



IMPLEMENTING ARRANGEMENT

between

**THE GOVERNMENT OF THE UNITED STATES OF
AMERICA**

and

THE EUROPEAN COMMISSION

for

**cooperative activities in the field of
homeland/civil security research**

In accordance with the Agreement for Scientific and Technological Cooperation between the Government of the United States of America and the European Community, signed in Washington on 5 December 1997, as extended and amended (through an exchange of Notes Verbales between the Council of the EU, dated 15 May 2009 and the Government of the United States, Department of State, dated 6 July 2009), hereinafter referred to as “the Agreement”, an Implementing Arrangement to cover cooperative activities in the interdisciplinary field of homeland/civil security research is hereby established between the European Commission (EC) and the United States of America (US), hereinafter referred to as “the Sides”. Cooperative activities are to take place under the terms of the Agreement. The purpose of this Implementing Arrangement is to encourage, develop and facilitate such activities between the Sides, conducted on the basis of mutual benefit gained from an overall balance of advantages, reciprocal opportunities to engage in cooperative activities, and equitable and fair treatment. This Implementing Arrangement is not intended to create obligations binding under law.

1. Cooperative activities

The Sides may undertake and facilitate cooperative activities in all areas of science and technology related to the field of homeland/civil security, as set out in the Seventh Framework Programme of the European Community for research, technological development and demonstration activities (2007-2013), Theme 10 “Security” (and relevant follow-up programmes) on the one hand, and the priorities of the Department of Homeland Security on the other hand.

Cooperative activities may in particular include the following areas of homeland/civil security research:

- 1.1. security of citizens (e.g. protection from natural and man-made threats, prevention of illicit drugs production), including the management of crisis and emergency situations;
- 1.2. security and resilience of critical infrastructures, key resources, agriculture, utilities, communications, and financial services;
- 1.3. interaction of security and society, including the human-technology interface, behavioural research, privacy concerns, and biometrics;
- 1.4. security of border controls and crossings, including land and coastal borders;
- 1.5. optimisation of existing technologies, and their inter-operability;
- 1.6. development of end-user technologies and equipment to fill existing gaps and meet requirements, such as those for civil protection and first responders;
- 1.7. development and exchange of relevant requirements, standards, vulnerability assessments, interdependency analyses, certifications, best practices, guidelines, training programmes, test reports, data, software, equipment, and personnel.

2. Nature of cooperative activities

- 2.1. Cooperative activities may include but are not limited to:
 - 2.1.1. Provision of comparable opportunities for entities from the European Union and from the United States of America to participate in the areas referred to in item 1;
 - 2.1.2. Timely exchange of relevant information including on forthcoming calls for grants or proposals, or on announcements of the opportunities referred to in item 2.1.1;

- 2.1.3. Activities to promote, within the Sides' respective research communities, the opportunities provided by this Implementing Arrangement, e.g. through regular attendance at the Sides' programme reviews, the United States calls for grants and broad agency announcements and the European Union calls for proposals;
- 2.1.4. Comparable access to laboratory facilities and Equipment and Material, for conducting scientific and technological activities including research, development, testing and evaluation, standardisation and certification;
- 2.1.5. Support for joint research, content development and access proposals, supplements to existing grants, contracts and agreements, and funding of cooperative thematic activities for mutual benefit and added value.

3. Coordination

- 3.1. The US and the EC intend to cooperate closely to coordinate joint activities. Therefore, each Side should have two representatives that are assigned to coordinate activities (the "Steering Group"). The representatives may meet whenever necessary, in general once a year. Generally, meetings are expected to alternate between sites in the European Union and in the United States of America, with the hosting Side providing organisational and administrative support.
- 3.2. As necessary, each Side may designate additional participants to attend such meetings. Meetings should be co-chaired by the Under Secretary for Science and Technology, Department of Homeland Security, and the Director responsible for Security Research in the EC. No formal status is assigned to this Steering Group.
- 3.3. The Steering Group is to oversee and stimulate cooperative activities under this Implementing Arrangement. It should exchange information on practices, laws, regulations and programmes relevant to cooperation under this Implementing Arrangement. It should plan and identify objectives and opportunities for each upcoming year, propose ad hoc activities, and review activities and participation levels and similar efforts in each Side's programmes under this Implementing Arrangement. It should issue a periodic progress report on the cooperation.

