

DEFENSE

Communications

**Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

Signed at Corsham and Offutt AFB
March 16 and May 9, 2007

with

Annex

and

Agreement Amending the
Memorandum of Understanding

Signed at Abbey Wood and Offutt AFB
December 4, 2007 and January 18, 2008



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

Defense: Communications

*Memorandum of understanding signed at
Corsham and Offutt AFB*

March 16 and May 9, 2007;

Entered into force May 9, 2007.

With annex.

*And agreement amending the
memorandum of understanding.*

Signed at Abbey Wood and Offutt AFB

December 4, 2007 and January 18, 2008;

Entered into force January 18, 2008.

MEMORANDUM OF UNDERSTANDING

BETWEEN 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

THE MUTUAL EXCHANGE OF MILITARY SATELLITE
COMMUNICATIONS

SERVICES AND SUPPORT

Version 1.4

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INTRODUCTION

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":

Recognizing the Agreement Concerning Defense Cooperative Arrangements of 27 May 1993 between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland;

Recognizing the US-UK General Security Agreement of 14 April 1961, as amended, and including the Security Implementing Arrangement for Operations, dated 27 January 2003;

Recognizing a common interest in defense;

Recognizing the benefits to be obtained from standardization, rationalization, and interoperability of communication systems;

Recognizing the need for the orderly use of space for communications purposes;

Recognizing that the satisfaction of the foregoing requirements may be sought through:

- a. Shared use of each other's operational satellite communications (SATCOM);
- b. Use of each other's spare SATCOM;
- c. Use of each other's SATCOM systems by means of terrestrial interconnection;
- d. Exchange of managerial and/or operational information that may enhance the overall effectiveness of each other's SATCOM systems;

Recognizing the Participants each have a desire to achieve interoperable satellite communications links over US SATCOM between each other's specified earth terminals and associated SATCOM facilities;

Recognizing the Participants each have a desire to achieve interoperable satellite communications links over UK SATCOM between each other's earth terminals and associated satellite communications facilities;

Recognizing the Participants have a need for a contingency and interoperability capability to use each other's satellites, satellite capacity, satellite ground terminals and interconnection facilities in support of joint and combined operations;

Recognizing the benefits that can be obtained from an exchange of communications services and capacity including SATCOM and other communications services;

Recognizing the benefits that can be achieved in developing interoperable SATCOM broadcast services;

Recognizing the current DISA-DCSA MOU, June 2002;

Have reached the following understandings:

SECTION I: DEFINITIONS

The Participants have jointly decided upon the following definitions for terms used in this Memorandum of Understanding (MOU):

Classified Information

Information that requires protection in the interests of national security and is so designated by the application of a security classification. This information may be in oral, visual, electronic or documentary form, or in the form of material including equipment or technology.

Communications Interoperability and Interconnections Programs (CIIP)

Programs to meet both Participants' critical military operational requirements for communications interoperability and interconnections, as mutually determined through requirements harmonization discussions between the Participants. Programs will be identified under each CIIP, which will be set out in Communications Arrangements.

Communications Arrangement (CA)

A separate, mutually determined implementing arrangement, concluded after this MOU has come into effect, which details the provisions of collaboration between the Participants for particular Programs.

Contractor

Any individual or entity acting on behalf of a Participant in connection with this MOU or any of its CA's pursuant to a contract between that individual or entity and a Participant. Contractors and Contractor Support Personnel can be involved in all aspects of this MOU, but can not make binding decisions on behalf of the DOD or MOD under this MOU or its CAs.

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 MOU and its CAs, the information will be designated so as to identify its "in confidence" nature. It could include information, which has been declassified, but remains controlled. US export-controlled information will be marked as "International Traffic in Arms Regulation (ITAR)-Controlled." UK export controlled information will be marked as "UK Export Controlled."

Defense Purposes

Any purpose that is in furtherance of the mission of the national defense of either Participant.

