend which sets forth the nature of any confidence that the originator has previously undertaken. The Party receiving information, technical data or materiel bearing such a Restrictive Legend shall adopt the necessary measures to ensure that the confidence is not breached. The receiving Party shall not be responsible to the originating Party for any alleged misuse or damages relative to that confidence in respect to such information, technical data or materiel received under this Memorandum which did not bear such a Restrictive Legend.

3.3 Classified Canadian mail is to be sent by diplomatic bag through the Canadian Embassy in Stockholm. Classified Swedish mail is to be sent by diplomatic bag through the Swedish Defence Attaché concerned in Ottawa.

3.4 The Party imposing security protection on information, technical data or materiel generated or exchanged pursuant hereto shall, sixty days in advance, notify the other Party of any intention to alter the degree of protection.

3.5 The Party obligated to safeguard the confidentiality of information, technical data and materiel received pursuant to this Memorandum will not be liable to the other Party for any loss or damage to any industrial, commercial or other interests, caused solely by the imposition of security protection.

3.6 The applicable Canadian and Swedish degrees of security classification and how they correspond are shown below-

<i>Canada</i>	<i>Sweden</i>
Secret	
Confidential	Hemlig
Restricted	

REVIEW, AMENDMENT AND TERMINATION

4.0 This Memorandum may be modified or terminated at any time with the concurrence of the two Parties. Either Party may terminate this Memorandum by giving six months' notice in writing to the other. It shall be reviewed periodically to ensure that the overall objectives are being achieved.

4.1 On termination of this Memorandum the obligation in respect of confidence and the security obligations as set forth in paragraphs 3.0, 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6 shall continue as if such termination did not take place.

4.2 This Memorandum of Understanding shall be signed by authorized representatives of the two Parties and shall enter into force on the date of signature. It shall be prepared in the English, French and Swedish languages, each version being equally authentic.

Signed at Stockholm this 26th day of February, 1975.

For Canada:

[Signed]
R. H. JAY

For Sweden:

[Signed]
GENERAL S. SYNNERGREN