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**TECHNICAL ASSISTANCE AGREEMENT BETWEEN
THE UNITED STATES GOVERNMENT
AND
THE PREPARATORY COMMISSION FOR THE
ORGANIZATION FOR THE PROHIBITION OF CHEMICAL WEAPONS**

The United States Government (USG) and the Preparatory Commission for the Organization for the Prohibition of Chemical Weapons (PrepCom) (hereinafter referred to as "the Parties"), have agreed as follows:

Article I

Purpose and Scope

1. This Agreement shall apply to the export of the defense articles and defense services, and associated technical data, described in Attachment A, which forms a part of the overall training programs to be conducted by the USG to Inspector and Inspector Assistant Candidates to provide knowledge and practical training necessary to qualify trainees to perform duties outlined in their respective PrepCom job descriptions.
2. The purpose of this Agreement is to establish the terms and conditions in accordance with which the USG will provide training either in the United States or abroad to inspector candidates identified by the PrepCom to the extent that such training involves the transfer of U.S. articles or services, including the export (as defined in 22 C.F.R. 120.17) of defense articles, defense services and associated technical data covered by the U.S. International Traffic in Arms Regulations (22 C.F.R. 120-130) and controlled by the USG pursuant to the Arms Export Control Act (22 U.S.C. 2778). The provision of such training shall be subject to the conditions set forth in this Agreement.
3. This Agreement shall apply also to the transfer of articles, services and associated technical data to staff of the PrepCom who may observe portions of the subject training described in Attachment B or have responsibility for ensuring compliance with this Agreement.

Article II

Transfer of Articles and Services

1. Nothing in this Agreement or in the Agreement for the Provision of Training: Course to Inspector and Inspector Assistant Candidates of the Organization for the Prohibition of Chemical Weapons (TCA) between the Parties, signed [date] shall be construed to require the United States to transfer any articles, services or associated technical data where to do so would be inconsistent with its laws, regulations or policies. The export or other transfer of defense articles and defense services, including associated technical data, described in Attachment A to eligible inspector candidates or staff of the PrepCom shall be subject to the conditions set forth in this Agreement. As appropriate, additional conditions may be imposed by the USG on the transfer of articles,

services and associated technical during the course of the training programs described in Attachment B.

2. Any defense article, defense service or associated technical data that is transferred to inspector candidates or authorized personnel of the PrepCom, whether in the United States or abroad, must remain in the custody and control of the PrepCom, as provided in the Technology Transfer Control Plan (TTCP), described in paragraph 5 of this Article and located at Attachment C.

3. The defense articles, defense services or associated technical data exported from the United States, in accordance with this Agreement, may not be re-exported, resold or transferred to any state, organization or person except as specifically authorized in this Agreement, unless prior written approval of the USG has been obtained.

4. Furthermore, except as specifically authorized in this Agreement or by subsequent written approval of the USG, no inspector candidate or PrepCom staff member observer may re-export or otherwise dispose of the defense articles, associated technical data, or defense services described in Attachment A to any other authorized person, if there is reason to believe that such re-export, resale or other disposal would result, directly or indirectly, in disposition of the defense article or defense service contrary to this Agreement.

5. Prior to initiation of any export or the transfer of defense articles, technical data or defense services under this Agreement, the PrepCom must establish and maintain the system described in the TTCP to ensure that it satisfies USG requirements.

6. All United States laws, regulations (including all administrative acts of the USG) and policies relating to exports or transfers of U.S. articles and services, including associated technical data, shall apply to transfers of U.S. articles and services, including associated technical data, pursuant to this Agreement and the TCA.

Article III Conditions of Eligibility

1. In order to be eligible to participate in the training programs described in Attachment B, each foreign national inspector candidate and PrepCom staff member must sign, prior to the initiation of the training program, a non-disclosure statement, the text of which is included in the TTCP, in which the inspector candidate or PrepCom staff member agrees that he/she will not, without the prior written approval of the USG, communicate to any state, organization or person (other than duly authorized PrepCom personnel) any information to which he/she has access in connection with the training program. The PrepCom shall promptly forward the signed original of such statements to the USG.

