

and Transfers), and Section XIII (Claims and Liability) will continue notwithstanding termination, withdrawal, or expiration of this MOU.

(7)S. This MOU, which consists of the Introduction, [insert number] Sections and [insert number] Appendices will enter into effect upon signature by all Participants and will remain in effect for [insert duration] years. This MOU may be extended by the written consent of the Participants.

The foregoing represents the understandings reached among *[insert the names of the Participants]* upon the matter's referred to therein and is signed in *[insert number]* copies.

*[Insert signature blocks]*

*[Insert as required for the number of Participants of this MOU]*

FOR (Participant)

Signature:

Name

Title

Date

Location

*Appendix I*

**EQUIPMENT AND MATERIAL TRANSFER FORM**

between

(Insert titles of the Organizations participating in the transfer)

Note: A single Equipment and Material Transfer Form may be used to document transfers among Participants, even if the proposed transfer will entail multiple Equipment and Material items being transferred among multiple Participants. For multiple item transfers among multiple Participants, ensure that paragraph 11 of this E&MT Form contains a complete description of all proposed transfers.

## INTRODUCTION

This Equipment and Material Transfer (E&MT) is entered into pursuant to the Memorandum of Understanding (MOU) among the Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, the Secretary of Defense on behalf of the Department of Defense of the United States of America and (insert names) concerning (insert name of project and the effective date of the 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 MOU.

## SECTION I DESCRIPTION AND QUANTITY

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

<u>Providing Participant(s)</u>	<u>Receiving Participant(s)</u>	<u>Quantity</u>	<u>Description</u>	<u>Part/Stock</u>	<u>Appros Value</u>
(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 activity 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 activity described in paragraph 2.1.1."

## SECTION II PURPOSE

2.1 The purpose of this Equipment and Material transfer is to support the following project:

2.1.1 (fill in as appropriate)

### SECTION III MANAGEMENT AND RESPONSIBILITIES

3.1 Each Participant will establish a point of contact who will be responsible for implementing this Equipment and Material transfer.

3.1.1 For the providing Participant(s) the point(s) of contact is/are \_\_\_\_\_ \*

3.1.2 For the receiving Participant(s) the point(s) of contact is/are \_\_\_\_\_ \*

\* Insert the appropriate names, titles/office symbols, addresses, and telephone numbers of the individuals assigned to implement this Equipment and Material transfer.

#### 3.2 Responsibilities of the Providing Participant(s)

3.2.1 Transfer of the Equipment and Material - The providing Participant(s) will transfer the Equipment and Material listed above for the duration of the transfer period specified in paragraph 3.4 unless extended by mutual written consent.

3.2.2 Equipment and Material Delivery - The providing Participant(s) will deliver the Equipment and Material (specify arrangements). Custody of the Equipment and Material will pass from the providing Participant(s) to the receiving Participant(s) at the time of receipt of the Equipment and Material. Any further transportation is the responsibility of the receiving Participant(s) unless otherwise specified in this paragraph.

3.2.3 Information - The providing Participant(s) will furnish the receiving Participant(s) such information as is necessary to enable the Equipment and Material to be used in the activity described in paragraph 2.1.1 in accordance with Section VII (Disclosure and Use of Information) of the MOU.

#### 3.3 Responsibilities of the Receiving Participant(s)

3.3.1 Inspection and Inventory - The receiving Participant(s) will inspect and inventory the Equipment and Material upon receipt. The receiving Participant(s) will also inspect and inventory the Equipment and Material prior to its return to the providing Participant(s) 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 5.4 (taking into account any approved extension by the providing Participant), the receiving Participant(s) will return the Equipment and Material to the providing Participant in as good a condition as received, reasonable wear and tear excepted, or return the Equipment and Material to such condition. If the Equipment and Material is damaged beyond economical repair, the receiving Participant(s) will return the Equipment and Material to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. If the Equipment and Material is lost, the receiving Participant(s) will issue a certificate of loss to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. In no case will any payment respecting damage or loss exceed the amount specified in Section I."

**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(s) will consume the Equipment and Material specified in paragraph 1.1 during the course of the activity described in paragraph 2.1.1. If this does occur, the receiving Participant(s) 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 5.4, the receiving Participant(s) will return the Equipment and Material to the providing Participant. If the Equipment and Material is damaged beyond economical repair prior to its intended consumption while in the custody of the receiving Participant(s), the receiving Participant(s) will return the Equipment and Material to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value as computed pursuant to the providing Participant's laws, regulations and procedures. If the Equipment and Material is lost prior to its intended consumption while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of loss to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and procedures. In no case will any payment respecting damage or loss exceed the amount specified in Section I."

3.4. If required by the providing Participants, the receiving Participant will provide the results of the testing or evaluation to the providing Participant without charge.

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

## SECTION IV CLASSIFICATION

4.1 (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 E&MT Form."

