

No. 50109

**United States of America
and
Norway**

Memorandum of Understanding between the Department of Defense of the United States of America and the Ministry of Defence of the Kingdom of Norway for the composite hull embedded sensor system (CHESS) (with annex). Kjeller, 24 June 1996, and Washington, 6 June 1996

Entry into force: *24 June 1996, in accordance with section XVI*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *United States of America, 23 October 2012*

**États-Unis d'Amérique
et
Norvège**

Mémorandum d'accord entre le Département de la défense des États-Unis d'Amérique et le Ministère de la défense du Royaume de Norvège relatif au système de capteurs intégrés dans les coques composites (CHESS) (avec annexe). Kjeller, 24 juin 1996, et Washington, 6 juin 1996

Entrée en vigueur : *24 juin 1996, conformément à la section XVI*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *États-Unis d'Amérique, 23 octobre 2012*

[ENGLISH TEXT – TEXTE ANGLAIS]

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA
AND THE
MINISTRY OF DEFENCE
OF THE KINGDOM OF NORWAY
FOR THE
COMPOSITE HULL EMBEDDED SENSOR SYSTEM
(CHESS)

INTRODUCTION

The Department of Defense of the United States of America and the Ministry of Defence of the Kingdom of Norway, hereinafter referred to as the "Participants":

Having a common interest in defense;

Recognizing the benefits to be obtained from standardization, rationalization, and interoperability of military equipments;

Desiring to improve their mutual conventional defense capabilities through the application of emerging technology;

Having a mutual need for the Composite Hull Embedded Sensor System to satisfy common operational requirements; and

Having independently conducted research and testing of the applications of various technologies, recognize the benefits of cooperation in the Composite Hull Embedded Sensor System;

Have reached the following understandings:

SECTION I

DEFINITIONS

The Participants have jointly decided upon the following definitions for terms used in this Memorandum Of Understanding (MOU):

Classified Information	Official information that requires protection in the interests of national security and is so designated by the application of a security classification marking.
Contract	Any mutually binding legal relationship which obligates a Contractor to furnish supplies or services, and obligates one or both of the Participants to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the government organizations of the Participants. Contracting includes description (but not determination) of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting Agency	The entity within the government organization of a Participant, which has authority to enter into, administer, and/or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Participant who has the authority to enter into, administer, and/or terminate Contracts.
Contractor	Any entity awarded a Contract by a Participant's Contracting Agency.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under this MOU, the information will be marked to identify its "in confidence" nature. It could include information which has been declassified, but remains controlled.

Cost Ceiling	The maximum amount to which the Cost Target may move without the prior written approval of the Participants.
Cost Target	The accepted planning figure of the total financial cost of the Project.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this MOU.
Financial Contributions	The contribution of a Party's share of Project costs that by their nature, take a monetary form.
Government Purposes	Manufacture or other use in any part of the world by or for the government of any Participant.
Non-financial Contribution	The contribution of a Party's share of Project costs that, by their nature, take a non-monetary form.
Patent	Legal protection of the right to exclude others from making, using, or selling an invention. The term refers to any and all patents including, but not limited to, patents of implementation, improvement, or addition, petty patents, utility models, appearance design patents, registered designs, and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions of any of these.
Project	The Development of a Composite Hull Embedded Sensor System (CHESS) as described in this MOU between the Department of Defense of the United States and the Minister of Defence of the Kingdom of Norway.
Project Equipment	Any material, equipment, end item, subsystem, component, special tooling or test equipment used in the Project.
Project Background Information	Information not generated in the performance of the Project.

Project Foreground Information	Project Information generated in the performance of the Project.
Project Information	Any information provided to, generated in, or used in this Project regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, software, or any other form and whether or not subject to copyright, Patent, or other legal protection.
Project Invention	Any invention or discovery formulated or made (conceived or first actually reduced to practice) in the course of work performed under a Project. The term first actually reduced to practice means the first demonstration, sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.
Project Plan	An Annex to this MOU (Annex A) that provides a description of the Project's technical work and milestones.
Third Party	Any person or other entity whose governing authority is not a Participant to this MOU.