

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 invokable 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.

ARTICLE VIII**DURATION**

19 This Agreement shall come into force on signature and shall remain in force for a period of five years. The term may be extended only by the specific written concurrence of both Parties.

20 This Agreement may be amended by written mutual consent at the request of either Party. The Parties may mutually consent to its review at any time.

ARTICLE IX**TERMINATION**

21 This Agreement may be terminated at any time by written mutual consent of the Parties. Alternatively, it shall be terminated by either Party giving the other written notice of its intention to terminate, in which case it shall terminate ninety days after receipt of such notice.

22 Within 30 days of this Agreement ceasing to remain in force, each Party shall prepare and exchange its appraisal of the results of work under this Agreement.

23 In the event of termination, the provisions concerning release and transmission of information, security and intellectual property rights in this Agreement (including Annex C), and Article V Paragraph 14, shall remain in effect as if the Agreement had not been terminated.

ARTICLE X**ANNEXES**

24 The Annexes to this Agreement form, and shall be read as, an integral part of this Agreement.

IN WITNESS WHEREOF the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at Washington, on the 14th day of March 1990.

For the Government
of the United States
of America:

[Signed]

ROBERT D. EAGLET, MGen., USAF
Assistant Deputy,
Assistant Secretary of the Air Force
(Acquisition)

For the Government
of Australia:

[Signed]

A. M. CARWARDINE
Rear Admiral
Head, Australian Defence Staff
Washington, D.C.

ANNEX A
TO PROJECT AGREEMENT 88/102
ACTIVITIES AND RESPONSIBILITIES

1. ACTIVITIES

NEAR TERM PROGRAM OBJECTIVE

The near term program is designed to be accomplished over the next two-three years. To realize our near term goal, two phases have been established related to the creation of the computer network infrastructure and a communications network infrastructure. These are explained further.

INTERIM PHASE - Demonstrate how national, command and control data processing can operate in a cooperative fashion. This shall be demonstrated via the use of a distributed sensor simulation and data base that will have parts operating in the US and Australia.

FINAL PHASE - Demonstrate how national command and control communications networks can operate in a cooperative manner. This shall be demonstrated through the use of a cooperative gateway that will manage the flow of communications from one nation's testbed to the other. Both nation's network management facilities shall effect real-time control of this gateway.

PROGRAM DESCRIPTION

INTERIM PHASE - In both the US and Australia, there is a significant trend toward the use of data communications to enable distributed command and control. Therefore, as a first phase to this program, a packet switched internetworking testbed shall be set up between the two countries.

At the present time, Rome Air Development Center (RADC) is creating a packet switched testbed called ROMENET. An equivalent testbed needs to be set up at Electronics Research Laboratory (ERL) and the two testbeds tied together. These testbeds shall form the basis for experimentation on cooperative networks in communications and computers.

Once the communications testbeds are in place and operating, a computer network shall be overlaid and, for the first time, shall allow distributed command and control experiments to be conducted as the near term goal under this Project Arrangement. This shall require that both Nations place host computers on the communications network that can utilize the US developed CRONUS distributed operating system. That being

done, a distributed sensor simulation (now operating on CRONUS in the US) shall be placed on this US-Australian internetwork. Also a distributed data base called "Informix" which comes with the CRONUS software shall be installed.

With these distributed processing capabilities in place, several demonstrations and experiments shall be conducted in distributed sensors to verify the operation of the joint testbed and to evaluate the impact of globally-distributed simulations operating under the CRONUS.

As a second step, an experiment shall be conducted in the area of distributed data bases. A distributed database capability being developed for CRONUS shall be installed on the internetworked clusters. The purpose of this experiment is to study the impact of wide geographic distances on the currency of data bases that may be required to support operational forces.

FINAL PHASE - Communications interoperability is expected to play an important role in allowing each Government's forces to utilize each other's command and control assets and communications. In the interim phase, the aim is to demonstrate how computer resources can be shared to support allied operations. In this phase, the goal is to show how each Government can gain access to and utilize the host Government's data communication resources. This demonstration shall be limited to the use of each Government's testbed network and shall not use operational communication assets. The key to this endeavour shall be the cooperative development of a unique gateway technology. A new form of gateway shall be developed that can be controlled from both network operations centers. In this manner, each network can manage the amount of external traffic coming into it whether for termination or transit purposes. RADC shall take the lead in the development of the hardware for this Cooperative Gateway (CG) and Australia shall take the lead for development of the control algorithms.