Designated Security Authority (DSA)

The security office approved by the Participants' national authorities to be responsible for the security aspects of this MOU.

Financial Authority

The office(s) or organizations(s) responsible for determining and certifying the cost of services provided under this MOU and the balancing of the MOU at the end of each year.

Financial Costs

Program costs met with monetary contributions from the Participants.

Host Participant

The Participant whose facilities host, on behalf of the Providing Participant activities pursuant to this MOU and any of its CA's, including the hosting of the other Participant's personnel, property, equipment, material, or information. Such personnel, property, equipment, material, or information is hosted generally for the benefit of the Providing Participant and not for use by the Hosting Participant, absent express written authorization by the Providing Participant.

Participant

A signatory to this MOU represented by its military and civilian personnel.

Program

An area of communications collaboration identified under this MOU to be carried out in a Communications Arrangement (CA) or an activity under this MOU. It can include a specific satellite communications system as a whole, which includes the space segment, ground segment, and control segment, delineated in a CA. It can also refer to a supporting area of SATCOM, such as a training exchange program, as described in a CA.

Providing Participant

Participant that provides personnel, property, equipment, material, or information in connection with this MOU or any of its CAs to the other Participant, regardless of whether the other Participant is acting as a Host Participant or a Receiving Participant.

Receiving Participant

The Participant that receives personnel, property, equipment, material, or information in connection with this MOU or any of its CAs from the Providing Participant for its own use or benefit.

Satellite Communications (SATCOM)

Military satellite communications including gateways, network connectivity and satellite terminal-to-terminal communications that are owned/operated by the US Department of Defense or provided to the UK Secretary of State for Defence by the UK SATCOM Service Provider.

Sub-Contractor

Any individual or entity acting on behalf of a Contractor pursuant to a contract.

Third Party

Any person or other entity whose governing authority is not a Participant to this MOU. It does not include a Contractor who is acting on behalf of either Participant in undertaking work for Defense Purposes.

SECTION II: OBJECTIVES

- 2.1 The objectives of this MOU are to:
 - 2.1.1 Provide Participants access to bandwidth and SATCOM services from each other's satellites to enhance operational command of the Participants joint and combined forces, on an equitable exchange basis subject to equivalent services.
 - 2.1.2 Promote mutual identification of Communications Interoperability and Interconnections Programs (CIIP) to meet both Participants' critical military operational requirements. The specific level of cooperation and interconnection between the US DOD and UK MOD systems will be mutually determined through requirements harmonization discussions conducted by the Participants under this MOU, consistent with their national interests.
 - 2.1.3 Define and set forth details to establish the general principles that will apply to the initiation, conduct and management of separate Communications Arrangements (CAs) between authorized representatives in accordance with national procedures of the Participants.
- 2.2 CAs will be entered into pursuant to this MOU and will incorporate by reference the provisions of this MOU. Each CA will include specific provisions consistent with this MOU, concerning (but not limited to) the CAs' Objectives, Allocation of Tasks, Management, Implementation Procedures, Financial Arrangements, Communications Arrangements, Special Disclosure and Use Provisions, Entry in Effect, Duration, and Termination. Should any provision of a CA conflict with the provisions of this MOU, the provisions of this MOU will apply.

SECTION III: SCOPE OF MOU

- 3.1 This MOU in no way limits the right of Participants to enter into any other arrangements in the satellite communications interoperability and interconnection area with other nations.
- 3.2 The scope of this MOU includes the exchange of communications services and capacity between the Participants as well as the information exchange for the purposes of facilitating activities under this MOU, including the development and implementation of CAs.
- 3.3 The exchange of military satellite communications services or support between the Participants under the provisions set out in this MOU or its CAs will only be used for national Defense Purposes. SATCOM and information exchanged consistent with the purposes of this MOU will not be made available to a Third Party without the express written consent of the Participant that originally provided that information to the other (hereafter referred to as the Providing Participant.)
- 3.4 Activities under this MOU are provided on an as available basis. Either Participant may deny a request by the other Participant for SATCOM access under this MOU, based upon its own operational commitments and requirements. To the extent possible, an explanation, at the appropriate classification level, will be provided to the Participant whose request was denied.