\*\*\*

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

## SECTION V MODIFICATION, TERMINATION, AND TRANSFER PERIOD

5.1 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 VII (Equipment and Material Transfers) of the MOU.

5.2 The Equipment and Material transfer described in this E&MT Form may be terminated at any time in accordance with the following provisions.

5.2.1 Through the mutual written consent of the authorized representatives of the Participants.

5.2.2 Unilaterally by the receiving Participant(s) on 60 days written notice to the providing Participant(s).

5.2.3 Unilaterally by the providing Participant(s) at any time.

5.3 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 XVI (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the MOU.

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

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

*Appendix 2*

**CERTIFICATION OF CONDITIONS AND RESPONSIBILITIES  
FOR COOPERATIVE PROGRAM PERSONNEL**

I understand and acknowledge that I have been accepted for assignment to [conduct an activity] pursuant to the [ ] MOU]. In connection with this assignment, I further understand, acknowledge, and certify that I will comply with the following conditions and responsibilities:

1. The purpose of this assignment is to provide my expertise. [In the conduct of the activity]. There will be no access to information except as required to perform my assigned duties or as otherwise authorized in accordance with Section VIII (Disclosure and Use of Information).
2. I will perform only those functions that are properly assigned to me.
3. All Classified Information and Material and Controlled Unclassified Information to which I may have access during this assignment will be treated as information provided to my government and will not be further released or disclosed by me, except as authorized by the [ ] MOU].
4. When dealing with individuals outside of my immediate office of assignment on official matters, I will inform them that I am a foreign national/ CPP.
5. I have been briefed on, understand, and will comply with the applicable regulations of the host Participant, the provisions of the [ ] MOU], and any applicable security instructions or guidelines related to my assignment.
6. I will immediately report to my designated supervisor all unauthorized attempts to obtain Classified Information and Material or Controlled Unclassified Information to which I may have access as a result of this assignment.

[Typed Name]

[Signature]

[Rank/Title]

[Date]

30. Insert a new Appendix 5 as follows:

"APPENDIX 5 to the TTCP MOU

CERTIFICATION OF CONDITIONS AND RESPONSIBILITIES  
FOR COOPERATIVE PROGRAM PERSONNEL

I understand and acknowledge that I have been accepted for assignment to [conduct a TTCP Activity] pursuant to the TTCP MOU. In connection with this assignment, I further understand, acknowledge, and certify that I will comply with the following conditions and responsibilities:

1. The purpose of this assignment is to provide my expertise [in the conduct of the TTCP Activity]. There will be no access to information except as required to perform my assigned duties or as otherwise authorized in accordance with Section VIII (Disclosure and Use of Information).
2. I will perform only those functions that are properly assigned to me.
3. All Classified Information and Material and Controlled Unclassified Information to which I may have access during this assignment will be treated as information provided to my government and will not be further released or disclosed by me, except as authorized by the TTCP MOU.
4. When dealing with individuals outside of my immediate office of assignment on official matters, I will inform them that I am a foreign national/ CPP.
5. I have been briefed on, understand and will comply with the applicable regulations of the host Participant, the provisions of the TTCP MOU, and any applicable security instructions or guidelines related to my assignment.
6. I will immediately report to my designated supervisor all unauthorized attempts to obtain Classified Information and Material or Controlled Unclassified Information to which I may have access as a result of this assignment.

(Typed Name)

(Signature)

(Rank/Title)

(Date)

All other provisions of the TTCP MOU will remain unchanged.

The foregoing represents the understandings reached among the Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, 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 amendments to the TTCP MOU of 24 October 1995.

Signed in five original copies, in English, by authorized representatives,

FOR THE DEPARTMENT OF  
DEFENCE OF AUSTRALIA



Signature

C.J. Cheddell  
Chief Defence Scientist  
16 October 2000  
London, England

FOR THE DEPARTMENT OF  
NATIONAL DEFENCE OF CANADA



Signature

L.J. Leggett  
Assistant Deputy Minister  
(Science and Technology)  
16 October 2000  
London, England

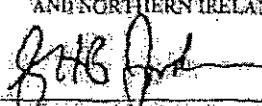
FOR THE NEW ZEALAND  
DEFENCE FORCE



Signature

J.H. Buckingham  
Director, Defence Operational  
Technology Support Establishment  
16 October 2000  
London, England

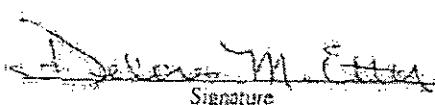
FOR THE SECRETARY OF STATE  
FOR DEFENCE OF THE  
UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND



Signature

G.H.B. Jordan  
Deputy Under Secretary  
(Science and Technology)  
16 October 2000  
London, England

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



Signature

Delores M. Etter  
Deputy Under Secretary of Defense  
(Science and Technology)  
16 October 2000  
London, England