DEFENSE

Joint Strike Fighter Program

Agreement Between the
UNITED STATES OF AMERICA
and the NETHERLANDS
Supplementing the
Memorandum of Understanding
of January 17, 2001

Signed at Soesterberg Airbase and
Washington June 5 and 10, 2002

with

Annexes

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."

NETHERLANDS

Defense: Joint Strike Fighter Program

Agreement supplementing memorandum of understanding of January 17, 2001.
Signed at Soesterberg Airbase and Washington June 5 and 10, 2002;
Entered into force July 10, 2002.
With annexes.

SUPPLEMENT

BETWEEN THE

DEPARTMENT OF DEFENSE

OF THE UNITED STATES OF AMERICA

AND THE

STATE SECRETARY OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS

UNDER THE MEMORANDUM OF UNDERSTANDING

CONCERNING THE COOPERATIVE FRAMEWORK FOR

SYSTEM DEVELOPMENT AND DEMONSTRATION OF THE

JOINT STRIKE FIGHTER

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INTRODUCTION

The Department of Defense of the United States of America (U.S. DoD) and the State Secretary of Defence of the Kingdom of the Netherlands (NL MOD), hereinafter referred to as the "Participants":

Recognizing that this Supplement is subject to the Memorandum of Understanding among the Minister of National Defence of Canada, the Ministry of Defence of Denmark, the State Secretary of Defence of the Kingdom of the Netherlands, 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 Cooperative Framework for System Development and Demonstration of the Joint Strike Fighter (JSF SDD Framework MOU) and any amendments thereto, apply to this Supplement;

Recognizing the Memorandum of Understanding between the Government of the Kingdom of the Netherlands and the Government of the United States of America Concerning the Principles Governing Cooperation in the Research and Development, Production and Procurement of Defense Equipment, dated 24 August 1978, and any amendments thereto;

Recognizing that a Declaration of Principles for Enhanced Cooperation in of Defense Equipment and Industry was signed by the Secretary of Defense of the United States of America and the Minister of Defence of the Kingdom of the Netherlands on April 17, 2002;

Recognizing the mutual benefit in taking full advantage of governmental defense trade and security initiatives in the planning and implementation of the JSF Program;

Having regard to the need of the U.S. Air Force for a Conventional Take-Off and Landing (CTOL) aircraft to replace the F-16 and A-10 aircraft, and the needs of the Royal Netherlands Air Force for a CTOL aircraft;

Recognizing the contributions that the NL MOD has made to the Joint Strike Fighter (JSF) Program in the CTOL portion of the JSF Program Concept Demonstration Phase pursuant to the Memorandum of Agreement concerning the JSF Requirements Validation Project of 11 June 1997 among the Chief of Defense, Denmark, the Ministry of Defense of the Kingdom of the Netherlands, the Ministry of

Defense of the Kingdom of Norway, and the Department of Defense of the United States of America;

Emphasizing the great importance of the NL MOD's participation in the JSF Program to furthering interoperability and coalition warfighting; and

Desiring to extend their JSF cooperation into the System Development and Demonstration (SDD) Phase with a view to subsequent cooperation in JSF developmental upgrades, production, and support, and recognizing their mutual desire to take full advantage of the potential benefits inherent in future cooperation;

Have reached the following understandings:

SECTION I

DEFINITIONS OF TERMS AND ABBREVIATIONS

The Participants have jointly decided upon the following definitions for terms used in this Supplement.

CTOL Purposes	Performance of Project activities pursuant to the JSF SDD Framework MOU and this Supplement and future efforts by the Participants (either collaboratively, nationally, or under U.S. DoD Foreign Military Sales arrangements) for the design, development, manufacture, operation and support of JSF CTOL and F-16 aircraft.
JSF Cooperative Project Personnel	NL MOD military members or civilian employees assigned to the JSF Program Office or U.S. DoD field activities who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning or other functions in furtherance of the Project.
JSF Senior Warfighter Group	The operational community advisory group, chartered to support the JSF Program Office in the SDD Phase, that consists of representatives from the services of the JSF SDD Framework MOU Participants and which meets on an ad hoc basis.

SECTION II

OBJECTIVES AND SCOPE

2.1. The objective of this Supplement is to establish the detailed provisions concerning the responsibilities and benefits of the Participants under the Project in accordance with paragraph 2.1 of the JSF SDD Framework MOU.