SECTION IV: MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

- 4.1 The Participants will designate appropriate “Principals” to oversee the full, smooth implementation of this MOU. The USSTRATCOM Director, Combat and Information Operations (or equivalent in the event of reorganization) is designated the US Principal to this MOU. The Defence Communications Services Agency Director of Operations (or equivalent in the event of reorganization) is designated the UK MOD Principal to this MOU.
- 4.2 This MOU establishes an Executive Committee (EC) to act on behalf of the Participants under the oversight of the Principal to facilitate the implementation of this MOU and its CAs. The Chief, SATCOM Operations Division, US Strategic Command, (or equivalent in the event of reorganization) or his/her designated representative, will act as the US EC representative. The SATCOM Integrated Acquisition Project Team (SAT IPT) Leader, (or equivalent in the event of reorganization) or his/her designated representative will act as the UK EC representative. The EC will normally meet on an annual basis with additional meetings held at the request of either representative. The representative of the Participant hosting the meeting will chair each meeting of the EC.
- 4.3 All decisions of the EC will be made unanimously. Any decisions that cannot be resolved will be referred to the Principals for resolution. The EC will be responsible for:
 - 4.3.1 Identifying and reviewing proposals regarding CAs.
 - 4.3.2 Overseeing the day-to-day implementation of this MOU, including in the area of communications requirements activities under this MOU, the exchange of information conducted to support implementation of the MOU and the development of related CAs.
 - 4.3.3 Establishing appropriate CAs in accordance with national procedures of the Participants.
 - 4.3.4 Establishing broad executive-level oversight of CAs under this MOU.
 - 4.3.5 Maintaining oversight of the security aspects associated with implementation of this MOU and its CAs.
 - 4.3.6 Promptly appraising and consulting on matters that affect this MOU and resolving any issues brought forward by appropriate officials as provided in CAs.
 - 4.3.7 Recommending amendments to this MOU to the Principals for the Principals’ mutual approval. After mutually concurring in proposed amendments, the Participants will process such proposals for adoption through their respective national procedures.

4.3.8 Reviewing the annual balance of support of the communications services and systems exchanged under this MOU.

4.4 CAs will be managed in accordance with their respective provisions. Each CA will normally contain a management structure that consists of a Coordinating Team (CT) and Program Officers (POs) as described below:

4.4.1 The CT will consist of a senior representative designated by each Participant, both of whom will co-chair the CT. Each CT will appoint a Program Officer. Each Participant, as appropriate, will designate other team members.

4.4.2 The CT will meet on a periodic basis, as required, to resolve specific issues raised by POs and receive progress reports from the POs.

4.4.3 The senior representative of the CT of the Participant hosting the EC meeting will be responsible for briefing the EC on the CT. The brief to the EC will be mutually determined by the whole CT prior to presentation to the EC.

4.4.4 The POs identified in each CA will be responsible for day-to-day implementation of that CA. The POs will be responsible for:

