04-530

AGREEMENT

BETWEEN

THE DEPARTMENT OF DEFENSE

OF THE UNITED STATES OF AMERICA

AND

THE FEDERAL MINISTRY OF DEFENSE

OF THE

FEDERAL REPUBLIC OF GERMANY

FOR

THE SIMULATION AND COMMAND AND CONTROL (C2) INFORMATION SYSTEM

CONNECTIVITY EXPERIMENTATION PROJECT

(SINCE)

I hereby certify this to be a true copy of the Agreement Between the Department of Defense of the United States of America and the Federal Ministry of Defense of the Federal Republic of Germany for the Simulation and Command and Control (C2) Information System Connectivity Experimentation Project (SINCE)

The International Cooperative Programs Activity (ICPA) of the U.S. Army Research, Development and Engineering Command maintains custody of a signed copy of the Agreement.

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PREAMBLE

The Department of Defense (DOD) of The United States of America and the Federal Ministry of Defense (FMOD) of the Federal Republic of Germany, hereinafter referred to as the "Parties":

Having a common interest in defense;

Recognizing the benefits to be obtained from Multinational Force Compatibility (MFC) and interoperability;

Desiring to improve their mutual conventional defense capabilities through application of emerging technology; and

Wishing to conduct a joint Project entitled Simulation and Command and Control (C2) Information System Connectivity Experimentation (SINCE);

Have agreed as follows:

ARTICLE I

DEFINITIONS AND ABBREVIATIONS

The Parties have agreed upon the following definitions for terms used in this Agreement.

C2IS	Command, Control and Information Systems are integrated systems comprised of doctrine, procedures, organizational structure, personnel, equipment, software, facilities and communications which provides authorities at all levels with timely and adequate data to plan, direct and control their activities.
Classified Information or Materiel	Official information or materiel that requires protection in the interests of national security and is so designated by the application of a security classification marking. This information may be in oral, visual, magnetic or documentary form or in the form of equipment or technology.
Computer Data Base	A collection of data recorded in a form capable of being processed by a computer. This definition does not include Computer Software.
Computer Program	A set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
Computer Software	Computer Programs, source code, source code listings, design details, algorithms, processes, flow charts, formulae, and related materials that would enable the software to be reproduced, recreated, or recompiled. Computer Software does not include Computer Data Bases or Computer Software Documentation.
Computer Software Documentation	Owner's manuals, user's manuals, installation instructions, operating instruction, and other similar items, regardless of storage medium, that explain the capabilities of the Computer Software or provide instructions for using the Computer Software.

Contract	Any mutually binding legal relationship under national laws which obligates a Contractor to furnish supplies or services, and obligates one or both of the Parties to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the government organizations of the Parties. Contracting includes description (but not determination) of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting Agency	The entity within the government organization of a Party, which has authority to enter into, administer, or terminate Contracts.
Contractor	Any entity awarded a Contract by a Party's Contracting Agency.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under this Agreement, the information shall be marked to identify its "in confidence" nature. It could include information, which has been declassified, but remains controlled.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of either Party.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this Agreement.
Financial Costs	Project costs met with monetary contributions and non-monetary contributions.
Foreground Information	Information generated in the performance of the Project.
Modeling and Simulation (M&S) System	Computer-based system that mathematically, logically or technically models and emulates the operational behavior and/or performance of military units, military equipments/weapons/sensors and related communications networks.

Patent	Legal protection of the right to exclude others from making, using, or selling an invention. The term refers to any and all Patents including, but not limited to, Patents of implementation, improvement or addition, petty Patents, utility models, appearance design Patents, registered designs, and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions of any of these.
Project	A bilateral cooperative project referred to by the acronym "SINCE", to define, implement, experiment with, and demonstrate a generic solution for interfacing and networking to support emerging brigade and battalion modeling and simulation capabilities coupled with Command, Control, Information Systems.
Project Background Information	Information not generated in the performance of the Project.
Project Equipment	Any material, equipment, end item, subsystem, component, special tooling or test equipment jointly acquired or provided for use in the Project.
Project Implementation Plan	The detailed description of work for the SINCE Project developed by the Project Managers.
Project Information	Any information provided to, generated in, or used in this Project regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form, and whether or not subject to copyright, Patent, or other legal protection.

Project Invention	Any invention or discovery formulated or made (conceived or first actually reduced to practice) in the course of work performed under the Project. The term first actually reduced to practice means the first demonstration, sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.
Third Party	A government other than the government of a Party and any person or other entity whose government is not the government of a Party.

ARTICLE II

OBJECTIVES

2.1. The primary objective of the joint SINCE Project is to provide the means to significantly improve the conduct of International Warfighter Experiments (IWE) between the DOD and FMOD.

2.2. Specific objectives are:

2.2.1. Demonstrate a readily reusable, flexible and cost effective environment for defining requirements and developing advanced concepts;

2.2.2. Demonstrate corresponding improvement in coalition force effectiveness in the areas of collaborative mission planning, management and battlefield visualization in an environment where Brigade (BDE) and Battalion (BN) M&S and C2IS are coupled;

2.2.3. Demonstrate interoperability of M&S systems leading to improved joint and combined training and exercise capabilities; and

2.2.4. Demonstrate a proven test bed concept for supporting iterative research and development activities for more effective armaments modernization.