2.2. In light of the importance of the Contract Specification to the Project, the NL MOD will be given the opportunity to be a participant in the change control and approval process for that specification.

2.3. During the JSF SDD Phase, the Participants will design, develop, and qualify the JSF Air System which fulfills the joint Operational Requirements Document (ORD) dated 13 March 2000, and any changes thereto, and is as common to the U.S. CTOL Air System as is possible within U.S. national disclosure policies. This Air System will be fully operational, supportable and maintainable as specified in the joint ORD.

2.4. In designing, developing and qualifying the JSF Air System, the Participants will use their best efforts to achieve the level of NATO and coalition interoperability that is required for the Participants to fulfill their operational needs and will institute appropriate processes for this purpose.

2.5. The U.S. DoD will use its best efforts to provide the NL MOD with the opportunity to obtain equipment and systems (to include, but not limited to, communications security items), and improvements thereto, produced under U.S. DoD programs other than the JSF Program, to the extent that such equipment and systems, and improvements thereto, are necessary for fielding of JSF Air Systems in NL MOD squadrons and maximizing their operational capability.

2.6. The JSF Program threshold and objective requirement for Unit Recurring Flyaway Cost is contained in the joint ORD, paragraph 4.1.1. The current JSF Program Office estimate (October 2001) of the CTOL Unit Recurring Flyaway Cost is $33.1 million (U.S. fiscal year 1994 base year dollars).

2.7. The U.S. DoD and NL MOD intend to pursue future cooperation in JSF developmental upgrades, production, and support, to include continued weapons certification, under separate arrangements. The Participants will use their best efforts to ensure that such arrangements embody the principle of equitability in their terms and conditions, including the equitable sharing of the costs and benefits of cooperation.

SECTION III

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

3.1. The JSF SDD Framework MOU established the Executive Committee (EC) and provided that the U.S. DoD EC representative will be the JSF Program Director (or successor in the event of reorganization). The NL MOD EC representative will be the Deputy Director of Materiel of the Royal Netherlands Air Force for Plans and Projects (or successor in the event of reorganization). The NL MOD EC representative will participate with the JSF PD in the latter's JSF Program management responsibilities as to Project-related efforts valued in an amount not to exceed $50 million Then Year U.S. dollars of the Project contributions identified in paragraph 4.1 of this Supplement. Subject to the JSF PD's written approval, the following will apply: the NL MOD EC representative may, on behalf of the NL MOD, determine the Project-related efforts to which these Project funds are allocated; and the NL MOD may, if it so determines, contract with, or otherwise make arrangements with, NL industry or NL governmental entities, in accordance with NL national Contracting laws, regulations and procedures, for performance of these Project-related efforts.

3.2. The JSF SDD Framework MOU also provided for plenary EC meetings. The U.S. DoD and the NL MOD EC representatives will hold semi-annual U.S. DoD-NL MOD-only meetings, if necessary, to address issues of concern to the Supplement; additional meetings will be held at the request of either representative, giving one month's notice to the other, when appropriate. The Participant hosting the Supplement-specific EC meeting will chair the meeting, unless otherwise mutually determined. In addition to the Supplement-specific EC responsibilities contained in paragraph 4.5 of the JSF SDD Framework MOU, the following EC responsibilities under this Supplement will require mutual agreement:

3.2.1. Approving and maintaining oversight of the U.S. DoD-NL MOD JSF Program Office Integrated Project Team (IPT) Personnel Description Document (PDD).

3.2.2. Amending Annex A (Supplement Management Structure).

3.3. The U.S. DoD and NL MOD EC representatives will also promptly apprise and consult on any matters that affect the

Supplement and resolve any issues brought forth by the Director, JSF International Directorate (JSF/ID) or the NL National Deputy.

3.4. In addition to the responsibilities related to the Supplement described in paragraph 4.7 of the JSF SDD Framework MOU, the Director, JSF/ID, will be responsible for:

3.4.1. Preparing, in conjunction with the NL National Deputy, a U.S. DoD/NL MOD JSF Program Office IPT PDD for the approval of the U.S. DoD and NL MOD EC members.

3.4.2. Referring to the U.S. DoD and NL MOD EC members issues related to the Supplement that the Director, JSF/ID cannot resolve.

