MEMORANDUM OF AGREEMENT

BETWEEN

THE UNITED STATES ARMY CORPS OF ENGINEERS

OF THE UNITED STATES OF AMERICA

AND THE

MINISTRY OF TRANSPORT, PUBLIC WORKS AND WATER MANAGEMENT

DIRECTORATE GENERAL 'RIJKSWATERSTAAT'

OF THE NETHERLANDS

FOR

INFORMATION EXCHANGE AND

RESEARCH, DEVELOPMENT, TESTING, AND EVALUATION PROJECTS

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PREAMBLE

The United States (U.S.) Army Corps of Engineers (hereinafter referred to as "USACE") and the Netherlands (NL) Ministry of Transport, Public Works and Water Management (hereinafter referred to as "RWS"), hereinafter referred to as the "Parties":

Having a common interest in flood control and water resources management;

Recognizing the benefits of mutual cooperation and information exchange in the fields of flood control and water resources management;

Desiring to promote and enhance public safety and community welfare by fostering research, development and improvement of flood control and water resources management, and to promote, encourage and advance a system of safer, more economical, efficient and environmentally sound flood control and water resources management through cooperation in Research, Development, Test, and Evaluation Projects;

Have agreed as follows:

ARTICLE I

DEFINITIONS

For the purposes of this Agreement and any of its specific Project Agreements (PA)s, the following definitions shall apply:

Administrative Contract	Any mutually binding legal relationship under relevant national administrative or civil law that obligates all parties to contribute to a specific project that belongs to the public task of either Party.
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. It may be in oral, visual, magnetic, or documentary form, or in the form of equipment or technology.
Contract	Any mutually binding legal relationship under the relevant national law that obligates a Contractor to furnish supplies or services, and obligates one or both of the Parties to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the government organizations of the Parties. 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 Party that has authority to enter into, administer, and/or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Party who has the authority to enter into, administer, and/or terminate Contracts.
Contractor	Any entity awarded a Contract by a Party'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 Agreement, the information shall be marked to identify its "in confidence" nature.

Cooperative Project Personnel (CPP)	Military members or civilian employees of a Party assigned to the other Party's facilities who perform managerial, scientific, engineering, technical, administrative, logistics, financial, planning, or other functions in furtherance of a Project Agreement.
Civil Works Purposes	Manufacture or other use in furtherance of the public mission of flood control or water resources management by any Party.
Financial Costs	Project Agreement costs met with monetary contributions.
Non-Financial Costs	Project Agreement costs met with non-monetary contributions.
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 protections as well as divisions, reissues, continuations, renewals, and extensions of any of these.
Project	Specific collaborative activity described in a Project Agreement.
Project Agreement (PA)	An implementing agreement, added after the Agreement has been in force, that specifically details the terms of collaboration on a specific Project.
Project Background Information	Information not generated in the performance of a specific Project Agreement.
Project Foreground Information	Information generated in the performance of a specific Project Agreement.
Project Information	Any information provided to, generated in, or used in the performance of a PA regardless of form or type, including, but not limited to, experimental and test data; specifications; design process; inventions or discoveries, whether or not patentable; technical writings; sound recordings; magnetic records; computer software documentation, both programmatic and data base; computer memory printouts or data retained in computer memory; works of a technical nature; and any other relevant technical data in whatever form presented 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 PA. 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.
Technical Information	Any information provided under this Agreement outside of the scope of a PA, regardless of form or type, including, but not limited to, experimental and test data; specifications; design process; inventions or discoveries, whether or not patentable; technical writings; sound recordings; magnetic records; computer software documentation, both programmatic and data base; computer memory printouts or data retained in computer memory; works of a technical nature; and any other relevant technical data in whatever form presented and whether or not subject to copyright, Patent, or other legal protection.
Third Party	A government other than the government of a Party and any person or other entity whose government is not the government of a Party.