2. In accordance with United States law and policy, nationals of countries listed in Part 126.1 of the International Traffic in Arms Regulations, or otherwise prohibited from receiving U.S. articles or services, including associated technical data, or U.S. assistance, whether located in the United States or abroad shall be ineligible to receive any articles or services, including associated technical data, pursuant to this Agreement, including through any re-export or other disposal by inspector candidates or PrepCom staff member observers, unless a written authorization has been provided by the USG. The identities of those countries currently listed in Part 126.1 of the ITAR are a matter of public record in the United States and have been made known to the PrepCom by the USG's official communication, dated _____.

3. In order to be eligible to receive the training described in Attachment B, all inspector candidates and PrepCom staff member observers must be approved by the USG in order to ensure that provision of such training is consistent with United States law and policy.

Article IV

Entry into Force, Amendment and Termination

This Agreement shall enter into force upon signature. The agreement may be amended upon mutual agreement of the Parties. The PrepCom shall make every effort to ensure that prior to dissolution of the PrepCom, the Organization for the Prohibition of Chemical Weapons (OPCW) assumes all obligations of the PrepCom under this Agreement. In the event the OPCW has not provided written assurances satisfactory to the USG of its acceptance of all obligations of the PrepCom under this Agreement, the PrepCom shall, return immediately all U.S. Munitions List items exported or otherwise transferred to it pursuant to this Agreement and any U.S. obligation to provide training shall be terminated. In any event, upon dissolution of the PrepCom, all obligations undertaken by the inspector candidates or PrepCom staff members in their individual capacities, including those obligations contained in the non-disclosure statements signed by those individuals pursuant to Article III(1) of this Agreement, will continue in effect.

Done this day _____, 199_ in the English language.

FOR THE UNITED STATES
GOVERNMENT

FOR PROVISIONAL TECHNICAL
SECRETARIAT

WILLIAM MILLER

Alternate Representative for United States
Delegation to the Provisional Technical Secretariat
to the Organization for the Prohibition of
Chemical Weapons

Attachment A**Defense Articles and Defense Services, and Associated Technical Data, Covered by This Agreement****A. Defense Services, Including Associated Technical Data**

This Agreement covers defense services, including technical data, only to the extent required to conduct a level of training necessary to qualify inspectors to support the implementation of the CWC. The objective is limited to developing inspectors and not to developing individuals that would be capable of returning to their respective countries to establish a chemical weapons capability. A defense service is defined by the International Traffic in Arms Regulations (ITAR) as the furnishing of assistance (including training) to foreign persons, whether in the United States or abroad, in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles; or the furnishing to foreign persons of any technical data controlled in the ITAR, whether in the United States or abroad. Technical data means information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles. This includes information in the form of blueprints, drawings, photographs, plans, instructions and documentation; classified information relating to defense articles and defense services; information covered by an invention secrecy order; and software directly related to defense articles. The following portions of the USG taught courses, as identified in the TCA, contain technical data controlled by the ITAR:

1. **Module 1, Basic Course -- To provide background, technical knowledge and practical training necessary to qualify inspector candidates to the Module 2 specialty courses. The following portions of this course contain technical data controlled by the ITAR:**

C-19, C-23, D-5, D-6, D-7, D-11, F-1, F-3, F-9, G-5, G-8, G-10, H-2, and H-3.

2. **Module 2, Demilitarization and Destruction of Chemical Weapons Course -- To provide the background, technical knowledge and practical training necessary to qualify inspector candidates for Module 3 mock inspection training and inspection team member duties. The following portions of this course contain technical data controlled by the ITAR:**

A-3, B, C-2, C-3, C-4, C-5, C-6, C-7, D, E, F, and G.

3. **Module 2, Inactivation, Conversion and Destruction of CW Production Facilities Course** -- To provide the background, technical knowledge and practical training necessary to qualify inspector candidates for Module 3 mock inspection training. The following portions of this course contain technical data controlled by the ITAR:

A-5.

4. **Module 2, Chemical and Conventional Munitions Course** -- Purpose: To provide the background, technical knowledge and practical training necessary to qualify inspector candidates for Module 3 mock inspection training. The following portions of this course contain technical data controlled by the ITAR:

A and B.