3.4.3. Accountability to the US DoD and NL MOD EC members for timely release of Project Information furnished by the US DoD, including but not limited to cost, schedule, and performance Information.

3.5. The NL MOD will provide a National Deputy and a supporting staff in accordance with Annex A, who will be assigned to IPTs within the JSF Program Office and U.S. DoD field activities. Specific NL National Deputy responsibilities are identified in Section 3.6 below. Specific IPT responsibilities for NL MOD personnel will be identified in the U.S. DoD/NL MOD JSF Program Office IPT PDD. Additionally, Annex B (JSF Cooperative Project Personnel) establishes provisions for the general conduct of NL MOD personnel located in the JSF Program Office and U.S. DoD field activities. Annex A (Supplement Management Structure) depicts the management structure established for this Supplement.

3.6. In addition to assigned IPT responsibilities, the NL National Deputy will be responsible for:

3.6.1. Supporting the Director, JSF/ID in the day-to-day administrative management of both the JSF SDD Framework MOU and this Supplement, to include oversight of the NL MOD assigned staff.

3.6.2. Providing day-to-day NL MOD representation within the JSF Program Office on all matters related to the Project.

3.6.3. Assisting the JSF/ID in developing the Financial Management Procedures Document, Project Security Instruction and Classification Guide, and IPT PDD.

3.6.4. Performing other tasks, as may be assigned by the Director, JSF/ID.

3.7. The Participants recognize that the military and civilian employees of a Participant, assigned to duty with its Defense Department or Ministry for the purpose of working under the JSF SDD Framework MOU, while present in the territory of another 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 NATO Status of Forces (NATO SOFA), signed on 19 June 1951. Employees and agents of Contractors do not constitute a civilian component and NATO SOFA will not apply to them.

3.8. Representatives from the Participants' operational communities will participate in the JSF Senior Warfighter Group.

3.9. The Participants recognize that NL MOD personnel will be involved in the planning and implementation of the test and evaluation aspects of the Project. The extent and method of such participation will be based upon the requirements of the JSF integrated test plan to be developed during the SDD phase.

SECTION IV

FINANCIAL PROVISIONS

4.1. The NL MOD share of the Financial Cost Target of the Project, as identified in Section V (Financial Provisions) of the JSF SDD Framework MOU, is $800 million Then Year U.S. dollars. In no event will the NL MOD contribution to the Financial Cost Target be increased beyond $800 million Then Year U.S. dollars without the written consent of the NL EC representative on behalf of the NL MOD. In the event that the actual total cost of the Project (including overhead costs, administrative costs, and the cost of claims) is less than the Financial Cost Target identified in paragraph 5.2 of Section V (Financial Provisions) of the JSF SDD Framework MOU, the Participants will endeavor to ensure that the NL MOD receives any difference between (1) the NL MOD financial contributions actually provided to the Project and (2) the NL MOD's share of the actual total cost of the Project (which share will be in the same proportion as its proportion of the Financial Cost Target). The NL MOD non-financial contribution includes the personnel assigned to the JSF Program Office and DoD field activities in accordance with Annex A (Supplement Management Structure). The U.S. DoD share of the Financial Cost Target is established in Section V (Financial Provisions) of the JSF SDD Framework MOU.

4.2. U.S. DoD research and development costs incurred for the Air System will not apply to any Air Systems that may be exported to the NL MOD pursuant to U.S. commercial export licenses in accordance with any future cooperative production arrangements. In the event that the Participants mutually decide to enter into a future foreign military sale of the Air System by the U.S. Government to the Government of the Netherlands, the U.S. DoD will exclude from the price of the Air System all of the U.S. DoD research and development costs incurred for the Air System, provided that the NL MOD does not withdraw from the JSF SDD Framework MOU and this Supplement. In the case of NL MOD withdrawal, the financial contribution made by the NL MOD up to the date of withdrawal will be taken into consideration regarding any such future foreign military sale.

4.3. The NL MOD will pay the costs attributable to any NL MOD failure to make funds available in the amounts and times designated in the estimated financial schedule for contributions in the FMPD for this Supplement. The NL MOD will not be responsible for any costs attributable to any other JSF SDD Framework MOU Participant's failure to make funds available in the amounts and the times designated in the estimated financial schedule for contributions in the FMPD for that Participant.

