

SECTION XIV
MODIFICATION AND TERMINATION

1. The provisions of this PA may be modified by written mutual consent of authorized representatives of the Participants in accordance with Section V (Management Organization and Responsibilities) of the MOU.
2. This PA may be terminated at any time in accordance with the provisions of Section XX of the MOU.

SECTION XV
ENTRY INTO EFFECT, DURATION, AMENDMENT AND TERMINATION

This _____ Land Battlespace Systems PA, a Project under the MOU between the Secretary of Defense, on behalf of the Department of Defense, of the United States of America and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (include all Participants in this manner), will come into effect upon signature by the Participants, and will remain in effect for ___ years unless terminated by the Participants. It may be extended by the written mutual determination of the Participants.

FOR THE SECRETARY OF
DEFENSE ON BEHALF OF THE
DEPARTMENT OF DEFENSE OF
THE UNITED STATES OF
AMERICA:

FOR THE SECRETARY OF STATE
FOR DEFENCE OF THE UNITED
KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND:

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

ANNEX B

COOPERATIVE PROJECT PERSONNEL (CPP)

ASSIGNMENT OF LAND BATTLESPACE COOPERATIVE PROJECT PERSONNEL

1.0 Purpose and Scope.

- 1.1 This Annex to the LBS MOU establishes the provisions that will govern the conduct of the Cooperative Project Personnel (CPP). During the term of the MOU, each Participant will be permitted to assign military members or civilian employees to a Joint Project office (JPO) established under this MOU or to other LBS Activities designated by the SC. CPP will be able to perform all responsibilities for the positions assigned to them under this MOU or in conjunction with a PA. Commencement of assignments will be subject to any requirements that may be imposed by the other Participant or its Government regarding acceptance of CPP, such as, but not limited to, visas and visit request documentation. The Participants will determine the length of tour for the positions at the time of initial assignment.
- 1.2 CPP will be assigned to a JPO or to other LBS activities for Project work (including work at Participant Contractor facilities) and will report to their designated supervisor within those organizations regarding that work. The designated supervisor will be responsible for the creation of a document describing the duties of each CPP position (Annex B-1), and submit to the PMs for approval. CPP will not act in any other capacity on behalf of their Parent Participant's organization (such as liaison officers).
- 1.3 CPP will not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host Participant's government.

2.0 Security.

- 2.1 The Participants will establish the maximum level of security clearance required, if any, to permit CPP to have access to Classified Information and facilities in which Classified Information is used in accordance with the Project Security Instructions (PSI) and Classification Guide (CG). Access to Classified Information and facilities in which classified Information is used will be consistent with, and limited by, Section III (Objectives) and Section IV (Scope of Work) of the PA and the corresponding provisions of this Annex and the MOU, and will be kept to the minimum required to accomplish the work assignments.

- 2.2 The Parent Participant will file visit requests for the CPP through prescribed channels in compliance with the Host Participant's procedures. The Participants will cause security assurances to be filed, through their respective embassies, specifying the security clearances for the CPP being assigned. The security assurances will be prepared and forwarded through prescribed channels in compliance with established procedures.
- 2.3 The Participants will use their best efforts to ensure that personnel from both Participants assigned to the JPO or activities are made aware of, and comply with, applicable laws and regulations, as well as the requirements of Section X (Disclosure and Use of Project Information), Section XI (Controlled Unclassified Information), and Section XIII (Security) of the MOU, and the corresponding provisions of this Annex, and the PSI and CG. Prior to commencing assigned duties, CPP will, if required by the Host Participant's laws, regulations, policies, or procedures, sign a certification concerning the conditions and responsibilities of CPP.
- 2.4 CPP will at all times be required to comply with the security and export laws, regulations, and procedures of the Host Participant, as briefed in accordance with paragraph 3.2 of this Annex. Any violation of security or export procedures by CPP during their assignment will be reported to the Parent Participant for appropriate action. CPP committing willful violations of security or export laws, regulations, or procedures during their assignments will be withdrawn from the Project with a view toward appropriate administrative or disciplinary action by the Parent Participant.
- 2.5 All Classified Information made available to CPP will be considered as Classified Information furnished to the Parent Participant, and will be subject to all of the provisions and safeguards provided for in a PA, this Annex, the MOU, the PSI and CG.
- 2.6 CPP will not have personal custody of Classified Information or Controlled Unclassified Information, unless approved by the JPO or Host Participant and as authorized by the Parent Participant. They will be granted access to such information in accordance with the provisions of the PSI during normal duty hours when access is necessary to perform Project work. They may not have unsupervised access to classified libraries or operating centers, or to document catalogues, unless the information therein is releasable to the public.
- 2.7 CPP will not serve as a conduit between the Host Participant and the Parent Participant for requests for and/or transmissions of Classified Information, or Controlled Unclassified Information unless specifically authorized in the PSI.

3.0 Administrative Matters.

3.1 Consistent with Host Participant's laws and regulations, and subject to applicable multilateral and bilateral treaties, agreements and arrangements, CPP will be subject to the same restrictions, conditions, and privileges as Host Participant personnel of comparable rank and in comparable assignments. Further, to the extent authorized by the Host Participant's laws and regulations, and applicable multilateral and bilateral treaties, agreements and arrangements, CPP and their authorized dependents will be accorded:

3.1.1 Exemption from any Host Participant tax upon income received from the Parent Participant's organization.

3.1.2 Exemption from any Host Participant customs and import duties or similar charges levied on items entering the country for their official or personal use, including their baggage, household effects, and private motor vehicles.