4. Funding

- 4.1. Cooperative activities under this Implementing Arrangement shall be subject to the availability of appropriated funds and to the applicable laws and regulations, policies and programmes of each Side, and to the terms of the Agreement and this Implementing Arrangement. This Implementing Arrangement creates no financial obligations.
- 4.2. Each Side shall bear the costs of participation in meetings of the Steering Group. However, costs other than those for travel and accommodation, which are directly associated with meetings of the Steering Group, are borne by the Side hosting the meeting, unless otherwise agreed.
- 4.3. Each Side is responsible for any audit of its actions in support of cooperative activities, including the activities of any of its participants. Each Side's audits should be in accordance with its own applicable practices.

5. Intellectual property

The allocation and protection of intellectual property rights shall be in accordance with the provisions of the Annex to the Agreement.

6. Classified information and Equipment and Material

- 6.1. Classified information exchanged between or generated by the Sides shall be marked, handled and protected in accordance with the Agreement between the European Union and the Government of the United States of America on the Security of Classified Information of 30 April 2007 and its implementing arrangement, the Security Arrangement between the EU Council General Secretariat Security Office (GSCSO) and the European Commission Security Directorate (ECSD) and the United States Department of State for the protection of classified information exchanged between the EU and the US.
- 6.2. The Sides shall each designate a Security Authority as the single point of contact and authority responsible for the development procedures governing the security of classified information covered by this Implementing Arrangement.
- 6.3. Information and Equipment and Material provided or generated pursuant to this Implementing Arrangement is limited to SECRET in the US or SECRET UE/EU SECRET in the EU.

7. Unauthorised disclosure of information

- 7.1. US "Controlled Unclassified Information" and EU sensitive non-classified information is information or preliminary or pre-decisional data, as applicable, that is not deemed to be classified information, but to which access or distribution limitations and handling instructions have been applied in accordance with the respective laws, regulations, policies or guidelines of the Sides.
- 7.2. Where applicable, whether the information is provided or generated under this Implementing Arrangement, it should be marked to identify its sensitive character in accordance with the respective laws, regulations, policies or guidelines of the Sides.
- 7.3. For the US, "Controlled Unclassified Information" includes, but is not limited to, information marked "Sensitive Security Information," "For Official Use Only," "Law Enforcement Sensitive Information," "Protected Critical Infrastructure Information," Sensitive But Unclassified (SBU), and may include Business Confidential Information. For the European Commission, sensitive non-classified information is information that has a marking formally approved by the European Commission's Security Directorate.
- 7.4. US "Controlled Unclassified Information" and EU sensitive non-classified information provided under this Implementing Arrangement shall:
 - 7.4.1. be appropriately marked in order to highlight its sensitivity,
 - 7.4.2. not be used for purposes other than as described in this Implementing Arrangement, and
 - 7.4.3. not be released to third parties without the prior consent of the Side sending the information or the originator.
- 7.5. The Sides shall, in accordance with their respective laws and regulations, take all necessary measures at their disposal to protect unclassified information requiring access and distribution limitations from unauthorised disclosure.
- 7.6. Detailed security arrangements for the marking, storage, handling and protection of controlled unclassified information may be established by the Sides.

8. Dispute resolution

- 8.1. Disputes concerning Intellectual Property shall be resolved as provided for in the Annex to the Agreement.

- 8.2. Except for disputes concerning Intellectual Property, all questions or disputes arising under or relating to this Implementing Arrangement shall be settled by mutual agreement between the Sides, consistent with the terms of the Agreement, including Article 12.

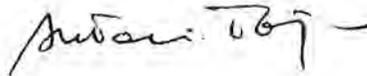
9. Duration

This Implementing Arrangement may commence upon signature by both Sides. It remains operative for as long as the Agreement remains in force or until a Side discontinues its participation in this Arrangement. If a Side intends to discontinue its participation in this Arrangement, it should endeavour to provide 90 days' advance notice of its intent to the other Side. Protection of classified information and prevention of any unauthorised disclosure of information is intended to continue in accordance with the terms of the Agreement and the 2007 Agreement on the Security of Classified Information, notwithstanding the discontinuation or expiry of this Implementing Arrangement or the Agreement. This Implementing Arrangement may be modified or extended by written concurrence of both Sides.

Done in two original copies in the English language.



**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA**



**FOR THE EUROPEAN COMMISSION
ON BEHALF OF THE EUROPEAN UNION**