4.4. In furtherance of the provisions paragraph 5.11 of Section V (Financial Provisions) of the JSF SDD Framework MOU, and upon mutual agreement, NL MOD or NL Supreme Audit Institution auditors may assist the U.S. DoD on any audit elements required to satisfactorily perform the audit. In addition, in the event that NL MOD or NL Supreme Audit Institution auditors need to obtain or to inspect specific Project financial data in order to fulfill their national obligations, the U.S. DoD will arrange for access to such specific financial data at mutually agreed times and locations.

4.5. In the event external audits concerning the Project are conducted by the supreme audit institutions of the Participants' nations, such reports will be provided by the applicable Participant to the EC representative of the other Participant. The Director, JSF/ID, and the NL National Deputy will apprise each other as soon as possible of external audits concerning the Project by the supreme audit institutions of the Participants' nations.

SECTION V

CONTRACTING PROVISIONS

5.1. The Participants recognize the importance of the provisions of the Memorandum of Understanding between the Government of the Kingdom of the Netherlands and the Government of the United States of America Concerning the Principles Governing Cooperation in the Research and Development, Production and Procurement of Defense Equipment, dated 24 August 1978, and any amendments thereto, which establish the principle that full consideration will be given to all qualified sources in each other's country consistent with and to the extent permitted by national laws and regulations.

5.2. To promote the principles established in paragraph 6.6 of Section VI (Contracting Provisions) of the JSF SDD Framework MOU, the U.S. DoD will provide the NL MOD with insight into the subcontracting for the Project via IPT participation, attendance at Program Management Reviews, and access to the JSF Program Office electronic network.

5.3. The U.S. DoD will award cost-plus-award-fee Contracts for performance of the JSF SDD Phase. The JSF PD will implement an award fee program that specifies the award fee criteria against which the prime Contractors will be measured. Periodically, in consultation with the NL MOD National Deputy as part of the JSF Program Office award fee process, the JSF PD will award an appropriate portion of the available fee to the prime Contractors based on the degree to which their performance meets the award fee criteria. In the event a Contractor fails to meet any of the award fee criteria in a given period, the JSF PD will ensure the award fee will be reduced to the appropriate level.

SECTION VI

DISCLOSURE AND USE OF PROJECT INFORMATION

6.1. In accordance with paragraph 8.1.2 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU, the following disclosure limitations will apply to this Supplement: The U.S. DoD will not disclose Project Information contrary to its national disclosure policies.

6.2. In accordance with paragraph 8.1.3 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU, the extent and manner to which the NL MOD will be given access to electronically provided Project Foreground Information are as follows: The NL MOD will have timely access to such electronic data to the extent consistent with the disclosure limitations in paragraph 6.1 of this Supplement.

6.3. Paragraphs 8.2.2, 8.4.2, and 8.5.2 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU require that each Supplement specify the purposes for which each Participant other than the U.S. DoD may use or have used Government Project Foreground Information, Contractor Project Foreground Information, and Contractor Project Background Information delivered under Contracts awarded in accordance with the JSF SDD Framework MOU, respectively. For the NL MOD, those purposes will be CTOL Purposes. The U.S. DoD may use or have used, for Defense Purposes, Government Project Foreground Information which is furnished by the NL MOD during the Project.

6.4. Paragraph 8.8.2 and 8.8.6 of Section VIII (Disclosure and Use of Project Information) of the JSF SDD Framework MOU require each Supplement to specify the purposes for which a Participant other than the U.S. DoD may practice or have practiced Project Inventions for which a Contractor or a Participant, respectively, grants a license under its Patents. For the NL MOD, those purposes will be CTOL Purposes. The U.S. DoD may practice or have practiced, for Defense Purposes, Project Inventions for which the NL MOD grants licenses under its Patents.

SECTION VII

SECURITY

7.1. All 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 Netherlands and the United States of America, of 18 August 1960, as amended on 6 April 1981, and including the Industrial Security Annex thereto, of 9 April 1982.

7.2. Existence of this Supplement is UNCLASSIFIED and the contents are UNCLASSIFIED.

SECTION VIII

AMENDMENT, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION

8.1. This Supplement may be amended in accordance with Section XVIII (Amendment, Withdrawal, Termination, Entry into Effect, and Duration) of the JSF SDD Framework MOU.

8.2. The respective rights and responsibilities of the Participants regarding paragraph 4.2 of Section IV (Financial Provisions) will continue notwithstanding termination of, withdrawal from, or expiration of the JSF SDD Framework MOU or this Supplement.