2.3. All activities of the Parties under this Agreement shall be carried out in accordance with their national laws.

ARTICLE III

SCOPE OF WORK

3.1. The overall work to be undertaken under this Agreement includes:

3.1.1. Jointly disclose and exchange:

3.1.1.1. M&S and C2IS technical information to include, but not be limited to, the technical design, concept of operation, testing, data models, structures and data representation information to support the SINCE experiments;

3.1.1.2. Tactical and operational information to include, but not be limited to, concepts, tactics and procedures, planning and decision making concepts and processes, related common military battle management terminology, and representative operational plans to support the development of the operational scenario for the SINCE experiments; and

3.1.1.3. Analytical and assessment information necessary to establish the evaluation criteria to include, but not be limited to, harmonization of the contextual understanding of battle/mission management for the SINCE experiments.

3.1.2. Conduct core research to evaluate data models and equivalents of C2IS and M&S systems, and evaluate technical concepts for the exchange of common information and data to be exchanged between C2IS and M&S systems;

3.1.3. Develop Computer Software based common information exchange interface specifications and implementations to enable the demonstration of enhanced MFC in the context of operational mission planning, mission execution monitoring, dynamic re-planning and mission rehearsal;

3.1.4. Test, validate, and demonstrate common software based information exchange interfaces; and

3.1.5. Demonstrate and exchange Computer Software (including associated hardware), Computer Data Bases, and Computer Software Documentation for evaluation purposes as required.

3.2. Three experiments shall be conducted applying and integrating advanced evolving C2IS and M&S technologies as follows:

Experiment 1. Develop a common understanding of ground tactical Common Relative Operating Picture (CROP) and situation and demonstrate/evaluate initial common interfaces needed to support interaction between C2IS/M&S systems;

Experiment 2. Develop improved understanding of an evolving ground tactical coalition force CROP/Situation and address the areas of real-time mission execution monitoring and dynamic re-planning; and

Experiment 3. Develop common understandings between DOD and MOD with regard to the evolving CROP/situation, mission plans, Course of Action and execution. The experimentation shall further be enhanced to include, for example, the Fire Support and Combat Aviation aspects of combined tactical ground coalition force operations; needed to support emerging/planned International War Fighter Experimentations.

SINCE shall leverage appropriate concepts and technical solutions developed by other programs established under agreements between the Parties.

ARTICLE IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

4.1. This Project shall be directed and administered on behalf of the Parties by an organization consisting of a steering committee, called the SINCE Project Management Group (SPMG), and Project Managers (PMs) appointed by the Parties. The SPMG shall have overall authority over the PMs, in accordance with this Agreement. The PMs shall have primary responsibility for effective implementation, efficient management, and direction of the Project in accordance with this Agreement. The Parties shall maintain and fund their own organizations for managing this Project.

4.2. The SPMG shall consist of a representative appointed by each Party. The SPMG shall meet annually, with additional meetings held at the request of either representative. Each meeting of the SPMG shall be chaired by the representative of the Party hosting the meeting. Decisions of the SPMG shall be made unanimously. In the event that the SPMG is unable to reach a timely decision on an issue, each SPMG representative shall refer the issue to its higher authority for resolution. In the meantime, the Project Implementation Plan shall continue to be implemented without interruption under the direction of the PMs while the issue is being resolved by higher authority.

4.3. The SPMG shall be responsible for:

4.3.1. Exercising executive-level oversight of the Project;

4.3.2. Reviewing the technical progress of the Project;

4.3.3. Reviewing the financial status of the Project to ensure compliance with the provisions of Article V (Financial Provisions);

4.3.4 Resolving issues brought forth by the PMs;

4.3.5. Reviewing and forwarding to the Parties for approval recommended amendments to this Agreement in accordance with Article XVIII (Amendment, Termination, Entry Into Force, and Duration);

4.3.6. Approving plans to manage and control the transfer of Project Equipment provided by either Party to support the execution of the Project in accordance with Article VII (Project Equipment);

4.3.7. Maintaining oversight of the security aspects of the Project, including reviewing and obtaining approval from the appropriate Designated Security Authority of a Project Security Instruction and a Classification Guide prior to the transfer of Classified Information;

4.3.8. Providing recommendations to the Parties for the addition of new Parties in accordance with Article XIV (Participation of Additional Parties);

4.3.9. Monitoring Third Party sales and transfers authorized in accordance with Article XII (Third Party Sales and Transfers); and

4.3.10. Reviewing the semi-annual status report submitted by the PMs.

4.4. Project offices shall be established at the U.S. Army Communications-Electronics Command, Fort Monmouth, New Jersey and in Greding, Germany to manage the Project. The Parties shall appoint their respective PMs, both of whom shall be responsible for implementing this Agreement and for carrying out the Project. No common Project office shall be established.

4.5. For matters under their cognizance the PMs shall be responsible for:

4.5.1. Managing the cost, schedule, performance requirements, technical, security and financial aspects of the Project;

4.5.2. Developing and executing a Project Implementation Plan;

4.5.3. Executing the financial aspects of the Project in accordance with Article V (Financial Provisions);

4.5.4. Referring issues to the SPMG that cannot be resolved by the PMs;

4.5.5. Developing and recommending amendments to this Agreement to the SPMG;

4.5.6. Developing and implementing SPMG approved plans to manage and control the transfer of Project Equipment provided by either Party in accordance with Article VII (Project Equipment);

4.5.7. Developing and forwarding to the SPMG a Project Security Instruction and a Classification Guide for the Project within three months after Agreement signature, and implementing them upon final approval;

4.5.8. Forwarding recommendations to the SPMG for the addition of new Parties in accordance with Article XIV (Participation of Additional Parties);

4.5.10. Providing a semi-annual status report to the SPMG and other such reports as directed by the SPMG; and

4.5.11. Designating a Project security officer.