B. RESPONSIBILITIES

During the interim phase, USDOD shall:

1. Provide ADOD with two C-30 Packet Switches and a Network Operating Center (NOC).
2. Provide/Install CRONUS distributed operating system on the ADOD host computer.
3. Provide CRONUS training for ADOD engineers.
4. Provide/Install C2 Internet Sensor/Database Simulation on the ADOD host computer.
5. Participate in design and evaluation of experiments.

During the interim phase, ADOD shall:

1. Install/configure USDOD-provided equipment.
2. Develop traffic sources and applications for experiments.
3. Acquire or obtain necessary communications to US for ROMENET access.
4. Acquire or obtain necessary communications for Defence Data Network (DDN) access.
5. Interface ADOD unclassified Local Area Network with VAX host/terminals to testbed.
6. Send ADOD engineers to US for CRONUS/Packet Switched Node/NOC training.
7. Participate in design, conduct and evaluation of joint experiments.

FINAL PHASE

During the final phase, USDOD shall:

1. Design of Cooperative Gateway ("CG").
2. Develop CG hardware and operating software incorporating Australian developed control algorithms.
3. Participate in experiments.

During the final phase, ADOD shall:

1. Develop Cooperative Gateway control algorithms.
2. Design CG experiments.
3. Participate in experiments.

ANNEX B

TO PROJECT AGREEMENT 88/102

ESTABLISHMENTS, AUTHORITIES AND PROJECT OFFICERS

1. In the implementation of this Agreement, Authorities, Establishments and Project Officers of the US Department of Defense and the Australian Department of Defence listed herein are authorized to correspond with each other. Such correspondence shall be forwarded as follows:

a. From Australia

To the Australian Project Officer and/or Steering Committee member listed herein, with a copy to the relevant Associate Project Officer, Counsellor Defence Science, Australian Defence Staff, Embassy of Australia, Washington DC.

b. From the United States

To the US Project Officer and/or Steering Committee member listed herein, with a copy to the relevant Associate Project Officer, Counsellor Defence Science, Australian Defence Staff, Embassy of Australia, Washington DC.

2. Requests by Establishments and Authorities listed herein for information which falls within the scope of this Agreement and which was originated by the other country shall be addressed to the Project Officer of that country. Such requests shall be transmitted through Australian Defence Staff, Embassy of Australia, Washington DC. If the request is itself classified, it shall be afforded the same degree of security protection as that prescribed for classified information under Annex C of this Agreement.

3. The following are the Establishment, Authorities and Project Officers concerned with this Agreement:

a. For the United States

(1) Establishments:

- (a) Rome Air Development Center (RADC)
RADC/DCL
Griffiss AFB, NY 13441

- (b) Deputy Under Secretary of Defense
Industrial and International Programs (OSD/I&IP)
The Pentagon, Washington, D.C. 20301
 - (c) Deputy Assistant Secretary of Defense
(Command, Control and Communications)
The Pentagon, Washington, D.C. 20301
 - (d) Deputy for International Programs
Office of the Assistant Secretary for Acquisition
United States Air Force, The Pentagon,
Washington, D.C. (SAF/AQI) 20330
- (2) Authorities:
- (a) Steering Committee member
Mr J. Graniero
Rome Air Development Center
Griffiss AFB, NY, 13441.
 - (b) Project Officer
Mr Dan McAuliffe
Rome Air Development Center (RADC)
RADC/DCL
Griffiss AFB, NY, 13441.

b. For Australia

- (1) Establishments:
- (a) HQ Australian Defence Force
Department of Defence
Russell Offices
CANBERRA ACT 2600
 - (b) Electronics Research Laboratory
Defence Science & Technology Organisation
PO Box 1600
SALISBURY SA 5108
- (2) Authorities:
- (a) Chief Defence Scientist
Defence Science & Technology Organisation
Anzac Park West Offices
CANBERRA ACT 2600

