

No. 22823

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**BRAZIL**  
**and**  
**UNITED STATES OF AMERICA**

**Memorandum of Understanding on industrial-military co-  
operation. Signed at Brasília on 31 August 1983**

*Authentic texts: Portuguese and English.*

*Registered by Brazil on 30 March 1984.*

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

**Mémorandum d'accord relatif à la coopération entre l'in-  
dustrie et l'armée. Signé à Brasília le 31 août 1983**

*Textes authentiques : portugais et anglais.*

*Enregistré par le Brésil le 30 mars 1984.*

## MEMORANDUM OF UNDERSTANDING<sup>1</sup> ON INDUSTRIAL-MILITARY COOPERATION

### PREAMBLE

The Government of the United States of America and the Government of the Federative Republic of Brazil, hereinafter referred to as the Governments,

In fulfillment of an understanding reached by the President of the United States and the President of Brazil, and

To make better use of their respective industrial and military capabilities through cooperation in the development and production of military-related products in order to benefit both countries,

Hereby enter into this Memorandum of Understanding (MOU) which sets forth the guiding principles governing industrial-military cooperation.

### *Article 1.* PRINCIPLES GOVERNING INDUSTRIAL-MILITARY COOPERATION

1.1. Both Governments intend to establish industrial-military cooperation through programs subject to the approval of the two Governments. Such cooperative programs will be consistent with the established laws, regulations and policies of the two Governments, and

1.1.1. Should take into consideration the military requirements and objectives of each Government.

1.1.2. Should represent a cost-effective and rational investment.

1.1.3. Should embody reciprocal benefits to both Governments, while being structured to adjust to the available resources and current business practices.

1.1.4. Should contribute to the enhancement of the capabilities of the armed forces of each country.

1.2. The Governments agree to exchange technology to facilitate approved cooperative programs, in accordance with the following:

1.2.1. The provisions of a general security of military information agreement and such other arrangements to be negotiated by the respective Governments for the protection from unauthorized disclosure of classified military information.

1.2.2. The legal and policy requirements for technology transfer determined by the respective Governments on a case-by-case basis.

1.3. Both Governments will provide appropriate policy guidance and will establish administrative procedures within their respective organizations in order to facilitate industrial-military cooperation.

1.4. Technical information, including technical data packages (TDPs), furnished by one Government to the other Government or to persons in the other country for the purpose of approved cooperative programs shall not be used for any other purpose without the prior agreement of the originating Government.

<sup>1</sup> Came into force on 6 February 1984 by the exchange of diplomatic notes to that effect, in accordance with article 5 (5.1).

1.4.1. Each Government will ensure, according to its own legislation, that total protection is given by its employees, agents and contractors to proprietary rights or to any protected or classified information they may contain.

1.4.2. Technical information or technical data packages shall be transferred by the recipient Government to any third country Government, to an entity of a third country, or to a person of a third country, only by means of a written arrangement between both Governments. Such transfers will be the subject of consideration on a case-by-case basis before a specific program is implemented in accordance with the terms of this Memorandum of Understanding.

1.4.3. Each Government will also undertake its best efforts to ensure compliance with the foregoing provisions on the part of other persons in its country.

1.5. Each Government will make available to the other adequate information to permit an assessment of the feasibility of initiating specific cooperative programs proposed and agreed upon under the provisions of this MOU.

## *Article 2. INTERIM SECURITY MEASURES*

2.1. As provided in 1.2.1, the security of classified industrial-military information exchanged under this MOU will be subject to any security agreement and arrangements which may subsequently be concluded by the Governments. Until such agreement and arrangements enter into effect, the following provisions will apply:

2.1.1. Any items, plans, specifications, technical data or other information furnished in connection with the implementation of this MOU which are classified by the furnishing Government for security purposes will be transferred through Government channels, and the receiving Government shall maintain a similar classification and employ security measures substantially equivalent to those employed by the furnishing Government.

