

MEMORANDUM OF UNDERSTANDING

Among
The Minister of National Defence of Canada
and
The Minister of Defense and War Veterans of the French Republic
and
The Federal Ministry of Defense of the Federal Republic of Germany
and
The Ministry of Defense of the Italian Republic
and
The Secretary of State for Defence of
the United Kingdom of Great Britain And Northern Ireland
and
The Secretary of Defense on behalf of the
Department of Defense of the United States of America

CONCERNING THE
IN-SERVICE SUPPORT PHASE
OF THE NATO IMPROVED LINK ELEVEN PROJECT

Certified to be a true copy



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INTRODUCTION

The Minister of National Defence of Canada;
The Minister of Defense and War Veterans of the French Republic;
The Federal Ministry of Defense of the Federal Republic of Germany;
The Ministry of Defense of the Italian Republic;
The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;
and
The Secretary of Defense on behalf of the Department of Defense for the United States of America,
hereinafter referred to as the "Participants":

Having a common interest in defense;

Desiring to further the agreed objectives of the North Atlantic Treaty, dated 4 April 1949;

Recognizing the benefits to be obtained from standardization, rationalization, and interoperability of military equipments;

Recognizing the benefits to be obtained from co-operative programs, and the advantages of combining their national capabilities to support systems and equipments in their armed forces;

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

Having a mutual need for the NATO Improved Link Eleven (NILE) Project to satisfy their operational requirements;

Recognizing the successful completion of the NILE Phases covered by the Memoranda of Understanding concerning: The Project Definition Phase of the NATO Improved Link 11 Project, dated 11 November 1987; and The Sub-Phase One of the Design and Development Phase of the NATO Link 11 Project, dated 31 July 1992;

Having entered into the Memorandum of Understanding (MOU) concerning Sub-Phase Two of the Design and Development Phase of the NATO Link 11 Project, dated 2 July 1996, and anticipating its successful completion by July 2002;

Desiring to enter into a MOU related to the In-Service Support Phase of the NILE Project in order to provide for the mutual support of the NILE system;

Have reached the following understandings:

SECTION I

ABBREVIATIONS AND DEFINITIONS

The Participants have jointly decided upon the following abbreviations and definitions for terms used in this MOU:

ABBREVIATIONS

CCB	Configuration Control Board
CG	Classification Guide
CMP	Configuration Management Plan
CPP	Cooperative Project Personnel
DSA	Designated Security Authority
EU	European Union
FMPD	Financial Management Procedures Document
INFOSEC	Information Security
MOU	Memorandum of Understanding
NATO	North Atlantic Treaty Organization
NILE	NATO Improved Link Eleven
NITT	NILE Interoperability Test Tool
NRS	NILE Reference System
NSA	National Security Authority
NSR	NATO Staff Requirement
PM	Project Manager
PMO	Project Management Office
PMP	Project Management Plan
PSI	Project Security Instruction
RFP	Request for Proposals
SC	Steering Committee
SNC	System Network Controller
STANAG	NATO Standardization Agreement
US DON	US Department of the Navy

DEFINITIONS

Classified Information	Official information 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, materiel or technology.
Configuration Management Plan	A document which defines the procedures and resources required to accomplish the configuration control and configuration management efforts under this MOU.
Contract	Any mutually binding legal relationship which obligates a Contractor to furnish supplies or services, and obligates one or more Participants to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the government organizations of the Participants. Contracting includes description (but not requirements decision) 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 Participant, which has authority to enter into, administer, and/or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Participant who has the authority to enter into, administer, and/or terminate Contracts.
Contractor	Any entity awarded a Contract by a Participant's Contracting Agency.
Controlled Unclassified Information	Unclassified information, including Project Information and business or financial 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 MOU, the information will be marked to identify its "in confidence" nature. It could include information which has been declassified, but remains controlled.
Cost Ceiling	The maximum amount to which the Cost Target may move without the prior written approval of the Participants.
Cost Target	The accepted planning figure of the total common funded cost of the In-Service Support Phase of the NILE Project.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of any Participant. This does not include sales and transfers to Third Parties.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this MOU.
Financial Costs	Any Project costs that, due to their nature, will be paid using monetary contributions from the Participants.