4.4.4.1 Developing a management plan in accordance with the provisions of the CA for approval by the CT.

4.4.4.2 Managing the scheduling, technical and balancing aspects associated with implementation of the CA.

4.4.4.3 Referring issues to the CT that cannot be resolved by the POs.

4.4.4.4 Providing progress reports to the CT, as necessary.

4.4.5 All decisions of the CT will be made unanimously. Any issues that cannot be resolved will be referred to the EC.

SECTION V: CO-LOCATED EQUIPMENT

- 5.1 With mutual consent of the Participants, either Participant may co-locate communications and/or cryptographic equipment, and any other necessary equipment, including spares and documentation, in the other Participant's nominated communications facilities to implement effectively the interoperability and intercommunication arrangements, and other activities under this MOU. Such co-located equipment will remain the property of the Providing Participant. A list of all such equipment co-located in the other Participant's facilities will be developed and maintained by the CT, approved by the EC, and incorporated into the appropriate CA in accordance with Section IV (Management) of this MOU prior to co-location of such equipment.
- 5.2 The Providing Participant will furnish the co-located equipment in a condition appropriate for the intended purpose stated in the CA. However, the Providing Participant makes no warranty or guarantee of fitness of the co-located equipment for a particular purpose or use, and makes no commitment to alter, improve, or adapt the co-located equipment or any part thereof.
- 5.3 Co-located equipment will be removed at the termination of this MOU, at the conclusion of the equipment's useful life, or within six months from the date of a written request from the Host Participant to remove such equipment.
- 5.4 The Providing Participant will pay all costs associated with transporting, maintaining, servicing, and repairing co-located equipment, unless otherwise mutually determined by the Participants.
- 5.5 The Participants may enter into appropriate arrangements allowing the Host Participant access to and use of co-located equipment for the purposes of facilitating activities under this MOU, consistent with this MOU and relevant CAs.

SECTION VI: DISCLOSURE AND USE OF INFORMATION

- 6.1 The Participants recognize that successful implementation of this MOU depends on the full and prompt exchange of information between the Participants, as necessary for carrying out this MOU and associated CAs. The Participants will exchange sufficient information to fully implement this MOU and its associated CAs. The nature and amount of information to be exchanged under the CAs will be consistent with this MOU and associated CAs, subject to the national requirements of the respective Participants.
- 6.2 Each Participant further recognizes that all classified information made available by a Providing Participant to the Receiving Participant will be considered to be Classified Information furnished under, and shall be subject to all the provisions and safeguards provided for by the US-UK General Security Agreement of 14 April 1961, as amended, and including the Security Implementing Arrangement for Operations, dated 27 January 2003.
- 6.3 The Receiving Participant may, upon request, make available to the Providing Participant, a location for onsite storage of Classified and Controlled Unclassified, sensitive information, under the same provisions as provided for collocated equipment in Section V above.
- 6.4 Receiving or Host Participants will not release or permit access to equipment, property, or information of the Providing Participant to a Third Party, except a Contractor or Sub-Contractor of the Receiving or Host Participant, without the express written authorization of the Providing Participant. Transfer of such information to Contractors will be consistent with each Participant's applicable export control laws.
- 6.5 The release of unclassified information (formal releases or answers to queries) to the press or public concerning the shared use of the Participants' satellites to meet joint interoperability requirements will be made only after being coordinated in advance and determined to be mutually acceptable. Questions addressed to one Participant concerning the activities of the other Participant will be referred to the Participant concerned. The release of unclassified information will also be subjected to national regulations. Both the US and UK have respective Freedom of Information (FOI) acts and each Participant will ensure compliance with their respective National FOI acts.