5. **Module 3, Chemical Weapons Storage Site -- Training Scenarios** have been developed to simulate activities at a CW storage site. Course will provide a set of scenarios for the facilitator to use in the conduct of mock inspections. Inspectors will use knowledge gained from Module 1 and Module 2 Courses as well as required equipment. All aspects of this course contain technical data controlled by the ITAR.

6. **Module 3, Chemical Weapons Production Site -- Training Scenarios** have been developed to simulate activities at a CW production site. Course will provide a set of scenarios for the facilitator to use in the conduct of mock inspections. Inspectors will use knowledge gained from Module 1 and Module 2 Courses as well as required equipment. All aspects of this course contain technical data controlled by the ITAR.

7. **Module 3, Chemical Weapons Destruction Site -- Training Scenarios** have been developed to simulate activities at a CW destruction site. Course will provide a set of scenarios for the facilitator to use in the conduct of mock inspections. Inspectors will use knowledge gained from Module 1 and Module 2 Courses as well as required equipment. All aspects of this course contain technical data controlled by the ITAR.

8. **Module 2, Sampling and Analysis (to be taught in UK and Finland) -- To provide the background, technical knowledge and practical training necessary to qualify inspector candidates for Module 3 mock inspection training. The following portions of this course contain technical data controlled by the ITAR:**

F1.7, F1.14, F1.15, F2.7, and F2.9.
9. **Module 2, Non-destructive Evaluation Course (to be taught in Germany) -- To provide the background, technical knowledge and practical training necessary to qualify inspector candidates for Module 3 mock inspection training. The following portions of this course contain technical data controlled by the ITAR:**

A and B.
10. **Module 2, Team Communication and Management Course (to be taught in Netherlands) -- To provide background, knowledge and practical training experience necessary to qualify inspection team leaders for Module 3 mock inspection training and inspection team leader duties. None of the technical data contained in this course is controlled by the ITAR.**

B. Defense Articles

Equipment for training will be provided by both the U.S. Government and the PrepCom. Prior to the conduct of training, all equipment to be used will be identified by the USG. The equipment subject to U.S. Government export licensing will be licensed and exported in accordance with applicable U.S. laws, regulations and policies. The ITAR defines a defense article as any item or technical data designated in Section 121.1 of the ITAR.

C. Training Facilities/Site Visits -- Visits to the following facilities and sites will result in the transfer of technical data controlled by the ITAR.

1. Siebert Hall, U.S. Army Chemical School, Fort McClellan, AL (Module 1 Basic Course; Module 2 Chemical and Conventional Munitions Course)
2. Chemical Defense Training Facility (CDTF), U.S. Army Chemical School, Fort McClellan, AL (Module 1 Basic Course)
3. Training Area 25, Fort McClellan, AL (Module 1 Basic Course)

4. Anniston Chemical Activity, Anniston Army Depot, Anniston, AL (Module 1 Basic Course, Module 2 Chemical and Conventional Munitions Course, Module 3 Chemical Weapons Storage Site Team Training Course)
5. Dupont Methods Plant Complex, Memphis, TN (Module 1 Basic Course)
6. Pine Bluff Chemical Activity, Pine Bluff Arsenal, AR (Module 2 Demilitarization and Destruction of Chemical Weapons Course, Module 2 Inactivation, Conversion and Destruction of Chemical Weapons Production Facilities Course, Module 3 Chemical Weapons Production Site Team Training Course)
7. DC Production Facility, Pine Bluff Chemical Activity, Pine Bluff Arsenal, AR (Module 1 Basic Course, Module 2 Inactivation, Conversion and Destruction of Chemical Weapons Production Facilities Course, Module 3 Chemical Weapons Production Site Team Training Course)
8. DF Production Facility, Pine Bluff Chemical Activity, Pine Bluff Arsenal, AR (Module 1 Basic Course, Module 2 Demilitarization and Destruction of Chemical Weapons Course, Module 2 Inactivation, Conversion and Destruction of Chemical Weapons Production Facilities Course, Module 3 Chemical Weapons Production Site Team Training Course)
9. M20 Fill and Close Line Facility, Pine Bluff Chemical Activity, Pine Bluff Arsenal, AR (Module 1 Basic Course, Module 2 Demilitarization and Destruction of Chemical Weapons Course, Module 2 Inactivation, Conversion and Destruction of Chemical Weapons Production Facilities Course, Module 3 Chemical Weapons Production Site Team Training Course)
10. Bigeye Fill and Close Line Facility, Pine Bluff Chemical Activity, Pine Bluff Arsenal, AR (Module 1 Basic Course, Module 2 Demilitarization and Destruction of Chemical Weapons Course, Module 2 Inactivation, Conversion and Destruction of Chemical Weapons Production Facilities Course, Module 3 Chemical Weapons Production Site Team Training Course)
11. BZ Production Facility, Pine Bluff Chemical Activity, Pine Bluff Arsenal, AR (Module 1 Basic Course)
12. QL Production Facility, Pine Bluff Chemical Activity, Pine Bluff Arsenal, AR (Module 1 Basic Course)