8.3. The NL MOD may withdraw from the JSF SDD Framework MOU and this Supplement if it concludes that the Netherlands industrial participation in this Project is not satisfactory.

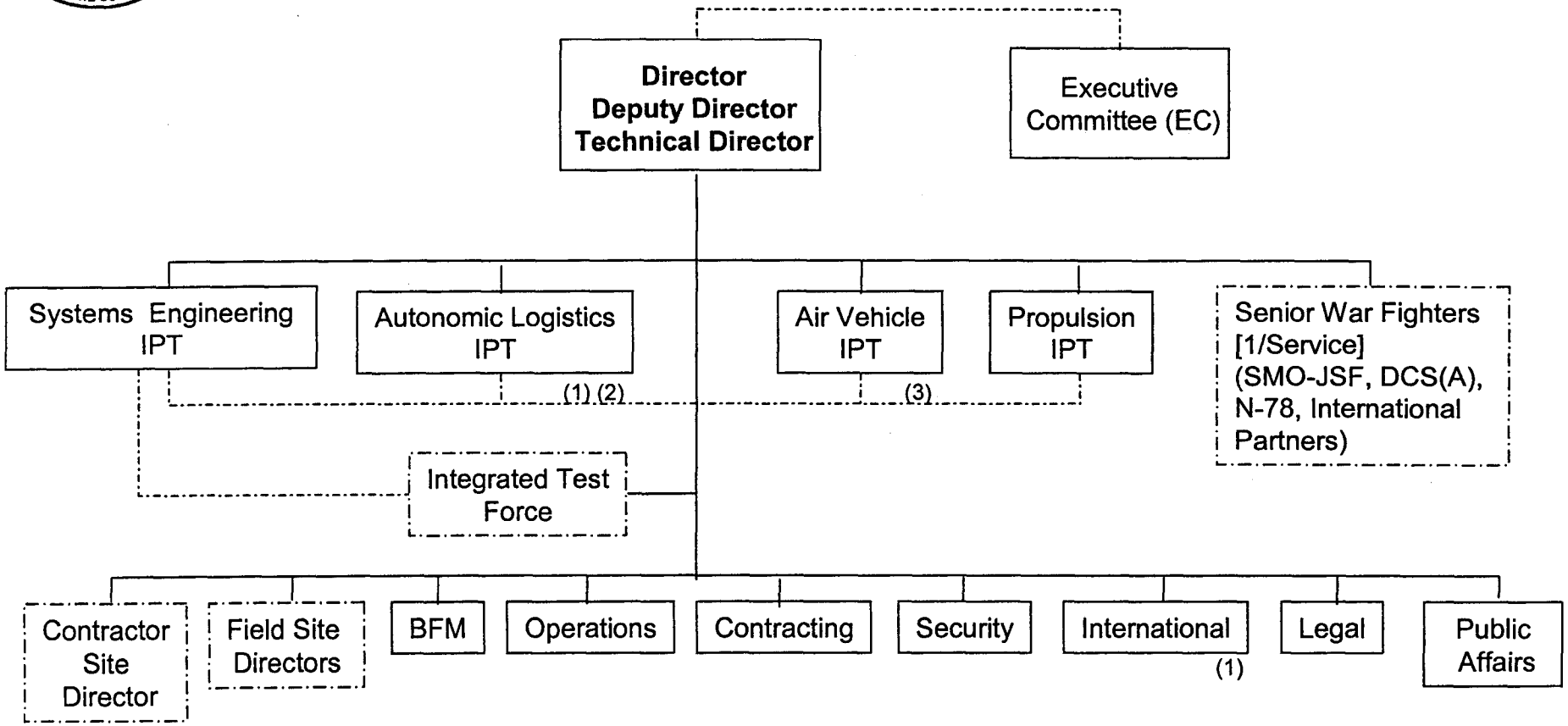
8.4. This Supplement, which consists of eight (8) Sections and two (2) Annexes, will enter into effect on the date by which both of the following circumstances have occurred: this Supplement has been signed by both Participants, and the JSF SDD Framework MOU amendment to add NL MOD has entered into effect. This Supplement will remain in effect for the duration of the JSF SDD Framework MOU, unless terminated earlier by the Participants.