ARTICLE II

OBJECTIVES

2.1 The objective of this Agreement is to define and establish the general terms and conditions which shall apply to the initiation, conduct, and management of projects detailed in separate PAs between representatives authorized in accordance with national procedures of the Parties. These PAs shall be entered into pursuant to this Agreement and shall incorporate by reference the terms of this Agreement.

2.2 Detailed terms and conditions of each individual PA shall be consistent with this Agreement. Each PA shall include specific provisions concerning the objectives, scope of work, sharing of work, management structure and financial agreements for the applicable PA in accordance with the format set forth in Annex A, to the extent practical.

2.3 In addition to mutual cooperation that may take place in the form of PAs, this Agreement shall also set forth the terms and conditions governing the exchange of information related to flood control and water resources development between the Parties outside of the scope of a PA.

ARTICLE III

SCOPE OF WORK

3.1 The scope of work for this Agreement shall encompass collaboration in research, development, testing, and evaluation potentially leading to new or improved Civil Works capability.

3.2 The scope of work for this Agreement also includes mutual cooperation in the form of the exchange of Technical Information outside of the scope of any PA.

3.3 PAs and information exchange under this Agreement may encompass one or more of the following activities: Flood control and water resources management policies; Flood plain management; Dredging; Navigation; Configuration of systems for flood control and water control management using advanced technologies; River engineering technologies; Water Policy issues; Preservation of river environments and wetlands and habitat evaluation; Economic evaluation of the policies for flood control, water resources management, environmental protection and restoration, and recreation; Salt water intrusion; Costal management planning; Consensus building in the community; Flood fighting; River basins level management; Communication of risks with the public and media; Ecological design; Sedimentation; Environmental engineering; Flood plain modeling; Levee design; Levee protection; Disposal of contaminated material; Coastal erosion; Public Water policy; Dune restoration; and Beach nourishment.

3.4 This Agreement does not preclude entering into any other agreement in the areas of research and development or information exchange.

ARTICLE IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

4.1 The Chief of Engineers, U.S. Army Corps of Engineers or his/her successor in the event of reorganization is designated U.S. Agreement Director (U.S. AD). The Director General of Rijkswaterstaat or his/her successor in the event of reorganization is designated the Netherlands Agreement Director (NL AD). The ADs shall be responsible for:

4.1.1 monitoring implementation of this Agreement and exercising executive-level oversight;

4.1.2 monitoring the overall use and effectiveness of the Agreement;

4.1.3 recommending amendments to this Agreement to the Parties; and

4.1.4 resolving issues brought forth by the Management Agents (MAs).

4.2 The USACE MA, or his/her designee, is designated the U.S. MA for this Agreement. The RWS MA, or his/her designee, is designated the NL MA for this Agreement. The MAs shall be responsible for:

4.2.1 entering into PAs in accordance with this Agreement and national policies and procedures;

4.2.2 establishing a management structure for each PA considering its scope;

4.2.3 appointing Project Officers (POs) for any PA;

4.2.4 giving administrative direction to POs appointed to their projects;

4.2.5 resolving issues brought forth by the POs;

4.2.6 acting as the national focal point for the exchange of Technical Information under this Agreement as set forth in Article IX (Channels of Communication and Visits), and maintaining lists of information so exchanged;

4.2.7 maintaining oversight of the security aspects of this Agreement in accordance with Article VIII (Controlled Unclassified Information) and Article X (Security); and

4.2.8 any other unique responsibilities required for the management of this Agreement.

4.3 POs shall have primary responsibility for effective implementation, efficient management and direction of their assigned PA. The POs shall also be responsible for:

4.3.1 monitoring overall PA implementation, including technical, cost, and schedule performance against requirements;

4.3.2 reporting status and activity of assigned PAs on an annual basis to the MAs and ADs;

4.3.3 maintaining oversight of the security aspects of assigned projects; and

4.3.4 approving assignment of personnel working on a project at the other Party's facilities in accordance with the provisions set out in Appendix (1) to Annex A.

