

5. TECHNICAL AND ADMINISTRATIVE MATTERS

5.1 Consistent with its laws and regulations, the host Participant will provide, at no cost to the sending Participant, such technical and administrative support as is deemed necessary for the efficient performance of assigned tasks.

5.2 To the extent permitted by laws and regulations, exchange personnel assigned under this program will be subject to the same restrictions, conditions, and privileges as host DND/DoD personnel of comparable rank in the area of assignment. Defence Professional Personnel will comply to the extent possible to the dress regulations of the sending Participant. Further, to the extent permitted by the laws and regulations of the host government, exchange personnel and their authorized dependents will be accorded on a reciprocal basis:

- a. Exemption from any tax by the host government upon income received from the sending Participant.

b. Exemption from any customs and import duties or similar charges levied on articles entering the host country for their official or personal use, including, inter alia, their baggage, household effects, and private motor vehicles. The foregoing does not in any way limit privileges set forth elsewhere in this MOU, or other privileges granted by the laws and regulations of the host government.

5.3 Exchange personnel and their authorized dependents will be briefed regarding their specific entitlements, privileges, and obligations prior to or immediately following their arrival in the host country. Suggested topics for such briefings are described at Enclosure 3 to Annex A.

5.4(i) As a general rule, exchange personnel will observe public holidays of the host government rather than their own public holidays. Exception to this rule may be made by the facility to which the exchange personnel is assigned.

5.4(ii) Exchange personnel will be granted leave in accordance with the regulations of the sending Participant, provided that such leave is also approved by the appropriate authority of the host Participant. The host Participant will ensure that copies of all leave documents are forwarded to the sending Participant Executive Agent.

5.4(iii) Leave travel for exchange personnel will be arranged and paid for by the sending Participant in accordance with the regulations of the sending Participant.

5.5 All exchange personnel will work under the guidance and control of a host supervisor who will, after three months and upon completion of a tour of duty, submit a program evaluation report through the Executive Agent to the sending Participant. Program reports on exchange personnel will be made in the format required by the sending Participant.

5.6. Periodic or other reports that exchange personnel may be required, or wish, to make concerning their exchange duties that they consider to be of use to their sending Participant and wish to be passed to their parent department must be given an appropriate security classification. Transmission of such reports will be between Executive Agents in accordance with each Participant's national security regulations.

6. STATUS AND CLAIMS

6.1 The status of exchange personnel while in the host country will be governed by the Agreement Between Parties to the North Atlantic Treaty Regarding the Status of Their Forces (NATO SOFA) signed 19 June 1951, and related bilateral agreements between the Participants.

6.2 Where applicable, claims against either Participant or their personnel will be handled in accordance with Article VIII of the NATO SOFA.

7. INVENTIONS AND TECHNICAL INFORMATION

7.1 The respective rights of exchange personnel and the two Participants to inventions (whether patentable or nonpatentable) made (either conceived of or reduced to practice), and to technical information developed, by exchange personnel during the period of and as a result of their participation in the program will be governed by the laws and regulations of the respective sending country.

7.2 Notwithstanding paragraph 7.1 above and subject to paragraph 7.3 below, the sending Participant will agree to provide free-of-charge to the host Participant a worldwide non-exclusive, irrevocable, royalty-free license to:

- (a) translate, reproduce, and publicly distribute scientific and technical journal articles, reports, books and other literature prepared by its exchange personnel as a direct result of the assignment of such personnel to the host Participant under this MOU; and

(b) practice (to make, to have made, to use, and to have used) the inventions, and exploit the technical information, described in paragraph 7.1 for its own governmental purposes.

To the extent that the laws and regulations of the sending country do not, by their own operation, enable the sending Participant to provide to the host Participant the licenses described above, the sending Participant will, at its own expense, acquire the necessary licensing rights, if required, from its exchange personnel through whatever reasonable means necessary.

7.3 The host Participant will not transfer to any third party any inventions and/or technical information in which it acquires a license under paragraph 7.2, together with articles produced from such inventions and/or technical information, without the express written consent of the sending Participant.

7.4 The sending Participant of a defence professional who makes an invention while participating in this exchange program, will have first priority to prosecute or to have prosecuted on its behalf patent applications.

The sending Participant will, within a reasonable period of time, notify the host Participant of the countries in which it files, or its exchange personnel file, patent applications as above. In all other countries, the host Participant may prosecute or have prosecuted on its behalf (as licensee) patent applications to secure such rights.

7.5 Any additional compensation or award under an incentive award program or similar program due and owing to exchange personnel for work performed under this program will be the responsibility of the sending Participant.

8. CONFLICT OF INTEREST

8.1 Before agreeing to accept a person on exchange, the Participants will satisfy themselves that there is no risk of conflict of interest or that if the risk of conflict of interest is significant, they will make such provisions as are necessary to prevent the conflict of interest from arising.

8.2 It is agreed that exchange personnel will continue to respect the conflict of interest and post-employment laws and regulations of the sending Participant, and prior to the commencement of an exchange assignment, will comply with the applicable laws and regulations of the host Participant.

9. RESOLUTION OF DISPUTES

9.1 Any disagreements with the interpretation or implementation of this MOU will be resolved through consultation between the Participants and will not be submitted to judicial process or a third party for resolution.

10. DURATION, AMENDMENT AND TERMINATION

10.1 This MOU will remain in force for a period of ten years. It may be amended or extended by mutual written consent between the Participants. In the event either Participant contemplates termination of its involvement in the program, it will promptly consult the other Participant, and if consultations result in a decision to terminate, six months written notification will be given.

10.2 In the event of termination or expiration of this MOU, the commitments stated in sections 4 and 7 that accrued prior to termination or expiration will continue without the limit of time.

10.3 IN WITNESS WHEREOF, the duly authorized officials of the two Participants have executed this MOU as of the date(s) below indicated. This MOU consists of sections 1 through 10 and Annexes A and B inclusive, and is executed in the English language. This MOU will enter into force upon the date on which the last signature is affixed below, which date will be entered on the cover page as the date of this MOU.

FOR THE DEPARTMENT OF
NATIONAL DEFENCE OF CANADA


SIGNATURE

LGen K.R. Foster
Assistant Deputy Minister (Personnel)
TYPED NAME

13 September 1991
DATE

Ottawa, Canada
LOCATION

FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED
STATES OF AMERICA


SIGNATURE

LTJ BILLY M. THOMAS
Deputy Commanding General
for Int'l Cooperative Programs
TYPED NAME

2 October 1991
DATE

Alexandria, Virginia
LOCATION