- (b) Steering Committee Member
Mr R.E. Kane
Chief of Division
Communications Division
Electronics Research Laboratory
PO Box 1600
SALISBURY SA 5108
- (c) Project Officer
Mr Philip M. Sykes
Head, Switching Signalling & Networks
CD/ERL
PO Box 1600
SALISBURY SA 5108
- (d) HQ Operational Requirements Adviser
AIRCDRE K.J. Tipping
Director-General
Joint Communications & Electronics
Russell Offices
CANBERRA ACT 2600

ANNEX C**TO PROJECT AGREEMENT 88/102****SECURITY, RELEASE AND TRANSMISSION OF INFORMATION****1. GENERAL CONDITIONS OF RELEASE**

a. All releases by either country are subject to and must conform with all applicable national laws, policies regulations and guidelines.

b. The Parties understand that all information, classified and unclassified, exchanged under the conditions of this project is accepted subject to the following conditions, and that these conditions shall be permanently affixed thereto in a conspicuous place or manner.

(1) All classified information or materiel exchanged between the Parties pursuant to this Agreement shall be protected under 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 and the United States/Australia Industrial Security Agreement, dated 15 August 1966, as amended.

(2) Each Party shall take all lawful steps available to it to keep information exchanged in confidence under this Agreement free from disclosure under any legislative provisions, unless the other Party consents to such disclosure.

(3) To assist in providing the desired protection, each Party shall mark such information furnished to the other with a legend indicating the country of origin, the security classification, the conditions of release, and, if classified, the fact that the information relates to this Agreement and that it is furnished in confidence.

(4) Unclassified information provided by either Party to the other in confidence, and information produced by either Party pursuant to this Agreement, requiring confidentiality will be safeguarded in a manner that ensures its proper protection from unauthorized disclosure.

(5) The information is for use for defense purposes only.

(6) Information not owned by either Party shall not be used or disclosed in any manner that might

prejudice any rights of the owner, including the right to obtain patent or other like protection thereof.

(7) Information that is subject to limited rights of use or disclosure shall not be released to non-government parties without the prior written consent of the Originating Party.

(8) At each industrial, commercial, or other non-Government facility wherein classified information furnished by the other participant is to be used, the Receiving Party shall ensure that a person is assigned, who may or may not be the Project Officer, of sufficient rank to exercise effectively the responsibilities for safeguarding at such a facility the information pertaining to the project. After consultation with the appropriate security agencies, this person shall be responsible for releasing classified materials only to those persons who have been properly cleared for access to the project.

(9) The Chief Defence Scientist of the Australian Department of Defence assures the US Assistant Secretary of the Air Force (Acquisition) that adequate provisions for security exist in the facilities to be utilized and that the Australian Department of Defence assumes responsibility for safeguarding, by all available means, all US classified information which may be released to Australia for use in this project.

(10) The US Assistant Secretary of the Air Force (Acquisition), in turn, assures the Chief Defence Scientist of the Australian Department of Defence that adequate provisions for security exist in the facilities to be utilized and that the United States Department of Defense assumes responsibility for safeguarding, by all available means, all Australian classified information which may be released to the United States for use in this project.

(11) All information resulting from the research performed under this Agreement shall be classified in accordance with the security guidelines provided in a classification guide to be established and updated from time to time by a Mutual Security Working Group specific to this project.

(12) If questions arise concerning classification, the information shall be tentatively classified SECRET and referred immediately for resolution to the appropriate security authorities of both nations via the designated officials or Project Officers.

c. Unclassified information resulting from this project, which may be suitable for publication in scientific or technical journals, shall first be specifically cleared for public disclosure by both Parties.

2. TRANSMISSION OF INFORMATION

a. Transmission of information shall be in accordance with paragraphs 2d and 2e of this Annex except that:

(1) Oral and visual exchange of technical information at meetings and conferences is permissible between personnel authorized to make such exchanges by the respective Project Officers. Such exchanges shall be noted and regarded as subject to the general conditions of paragraph 1 of this Annex.

(2) Classified patent applications and correspondence relating thereto shall continue to be dealt with according to procedures already established between the respective parties.

b. For all classified information released, a receipt identifying that information in detail must be obtained and maintained by the Project Officer of the Originating Party.

c. Regardless of security classification, all releases of documentary information shall be recorded by the Project Officer of the Originating Party. In the case of unclassified documents, it shall be the responsibility of the releasing office to notify the Project Officer for the purpose of recording.

d. The transmission of United States' documents and correspondence pertaining to this project shall be in accordance with the following procedures:

(1) Classified documents shall be released only by the cognizant US Project Officer through Government-to-Government channels. Such documents shall be forwarded by the cognizant US Project Officer to the Australian Project Officer via the Australian Defence Staff, Australian Embassy, Washington, D.C.

