

**UK/US
MEMORANDUM OF
UNDERSTANDING**

.....
Concerning Cooperative Military Surveys

04-434

MEMORANDUM OF UNDERSTANDING
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
COOPERATIVE MILITARY SURVEYS

SECTION I

INTRODUCTION

I.1 This Memorandum of Understanding (MOU) establishes an understanding 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, hereinafter referred to as the "Participants," for conducting military hydrographic and oceanographic surveys, processing and analyzing collected data, and for exchanging data and derived products including gridded digital data bases related to those surveys on a reciprocal basis.

I.2 Recognizing the Agreement concerning Defence Cooperation Arrangements of May 27, 1993 between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland will apply to this MOU.

I.3 The Participants have therefore reached the following understandings and mutually consent to abide by the following, hereinafter referred to as the "Program."

SECTION II

OBJECTIVES

II.1 This MOU establishes the general objectives to be accomplished throughout the Program. The Participants will cooperate in conducting military surveys in areas as jointly determined, processing and analyzing collected data, and in exchanging derived products including gridded digital data bases related to these surveys. Surveys include but are not limited to measurements of acoustics, temperature, salinity, sound velocity, currents, optical properties, relevant meteorological variables, gravity, magnetic and bottom slope data, bottom depths, bottom samples and sea floor images from photography, video and side scan sonar, and any other parameters as deemed appropriate.

SECTION III

PERFORMANCE RESPONSIBILITIES

III.1 Under the provisions of this Understanding, and subject to the laws and regulations of each nation and to the availability of funds, personnel, and other resources, the Participants will have the following responsibilities:

A. The Secretary of Defense on behalf of the Department of Defense of the United States through Commander, Naval Meteorology and Oceanography Command (COMNAVMETOCOM) will provide:

1. The necessary personnel and equipment to conduct cooperative jointly determined military surveys.

2. Specific data requirements to be used in the surveys of the selected areas.
3. Professional hydrographic, oceanographic and other associated personnel to participate in the planning and execution of cooperative military survey operations.
4. Technical support to assist in the maintenance and repair of electronic equipment associated with the survey operations.
5. Information related to survey techniques.
6. Technical material, as required, for conducting the cooperative military surveys.
7. Familiarization of UK personnel with U.S. survey equipment and techniques as part of the cooperative survey operations to be conducted under the MOU.
8. Specialized equipment for temporary use during survey operations for use on the UK ships by mutual consent. Equipment will be provided only for the cooperative survey operations conducted under this MOU.
9. As jointly determined by both Participants, schedules for survey areas of mutual interest.
10. Recommendations for modification or upgrade of derived products including gridded digital data bases in survey areas.
11. Documentation of analysis procedures used to produce derived products including gridded data bases from survey data, when such products are the survey objective.

B. The Secretary of State for Defence of the United Kingdom, through the Hydrographer of the Navy will provide:

1. The necessary personnel and equipment to conduct cooperative jointly determined military surveys.
2. Specific data requirements to be used in the surveys of the selected areas.
3. Professional hydrographic, oceanographic and other associated personnel to participate in the planning and execution of cooperative military survey operations.
4. Technical support to assist in the maintenance and repair of electronic equipment associated with the survey operations.
5. Information related to survey techniques.
6. Technical material, as required, for conducting the cooperative military surveys.

7. Familiarization of U.S. personnel with UK survey equipment and techniques as part of the cooperative survey operations to be conducted under this MOU.

8. Specialized equipment for temporary use during survey operations for use on the U.S. ships by mutual consent. Equipment will be provided only for the cooperative survey operations conducted under this MOU.

9. As jointly determined by both Participants, schedules for survey areas of mutual interest.

10. Recommendations for modification or upgrade of derived products including gridded digital data bases in survey areas.

11. Documentation of analysis procedures used to produce derived products including gridded data bases from survey data, when such products are the survey objective.

SECTION IV

ORGANIZATION AND MANAGEMENT

IV.1 The management of the overall Program will be exercised cooperatively by the Participants, who will establish suitable management arrangements to provide effective coordination between the Participants. For the UK, the Hydrographer of the Navy will be the authority for technical execution of the MOU. For the U.S., the Commander, Naval Meteorology and Oceanography Command will be the authority for technical execution of the MOU.

IV.2 The Participants will appoint national Program Directors who will together have overall responsibility for the execution of this MOU.

IV.3 Before the commencement of cooperative operations, the Program Directors will cooperatively develop detailed plans for each phase of the survey operations and data reduction. Survey plans will be prioritized and harmonized as far as national considerations permit to achieve optimum cost effectiveness. Areas suitable for cooperative surveys will be identified and survey plans for these areas of mutual interest will be formulated.

IV.4 All original survey data, defined as the initial, unprocessed output from the various on-board sensors and systems, which has been collected in the survey area, will be retained by the collecting Participant for a permanent record. The other Participant will be provided with copies of required data and derived products on completion of the survey and following processing and validation by the collecting Participant's designated technical authority. A list of data and products to be supplied will be jointly decided between the Program Directors prior to the commencement of the survey. Data collected by systems/sensors for which the collecting Participant has no

processing or validation capability will be supplied to the other Participant without liability for the validity of the data or any derived products. As approved by each Participant, near real-time data may be requested and provided to either Participant during the conduct of survey operations, noting that the originator can accept no liability for the validity of such data or any derived products. The Participants will be granted unrestricted future access to refer to, examine and copy any or all of the original data collected under this MOU as needed to support operational forces; future access for other purposes will be subject to the approval of the collecting Participant on a case by case basis.