3.2 Upon or shortly after arrival, CPP will be informed by the Host Participant duty station about applicable laws, orders, regulations, and customs and the need to comply with them. CPP will also be provided briefings arranged by Host Participant duty station regarding applicable entitlements, privileges, and obligations such as:

3.2.1 Any medical or dental care that may be provided to CPP and their dependents at the Host Participant's medical facilities, subject to applicable laws and regulations, including reimbursement when required by such laws and regulations, and any bilateral or multilateral agreements or arrangements.

3.2.2 Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and their dependents, subject to applicable laws and regulations, and any bilateral or multilateral agreements or arrangements.

3.2.3 Responsibility of CPP and those dependents accompanying them to obtain motor vehicle liability insurance coverage in accordance with laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by CPP and their dependents, the recourse will be against such insurance.

3.3 The PMs, through the JPO and Host Participant activities, will establish standard operating procedures for CPP in the following areas:

3.3.1 Working hours, including holiday schedules.

- 3.3.2 Leave authorization, consistent to the extent possible with the military or civilian personnel regulations and practices of the Participants.
 - 3.3.3 Dress regulations, consistent to the extent possible with the military or civilian personnel regulations and practices of the Participants.
 - 3.3.4 Performance evaluations, recognizing that such evaluations must be rendered in accordance with the providing Participant's military or civilian personnel regulations and practices.
- 3.4 CPP committing an offense under the laws of the government of either the Parent or Host Participant may be withdrawn from this Project with a view toward further administrative or disciplinary action by the Parent Participant. Disciplinary action, however, will not be taken by the Host Participant against CPP from the Parent Participant, nor will CPP from the Parent Participant exercise disciplinary authority over Host Participant personnel. In accordance with the Host Participant's laws, regulations, and procedures, the Host participant will assist the Parent Participant in carrying out investigations of offenses involving CPP.

Annex B-1

COOPERATIVE PROGRAM POSITION DESCRIPTION

1. Position:

a. Title: Cooperative Program Personnel

2. Position Location:

3. Qualifications/Skills Required for Position: *(Insert appropriate data, e.g. Accredited degree in a scientific or aviation related subject, Aviation staff and/or operational experience in rotary-wing aircraft. Military specialty similar to U.S. Aviation Product Manager and/or acquisition engineering experience. Previous experience in tactical helicopter operations.)* The CPP will perform the following tasks and responsibilities as mutually determined by the respective Program Manager (PM)

4. General Categories of Information to which access will be required: *Insert appropriate categories, e.g. Provided oral and visual access to information required to perform the duties outlined in this position description.*

5. Description of Specific Duties:

a. The CPP Officer will be primarily responsible for *(Insert responsibilities, e.g. coordinating the administration and oversight of the LBS MOU)*. He will require information access to *(Insert specific information access requirements, e.g. research, development and engineering programs involving the AH-64D Apache Longbow Attack helicopter)*.

b. Identify specific duties.

c. The CPP requires access to computer word processing systems for preparing reports.

d. Identify anticipated travel requirements and locations.

e. The CPP will attend technical meetings and symposiums as required in performance of assigned duties.

f. Identify reporting requirements [e.g., **Provide a monthly summary of the US/UK Apache/WAH-64 programs that are undertaken as separate PA's under the MOU**] and any detail requirement [e.g., **This report is to cover upgrade plans and program execution, associated technology programs in the US DoD, UK MoD and industry, and in-service support and engineering issues. It should also include forecasts of forthcoming trials, tests and program reviews.**]

i. Attend UK and U.S. Project Reviews and provide a summary report of MOU activities at that venue as required.

j. In support of the MOU advise the PM on UK procurement and fielding policy, and also on British Army support and logistics doctrine and organization.

k. Provide administrative support and coordination for Steering Committee and Cooperative Project Meetings. In particular to:

- (1) Request inputs from Working Groups at least 2 weeks prior to each meeting.
- (2) Provide written briefs to PMs at least 1 week prior to each meeting.
- (3) Provide draft minutes for each meeting within 10 days.
- (4) Provide written briefs on MOU activity to PM every 6 weeks.
- (5) Coordinate with key players in all PAs so as to ensure timely progress.
- (6) Act as focus for routing requests for information from both sides regarding PAs.
- (7) Attend PA meetings and provide administrative support where necessary.
- (8) Brief progress on PAs to PMs as directed above.

ANNEX C

MODEL EQUIPMENT AND MATERIAL TRANSFER (E&MT) FORM

E&MT NUMBER (E&MT-XXXX*)

BETWEEN

THE SECRETARY OF DEFENSE
ON BEHALF OF THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA

AND

THE SECRETARY OF STATE FOR DEFENCE
OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

UNDER THE
LAND BATTLESPACE SYSTEMS
MEMORANDUM OF UNDERSTANDING

***The U.S. DoD will assign the E&MT number.**

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 Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland concerning Land Battlespace Systems (LBS) MOU (**Insert effective date of the LBS MOU**). This E&MT Form is being executed by authorized representatives of the providing and receiving Participants pursuant to Section IX (Equipment and Material) of the LBS MOU.

SECTION 1

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	Replacement Value

(Fill in as appropriate)

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 LBS 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 LBS activities described in paragraph 2.1.1.

SECTION II

PURPOSE

- 2.1 The purpose of this E&MT is to support the following LBS 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 LBS 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 RDT&E 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 LBS E&MT Form provides only for transfer of Equipment and Material associated with the LBS activities described in paragraph 2.1.1. Signature of this LBS 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 LBS E&MT Form.

or

The highest level of classified Equipment and Material under this LBS 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) of the MOU.
- 6.2 The E&MT described in this LBS 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 90 days written notice to the providing Participant.
- 6.2.3 Unilaterally by the providing Participant at any time.
- 6.4 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 LBS MOU.

6.5 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 SECRETARY
OF STATE FOR DEFENCE OF
THE UNITED KINGDOM OF
GREAT BRITAIN AND
NORTHERN IRELAND

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location