

INTRODUCTION

This Equipment and Material Transfer (E&MT) is entered into pursuant to the Memorandum of Understanding (MOU) between the Department of Defense of the United States of America and the Department of Defence of Australia concerning Tactical Missiles (TM) Design, Development, Test and Evaluation, which came into effect on *(Insert effective date of the TM MOU)*. This E&MT Form is being executed by authorized representatives of the providing and receiving Participants pursuant to Section VII (Equipment and Material Transfers) of the TM MOU.

SECTION I

DESCRIPTION AND QUANTITY

1.1 The following Equipment and Material will be transferred by the providing Participant to the receiving Participant:

Providing Participant	Receiving Participant	QTY	Description	Part/ Stock #	Consumables/ Non-Consumables	Return Date	Estimated Replacement Value *

(Fill in as appropriate)

* Estimated Replacement Value is a good faith estimate of the replacement value at the time of the loan. Should a loss occur, the actual replacement value will be determined by the providing Participant in consultation with the receiving Participant.

1.2 *(Choose one of the following alternatives, or use both if both situations apply.)*

Alternative A – Use when return of Equipment and Material is planned.

None of the Equipment and Material identified in paragraph 1.1 is intended to be consumed or expended during the course of the TM Activities described in paragraph 2.1.1.

Alternative B – Use when return of Equipment and Material is not planned due to its consumption during the activity.

The Equipment and Material (specify as appropriate by highlighting in paragraph 1.1) described in paragraph 1.1 is intended to be consumed or expended during the course of the TM Activities described in paragraph 2.1.1.

SECTION II

PURPOSE

- 2.1 The purpose of this E&MT is to support the following TM Activities.
- 2.1.1 *(Fill in as appropriate)*

SECTION III

MANAGEMENT AND RESPONSIBILITIES

- 3.1 Each Participant will establish a point of contact that will be responsible for implementing this E&MT.
- 3.1.1 For the providing Participant the point of contact is *
- 3.1.2 for the receiving Participant the point of contact is *
- *Insert the appropriate names, title/office symbols, addresses, and telephone numbers of the individuals assigned to implement the E&MT.*
- 3.2 Responsibilities of the Providing Participant
- 3.2.1 Transfer of the Equipment and Material - The providing Participant will transfer the Equipment and Material listed above for the duration of the transfer period specified in paragraph 6.4 unless extended by mutual written consent.
- 3.2.2 Equipment and Material Delivery - The providing Participant will deliver the Equipment and Material (*specify arrangements*). Responsibility for the Equipment and Material will pass from the providing Participant to the receiving Participant at the time of receipt of the Equipment and Material. Any further transportation is the responsibility of the receiving Participant unless otherwise specified in this paragraph.
- 3.2.3 Information - The providing Participant will furnish the receiving Participant such information as is necessary to enable the Equipment and Material to be used in the TM Activities described in paragraph 2.1.1 in accordance with Section X (Disclosure and Use of Information) of the MOU.

3.3 Responsibilities of the Receiving Participant

3.3.1 Inspection and Inventory – The receiving Participant will inspect and inventory the Equipment and Material upon receipt. The receiving Participant will also inspect and inventory the Equipment and Material prior to its return to the providing Participant, unless the Equipment and Material is consumed in accordance with paragraph 3.3.2.

3.3.2 *(Choose one of the following alternatives, or use both if both situations apply.)*

Alternative A – Use when return of Equipment and Material is planned.

Return of Equipment and Material – Upon expiration or termination of the transfer period specified in paragraph 6.4 (taking into account any approved extensions by the providing Participant), the receiving Participant will return the Equipment and Material to the providing Participant (**specify arrangements**). If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond economical repair, while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss/destruction/irreparable damage to the providing Participant.

Alternative B – Use when return of Equipment and Material is not planned due to its consumption during the activity.

Consumption of Equipment and Material – It is intended that the receiving Participant will consume the Equipment and Material specified in paragraph 1.1 during the course of the TM Activities described in paragraph 2.1.1. If this does occur, the receiving Participant will provide written notice of its consumption to the providing Participant. In the event consumption does not occur prior to the end of the transfer period specified in paragraph 6.4, the receiving Participant will return the Equipment and Material to the providing Participant (**specify arrangements**). If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond repair prior to its intended consumption while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss/destruction/irreparable damage to the providing Participant.

3.4 This TM E&MT Form provides only for transfer of Equipment and Material associated with the TM Activities described in paragraph 2.1.1. Signature of this TM E&MT Form does not imply any commitment by a Participant to participate in any activities beyond the E&MT described herein.

SECTION IV

SPECIAL PROVISIONS (OPTIONAL)

4.1 *(Insert any special provisions as required.)*

SECTION V

CLASSIFICATION

5.1 *(Insert only one of the two following paragraphs; note that one of these two options must be selected.)*

No classified Equipment and Material will be transferred under this TM E&MT Form.

or

The highest level of classified Equipment and Material under this TM E&MT Form is *(insert level of classification)*.

SECTION VI

MODIFICATION, TERMINATION, AND TRANSFER PERIOD

- 6.1 The provisions of this E&MT Form may be modified or extended by written mutual consent of authorized representatives of the Participants in accordance with Section IX (Equipment and Material Transfers) of the MOU.
- 6.2 The Equipment and Material Transfer described in this TM E&MT Form may be terminated at any time in accordance with the following provisions.
 - 6.2.1 Through the mutual written consent of the authorized representatives of the Participants.
 - 6.2.2 Unilaterally by the receiving Participant on 60 days written notice to the providing Participant.
 - 6.2.3 Unilaterally by the providing Participant at any time.
- 6.3 Responsibilities regarding security and protection against unauthorized use, disclosure, or transfer that accrued prior to termination or expiration of the transfer

period will continue to apply without limit of time in accordance with Section XIX (Amendment, Termination, Entry Into Effect, and Duration) of the TM MOU.

6.4 The transfer period for the Equipment and Material described herein begins on the date of the last signature below, and unless terminated or extended, will continue until *(enter date or amount of time)*.

FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED
STATES OF AMERICA

FOR THE DEPARTMENT OF
DEFENCE OF AUSTRALIA

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location