

SECTION VII

MANAGEMENT

1. This PA will be directed and administered on behalf of the Participants by an organization consisting of a STANDARD Missile Cooperative Council (SMCC) and one Project Officer (PO) from each Participant. The SMCC members are:

U.S. Title/Position _____
Organization _____
Address _____

Netherlands Title/Position _____
Organization _____
Address _____

Germany Title/Position _____
Organization _____
Address _____

Canada Title/Position _____
Organization _____
Address _____

2. The POs are:

U.S. PO

Title/Position _____

Organization _____

Address _____

Netherlands PO

Title/Position _____

Organization _____

Address _____

Germany PO

Title/Position _____

Organization _____

Address _____

Canada PO

Title/Position _____

Organization _____

Address _____

3. (If a joint project office will be established, identify it here). A Project Office will be established in _____ (name of Participant's locations)

4. Particular Management Procedures:

(Mention only those additional management responsibilities not covered under Section V of the STANDARD Missile U&I MOU.

Also, if a PA will involve assignment of CPPs, add the following paragraph:

4.X. Any Participant may assign CPP to the other Participants' facilities to assist in administering a PA. The Host Participant will provide office space and

administrative support to CPP of the other Participant in accordance with the Host Participant's normal practice. CPP will be subject to the normal procedures and regulations of the Host Participant. Provisions for the CPP provided are described in Annex (B) to the STANDARD Missile Upgrades and Improvements MOU.)

SECTION VIII

FINANCIAL ARRANGEMENTS

The cost of performance of the tasks under this PA will not exceed U.S.\$ _____.

Cooperative efforts of the Participants over and above the jointly agreed tasks set forth in the SCOPE OF WORK and SHARING OF TASKS and FINANCIAL ARRANGEMENTS sections will be subject to amendment to this PA or signature of a new PA.

(If a PA will not involve one Participant contracting for another Participant, and no funds will be exchanged between the Participants, use the following format for the Financial Arrangements.)

Alternative 1

The DoD tasks will not cost more than U.S. \$: _____

The MODs' tasks will not cost more than Canadian \$ or Euros: _____

Or Alternative 2:

(If a PA will involve one Participant contracting for another Participant or all Participants, or the Participants will transfer or exchange funds among them, use the following format for the Financial Arrangements.)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
U.S.						
GER						
RNLN						
Canada						

(Using the above table and whatever description is necessary, explain and demonstrate how the PA will be funded. Identify both financial (funds) and non-financial (range time, use of equipment, etc.) contributions and identify the amount of funds to be transferred between the Participants.)

(If necessary, a Financial Management Procedures Document (FMPD) will be developed by the POs. Any such FMPD will be submitted to the PA SMCC for approval. The FMPD should include as a minimum schedule, handling, funding levels by year, and auditing procedures for monetary contributions anticipated for this PA.)

SECTION IX
CLASSIFICATION

Only one of the three following possibilities must be selected:

- a. No Classified Information will be exchanged under this PA;
- b. The highest level of Classified Information exchanged under this PA is: Confidential; or
- c. The highest level of Classified Information exchanged under this PA is: Secret.

SECTION X
PRINCIPAL ORGANIZATIONS INVOLVED

(List government laboratories, research centers, and other organizations for the U.S., Netherlands, Germany, and Canada, including the responsible organization for configuration control, if applicable.)

SECTION XI
LOAN OF MATERIALS, SUPPLIES AND EQUIPMENT

Include appropriate language as necessary.

NOTE:

In the event that the collaborative efforts under the PA require the provision of Project Equipment to any Participant, then a list of such Project Equipment must be developed and maintained by the POs. If a Project Equipment list is required, the following is an example of such a list.

Providing Participant	Receiving Participant	QTY	Description	Part/ Stock #	Consumables\ Non-Consumables	Approx Value

SECTION XII

ENTRY INTO EFFECT, DURATION AND TERMINATION

This _____ PA will enter into force upon the last signature and will remain in effect for _____ years unless terminated.

DONE in the English language.

FOR THE DEPARTMENT OF DEFENSE FOR THE MINISTER OF NATIONAL
OF THE UNITED STATES OF AMERICA DEFENCE OF CANADA

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

FOR THE FEDERAL MINISTRY OF FOR THE MINISTER OF DEFENCE OF
DEFENCE OF THE FEDERAL REPUBLIC THE KINGDOM OF THE
OF GERMANY NETHERLANDS

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

ANNEX B

COOPERATIVE PROJECT PERSONNEL

1.0. Purpose and Scope

1.1. This Annex establishes the provisions that will govern the conduct of Cooperative Project Personnel (CPP). The Parent PA Participant will assign military members or civilian employees to the Host PA Participant project office in accordance with the PA and this Annex. CPP must be able to perform all the responsibilities assigned to them under a PA. Commencement of assignments will be subject to any requirements that may be imposed by the Host PA Participant or its government regarding acceptance of CPP, such as, but not limited to, visas and visit request documentation. The PA SMCC will determine the length of tour for the positions at the time of initial assignment.