SECTION VII: SECURITY

- 7.1 All Classified Information or material provided or generated pursuant to this MOU and its CAs will be stored, handled, transmitted, and safeguarded in accordance with the US-UK General Security Agreement of 14 April 1961, as amended, and including the Security Implementing Arrangement for Operations, dated 27 January 2003.
- 7.2 Classified Information and material will be transferred only through official government-to-government channels or through channels approved by the Designated Security Authorities (DSAs) of the Participants. To assist in providing the desired protection, each Participant will indicate, on or with the furnished information, the country of origin, the security classification, the conditions of release, and the fact that the information is related to this MOU, and the applicable CA, and that it is furnished in confidence.
- 7.3 Each Participant will take all appropriate lawful steps available to ensure that Classified Information provided, generated or exchanged in confidence under this MOU or any of its CAs is protected from disclosure under any legislative provision, unless the other Participant consents to such disclosure. Accordingly, each Participant will ensure that:
 - 7.3.1 The recipient will not release the Classified Information to any government, national organization, or other entity of a Third Party without the prior written consent of the originating Participant.
 - 7.3.2 The recipient will not use the Classified Information for other than the purpose provided in this MOU.
 - 7.3.3 The recipient will comply with any distribution and access restrictions on information that is provided under this MOU.
- 7.4 Classified Information provided by either Participant to the other, and Classified Information produced by either Participant pursuant to this MOU, will be safeguarded in a manner that ensures its proper protection from unauthorized disclosure. To ensure this end, Classified Information will either retain its original classification, or be assigned a classification that will ensure a degree of protection against disclosure equivalent to that required by the other Participant.
- 7.5 The Participants will investigate all cases when it is known or where there are grounds for suspecting the Classified Information or material provided or generated pursuant to this MOU has been lost or disclosed to unauthorized persons. Each Participant will promptly and fully inform the other Participant of the details of any such occurrences, the final results of the investigation, and other corrective action taken to preclude recurrences.
- 7.6 When a CA contains provisions for the exchange of Classified Information, the CT or POs, as appropriate, will prepare a Program Security Instruction (PSI) and a Classification Guide (CG) for the CA. The PSI and the CG will describe the methods

by which information generated by or exchanged in connection with this MOU or any of its CAs will be classified, marked, used, transmitted, and safeguarded. The CT or POs will develop the PSI and CG, as appropriate, within three months after CA enters into effect. They will be reviewed and forwarded to the Participants' DSAs for approval and will be applicable to all government and Contractor personnel participating in the Program. The CG will be subject to regular review and revision with the aim of downgrading the classification whenever this is appropriate. The PSI and the CG will be approved by the appropriate DSA prior to the transfer of any Classified Information or Controlled Unclassified Information.

- 7.7 Contractors, prospective Contractors, Sub-Contractors or prospective Sub-Contractors that are determined by the DSAs to be under financial, administrative, policy or management control of nationals or entities of a Third Party, may participate in a Contract or Sub-Contract requiring access to Classified Information provided or generated pursuant to this MOU or any of its CAs only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party will not have access to Classified Information. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the other Participant will be consulted for written approval prior to permitting such access.
- 7.8 For any facility wherein Classified Information or material is to be used, the responsible Participant or Contractor will approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such a facility the information or material generated or exchanged in connection with this MOU or any of its CAs. These officials will be responsible for limiting access to Classified Information or material involved in this MOU to those persons who have been promptly approved for access and have a need-to-know.
- 7.9 Each Participant will ensure that access to the Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the information in order to implement this MOU.
- 7.10 Information or material provided or generated pursuant to this MOU or any of its CAs may be classified as high as Secret. The existence of this MOU is Unclassified, and the contents are Unclassified.

SECTION VIII: CONTROLLED UNCLASSIFIED INFORMATION

- 8.1 Except as otherwise provided in this MOU or as authorized in writing by the Providing Participant, Controlled Unclassified Information provided or generated pursuant to this MOU will be controlled as follows:
 - 8.1.1 Each Participant will disclose or cause to be disclosed to the other Participant such information as may be necessary for the implementation of this MOU or any of its CAs.
 - 8.1.2 Any information provided under this MOU will be used solely for the purpose of this MOU or any of its CAs, unless otherwise approved in writing by the Providing Participant.
 - 8.1.3 Access to such information will be limited to personnel whose access is necessary for the proper implementation of this MOU or any of its CAs.
- 8.2 Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Receiving Participant will ensure the Contractors are legally bound to control such information.
- 8.3 Each Participant will take all appropriate lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), unless the Providing Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the information may have to be further disclosed under any legislative provision, immediate notification will be given to the Providing Participant.

SECTION IX: CUSTOM DUTIES, TAXES AND SIMILAR CHARGES

- 9.0. Customs duties, import and export taxes, and similar charges will be administered in accordance with each Participant's respective laws and regulations, as well as agreements to which the Participants are parties. Insofar as existing national laws and regulations permit, the Participants will endeavour to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under this MOU or any of its CAs.