4.4 In accordance with the terms of an approved PA and with the provisions set out in Appendix (1) to Annex A of this Agreement attached to the approved PA, a Party may assign Cooperative Project Personnel (CPP) to other Party's facilities to assist in the implementation of an approved PA.

4.5 The MAs and POs shall meet as required to resolve disputes concerning the implementation of PAs or other exchange of information, alternately in the U.S. and the NL. The Chairman for each meeting shall be the senior official of the host Party. During such meetings, all decisions shall be made unanimously with each Party having only one vote to be exercised by its MA. In the event that the Parties are unable to reach a timely decision on an issue, each Party shall refer the issue to its higher authority for resolution. In the meantime, the approved PA shall continue to be implemented without interruption under the direction of the POs while the issue is being resolved by the higher authority.

ARTICLE V

FINANCIAL PROVISIONS

5.1 Each PA shall require the equitable sharing between the Parties of the full Financial and Non-financial Costs of each PA, including overhead costs, and ensure that each Party shall receive an equitable share of the results of each PA.

5.2 The financial and non-financial agreements for a PA, including the total cost of the PA and each Party's share of the total cost, shall be included in the PA.

5.3 Both Parties shall perform, or have performed, their tasks and shall use their best efforts to perform the tasks within the cost estimates specified in each PA. Both Parties shall bear the full costs they incur for performing, managing, and administering their own activities under this Agreement and participation in each PA.

5.4 The cost of CPP assigned to the other Party's facilities shall be borne as follows:

5.4.1 The parent Party of the CPP shall bear the following CPP-related costs:

5.4.1.1 All pay and allowances;

5.4.1.2 Transportation of the CPP, the CPP's dependents, and their personal property to the place of assignment in the host Party's nation prior to the CPP's commencement of a tour of duty in the field activity, and return transportation of the foregoing from the place of assignment in the host Party's nation upon completion or termination of the tour of duty;

5.4.1.3 Compensation for loss of, or damage to, the personal property of CPP or the CPP's dependents, subject to the parent Party's laws and regulations; and

5.4.1.4 Preparation and shipment of remains and funeral expenses in the event of the death of the CPP or the CPP's dependents.

5.4.2 The host Party shall bear the assignment-related administrative and support costs such as CPP costs of travel incurred in support of a PA, CPP-related training, office space, security services, information technology services, communications services and supplies.

5.5 A Party shall promptly notify the other Party if available funds will not be adequate to fulfill its obligations as agreed under a PA, or if it appears that the cost estimates in a PA will be

exceeded, and both Parties shall immediately consult with a view toward continuation on a modified basis.

5.6 Each Party shall be responsible for the audit of its activities or its Contractors' activities pursuant to a PA. A Party's audits shall be in accordance with its own national practices.

ARTICLE VI

CONTRACTUAL PROVISIONS

6.1 If either Party determines that Contracting is necessary to fulfill its obligations under the scope of work of a PA, that Party shall contract in accordance with its respective national laws, regulations and procedures.

6.2 When one Party individually contracts to carry out a task under a PA, it shall be solely responsible for its own contracting, and the other Party shall not be subject to any liability arising from such Contracts.

6.3 For all Contracting activities performed by either Party, each Party's Contracting Agency shall negotiate to obtain the rights to use and disclose Project Information required by Article VII (Disclosure and Use of Technical and Project Information). Each Party's Contracting Agency shall insert into its prospective Contracts (and require its Contractors to insert in subcontracts) suitable provisions to satisfy the requirements of this Agreement, including Article VII (Disclosure and Use of Technical and Project Information), Article VIII (Controlled Unclassified Information), Article X (Security), and Article XI (Third Party Sales and Transfers). During the Contracting process, each Party's Contracting Officer shall advise prospective Contractors of their obligation to notify the Contracting Agency immediately if they are subject to any license or agreement that will restrict that Party's freedom to disclose Project Information or permit its use. The Contracting Officer shall also advise prospective Contractors to employ their best efforts not to enter into any new agreement or arrangement that will result in such restrictions.