2.1.2. All classified information communicated between the Governments or through them to industry shall be protected in accordance with the following principles:

2.1.2.A. Classified industrial-military information will be protected in each country according to its own laws and regulations for safeguarding such information.

2.1.2.B. Authorizations for access to classified industrial-military information are the responsibility of the Government authorities of the country in which such information is safeguarded.

2.1.2.C. Classified industrial-military information will be revealed only to those persons, civilian or military, officials or private persons, who have an appropriate security clearance and the need to know because of their functions or position.

2.1.3. Information provided by either Government to the other on condition that it remain classified shall either retain its original classification or be assigned a classification equivalent to that required by the other Government, in order to ensure protection against unauthorized disclosure. To assist in providing the desired protection, each Government will mark such information with a legend indicating the origin of the information, that it relates to this MOU, and that the information is furnished in confidence.

2.1.3.1. Classified industrial-military information which legally becomes part of the public domain or which has its security classification modified by the country

which released it will, accordingly, be exempt from the provisions of this MOU or will be reclassified in a way which is equivalent to its reclassification in the originating country. Under no circumstances may there be a different classification of such information between the two Governments.

2.1.4. Each Government, upon request, will permit visits to its territory by security experts of the other Government to discuss security rules and procedures related to classified industrial-military information received from the other Government within the context of the cooperative programs. The Government of the visited country will assist such experts in verifying, in a mutually convenient way, that information provided to it by the other Government is being adequately protected.

2.1.5. Both Governments will investigate, in their respective territories, all cases in which it is known, or there are grounds for suspecting, that classified industrial-military information exchanged under provisions of this MOU has been lost or disclosed to unauthorized persons. In the case of such occurrences, each Government will also promptly and fully inform the other Government of the details of any such occurrences as well as of the final results of the investigation and of corrective action taken to preclude recurrences.

### *Article 3. INDUSTRY PARTICIPATION*

3.1. Implementation of this MOU will involve significant industrial participation. Notwithstanding the governmental procedures to facilitate the implementation of this MOU, it will be the basic responsibility of the industries in each country to advise the respective Governments of their capabilities for cooperation and to carry out the supporting actions necessary for industrial participation.

3.2. Each Government will be responsible for communicating to its relevant industries the basic terms of this MOU and the appropriate implementing guidance. Each Government shall take steps to ensure that its industries comply with the provisions of this MOU regarding use and transfer of technical information and TDPs, and regulations pertaining to security and to safeguarding classified industrial military information.

3.3. To encourage the exchange of information in accordance with this MOU, each Government will facilitate visits by authorized officials and representatives of the other country to appropriate military and industrial facilities for the development and execution of cooperative programs.

### *Article 4. DURATION*

4.1. This MOU will remain in effect for a five-year period. It may be extended for successive five-year periods upon agreement by the respective Governments.

4.2. This MOU may be terminated at any time by either Government which will notify the other Government through diplomatic channels. The termination will take effect 180 days after the date of the notification.

4.3. The termination of this MOU shall, under no circumstances, affect the protection granted in it to the classified industrial-military information which had been exchanged while it was in effect.

4.4. Should this MOU be terminated, any contract entered into under the terms of this MOU shall continue in effect, unless the contract is terminated in accordance with its own terms, or as mutually agreed by both Parties.

*Article 5.* ENTRY INTO FORCE

5.1. This MOU will enter into force upon the exchange of diplomatic notes.

5.2. The two Governments may enter into supplementary protocols to this MOU, if judged necessary in light of experience.

5.3. Any amendments to this MOU will enter into effect through an exchange of diplomatic notes.

Brasília, August 31, 1983

[Signed — Signé]<sup>1</sup>

[Signed — Signé]<sup>2</sup>

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<sup>1</sup> Signed by Nestor Sanchez — Signé par Nestor Sanchez.

<sup>2</sup> Signed by Mário Rubens Brum Negreiros — Signé par Mário Rubens Brum Negreiros.