SECTION X: VISITS TO ESTABLISHMENTS

- 10.1 Each Participant will permit visits to its facilities for the purposes of this MOU by personnel of the other Participant or by employees of the other Participant's contractor(s), provided that both Participants authorize the visit and the visitors have necessary and appropriate access clearances.
- 10.2 All visiting personnel will be required to comply with security regulations of the host Participant. Any information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this MOU.
- 10.3 Requests for visits by personnel of one Participant to a facility of the other Participant will be coordinated through POs, and will conform with the established visit procedures of the host country.
- 10.4 Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participant, will be submitted through POs in accordance with each Participant's recurring international visit procedures.

SECTION XI: IMPLEMENTATION

- 11.1 Arrangements for familiarization and general administration of any personnel required for implementation of this MOU will be mutually determined by the Participants. All activities of the Participants under this MOU and its CAs will be carried out in accordance with their national laws and regulations, including their export control laws and regulations.
- 11.2 The commitments of the Participants will be subject to the availability of nationally appropriated funds for such purposes.
- 11.3 The Participants have entered into this MOU with the understanding that the overall exchange of communications support and related supplies and services to be carried out pursuant to this MOU as reflected in appropriate CAs, will be an exchange of equivalent value and that there will consistently be no requirement for liquidation payments. If actual practice demonstrates that the total value of the communications support and related supplies and services being exchanged is not equivalent, or if the debt of communications support accrued by one Participant exceeds a mutually predetermined threshold, then the Participants will enter into negotiations to adjust the arrangements so that the values remain substantially equivalent. If such adjustment is not possible, then any accrued credits or debits resulting from an unequal exchange of communications support and related supplies and services during the term of this MOU will be liquidated by direct payment to the Participant having provided the greater amount of communications support and related supplies and services. Such payments will be made at the termination of this MOU, but in any event no later than 30 days after termination.
- 11.4 The Participants will review activities carried out in connection with this MOU and any of its CAs and determine the status of overall exchange of logistics, services, supplies, or support for the preceding 12 months. At every annual meeting there will be a discussion of exchange balancing with the goal of determining that there has been an exchange of equal value or establishing a plan to achieve an equitable exchange of value by the next annual meeting.
- 11.5 Each Participant will bear its own administrative costs in implementing this MOU and its CAs.

SECTION XII: LIABILITY AND CLAIMS

- 12.1 Claims arising under this Memorandum of Understanding will be handled in accordance with the Agreement Concerning Defence Cooperation Arrangements of 27 May 1993.
- 12.2 Claims arising under a contract will be resolved in accordance with the contract. Unless otherwise mutually determined by the Participants, the costs of claims arising as a consequence of a contract awarded pursuant to this MOU will be the sole responsibility of the Participant that is the party to the contract.

SECTION XIII: SETTLEMENT OF DISPUTES

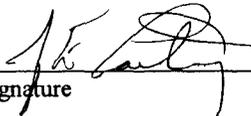
- 13.0 Disputes between the Participants arising under or relating to this MOU will be resolved only by consultation between the Participants, and will not be referred to a national court, an international tribunal, or any other persons or entity for settlement.

