

No. 16262

**UNITED STATES OF AMERICA
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

Memorandum of understanding concerning the transfer of technical data relating to the JT-10D jet engine collaboration agreement to third countries. Signed at Washington on 30 December 1976

Authentic text: English.

Registered by the United States of America on 27 January 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD**

Mémoire d'accord relatif au transfert à des pays tiers de données techniques concernant le moteur à réaction JT-10D fournies dans le cadre de l'accord de collaboration relatif audit moteur. Signé à Washington le 30 décembre 1976

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 27 janvier 1978.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT OF THE UNITED KINGDOM CONCERNING THE TRANSFER OF TECHNICAL DATA RELATING TO THE JT-10D JET ENGINE COLLABORATION AGREEMENT TO THIRD COUNTRIES

Reference is made to recent discussions between representatives of the Government of the United States and the Government of the United Kingdom concerning commercial arrangements with respect to the design and development of a jet aircraft engine designated the "JT-10D" entered into by the Pratt and Whitney Aircraft Group, Commercial Products Division, United Technologies, Inc., a United States firm; Rolls Royce, Ltd., a British firm; Motoren und Turbinen-Union GmbH, a German firm; and Fiat S.p.A., an Italian firm.

Under the aforementioned commercial arrangements, the United States firm has agreed, subject to approval by the Government of the United States, to make available to the British firm certain advanced technical data relating to aircraft engine design and manufacture. The Government of the United States desires to facilitate this cooperative endeavor by granting the necessary approval, so long as the information to be transferred will be adequately safeguarded against disclosure to third Parties or uses other than those specified in the collaboration agreement entered into by the United States, British, German, and Italian firms. The United States firm has been advised that export from the United States of technical data under the collaboration agreement is authorized subject to several conditions precedent, one of which is the conclusion of "a satisfactory agreement with the Governments of the JT-10D partners constraining all Parties from divulging any technical information on JT-10D design and manufacturing technology to third Parties".

Section I. RESPONSIBILITIES OF THE UNITED KINGDOM

The Government of the United Kingdom furnishes to the Government of the United States its firm assurances that it will not, except as hereinafter provided, disclose or permit the disclosure of technical data made available to the British firm by the United States firm pursuant to the collaboration agreement, and as particularly identified in Appendices 4 and 6 thereof, including technology developed in the implementation of that agreement, to any third country or to a national of a third country, and, further, that it will take all practicable measures to prevent that information from being so disclosed. The foregoing assurances apply to information conveyed to the British firm in writing and identified as JT-10D restricted technology pursuant to the collaboration agreement and, only so far as practicable, to information conveyed orally or by other means. They do not apply to information in the public domain or to information which was already known to the British firm prior to its receipt from the United States firm, it being understood that nothing in this understanding authorizes the release to third countries or to nationals of third countries of information received from the United States firm pursuant to the collaboration agreement that was not already releaseable to third countries or to nationals of third countries. They do not apply to transfers to the German and Italian partners, in accordance with the collaboration agreement, of technical information not relating to the engine core and necessary for them to perform their respective roles under that agreement. The Government of the United Kingdom will also advise the Government of the United States promptly should any unauthorized disclosure occur.

¹ Came into force on 30 December 1976 by signature.

Further, the Government of the United Kingdom will request the British firm to insure that confidential Rolls Royce technology is initially transmitted in writing.

Section II. RESPONSIBILITIES OF THE UNITED STATES

The Government of the United States furnishes to the Government of the United Kingdom its firm assurances that it will not, except as hereinafter provided, disclose or permit the disclosure of technical data made available to the United States firm by the British firm pursuant to the collaboration agreement, and as particularly identified in Appendices 4 and 6 thereof, including technology developed in the implementation of that agreement, to any third country or to a national of a third country, and, further, that it will take all practicable measures to prevent that information from being so disclosed. The foregoing assurances apply to information conveyed to the United States firm in writing and identified as “confidential Rolls Royce technology” pursuant to the collaboration agreement and, only so far as practicable, to information conveyed orally or by other means. They do not apply to information in the public domain or to information which was already known to the United States firm prior to its receipt from the British firm, it being understood that nothing in this understanding authorizes the release to third countries or to nationals of third countries of information received from the British firm pursuant to the collaboration agreement that was not already releaseable to third countries or to nationals of third countries. They do not apply to transfers to the German and Italian partners, in accordance with the collaboration agreement, of technical information necessary for them to perform their respective roles under that agreement. The Government of the United States will also advise the Government of the United Kingdom promptly should any unauthorized disclosure occur.

Further, the Government of the United States has requested the United States firm to insure that core information is initially transmitted in writing.

Section III. IMPLEMENTATION OF THE CONTRACT

Comparable assurances have been requested by the Government of the United States from the Governments of the German and Italian partners to the JT-10D collaboration agreement with respect to technical information to be made available to those partners. Upon receipt of the requested assurances from all of the concerned Governments, the Government of the United States will inform the United States firm that the conditions imposed upon United States approval of the proposed export have been fulfilled, and that implementation of the contract, therefore, may commence.

Signed at Washington on this 30th day of December, 1976.

For the Government of the United States:

[Signed — Signé]¹

Acting Director

Bureau of Politico-Military Affairs

Department of State

For the Government of the United Kingdom:

[Signed — Signé]²

Counselor

Embassy of the United Kingdom

¹ Signed by Richard A. Ericson — Signé par Richard A. Ericson.

² Signed by K. B. A. Scott — Signé par K. B. A. Scott.