Host Participant	The Participant in whose nation the Project Management Office (PMO) is located.
Information Security (INFOSEC)	The sum of all measures taken to provide information security in the areas of Communications Security (COMSEC), Network Security (NETSEC), Transmission Security (TRANSEC) and Computer Security (COMPUSEC).
Link 22	A secure tactical data link which uses the NILE Communications Equipment (consisting of a data link processing interface, a system network controller, a link level COMSEC subsystem, appropriate signal processor controllers and any radio equipment) and the protocols, conventions, and message formats defined by STANAG 5522.
National Security Authority (NSA)	The participating government entity responsible for national security policy guidance.
NILE Cooperative Project Personnel	Military members or civilian employees of Participants other than the Host Participant assigned to the NILE Project Management Office who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning or other functions in furtherance of the Project.
NILE Interoperability Test Tool	An interoperability tester capable of evaluating the degree of interoperability between two NILE systems.
NILE Project	Those activities carried out collaboratively by the Participants under the PD Phase, D&D Subphase One, D&D Subphase Two, and In-Service Support Phase to fulfill the objectives stated in Section II of this MOU.
NILE Purposes	The design, development, procurement, manufacture, use, operation, modification, repair, maintenance, and support of NILE systems (hardware and software) by or for the Participants either nationally or collaboratively.
NILE Reference System (NRS)	The Link 22 compatibility tester which will be capable of confirming that the components of a NILE system are fully compatible.
Non-financial Costs	Any Project costs that, due to their nature, will be met using non-monetary contributions from the Participants.
Patent	Legal protection of the right to exclude others from making, using, or selling an invention. The term refers to any and all Patents as defined by national laws or regulations.
Project	The NILE In-Service Support Phase efforts described in this MOU.
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 provided or jointly acquired for use in the Project.
Project Foreground Information	Project Information generated in the performance of the Project.
Project Information	Any information provided to, generated in, or used in this Project, regardless of form or type, of a scientific or technical nature, including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, computer software, 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 in the course of work performed under a Project.
Project Management Plan	A document that defines the integrated tasks and resources required to accomplish the objectives of this MOU. It is the principal management document for the Project Management Office (PMO).
Request for Proposals	A Request for Proposal is the first formal, official communication between the government and industry in the contracting process. It is the medium by which potential sources are advised of technical goals, scope of work, and special contracting considerations of the procurement and of the general criteria to be used to evaluate the proposals. It comprises, inter alia, a Statement of Work, specifications and a list of deliverables.
Special Tooling	Jigs, dies, fixtures, molds, patterns, tapes, gauges, other equipment and manufacturing aids, and all components of these items, which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services and excluding material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling) general or special machine tools or similar capital items.
Third Party	Any person or other entity whose government, or entity thereof, is not a Participant to this MOU.

SECTION II
OBJECTIVES

2.1. The overall objectives of the NILE Project are:

- 2.1.1. To design a NILE system consisting of computer to computer digital data link among Tactical Data Systems (TDS) equipped ships, submarines, aircraft and shore sites which will meet the requirements of the NATO Staff Requirement (NSR) Reference NILE D/02 Rev 1 dated 9 March 1990 with the aim of increasing the timeliness of the tactical information transfer and transmission of high priority warning and force orders even in a dense and hostile communications threat environment;
- 2.1.2. To develop appropriate common specifications of the NILE system and acquire sufficient Project Information and rights of use to permit the Participants, nationally or collaboratively, to implement appropriate Link 22 equipment; and
- 2.1.3. To provide in-service support for the NILE system.

2.2. The objectives of this MOU are to:

- 2.2.1. Provide in-service support for, maintain commonality of, and pursue improvements to the products of the NILE Project including the System Network Controller (SNC), NILE Reference System (NRS), NILE Interoperability Test Tool (NITT) and associated baseline product specifications; and
- 2.2.2. Support interoperability between Link 22 systems in a multi-link environment.