**SECTION XIV: ENTRY INTO EFFECT, DURATION, TERMINATION
AND AMENDMENT**

- 14.1 This MOU replaces the terms relating to SATCOM within the "Memorandum of Understanding between 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 the Framework for Cooperation between the Defense Information Systems Agency and the Defence Communications Services Agency" signed 17 June 2002. No other terms of the 17 June 2002 MOU are changed or replaced.
- 14.2 In the event of a conflict between a Section of this MOU and any CA to this MOU, this MOU will prevail.
- 14.3 This MOU between 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 come into effect upon signature of both the Participants, and will remain in effect for five years or until an overarching MOU between the MOD and DOD is signed. When the overarching MOD/DOD MOU is initiated, this MOU will be amended as required beneath the overarching MOD/DOD MOU.
- 14.4 Either Participant may terminate this MOU upon 60 days written notification to the other Participant. The terminating Participant will continue participation, financial or otherwise, up to the effective date of termination. Each Participant will pay the costs it incurs as a result of termination. The provisions contained in Section XI (Implementation) and Section XII (Liability and Claims) will survive the termination of this MOU and remain in effect until all issues arising as a result of this MOU are settled.
- 14.5 The respective benefits and responsibilities of the Participants regarding Section V (Co-located Equipment), Section VI (Disclosure and Use of Information), Section VII (Security), Section VIII (Controlled Unclassified Information), and Section XII (Liability and Claims), and this Section XIV (Effective, Duration and Termination) will continue to apply notwithstanding termination or expiration of this MOU or any CA.
- 14.6 This MOU may only be amended by the mutual written consent of the Participants.
- 14.7 The foregoing represents the understandings reached between 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 by the Participants:

For the Department of Defense
of the United States of America:



Signature

JAMES E. CARTWRIGHT
Name

General, USMC
Commander, USSTRATCOM
Title

9 MAY 2007
Date

OFFUTT AFB, NEBRASKA, USA
Location

For the Secretary of State for Defence
of the United Kingdom of Great
Britain and Northern Ireland



Signature

R G J WARD CB

Name
R Adm RN
Chief Executive, DCSA
Title

16 MARCH 2007
Date

DCSA HQ, CORSHAM, UK
Location

ANNEX A TO
USSTRATCOM/DCSA MOU

SAMPLE COMMUNICATIONS ARRANGEMENT

COMMUNICATIONS ARRANGEMENT NO []

TO THE

**MEMORANUDUM OF UNDERSTANDING BETWEEN 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 THE MUTUAL EXCHANGE OF MILITARY SATELLITE
COMMUNICATIONS SERVICES AND SUPPORT**

DATED MM/DD/YY

CONCERNING

(FULL TITLE OF THE COMMUNICATIONS ARRANGEMENT)

INTRODUCTION

This Communication Arrangement (CA) establishes the [insert name of CA] and is entered into pursuant to the Memorandum of Understanding between 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 The Exchange of Military Satellite Communications Services and Support of MM/DD/YY, the provisions of which are hereby incorporated by reference.

DEFINITIONS OF TERMS AND ABBREVIATIONS

(Define only those terms used in this CA that have not been defined in this MOU.)

OBJECTIVES

The objectives of this _____ CA are:

- a. _____
- b. _____
- c. _____

ALLOCATION OF TASKS

The allocation of tasks to meet the objectives will be as follows:

- a. The US DOD will _____
- b. The UK MOD will _____
- c. US DOD and UK MOD will jointly _____

MANAGEMENT

The following CA management structure will operate under the authority of this MOU management authorities set out in Section IV of this MOU.

Coordination Team Members:	Title/Position
	Organization
	Contact Details

(This section will describe the frequency of meetings, the arrangements for hosting and chairing of management meetings and the arrangements for reporting to the Principals of this MOU.)

PROCEDURES

(This section will describe the arrangements for the day-to-day operations of the services provided under the CA. It may also call out specific standard operating procedures for the use of the services or for their implementation at short notice. It will also describe the technical and engineering aspects and constraints of any CA.)

BALANCING ARRANGEMENTS

(This section sets out the terms for establishing values for the services provided under this CA, and any arrangements for modifying these terms. It also sets out the information required in Section XII (Implementation) of this MOU.)

COMMUNICATIONS ARRANGEMENTS AND COLLOCATED EQUIPMENT

(This section will describe the provisions for any collocated equipment used to implement this CA. This may include the support arrangements for any collocated equipment of one Participant in the other Participant's facilities, or for the support arrangements of any collocated equipment to implement this CA. It also sets out the information required in Section XII (Implementation), of this MOU.)

