

## SECTION XIX

### AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

- 19.1 All activities of the Participants under this MOU and any subsequently established PAs under this MOU will be carried out in accordance with their national laws and the responsibilities of the Participants will be subject to the availability of funds appropriated to implement this MOU and any subsequently established PAs under this MOU.
- 19.2 In the event of a conflict between a Section of this MOU and any Annex to this MOU or subsequently established PAs under this MOU, the Section will control; however, a PA may contain specific provisions which are identified as deviating from the provision of this MOU, in which case the deviating PA provisions will govern.
- 19.3 Except as otherwise provided, this MOU, any Annex to this MOU, and any subsequently established PA under this MOU may be amended by the mutual written consent of the Participants.
- 19.4 This MOU and any subsequently established PA under this MOU may be terminated at any time upon the written consent of the Participants. In the event that the MOU is terminated, all extant Annexes and PAs will be terminated at the same time as the MOU is terminated. In the event both Participants consent to terminate this MOU, or any Annex or PA to this MOU, the Participants will consult prior to the date of termination to ensure termination on the most economical and equitable provisions.
- 19.5 Either Participant may terminate this MOU and any subsequently established PA under this MOU upon 180 days written notification to the other Participant. Such notice will be the subject of immediate consultation by the SC to decide upon the appropriate course of action. In the event of such termination, the following rules apply:
  - 19.5.1 The terminating Participant will continue participation, financial or otherwise, up to the effective date of termination.
  - 19.5.2 Except as to Contracts awarded on behalf of both Participants, each Participant will be responsible for its own Project-related costs associated with termination of a Project. For Contracts awarded on behalf of both Participants, the terminating Participant will pay all Contract modification or termination costs that would not otherwise have been incurred but for the decision to terminate; in no event, however, will a terminating Participant's total financial contribution, including Contract termination costs, exceed that Participant's total

cost ceiling for financial contributions as established in the financial provisions of the applicable PA.

19.5.3 All Program Information and rights therein received under the provisions of this MOU prior to the termination will be retained by the Participants, subject to the provisions of this MOU.

19.6. The respective rights and responsibilities of the Participants regarding Section VIII (Program Equipment), Section IX (Disclosure and Use of Program Information), Section X (Controlled Unclassified Information), Section XIII (Security), Section XIV (Third Party Sales and Transfers), and Section XV (Liability and Claims), will continue notwithstanding termination or expiration of this MOU.

19.7 This MOU, which consists of nineteen Sections and four Annexes, will come into effect upon signature by both Participants and will remain in force for 30 years. It may be extended by written understanding of the Participants.

The foregoing represents the understandings reached 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 upon the matters referred to therein. Signed in duplicate in English by authorized representatives.

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

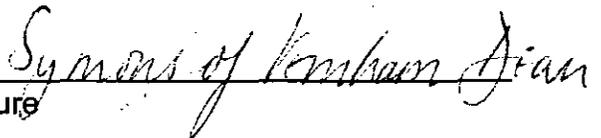
  
\_\_\_\_\_  
Signature

Rudy de Leon  
\_\_\_\_\_  
Name

Deputy Secretary of Defense  
\_\_\_\_\_  
Title

May 22, 2000  
\_\_\_\_\_  
Date

Washington, D.C.  
\_\_\_\_\_  
Location

  
\_\_\_\_\_  
Signature

Elizabeth Conway Symons  
\_\_\_\_\_  
Name

Minister of State for Defence Procurement,  
Baroness Symons of Vernham Dean  
\_\_\_\_\_  
Title

May 22, 2000  
\_\_\_\_\_  
Date

Washington, D.C.  
\_\_\_\_\_  
Location

ANNEX A

\*\*\* SAMPLE PROJECT ARRANGEMENT\*\*\*

PROJECT ARRANGEMENT NO. \_\_\_\_\_

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

CONCERNING

(FULL TITLE OF PROJECT)

## TABLE OF CONTENTS

INTRODUCTION

DEFINITION OF TERMS AND ABBREVIATIONS

OBJECTIVES

SCOPE OF WORK

SHARING OF TASKS

BREAK DOWN AND SCHEDULE OF TASKS

MANAGEMENT

FINANCIAL ARRANGEMENTS

CLASSIFICATION

PRINCIPAL ORGANIZATIONS INVOLVED

PROJECT EQUIPMENT

ENTRY INTO EFFECT, DURATION AND TERMINATION

## INTRODUCTION

This Project Arrangement (PA) is entered into pursuant to the Memorandum of Understanding (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 concerning Cooperation on the Future Development, Operation and Support of the Apache Attack Helicopter (AH) of MM/DD/YY, the terms of which are hereby incorporated by reference.