SECTION III

SCOPE OF WORK

3.1. The overall work to be carried out under this MOU includes the following efforts to achieve the objectives set out in paragraph 2.2. of Section II (Objectives):

- 3.1.1. Configuration control and configuration management of the products of the NILE Project, including the SNC, NRS, NITT and associated baseline product specifications;
- 3.1.2. Maintenance of SNC software and NRS and NITT software and hardware;
- 3.1.3. Modification of SNC software and NRS and NITT software and hardware to mitigate obsolescence and maintain interoperability;
- 3.1.4. Investigation and development of improvements of the products of the NILE Project, including the SNC, the NRS, and the NITT;
- 3.1.5. Network design support;
- 3.1.6. Maintenance of the NILE system library, which consists of a compilation of information provided to, generated in or used in the NILE Project;
- 3.1.7. Performance of necessary activities to support Link 22 interoperability in a multi-link environment;
- 3.1.8. Investigation of deficiencies in the NILE system;
- 3.1.9. Provision of software and hardware engineering services for problems which are common to all Participants relating to the products of the NILE Project;
- 3.1.10. Support and replacement, if necessary, of jointly acquired support equipment from any phase of the NILE Project;
- 3.1.11. Joint acquisition of project equipment, if necessary; and
- 3.1.12. Provision of items and services intended for the individual Participants' support requirements for their national NILE systems provided such items or services do not adversely impact NILE Project products or compatibility or interoperability among the NILE systems of the Participants.

3.2. In order to validate the performance of their national systems and/or assist with national development activities, all Participants will be allowed, on a non-interference basis with Project Management Office (PMO) activities, equal use of the NRS and NITT.

SECTION IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

4.1. This Project will be carried out by an organization consisting of the NILE Project Steering Committee (SC), and a NILE Project Management Office (PMO) headed by a Project Manager (PM). The SC will have overall authority and responsibility for direction of the Project in accordance with this MOU. The PM will have day-to-day responsibility for the effective implementation and efficient management of the Project in accordance with this MOU. The SC is the authority over the PM.

4.2. The SC will consist of a representative appointed by each of the Participants. The SC will meet at least annually with additional meetings held at the request of any member. The Chairman of the SC will be selected by the SC from among its members. The Participant providing the Chairman will be allowed to have a replacement member on the SC.

4.3. Each member of the SC will have one vote. In the event that a replacement on the SC has been designated for the Chairman, the Chairman will not have a vote. Decisions of the SC will be made unanimously. If the SC is unable to reach a timely decision on an issue, SC members will refer the issue to their higher authorities for resolution.

4.4. Decisions of the SC will be recorded in writing, serially numbered, and with the required distribution specified. At the end of each SC meeting a copy of the decisions made by the SC will be provided to each member. The PMO will keep a record copy of the decisions and the summary records of the meetings.

4.5. The SC will be responsible, inter alia, for:

- 4.5.1. Exercising executive-level oversight of the Project;
- 4.5.2. Evaluating Project plans and status reports presented by the PM and signifying approval or identifying corrective action to be taken;
- 4.5.3. Approving budgetary or other financial proposals provided by the PM to ensure compliance with the provisions of Section V (Financial Provisions);
- 4.5.4. Resolving issues raised by the PM;
- 4.5.5. Reviewing and forwarding to the Participants for approval recommended amendments to this MOU in accordance with Section XIX (Amendment, Withdrawal, Termination, Entry Into Effect, and Duration);
- 4.5.6. Approving plans to manage and control the transfer of Project Equipment provided by any Participant to support the execution of the Project in accordance with Section VII (Project Equipment);