6.4 In the event a Party's Contracting Agency is unable to secure adequate rights to use and disclose Project Information as required by Article VII (Disclosure and Use of Technical and Project Information), or is notified by Contractors or prospective Contractors of any restrictions on the disclosure and use of Project Information, that Party's PO shall notify the other Party's PO of the restriction(s).

ARTICLE VII

DISCLOSURE AND USE OF TECHNICAL AND PROJECT INFORMATION

7.1 Both Parties recognize that successful mutual cooperation depends on full and prompt exchange of information necessary for carrying out each PA. The nature and amount of Project Information to be shared shall be consistent with the objectives and scope stated in the PAs to this Agreement. The Parties further recognize that successful collaboration depends on the efficient exchange on Technical Information between the technical experts of each Party as outlined in Article IX (Channels of Communication and Visits).

7.2 Government Project Foreground Information

7.2.1 Disclosure: Project Foreground Information generated in whole or in part by a Party's employees shall be disclosed without charge to both Parties.

7.2.2 Use: Each Party may use all Government Project Foreground Information without charge for its Civil Works Purposes. The Party generating Government Project Foreground Information shall retain its rights of use thereto. Any sale or other transfer to a Third Party shall be subject to the provisions of Article XI (Third Party Sales and Transfers) of this Agreement.

7.3 Government Project Background Information

7.3.1 Disclosure: Each Party, upon request, shall disclose to the other Party any relevant Government Project Background Information generated by its employees, provided that:

7.3.1.1 such Government Project Background Information is necessary to or useful in a specific PA. The Party in possession of the information shall determine whether it is "necessary to" or "useful in" the specific PA;

7.3.1.2 such Government Project Background Information may be made available without incurring liability to holders of proprietary rights; and

7.3.1.3 disclosure is consistent with national disclosure policies and regulations of the furnishing Party.

7.3.2 Use: Government Project Background Information disclosed by one Party to the other may be used without charge by the other Party only for the project purposes of the particular PA for which it is necessary or useful. The furnishing

Party shall retain its rights with respect to such Government Project Background Information.

7.4 Contractor Project Foreground Information

7.4.1 Disclosure: Project Foreground Information generated and delivered by Contractors shall be disclosed without charge to both Parties.

7.4.2 Use: Each Party may use, without charge, for its Civil Works Purposes all Contractor Project Foreground Information generated and delivered by Contractors of the other Party. The Party whose Contractors generate and deliver Contractor Project Foreground Information shall retain its rights of use thereto in accordance with the applicable Contract(s). Any sale or other transfer to a Third Party of Contractor Project Foreground Information, shall be subject to the provisions of Article XI (Third Party Sales and Transfers) of this Agreement.

7.5 Contractor Project Background Information

7.5.1 Disclosure: Any Contractor Project Background Information, (including information subject to proprietary rights) generated and delivered by Contractors shall be made available to the other Party provided the following conditions are met:

7.5.1.1 such Contractor Project Background Information is necessary to or useful in a specific PA. The Party in possession of the information shall determine whether it is "necessary to" or "useful in" the specific PA;

7.5.1.2 such Contractor Project Background Information may be made available without incurring liability to holders of proprietary rights; and

7.5.1.3 disclosure is consistent with national disclosure policies and regulations of the furnishing Party.

7.5.2 Use: Contractor Project Background Information furnished by one Party's Contractors and disclosed to the other Party may be used without charge by the other Party only for the project purposes of the particular PA for which it is necessary or useful, and it may also be subject to further restrictions by holders of proprietary rights. The furnishing Party shall retain its rights with respect to such Contractor Project Background Information.

7.6 Alternative uses of Project Information

7.6.1 The prior written consent of each Party's Government shall be required for the use of any Project Foreground Information for purposes other than those provided for in this Agreement or any PA under it.

7.6.2 Any Project Background Information provided by one Party shall be used by the other Party only for the purposes set forth in this Agreement, unless otherwise consented to in writing by the providing Party's Government.

