

ANNEX II

Security Obligations

I. Protection of Sensitive Technology

The Parties agree that no Information, material or Equipment requiring protection in the interest of national security, defense or foreign relations and classified in accordance with applicable national laws and regulations shall be provided under this Agreement. In the event that Information, material or Equipment which is known or believed to require such protection is identified by a cooperating Party in the course of a Cooperative Activity, it shall be brought immediately to the attention of the appropriate officials of the other cooperating Parties. The cooperating Parties shall consult to identify and implement appropriate security measures for such Information, material and Equipment, to be agreed upon by the Parties in writing. The Parties shall, if appropriate, amend this Annex in accordance with Article 15(3) of this Agreement, to incorporate such security measures.

II. Technology Transfer

The transfer of unclassified Information, material or Equipment between or among the Parties shall be in accordance with the relevant laws and regulations of the transferring and receiving Parties, including the export control laws of the transferring and receiving Parties, to prevent the unauthorized transfer or retransfer of such Information, material or Equipment provided or produced under this Agreement. If any cooperating Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such Information, material or Equipment, and any Information, material or Equipment derived from such Information, material or Equipment, shall be incorporated into the contracts or Implementing Arrangements. Export controlled Information, material and Equipment shall be marked to identify it as export controlled and shall be accompanied by appropriate documentation identifying any restrictions on further use or transfer of such Information, material or Equipment.