In the event that the collaborative efforts under the CA require the provision of equipment to a Participant, then a list of such equipment must be developed and included as an Annex to the CA.

The co-location of the following equipment is necessary for executing this CA:

Providing Participant	Receiving Participant	QTY	Description	Part/ Stock #	Consumables\ Non-Consumables	Approx Value	Loan Period

SPECIAL DISCLOSURE AND USE PROVISIONS

(Special provisions relating to disclosure and use of information under this CA may be included here.)

ENTRY INTO EFFECT, DURATION, AND TERMINATION

This CA is effective on the date signed by the Participants and will expire by mutual determination on thirty days notice in writing to the other Participant.

For 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

Signature

JAMES E. CARTWRIGHT
Name

R G J WARD CB
Name

General, USMC
Commander, USSTRATCOM
Title

Rear Admiral
Title

AMENDMENT TO THE

MEMORANDUM OF UNDERSTANDING

BETWEEN 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

THE MUTUAL EXCHANGE OF MILITARY SATELLITE
COMMUNICATIONS

SERVICE AND SUPPORT

The Department of Defense of the United States of America and the Secretary of State for the Defence of the United Kingdom of Great Britain and Northern Ireland; hereinafter referred to as the "Participants":

Having entered into a Memorandum of Understanding (MOU) between the Department of Defense of the United States of America and the Secretary of State for the Defence of the United Kingdom of Great Britain and Northern Ireland Concerning the Exchange of Military Satellite Communications Services and Support, entered into force on 10 May 2007 (US-UK SERVICES AND SUPPORT MOU);

Recognizing in paragraph 14.3 of that MOU that an overarching MOU between the Ministry of Defence (MOD) and Department of Defense (DOD) would be forthcoming, and the US-UK SERVICES AND SUPPORT MOU would be amended as required beneath the overarching MOD/DOD MOU;

Having now entered into this overarching MOD/DOD MOU, titled "Memorandum of Understanding between 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 the Framework for Cooperation Regarding Defense Communications (Short Title Defense Communications MOU), entered into effect on 26 Sept 2007;

Having conducted a formal review by the signatories of the US-UK Services and Support MOU, as required by paragraph 2.2 of the Defense Communications MOU, and determined that the US-UK SERVICES AND SUPPORT MOU as amended below is within the scope of the Defense Communications MOU as a Communications Arrangement (CA);

Hereby amend the US-UK SERVICES AND SUPPORT MOU, as required by paragraphs 14.3 and 14.6 of that MOU, and as directed by paragraph 3.2 of the Defense Communications MOU, as follows:

1. The US-UK SERVICES AND SUPPORT MOU is adopted as a CA under the Defense Communications MOU and is subject to all requirements and provisions of the Defense Communications MOU, including but not limited to Section XII (Security), paragraph 12.5. Should any conflict or inconsistency arise between the US-UK SERVICES AND SUPPORT MOU and the Defense Communications MOU, the Defense Communications MOU will govern.
2. Annex A to the US-UK SERVICES AND SUPPORT MOU will become an Implementation Arrangement (IA) to the now-adopted CA. Subsequent IAs, containing the specific technical and operational details necessary for the satisfactory completion of the planned activities or projects, may be added as annexes as needed.
3. Services and equipment provided under this CA, including the provisions for their valuation, will be specified in IAs.
4. Information concerning the procurement, installation, operation, maintenance, logistics, and training relating to equipment provided by one Participant for use at the other Participant's

communications facilities as may be required to implement the CA will be contained in an IA. The IA will also detail the responsibilities of each Participant for the project or program and the financial provisions, including procurement or leasing of facilities or equipment, as well as costs for restoring equipment to as good condition as received, normal wear and tear excepted. A list of any equipment provided by one Participant to another Participant will be developed and maintained in this IA.