## DEFINITIONS OF TERMS AND ABBREVIATIONS

(Define only those terms used in this PA that have not been defined in the AH MOU)

## OBJECTIVES

The objectives of this \_\_\_\_\_ Project are:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

## SCOPE OF WORK

The following work will be carried out under this PA.

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

## SHARING OF TASKS

The sharing of tasks will be as follows:

- a. The DoD will \_\_\_\_\_
- b. The MoD will \_\_\_\_\_
- c. The DoD and MoD will jointly \_\_\_\_\_

## BREAK DOWN AND SCHEDULE OF TASKS

(When the tasks covered under this Project may be performed using multiple phases, requiring milestones or decision points)

The Project will proceed according to the following phases and schedule:

Phase 1 DURATION  
Description of Phase 1  
(Milestone 1) (e.g. Transmittal of Feasibility Report)

Phase 2 DURATION  
Description of Phase 2  
(Milestone 2) (e.g. Decision to Proceed to Phase 3)

Phase 3 DURATION  
Description of Phase 3  
(Milestone 3) (e.g. Evaluation, analysis of results)

(Add as many as necessary)

The final report must be transmitted to the CPM and the DCPM six months before the termination date for this PA.

### MANAGEMENT

#### 1. Project Officers

US PO Title/Position  
Organization  
Address

UK PO Title/Position  
Organization  
Address

#### 2. Particular Management Procedures

(Mention only those additional management responsibilities not covered under SECTION IV of the AH MOU)

## FINANCIAL ARRANGEMENTS

The Participants estimate that the cost of performance of the work under this PA will not exceed USD \$XX and UK £YY.

The DoD tasks will not cost more than US \$ \_\_\_\_\_

The MoD tasks will not cost more than UK £ \_\_\_\_\_

Cooperative efforts of the Participants over and above the jointly determined tasks detailed in the SCOPE OF WORK, SHARING OF TASKS and FINANCIAL ARRANGEMENTS Sections will be subject to amendment to this PA or signature of a new PA.

## 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 which may be exchanged under this PA is Confidential.
- c. The highest level of Classified Information which may be exchanged under this PA is Secret.

## PRINCIPAL ORGANIZATIONS INVOLVED

List the government laboratories, research centers, etc. for both the US and the UK.

## PROJECT EQUIPMENT (OPTIONAL)

ENTRY INTO EFFECT, DURATION AND TERMINATION

This \_\_\_\_\_ PA, a Project under the AH 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, will enter into effect upon date of last signature, and will remain in effect for \_\_\_\_ years unless terminated by either Participant. It may be extended by written consent of both Participants.

For the United States

For the United Kingdom

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Location

ANNEX B

INVENTORY OF PROGRAM EQUIPMENT EXCHANGES

<u>Nomenclature</u>	<u>Part No./Model No.</u>	<u>Estimated Value</u>	<u>Receiving Party</u>	<u>Date Transferred</u>
---------------------	---------------------------	------------------------	------------------------	-------------------------

ANNEX C

CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES  
FOR COOPERATIVE PROGRAM PERSONNEL

I understand and acknowledge that I have been accepted for assignment to (Name and location of organization to which assigned) pursuant to the Memorandum of Understanding between 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 Cooperation on the Future Development, Operation and Support of the Apache Attack Helicopter. 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 the assignment is to provide my expertise to the Cooperative Program. There shall be no access to information except as required to perform the duties described in the position description (PD) of the position to which I am assigned, as determined by my designated supervisor.
2. I shall perform only functions which are properly assigned to me as described in the PD for my assignment and shall not act in any other capacity on behalf of my government or my Parent Participant or Parent Organization.
3. All information to which I may have access during this assignment will be treated as information provided to my government in confidence and will not be further released or disclosed by me to any other person, firm, organization or government without the prior written authorization of the AH Cooperative Program.
4. When dealing with individuals outside of my immediate office of assignment on official matters, I will inform such individuals that I am a foreign Cooperative Program person.
5. I have been briefed on, understand, and will comply with all applicable security regulations of the AH Cooperative Program.
6. I will immediately report to my designated supervisor all attempts to obtain, without proper authorization, classified, restricted, proprietary or controlled unclassified information to which I may have access as a result of this assignment.

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Rank/Title)

\_\_\_\_\_  
(Rank/Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

ANNEX D

PROJECT ARRANGEMENT LIST

<u>No.</u>	<u>Title</u>	<u>Date Signed</u>	<u>Project Officers</u>
------------	--------------	--------------------	-------------------------