7.7 Proprietary Project Information

All Project Information subject to proprietary interests shall be identified and marked, and it shall be handled in accordance with Article VIII (Controlled Unclassified Information).

7.8 Technical Information

7.8.1 Technical Information shall not be used by the receiving Party for any purpose other than the purpose for which it was furnished without the specific prior written consent of the furnishing Party. The receiving Party shall not disclose Technical Information exchanged under this Agreement to Contractors or any other persons without the specific prior written consent of the furnishing Party.

7.8.2 The receiving Party shall ensure that Contractors or any other persons to whom it discloses Technical Information received under this Agreement are placed under a legally binding obligation to comply with the provisions of this Agreement with respect to the use, control, and protection of such information.

7.8.3 No transfer of ownership of Technical Information shall take place under this Agreement. Technical Information shall remain the property of the originating Party or its Contractors.

7.8.4 Technical Information shall be exchanged only when it may be done:

7.8.4.1 Without incurring liability to holders of proprietary rights; and

7.8.4.2 Where disclosure is consistent with national disclosure policies and regulations of the furnishing Party.

7.8.5 All Technical Information subject to proprietary interests shall be identified, marked, and handled in accordance with Article VIII (Controlled Unclassified Information).

7.8.6 Technical Information that is exchanged under this Agreement shall be disclosed to Third Parties by the receiving Party only in accordance with Article XI (Third Party Transfers).

7.9. Patents

7.9.1 Where a Party owns title to a Project Invention, or has the right to receive title to a Project Invention, that Party shall consult with the other Party regarding the filing of a Patent application for such Project Invention. The Party that has or receives title to such Project Invention shall, in other countries, file, cause to be filed, or provide the other Party with the opportunity to file on behalf of the Party holding title, or its Contractors, as appropriate, Patent applications covering that Project Invention. If a Party having filed or caused to be filed a Patent application decides to stop prosecution of the application, that Party shall notify the other Party of that decision and permit the other Party to continue the prosecution.

7.9.2 The other Party shall be furnished with copies of Patent applications filed and Patents granted with regard to Project Inventions.

7.9.3 The other Party shall acquire a non-exclusive, irrevocable, royalty-free license to practice or have practiced, by or on behalf of the Party, throughout the world for Civil Works Purposes, any Project Invention.

7.9.4 Each Party shall notify the other Party of any Patent infringement claims made in its territory arising in the course of work performed under any PA of this Agreement. Insofar as possible, the other Party shall provide information available to it that may assist in defending the claim. Each Party shall be responsible for handling all Patent infringement claims made in its territory, and shall consult with the other Party during the handling, and prior to any settlement, of such claims. The Parties shall share the costs of resolving Patent infringement claims in a manner they determine to be fair at the time the Patent infringement claim is resolved. The Parties shall, in accordance with their national laws and practices, give their authorization and consent for all use and manufacture in the course of work performed under the project of any invention covered by a Patent issued by their respective countries.

ARTICLE VIII

CONTROLLED UNCLASSIFIED INFORMATION

8.1 Except as otherwise provided in this Agreement or as authorized in writing by the originating Party, Controlled Unclassified Information provided or generated pursuant to this Agreement and any of its PAs shall be controlled as follows:

8.1.1 such information shall be used only for the purposes authorized for use of Project Information as specified in Article VII (Disclosure and Use of Technical and Project Information);

8.1.2 access to such information shall be limited to personnel whose access is necessary for the permitted use under subparagraph 8.1.1, and shall be subject to the provisions of Article XI (Third Party Sales and Transfers); and

8.1.3 each Party shall take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 8.1.2, unless the originating Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party.

8.2 To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked. The Parties shall decide, in advance and in writing, on the markings to be placed on the Controlled Unclassified Information.

8.3 Controlled Unclassified Information provided or generated pursuant to this Agreement and any of its PAs shall be handled in a manner that ensures control as provided for in paragraph 8.1.