13. Multiple Launch Rocket System Warhead Injector Filling Facility, Pine Bluff Chemical Activity, Pine Bluff Arsenal, AR (Module 1 Basic Course)

14. QL Laydown Yard, Pine Bluff Chemical Activity, Pine Bluff Arsenal, AR (Module 2 Demilitarization and Destruction of Chemical Weapons Course)

15. Chemical Demilitarization Training Facility, Edgewood, MI (Module 2 Demilitarization and Destruction of Chemical Weapons Course)

16. Chemical Agent Munitions Disposal System (CAMDS), Tooele Army Depot, UT (Module 3 Chemical Weapons Destruction Site Team Training Course)

Attachment B**Training Courses Offered by the USG**

1. **Module 1, Basic Course -- To provide background, technical knowledge and practical training necessary to qualify inspector candidates to the Module 2 specialty courses.**

Scope: Addresses the fundamental knowledge requirements of all inspectors:
Verification aims and CWC provisions
Inspector rights and obligations under the CWC
Conduct of a safe inspection
Inspection procedures and associated technologies and equipment

2. **Module 2, Demilitarization and Destruction of Chemical Weapons Course -- To provide the background, technical knowledge and practical training necessary to qualify inspector candidates for Module 3 mock inspection training and inspection team member duties.**

Scope: Addresses the specific knowledge requirements outlined by the OPCW regarding the demilitarization and destruction of chemical weapons.

3. **Module 2, Inactivation, Conversion and Destruction of CW Production Facilities Course -- To provide the background, technical knowledge and practical training necessary to qualify inspector candidates for Module 3 mock inspection training.**

Addresses the fundamental knowledge requirements of all inspectors:
Verification aims and CWC procedures
Inspection methods, equipment and procedures
CW Production Facility Closure and Verification
CW Production Facility Conversion and Verification
CW Production Facility Destruction and Verification

4. **Module 2, Chemical and Conventional Munitions Course -- Purpose: To provide the background, technical knowledge and practical training necessary to qualify inspector candidates for Module 3 mock inspection training.**

Scope: Addresses the following fundamental knowledge requirements:
Military propellant, explosives and pyrotechnics
Design of conventional munitions
Design of chemical munitions
Storage and handling of munitions
Safety

5. **Module 3, Chemical Weapons Storage Site -- Training Scenarios** have been developed to simulate activities at a CW storage site. Course will provide a set of scenarios for the facilitator to use in the conduct of mock inspections. Inspectors will use knowledge gained from Module 1 and Module 2 Courses as well as required equipment.
6. **Module 3, Chemical Weapons Production Site -- Training Scenarios** have been developed to simulate activities at a CW production site. Course will provide a set of scenarios for the facilitator to use in the conduct of mock inspections. Inspectors will use knowledge gained from Module 1 and Module 2 Courses as well as required equipment.
7. **Module 3, Chemical Weapons Destruction Site -- Training Scenarios** have been developed to simulate activities at a CW destruction site. Course will provide a set of scenarios for the facilitator to use in the conduct of mock inspections. Inspectors will use knowledge gained from Module 1 and Module 2 Courses as well as required equipment.
8. **Module 2, Sampling and Analysis (to be taught in UK and Finland) --** To provide the background, technical knowledge and practical training necessary to qualify inspector candidates for Module 3 mock inspection training.

