

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF TRANSPORTATION OF THE  
UNITED STATES OF AMERICA

AND

THE DEPARTMENT OF TRANSPORT  
OF THE UNITED KINGDOM

CONCERNING COOPERATION IN TRANSPORTATION

ADDENDUM NO. 1

CIVIL AVIATION SECURITY

- I. The purpose of this Addendum to the Memorandum of Understanding of November 9, 1981, between the Department of Transportation of the United States of America (referred to below as DOT) and the Department of Transport of the United Kingdom (referred to below as DTp) is to establish a program of cooperation and collaboration for the development and evaluation of aviation security systems.
  
- II. The cooperative activity described in this Addendum will be carried out for DOT by the Federal Aviation Administration (FAA) and by the DTp.
  
- III. In order to realize the purpose set forth in Section I above, it is agreed that:
  - A. FAA and DTp will loan and exchange information, experience, equipment, and personnel and will collaborate in the subjects suggested in Paragraph IV. herein and such other subjects as may be agreed in writing from time to time between the Parties.
  
  - B. Exchanges of information will proceed on the basis of this Addendum; however, upon mutual agreement and in any case where activity may involve cost-sharing or task-sharing, written project agreements signed by both Parties will be concluded by the Parties. These agreements will describe

the respective commitments of FAA and DTp with regard to the information to be exchanged, the particulars and approximate schedules of work to be accomplished, and the details of any cost-sharing or task-sharing.

- C. FAA and DTp designate the following Program Coordinators for the purpose of this Addendum:

**FAA:** Director, Office of Civil Aviation Security

**DTp:** Assistant Secretary, Civil Aviation Policy  
(Security)

The Program Coordinators are authorized, subject to their respective national laws and regulations, to:

1. Conclude project agreements;
2. Identify project officers responsible for each of the areas of mutual interest identified in Paragraph IV herein or subsequently agreed;
3. Arrange for the exchange of personnel and loan of equipment under the terms described herein and the terms contained in the pertinent project agreement; and

4. Arrange for regular reviews of the status of the program and meet no less than once a year at a mutually agreed location in either the United States or the United Kingdom.

D. Personnel for exchange may be from FAA, DTp or their contractors or supporting government agencies as agreed. In all cases, the receiving Party will provide appropriate working conditions for exchange personnel.

E. The following provisions apply with respect to the loan or exchange of equipment covered by a project agreement:

1. FAA or DTp as a lender will, at its own expense, transport any equipment to the borrower's designated location, identifying its value. The FAA or DTp as a borrower will assume custody and possession of the said equipment upon its delivery to the designated receiving point. Upon completion of use, or expiration or termination of the project agreement, the borrower will return in the same condition as received, reasonable wear and tear excepted, the equipment to the lender at its own expense. Receipt will be acknowledged by the lender.

2. The equipment will remain in the custody of the borrower until returned to the lender's designated receiving point.

3. The borrower will be responsible for installation. The lender will assist the borrower in securing export licenses and other documents required by the lender's country with respect to the equipment. The lender will assist the borrower in locating sources of supplies for common items and special parts which are not readily available to the borrower.
4. The borrower will place and install equipment in accordance with the program plan as set forth in the project agreement.
5. Any equipment loaned under a project agreement shall be used solely for research and shall not be used for active civil aviation security or other operational use.
6. The borrower will assure safekeeping and proper operation and maintenance of the equipment during the period of the loan, and will permit inspection by the lender at any reasonable time.
7. In the event of loss or damage of any equipment loaned under a project agreement, and for which the borrower has assumed custody, the borrower agrees to compensate the lender its stated value.

- F. Except as may be provided in project agreements, FAA and DTp will each bear the direct costs of its participation in cooperative activity under this Addendum. It is understood that all activities conducted pursuant to this Addendum are subject to the availability of appropriated funds and personnel resources.
  
- G. In connection with exchanges of technical data between FAA and DTp, any conditions or limitations placed upon further dissemination of the data by the side providing it will be respected by the recipient in accordance with applicable provisions of its domestic laws.
  
- H. The nature and timing of any reports arising from task-sharing and cost-sharing projects will be provided for in the project agreements. Each project participant will have an opportunity to review and comment upon the draft report prior to publication. Dissenting views will be included in final reports.
  
- I. FAA and DTp will seek to assure the accuracy of all data and information exchanged pursuant to this Addendum, but the accuracy of such data and information is not guaranteed, and neither will hold the other responsible with respect thereto. Should intellectual property rights arise out of activities under this Memorandum, each Party shall determine

the allocation of those rights within its own country and the Parties shall agree on the allocation of rights in third countries, unless the particular project agreements provide otherwise.

- J. Any transfer of technology equipment or other items or the generation of patented or protected hardware or software pursuant to the Memorandum of Understanding will be subject to the applicable laws and policies of the Parties.

IV. The following are identified as initial areas of mutual interest for the purpose of this Addendum:

- A. Airport security systems;
- B. Baggage and cargo handling;
- C. Detection of incendiary devices and materials;
- D. Weapons detection;
- E. Bulk explosive detection;
- F. Explosive vapor detection;
- G. X-ray systems development and operation;
- H. Passenger profile analysis; and
- I. Aircraft security systems.

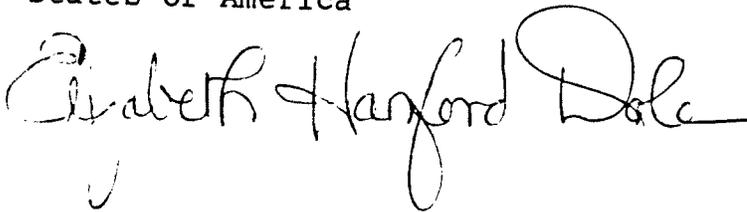
Special projects in these and other areas will be described in project agreements.

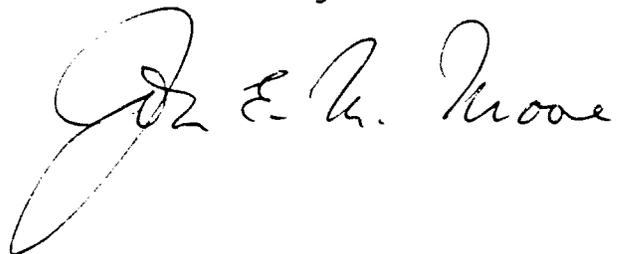
- V. Any disagreement regarding the interpretation or application of this Memorandum of Understanding will be resolved by consultation between the Parties and will not be referred to any international tribunal or third party for settlement.
- VI. Except as required by applicable law, neither Party will release any information or material pertinent to the tasks, or related to the agreed program to third parties other than contractors or subcontractors engaged in the program.
- VII. This Addendum will come into force on the date of the last signature and will remain in effect until expiration or termination of the Memorandum of Understanding, or upon six months' written notification by either Party to this Addendum of its termination, whichever event occurs earlier.
- VIII. This Addendum and its project agreements may be amended by mutual agreement in writing.

DONE at Washington, in duplicate, this eighth day of April, 1987.

For the Department of  
Transportation of the United  
States of America

For the Department of Transport  
of the United Kingdom

  
Elizabeth Hanford Dale

  
J. E. H. Moore