8.4 Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Parties shall ensure that the Contractors are legally bound to control such information in accordance with the provisions of this Article.

ARTICLE IX

CHANNELS OF COMMUNICATION AND VISITS

9.1 The exchanges of Technical Information contemplated by this Agreement will primarily take the form of annual visits by a team of technical experts from one of the Parties to the other Party. Each Party will host the other Party on a biennial basis, alternating between the Parties every year. Further exchanges may take place through secondary contact in the form of direct communication between the technical experts of the Parties, so long as all Technical Information exchanged in this manner is authorized by the MAs and exchanged in accordance with the provisions of this Article.

9.2 Only those MAs specified in this Agreement are authorized to exchange Controlled Unclassified Information related to this Agreement on behalf of the ADs. Technical Information of this nature exchanged between the Parties shall be forwarded by MAs to their counterparts via government channels for appropriate dissemination. Technical Information that is not Controlled Unclassified Information may be exchanged through secondary contacts, but only as authorized by the MAs specified in this Agreement.

9.3 Each Party shall permit visits to its government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Party or by employees of the other Party's Contractor(s), provided that the visit is authorized by both Parties and the employees have any necessary and appropriate security clearances and a need to know.

9.4 All visiting personnel shall be required to comply with security regulations of the host Party. Any information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the provisions of this Agreement.

9.5 Requests for visits by personnel of one Party to MAs or Establishments of the other Party shall be coordinated through official channels, and shall conform to the established visit procedures of the host country. Requests for visits shall include a proposed list of topics to be discussed. When requests for visits also include visits to contractor facilities of the host country, such requests will comply with that country's contractor visit procedures. Requests for visits shall bear the name of this Agreement.

9.6 Lists of personnel of each Party required to visit, on a continuing basis, facilities of the other Party shall be submitted through official channels in accordance with recurring international visit procedures.

ARTICLE X

SECURITY

10.1 No Classified Information shall be provided or exchanged under this Agreement.

ARTICLE XI

THIRD PARTY SALES AND TRANSFERS

11.1 The Parties shall not sell, transfer title to, disclose, or transfer possession of Project Foreground Information or any item produced either wholly or in part from Project Foreground Information to any Third Party without the prior written consent of the other Party's government. Furthermore, neither Party shall permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of the other Party's government. Such consent shall not be given unless the government of the intended recipient confirms in writing with the other Party that it will:

11.1.1 not retransfer, or permit the further retransfer of, any information provided; and

11.1.2 use, or permit the use of, the information provided only for the purposes specified by the Parties.

11.2 A Party shall not sell, transfer title to, transfer possession of, or otherwise disclose Technical Information or Project Background Information to any Third Party without the prior written consent of the Party that provided such information. The providing Party shall be solely responsible for authorizing any Third Party sales or transfers and, as applicable, specifying the method and conditions for implementing any such sales or transfers.

ARTICLE XII

LIABILITY AND CLAIMS

12.1 For liability arising out of, or in connection with, activities carried out in the performance of official duty in the execution and for the benefit of this Agreement, the following provisions will apply.

12.2 Each Party waives all claims against the other Party for injury to or death of its personnel and for damage to or loss of its property caused by such personnel (not including Contractors) of the other Party.

12.3 Claims, other than contractual claims, not covered by paragraphs 12.1 and 12.2 (such as those relating to unauthorized use of Controlled Unclassified Information) will be dealt with by each Party in accordance with its national laws and applicable international arrangements.

12.4 Claims arising under any Contract awarded pursuant to Article VI (Contracting Provisions) will be resolved in accordance with the provisions of the Contract. The Parties will not indemnify Contractors against liability claims by any other persons.

ARTICLE XIII

CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

13.1 Customs duties, import and export taxes, and similar charges shall be administered in accordance with each Party's respective laws and regulations. Insofar as existing national laws and regulations permit, the Parties shall endeavor to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under each PA under this Agreement.