(2) Classified correspondence shall be forwarded via the cognizant US Project Officer. The cognizant US Project Officer shall transmit such correspondence to the Australian Project Officer via the Australian Defence Staff, Australian Embassy, Washington, D.C. through Government-to-Government channels.

(3) Unclassified correspondence and documentation may be forwarded by US participants listed in Annex B directly to the Australian addressee with a copy to the cognizant US Project Officer.

e. The transmission of Australian documents and correspondence pertaining to this project shall be in accordance with the following procedures:

(1) Classified documents shall be forwarded to the Australian Project Officer and transmitted to the cognizant US Project Officer via personnel of the Australian Defence Staff, Australian Embassy, Washington, D.C. who are formally accredited to the US Project Officer's organization for the official conduct of such business on a Government-to-Government basis.

(2) Classified correspondence shall be forwarded via the Australian Project Officer and transmitted to the cognizant US Project Officer via personnel of the Australian Defence Staff, Australian Embassy, Washington, D.C. who are formally accredited to the US Project Officer's organization for the official conduct of such business on a Government-to-Government basis.

(3) Unclassified correspondence and documentation may be forwarded by an Australian participant listed in Annex B directly to the US addressee with a copy to the Australian Project Officer.

3. RELEASE OF PRIVATELY OWNED INFORMATION FOR INFORMATION ONLY

a. Technical information which is known or believed not to be owned by either Party may be released "for information only" if any of the following conditions is met:

(1) the owner expressly consents to the proper release.

(2) the Originating or Receiving Party, by contract or otherwise, has acquired or is entitled to acquire the information under the circumstances which permit the proposed release.

(3) appropriate officials of the Originating or Receiving Party determine that under their laws, regulations and policies, they may permit release of the information without consent of the owner.

b. When technical information which is known or believed not to be owned by either Party is released for information only under this paragraph, it shall be subject to the Receiving Party accepting the general conditions and the following additional conditions, a copy of which shall be permanently affixed thereto in a conspicuous place or manner:

(1) This information is accepted upon the understanding that it might be privately owned or developed.

(2) This information is accepted solely for the purpose of information and shall accordingly be treated as disclosed in confidence. The Receiving Party shall use its best endeavours to ensure that the information is not dealt with in any manner likely to prejudice the rights of any private owner thereof, including the right to obtain patent or other like statutory protection therefor.

(3) If, subject to paragraph 1.a.(5), the information is submitted to non-government recipients, such recipients shall receive the information on the same conditions as the Receiving Party. The Receiving Party shall obtain the prior consent of the Originating Party to the release of such information to a non-government organization.

(4) The Receiving Party shall obtain the consent of the Originating Party if it desires this information be made available for manufacture and use for defense purposes.

4. RELEASE FOR MANUFACTURE AND USE FOR DEFENSE PURPOSES

a. Whenever a request for release of technical information for "manufacture and use for defense purposes" is submitted to one of the Parties, the Party receiving the request shall determine whether the information is privately owned or developed and when it is found to be so, shall seek the consent of the owner to the release.

b. If the technical information requested is privately owned or developed and the Party receiving the request is unable to obtain permission for release of the information for "manufacture and use for defense purposes", the Party receiving the request shall permit the requesting Party or its contractor, to negotiate directly with the owner and shall, where possible, assist in such negotiations. Where the owner will neither

consent to release nor negotiate in respect of the information, the Originating Party shall take steps in accordance with its laws to attempt to obtain the use of the information.

c. Where any technical information is released in accordance with this paragraph, such release shall be subject to the general conditions of release contained in paragraph 1 of this Annex.

5. PATENT RIGHTS

Matters concerning patent rights and technical information will be handled in accordance with the United States/Australia Technical Property Agreement - "Interchange of Patent Rights and Technical Information for Defense Purposes", entered into force 24 January 1958 and amplified by agreement "Interchange of Patent Rights and Technical information for Defense Purposes: Filing of Classified Patent Applications"¹ entered into force 2 October 1961.

¹United Nations, *Treaty Series*, vol. 421, p. 318.