

4. As set forth in the relevant Implementing Arrangement, a Participant may make an in-kind contribution (in the form of provision of Equipment, use of test facilities, or otherwise) to Cooperative Activity, in lieu of or in addition to providing financial support.

5. The Parties do not foresee the provision of foreign assistance under this Agreement. If they or their Implementing Agents decide otherwise with respect to a particular Cooperative Activity, the relevant Implementing Arrangement would need to reflect the requirements of the laws of the cooperating Parties that regulate activities related to foreign assistance.

ARTICLE 14

General Provisions

1. Cooperative Activity under this Agreement shall be subject to the availability of resources, Personnel and appropriated funds of each of the Parties.

2. Each Party shall conduct the cooperation under this Agreement in accordance with the laws and regulations of its respective country and international agreements to which that Party is a party.

3. The Parties shall hold consultations with respect to all claims and demands, loss, costs, damages, actions, suits or other proceedings arising in the course of the implementation of this Agreement.

4. Any dispute regarding the interpretation or implementation of this Agreement arising during its term shall be settled by consultations between or among the Parties concerned, except as set out in Annex I.

5. Nothing in this Agreement is intended to affect existing or future arrangements for cooperation or collaboration between or among the Parties. This Agreement shall not affect the rights and obligations of a Party resulting from other international agreements to which it is a party.

6. The treatment of security arrangements for sensitive Information or Equipment and unclassified export-controlled Information or Equipment transferred under the Agreement shall be in accordance with the provisions of Annex II, which is an integral part hereof.