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Version 3

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA

AND

THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND

CONCERNING THE SUPPLY OF AIRCRAFT,

ASSOCIATED EQUIPMENT AND SERVICES

FOR THE ROYAL SAUDI AIR FORCE

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c. BAe to construct and operate junior schools for the education of the children of its expatriate personnel and those of the Team.

d. BAe to make arrangements, subject to the requirements of the appropriate Saudi Arabian legislations, regarding the contract of employment between BAe and its employees including inter alia leave arrangements, level of accompanied status, education etc.

e. BAe to re-allocate personnel between bases in the best interests of task performance (where such task performance is the responsibility of BAe). BAe will inform the Base Commanders concerned, in writing, of the reasons for such proposed re-allocation and the agreement of such Commanders will not be unreasonably withheld. BAe will provide the RSAF with lists containing names of their personnel and the nature of the work which each performs.

30. The Saudi Arabian Government will provide continuous open visa blocks to BAe, its sub-contractors, their personnel and dependants for entry visas, residence and exit permits.

ARMED CONFLICT

31. It is understood between the parties to this Memorandum of Understanding, that subject to consultation, United Kingdom civilian and military personnel will under no circumstances

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be permitted or requested or required to participate in a conflict undertaken by the armed forces of Saudi Arabia.

32. In the case of the outbreak of war, or of any civil or military conflict that might endanger the safety of foreign employees, the Saudi Arabian Government will be responsible for any additional costs incurred by the United Kingdom Government, BAe and its sub-contractors in retaining or replacing the appropriate employees in the Kingdom of Saudi Arabia, subject to the agreement of the Saudi Arabian Government to those arrangements. The United Kingdom Government may, after consulting the Saudi Arabian Government, withdraw or replace personnel or suspend the arrangements provided for in this document.

33. The Saudi Arabian Government will be responsible for and shall reimburse the United Kingdom Government for loss, or damage to property owned by BAe, its sub-contractors, their personnel and dependants or the Team, its dependants, its servants and agents located in Saudi Arabia, where such loss or damage is sustained due to or arising out of acts of war, armed conflict, insurrection, riots, civil strife, confiscation, nationalisation or deprivation of dominion and control by the Saudi Arabian Government.

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SECURITY

34. Each Government will protect the security of any plans, specification or information provided by the other in accordance with the indicated security classification. Neither Government will communicate such classified material to a third party unconnected with this Memorandum of Understanding without the written agreement of the other.

35. BAe, its sub-contractors and their personnel will not divulge to any foreign government or to any unauthorised persons whatsoever, any classified information of the Saudi Arabian Government.

36. The Saudi Arabian Government will respect the confidentiality of commercial and other information provided by BAe.

TRANSFER OF EQUIPMENT OR INFORMATION

37. The Saudi Arabian Government will not sell, lease, lend or otherwise dispose of any equipment, information, or material, whether classified or not, which it has received under this MOU or the Letters of Offer and acceptance to any third party without the prior written consent of the UK Government. The