IV.5 The Participants intend to make available their Program Directors and staff for attending and hosting, on an alternating basis, meetings and consultations to discuss issues relating to the implementation of this MOU.

IV.6 The Participants will take the necessary steps to facilitate entries and departures of personnel, equipment, and materials connected with cooperative operations. Prior to entry, the Program Director for the visiting Participant will pass the names and intended length of stay of such personnel to the Program Director for the country to be visited for approval.

SECTION V

FINANCIAL

V.1 Each Participant will fund their own activities under this MOU with no transfer of funds between the Participants.

V.2 Implementation of this MOU by the Participants will be in accordance with their national laws and implementing regulations and subject to the availability of appropriated funds, personnel and other resources. In the event that such laws, implementing regulations, or other policies and procedures prevent a Participant from complying with the provisions of this MOU, the provisions of Section IX will apply.

V.3 The equipment and material used in support of the Program will remain the property of the providing Participant and under the control of its appointed representatives.

V.4 The Participants will ensure that readily identifiable taxes, customs, duties and similar charges or quantitative restrictions on imports and exports, will not be imposed in connection with the Program. If a Participant is unable to waive readily identifiable taxes, customs, duties and similar charges, such charges are to be defined and a mutually acceptable payment mechanism approved as appropriate prior to the start of a survey operation.

SECTION VI

SECURITY AND RELEASE OF INFORMATION

VI.1 Classified information or material provided or generated pursuant to this MOU will be stored, handled, transmitted, and safeguarded in accordance with the General Security Agreement between the United Kingdom of Great Britain and Northern Ireland and the United States of America of April 14, 1961, as amended and including the Industrial Security Annex thereto, as amended.

VI.2 Transfers of classified information and material will only be through official government-to-government channels and will be controlled by the Program Directors. Such information and material will bear the level of original classification, denote the country of origin, the conditions of release, and the fact that the information relates to this MOU.

VI.3 Each Participant will take all lawful steps available to it to ensure that information provided or generated pursuant to the MOU is protected from further disclosure (including disclosure under any legislative provision), except as permitted by paragraph VI.8, unless the other Participant consents to such disclosure in writing. Accordingly, each Participant will not release the classified information to any Third Party without the prior written consent of the originating Participant.

VI.4 The Participants will investigate all cases in which it is known, or where there are grounds for suspecting, that classified information or material provided or generated pursuant to this MOU has been lost or disclosed to unauthorized persons. Each Participant also will promptly and fully inform the other Participant of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.

VI.5 In the event that it is necessary for a Participant to disclose information collected or exchanged pursuant to this MOU to a defence consultant or contractor, the Participant will ensure that the consultant or contractors facilities have the capabilities to protect the information and are legally bound to control such information in accordance with national laws and regulations. Disclosure to a contractor or consultant will not occur without the prior approval of both Participants.

VI.6 For any facility wherein classified information or material is to be used as a result of this MOU, the Program Director of the responsible Participant will ensure the safeguarding of such classified information or material at that facility.

VI.7 Information or material provided or generated pursuant to this MOU may be classified as high as SECRET. The existence of the MOU is unclassified and the contents are unclassified. Each Participant will ensure that access to the classified information is limited to those persons who possess requisite security

parances and have a specific need for access to the information in order to participate in the Program. Either Participant may request the supply or exchange of information in support of pre-survey planning which may be exchanged under this MOU or appropriate government-to-government agreements on information exchanges (such as Information Exchange Project (IEP) B-6).

VI.8 Upon request, each Participant will permit reasonable access by authorised personnel associated with the Program to the relevant contractors and government facilities in its territory in the furtherance of the aims of this MOU. No such access will take place without the consent of the Participants

VI.9 All visiting personnel will be required to comply with the security regulations of the host country (UK/US). Any information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel. Requests for such visits will be coordinated through normal governmental channels, will bear the name of this MOU and will conform with the established visit procedures of the host country, which will include the approval of the Program Director for this MOU.

VI.10 All exchanged technical information, including that relating to military survey techniques and equipment, will not be disclosed to anyone not an officer, employee, agent or a contractor within the territories of the Participants, other than as provided in the MOU or as otherwise approved in writing by the furnishing Participant.

SECTION VII

CLAIMS AND LIABILITIES

VII.1 Claims arising under this MOU will be dealt with under paragraph 1 of the Agreement Concerning Defense Cooperation Arrangements of 27 May 1993. In accordance with the cost sharing arrangements under paragraph 1(b)(ii) the cost of settlement will be shared equally by the Participants.

SECTION VIII

AMENDMENTS AND DISPUTES

VIII.1 This MOU may be amended, supplemented or extended at any time, through established channels of both nations, subject to the written consent of both Participants.

VIII.2 Any dispute regarding the interpretation or application of this MOU will be resolved through consultation between the two Participants and will not be referred to any national or international tribunal or any Third Party for settlement.

SECTION IX

DURATION, WITHDRAWAL AND TERMINATION

IX.1 This MOU becomes effective upon the date of the last signature, and will remain in effect for a period of five years or until terminated by either participant giving the other six months written notice of termination.

IX.2 All classified information exchanged or generated under this MOU will continue to be protected in the event of withdrawal by either Participant or upon termination of the MOU.

SECTION X

AUTHORISING SIGNATURES

X.1 The foregoing represents the understandings reached 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 upon the matters referred to therein. Signed at on in duplicate in the English language.

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.

Name [Signature]
Rear Admiral USN
Title Commander Naval War & Ocean Command
Location London
Date 4 Jan 96

Name [Signature]
Title Hydrographer of the Navy
Location London
Date 4 January 1996