1.2. CPP will be assigned to the Host PA Participant's project office for Project work and will report to the host PA Participant PO regarding that work. The POs will be responsible for the creation of a document describing the duties of each CPP position, which will be subject to approval by the PA SMCC. CPP may act as liaison officers on non-Project work on a case-by-case basis, if authorized by the Host PA Participant upon the request of the CPP's PA Participant. Such CPP may act from time to time on behalf of their respective PA SMCC member if the former so authorized in writing.

1.3. CPP will not be assigned to positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host PA Participant's government.

2.0. Security

2.1. The Host PA Participant will establish the 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 PA Project Security Instruction (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 II (Objectives) and Section III (Scope of Work) of this MOU, and the associated PA, and will be kept to the minimum required to accomplish the work assignments.

2.2. The Parent PA Participant will file visit requests for the CPP through prescribed channels in compliance with the Host PA Participant's procedures.

2.3. The Host PA Participant and Parent PA Participant will use their best efforts to ensure that CPP assigned to the Host PA Participant's project office are aware of, and comply with, applicable laws and regulations as well as the requirements of Section XI (Controlled Unclassified Information), Section XII (Visits to Establishments), Section XIII (Security), and

paragraph 19.6 of Section XX (Amendment, Withdrawal, Termination, Entry into Force/Effect, and Duration) of this MOU and the provisions of the PA PSI and CG.

2.4. Upon or shortly after a CPP's arrival, the Host PA Participant PO will be responsible for informing CPP about applicable laws, orders, regulations, and customs and the need to comply with them. Prior to commencing assigned duties, CPP will, if required by the Host PA Participant's government laws, regulations, policies, or procedures, sign a certification concerning the conditions and responsibilities of CPP. CPP will at all times be required to comply with the security and export control laws, regulations, and procedures of the Host PA Participant's government. Any violation of security procedures by CPP during their assignment will be reported to the Parent PA Participant for appropriate action. CPP committing significant violations of security and export control laws, regulations, or procedures during their assignments will be withdrawn from the Project with a view toward appropriate administrative or disciplinary action by their Parent PA Participant.

2.5. All Classified Information made available to CPP will be considered as Classified Information furnished to the Parent PA Participant, and will be subject to all provisions and safeguards provided for in Section XIII (Security), and the PA PSI and CG.

2.6. CPP will not have personal custody of Classified Information or Controlled Unclassified Information unless approved by the Host PA Participant and as authorized by the Parent PA Participant. They will be granted access to such Information in accordance with Section XI (Controlled Unclassified Information), Section XIII (Security) of this MOU, the PA and the PA PSI during normal duty hours at the Host PA Participant's project office when access is necessary to perform Project work.

2.7. CPP assigned will not serve as a conduit between the Host PA Participant and Parent PA Participant for requests and/or transmission of Classified Information or Controlled Unclassified Information unless specifically authorized by the PA PSI.

3.0. Technical and Administrative Matters

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

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

3.1.2. Exemption from any Host PA Participant's government 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. CPP will also be provided briefings arranged by the Host PA Participant's project office regarding entitlements, privileges, and obligations such as:

3.2.1. Any medical and dental care that may be provided to CPP and their dependents at Host PA Participant medical facilities, subject to the requirements of applicable laws and regulations, including reimbursement requirements.

3.2.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and their dependents, subject to the requirements of applicable laws and regulations.

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

3.3. The Host PA Participant PO will, in consultation with the CPP, 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 and civilian personnel regulations and practices of the Host PA Participant and Parent PA Participant.

3.3.3. Dress regulations, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host PA Participant and Parent PA Participant.

3.3.4. Performance evaluations, recognizing that such evaluations will be rendered in accordance with the Parent PA Participant's military or civilian personnel regulations and practices.

3.4. CPP committing an offense under the laws of the government of the Host PA Participant or Parent PA Participant may be withdrawn from a Project with a view toward further administrative or disciplinary action by the Parent PA Participant. Disciplinary action, however, will not be taken by the Host PA Participant against CPP, nor will the CPP exercise disciplinary powers over the Host PA Participant's personnel. In accordance with Host PA Participant's government laws and regulations, the Host PA Participant will assist the Parent PA Participant in carrying out investigations of offenses involving CPP.