Scope: Addresses the knowledge requirements for analytical chemists:

CW agent physical and chemical properties

Quality assurance and quality control

Confidential business information

Safety aspects

On-site detection and screening methods

Sample management

Sampling

Sample transportation

Sample analysis

Sample preparation

Waste handling

VERIFY Database

Report writing

GC/MS

FTIR

Working in contaminated environments

Principles of live agent handling

9. **Module 2, Non-destructive Evaluation Course (to be taught in Germany) – To provide the background, technical knowledge and practical training necessary to qualify inspector candidates for Module 3 mock inspection training.**

Scope: Addresses the following fundamental knowledge requirements:

**Design of NDE equipment
Storage and handling of NDE equipment
Safety
Use of NDE equipment**

10. **Module 2, Team Communication and Management Course (to be taught in Netherlands) – To provide background, knowledge and practical training experience necessary to qualify inspection team leaders for Module 3 mock inspection training and inspection team leader duties.**

Scope: Addresses the specific knowledge requirements outlined by the OPCW regarding management tools and the role of the inspection team leader in managing the execution of the inspection process.

Attachment C

Technology Transfer Control Plan

1.0 Introduction

a. The purpose of this Technology Transfer Control Plan (TTCP) is to ensure that U.S. controlled technology which the USG has agreed to provide to the PrepCom, in accordance with this Agreement, is protected in accordance with U.S. laws, regulations and policies. U.S. controlled technology includes, but is not limited to, equipment, technical data and training.

b. This TTCP shall govern the conduct of PrepCom staff and inspector candidates wherever, or whenever they come in contact with U.S. controlled technology.

c. The PrepCom agrees to designate a TTCP Manager and to notify the USG in writing of this designation. The TTCP Manager shall report directly to the PrepCom Security Officer. Individuals to whom access to U.S. controlled technology is restricted under U.S. laws and regulations will not be designated for either of these positions, nor for any position that allows access to U.S. controlled technology.

2.0 Technology Transfer Requirements

a. Briefing Requirements

(1) USG and PrepCom personnel will jointly develop briefings on the transfer of U.S. controlled technology, subject to approval by the USG. These briefings will include, but will not be limited to, security and technology transfer requirements as they relate to the training programs described in Attachment B to the Agreement. Records of all personnel briefed, to include records of refresher briefings, will be maintained and made available to the U.S. Government. Specifically, briefings will include the following topics:

- (a) identification of equipment and associated technical data subject to the TTCP.
- (b) requirements and limitations imposed by the provisions of the Agreement.
- (c) areas and activities of the training facility(ies) to which they are authorized access.
- (d) requirements for USG escorts at training facility(ies).
- (e) identification of areas and activities of training facilities to which access is not authorized.

(1) the manner in which all documents containing U.S. controlled technology shall be identified and controlled, to include marking, logging and control procedures.

(2) All inspector candidates and PrepCom staff who require access to U.S. controlled technology will receive from the USG an initial technology transfer control briefing before beginning the training programs, followed by refresher briefings to be conducted prior to the completion of each module. All personnel will have their actions reviewed by a PrepCom-designated TTCP Manager every six months to ensure compliance with this TTCP for the duration of the training programs.

(3) In all cases, inspector candidates and PrepCom staff not otherwise restricted from receiving U.S. controlled technology will be briefed before they may be provided access to the technology.

(4) The TTCP Manager will identify to the USG, in advance, the personnel who require access to the technical data and equipment and who will participate in training sessions.

(5) Any inspector candidate or PrepCom staff who is not a U.S. citizen is required to sign the Non-Disclosure Statement at Appendix A.