- 4.5.7. Approving plans for the disposal of jointly acquired Project Equipment under this MOU in accordance with Section VII (Project Equipment);
- 4.5.8. Maintaining oversight of the security aspects of the Project in accordance with Section XI (Security), including reviewing and obtaining approval of the Project Security Instruction (PSI) and the Classification Guide (CG);
- 4.5.9. Providing recommendations to the Participants for the addition of new Participants in accordance with Section XIV (Addition of New Participants);
- 4.5.10. Monitoring Third Party sales and transfers authorized in accordance with Section XII (Third Party Sales and Transfers);
- 4.5.11. Approving the Project Management Plan (PMP), the Configuration Management Plan (CMP), any other documents required by the SC and changes thereto;
- 4.5.12. Convening, as is considered necessary, working groups comprised of experts of the Participants to address specific areas of concern to the Project;
- 4.5.13. Approving Contracting strategies, reviewing and endorsing Requests for Proposals (RFPs) prior to release, and, prior to the award of any Contract for the Project, reviewing and endorsing the proposed Contract. The SC may waive the requirement to review and endorse an RFP or a Contract;
- 4.5.14. Endorsing amendments to Contracts for the Project which impact on work performance, cost or schedule and which meet any other criteria specified by the SC and reflected in the PMP; and
- 4.5.15. Endorsing the PM as designated by the Host Participant and approving his/her terms of reference.

4.6. The PMO will be established in the United States of America. The Host Participant has designated the United States Department of the Navy (US DON) to act on its behalf. The US DON will appoint a PM dedicated as head of the PMO.

4.7. In addition to the PM, Participant personnel (other than Host Participant personnel) will be assigned to the PMO in accordance with Annex C (Personnel Assignments); the SC may adjust Annex C (Personnel Assignments) from time to time, if necessary to complete the work of the Project. Each of the Participants (other than the Host Participant) will provide personnel to satisfy at least thirty person-months. PMO personnel must be either civilian or military representatives of the Participants.

4.8. The Host Participant recognizes that the military and civilian employees of a Participant, assigned to duty with its Defense Department or Ministry for the purposes of working under this

MOU, while present in the territory of the Host Participant, will, to the extent that they are so qualified, be members of a "Force" and "civilian component" respectively within the meaning of Article I of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), signed 19 June 1951, including the supplement thereto. Employees and agents of Contractors cannot constitute a civilian component and NATO SOFA will not apply to them.

4.9. As determined by the SC, the PMO may also arrange, at the request of a Participant, to contract for the services that would have otherwise been provided by personnel of a Participant pursuant to paragraph 4.7.

4.10. The PM will be responsible for:

- 4.10.1. Managing the cost, schedule, performance requirements, technical, security, and financial aspects of the Project described in this MOU;
- 4.10.2. Preparing and submitting a PMP and a CMP to the SC for approval within 90 days after entry into effect of this MOU;
- 4.10.3. Executing the approved PMP and exercising configuration management in accordance with the approved CMP;
- 4.10.4. Developing and submitting any required changes to the approved PMP and CMP to the SC for approval;
- 4.10.5. Developing and submitting the Financial Management Procedures Document (FMPD) to the SC for approval, and reviewing at least annually the FMPD and proposing updates to the SC for approval;
- 4.10.6. Executing the financial aspects of the Project in accordance with Section V (Financial Provisions) and the FMPD;
- 4.10.7. Referring issues to the SC that cannot be resolved by the PM;
- 4.10.8. Recommending amendments to this MOU and its Annexes to the SC;
- 4.10.9. Developing and submitting, for SC approval, plans to manage and control the transfer of Project Equipment provided by any Participant in accordance with Section VII (Project Equipment) and implementing SC approved plans;
- 4.10.10. Developing and submitting, for SC approval, plans for the disposal of jointly acquired Project Equipment under this MOU in accordance with Section VII (Project Equipment) and implementing SC approved plans;
- 4.10.11. Developing and forwarding to the SC a PSI and a CG for the Project within 90 days of MOU signature, and implementing them upon final approval;

4.10.12. Providing status and other reports as directed by the SC; and

4.10.13. Appointing a Project Security Officer.

4.11. The configuration control function will be exercised, on behalf of the SC, by a Configuration Control Board (CCB). The CCB will be composed of a representative of each Participant, with a right of vote, and chaired by the PM having no voting rights. All decisions will require unanimity. In case of disagreement the matter will be brought to the SC for resolution. The CCB working procedures will be in accordance with the CMP.

4.12. Provisions for the general conduct of personnel assigned to the PMO are stated in Annex A (Personnel in the Project Management Office).