13.2 Each Party shall use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work. If any such duties, taxes, or similar charges are levied, the Party in whose country they are levied shall bear such costs.

13.3 If it is necessary to levy duties in order to comply with European Union (EU) laws, regulations, or policies, then these duties shall be met by the EU member. To this end, parts of the components of the equipment coming from outside the EU will proceed to their final destination accompanied by the relevant customs document enabling settlement of duties to take place. The duties shall be levied as a cost over and above the EU member Party's shared cost of the PA.

ARTICLE XIV

SETTLEMENT OF DISPUTES

14.1 Disputes between the Parties arising under or relating to this Agreement and any of its PAs shall be resolved only by consultation between the Parties.

ARTICLE XV

LANGUAGE

15.1 The working language for this Agreement and its PAs will be the English language.

15.2 All data and information generated under this Agreement and its PAs and provided by one Party to the other Party will be furnished in the English language.

ARTICLE XVI

AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

16.1 All activities of the Parties under this Agreement shall be carried out in accordance with their national laws. The obligations of the Parties shall be subject to the availability of funds for such purposes.

16.2 In the event of a conflict between an article of this Agreement and any annex to this Agreement, the article shall control.

16.3 In the event of a conflict between the terms of this Agreement and any PA agreed to under its auspices, the Agreement shall govern.

16.4 This Agreement and its PAs may be amended by the mutual written consent of the Parties. Annexes to the PAs may be amended by mutual written consent of the POs. Annexes to this Agreement may be amended by the mutual written consent of the ADs.

16.5 This Agreement and its PAs may be terminated at any time by the written consent of the Parties. In the event both Parties consent to terminate this Agreement, or decide to terminate any PA, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

16.6 Either Party may terminate this Agreement or any of its PAs upon 90 days written notice of its intent to terminate to the other Party. Such notice shall be the subject of immediate consultation by the ADs, or their designated representatives, to decide upon the appropriate course of action to conclude the activities under this Agreement and the subject of immediate consultation by the MAs to discuss how to conclude any terminated PAs. In the event of such termination, the following rules apply:

16.6.1 the terminating Party shall continue participation, financial or otherwise, in all PAs subject to the notice of termination, up to the effective date of termination;

16.6.2 Each Party shall be responsible for its own Project-related costs associated with termination of the Project;

16.6.3 All Project Information and rights therein received under the provisions of this Agreement or PAs prior to termination of the Agreement or its PAs shall be retained by the Parties, subject to the provisions of this Agreement and its PAs; and

16.6.4 Specific PA termination provisions consistent with this article may be established in the PA.

16.7 The respective rights and obligations of the Parties regarding Article VII (Disclosure and Use of Technical and Project Information), Article VIII (Controlled Unclassified Information), Article X (Security), Article XI (Third Party Sales and Transfers), Article XII (Liability and Claims) and this Article XVI (Amendment, Termination Entry Into Force, and Duration) shall continue notwithstanding termination or expiration of this Agreement and any of its PAs.

16.8 This Agreement, which consists of sixteen (16) Articles and one Annex, shall enter into force upon signature by both Parties and shall remain in force for 15 years unless terminated by either Party. It may be extended by written agreement of the Parties. All PAs shall terminate upon the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments, have signed this Agreement.

DONE, in duplicate, in the English language.

FOR THE UNITED STATES ARMY CORPS OF ENGINEERS OF THE UNITED STATES OF AMERICA

John Paul Woodley Jr.
Signature

John Paul Woodley Jr.
Name

Assistant Secretary of the Army
Title

May 25, 2004
Date

The Hague, Netherlands
Location

FOR THE MINISTRY OF TRANSPORT, PUBLIC WORKS AND WATER MANAGEMENT, DIRECTORATE GENERAL RIJKSWATERSTAAT, OF THE NETHERLANDS

Signature

L. H. Keijts
Name

Director General Rijkswaterstaat
Title

Date

The Hague, Netherlands
Location