(6) Any inspector candidate or PrepCom staff who is a U.S. citizen is required to sign the Non-Disclosure Statement at Appendix B.

b. Protection of U.S. Controlled Technology

(1) All U.S. hardware, software, technical documentation, data, intellectual property, and know-how acquired by PrepCom staff or inspector candidates during the training programs will be controlled and housed in a separate storage facility to which access is controlled by authorized personnel of the PrepCom; PrepCom personnel authorized to control access to the storage facility are subject to approval from the USG. Access to the controlled areas will be controlled and an escort will be provided at all times in uncontrolled sectors with access to the controlled areas.

(2) Any documents provided by the U.S. to PrepCom staff or inspector candidates, and designated as controlled shall be recorded by the TTCP Manager in a separate log book with a description of the document and a unique document number. Upon request, the log book and documents shall be made available to U.S. Government representatives.

(3) Any documents, images, photographs or notes generated whole or in part from documents provided by the U.S. or PrepCom staff or inspector candidates, and designated as U.S. controlled shall be handled in the same manner as the original.

d. Allowable Transfer of Controlled Technology

The transfer of U.S. controlled hardware, software, documentation and intellectual property is not allowable unless the transfer complies with the terms of this Agreement and the TTCP, or is specifically authorized in writing by the USG pursuant to U.S. laws, regulations and policies.

e. Control of Foreign Personnel within Facilities

(1) In-house security precautions must be established by the Security Officer for each facility occupied by the PrepCom and where U.S. controlled technology is stored or used.

(2) Wherever necessary, the PrepCom shall establish controlled areas for the exclusive use of staff and inspector candidates authorized to possess U.S. controlled technology.

APPENDIX A

NON-DISCLOSURE AGREEMENT
FOREIGN NATIONAL

I, _____, having received a briefing on the Agreement between the USG and PrepCom, acknowledge and understand that any U.S. origin defense articles and/or technical data/know-how related to defense articles covered by the U.S. Munitions List, or otherwise subject to restrictions under U.S. laws or regulations, to which I have access and/or which is disclosed to me in the course of my association with the USG, is subject to control under United States laws and regulations, including the International Traffic in Arms Regulations (Title 22, Code of Federal Regulations, Parts 120-130). I hereby certify that: (1) the equipment, technical data and training will be used only for technical assistance as authorized in the Technical Assistance Agreement between the USG and the PrepCom and (2) I will not disclose, export or otherwise transfer, nor will I knowingly permit others to disclose, export, or otherwise transfer, in any manner, to any other foreign national (other than foreign nationals duly authorized by the Government of the United States to receive such items) or any foreign country such items without prior written approval of the Government of the United States.

I understand that under U.S. laws and regulations there are provisions for fines and imprisonment, for willful violation of any provision of such laws and regulations.

Foreign National Signature

Witness Signature

Foreign National Typed Name

Witness Typed Name and Number

Foreign National Position

U.S. Government Position

(identify foreign nationality,
previous employer,
and business address)

Dated _____

Dated _____

APPENDIX B

**NON-DISCLOSURE AGREEMENT
U.S. CITIZEN**

I, _____, having received a briefing on the Agreement between the USG and PrepCom, acknowledge and understand that any U.S. origin defense articles and/or technical data/know-how related to defense articles covered by the U.S. Munitions List, or otherwise subject to restrictions under U.S. laws or regulations, to which I have access and/or which is disclosed to me, is subject to control under United States laws and regulations, including the International Traffic in Arms Regulations (Title 22, Code of Federal Regulations, Parts 120-130). I hereby certify that: (1) the equipment, technical data and training will be used only for technical assistance as authorized in the Technical Assistance Agreement between the USG and the PrepCom and (2) I will not disclose, export or otherwise transfer, nor will I knowingly permit others to disclose, export, or otherwise transfer, in any manner, to any other U.S. citizen or foreign national (other than those duly authorized by the Government of the United States to receive such items) or any foreign country such items without prior written approval of the Government of the United States.

I understand that under U.S. laws and regulations there are provisions for fines and imprisonment, for willful violation of any provision of such laws and regulations.

U.S. Citizen Signature

Witness Signature

U.S. Citizen Typed Name

Witness Typed Name and Number

U.S. Citizen Position

U.S. Government Position

(Identify previous employer, company and business address)

Dated _____

Dated _____