The foregoing represents the understandings reached between the Department of Defense of the United States of America and the State Secretary of Defence of the Kingdom of the Netherlands upon the matters referred to therein.

Signed, in duplicate, in the English language by authorized representatives.

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA	THE STATE SECRETARY OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS
Signature	Signature
E.C. Aldridge, Jr.	**H.A.L. van Hoof**
Name	Name
USD(AT&L)	**The State Secretary of Defence of the Kingdom of the Netherlands**
Title	Title
10 June 2002	**5 June 2002**
Date	Date
Washington, D.C.	**Soesterberg Airbase, Kingdom of the Netherlands**
Location	Location

Annex A
Supplement Management Structure



Note (1): Facilities/Site Activation Manager and National Deputy
(2): Air Vehicle/Airframe/Analysis and Integration Autonomic Logistics Manager
(3): Coalition Warfare/C4I Support Officer

Not co-located with main office

Notes (1) through (3) indicate Netherlands Cooperative Project Personnel (CPP).

ANNEX B

JSF COOPERATIVE PROJECT PERSONNEL

1.0. Purpose and Scope.

1.1. This Annex establishes the provisions which will govern the conduct of JSF Cooperative Project Personnel. The NL MOD will assign military members or civilian employees to the JSF Program Office or U.S. DoD field activities in accordance with Section III (Management (Organization and Responsibility)), Annex A (Supplement Management Structure) and this Annex. JSF Cooperative Project Personnel must be able to perform all the responsibilities for the positions assigned to them under this Supplement. Commencement of assignments will be subject to any requirements that may be imposed by the U.S. DoD or the U.S. Government regarding acceptance of JSF Cooperative Project Personnel, such as, but not limited to, visas and visit request documentation. The U.S. DoD and NL MOD EC representatives will determine the length of tour for the positions at the time of initial assignment.

1.2. JSF Cooperative Project Personnel will be assigned to the JSF Program Office or U.S. DoD field activities for Project work and will report to their designated supervisor within those organizations regarding that work. JSF Cooperative Project Personnel will not act as liaison officers for the NL MOD. However, such personnel may act from time to time on behalf of the NL MOD's EC representative if the latter so authorizes in writing.

1.3. JSF Cooperative Project Personnel will not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the U.S. Government.

2.0. Security.

2.1. The U.S. DoD and NL MOD EC representatives will establish the maximum level of security clearance required to permit JSF Cooperative Project Personnel to have access to Classified Information and Material, and facilities in which Classified Information and Material are used, in accordance with the Program Security Instruction (PSI) and Classification Guide (CG). Access to Classified Information and Material and facilities in which Classified Information and Material are used will be consistent with, and limited by, Section II (Objectives) and Section III (Scope of Work) of the JSF SDD Framework MOU and

the corresponding provisions of this Supplement, and will be kept to the minimum required to accomplish the work assignments.

2.2. The NL MOD will cause security assurances to be filed, through the NL Embassy, specifying the security clearances for the JSF Cooperative Project Personnel being assigned. The security assurances will be prepared and forwarded through prescribed channels in compliance with established U.S. procedures.

2.3. The Participants will use their best efforts to ensure that both U.S. DoD and NL MOD personnel assigned to the JSF Program Office or U.S. DoD field activities are aware of, and comply with, applicable laws and regulations pertaining to Controlled Unclassified Information and Classified Information and Material as well as the requirements of Section IX (Controlled Unclassified Information), Section X (Visits to Establishments), Section XI (Security), and paragraph 18.7 of Section XVIII (Amendment, Withdrawal, Termination, Entry into Effect, and Duration) of the JSF SDD Framework MOU and the corresponding provisions of this Supplement, and the PSI and CG. Prior to commencing assigned duties, JSF Cooperative Project Personnel will, as required by U.S. Government laws, regulations, or procedures, sign a certification concerning the conditions and responsibilities of CPP.

2.4. JSF Cooperative Project Personnel will at all times be required to comply with the security and export control laws, regulations and procedures of the U.S. Government. Any violation of security procedures by JSF Cooperative Project Personnel during their assignment will be reported to the NL MOD for appropriate action. JSF Cooperative Project Personnel committing willful violations of security and export control laws, regulations, or procedures during their assignments will be withdrawn from the Project with a view toward appropriate administrative or disciplinary action by the NL MOD.

2.5. All Classified Information and Material made available to JSF Cooperative Project Personnel will be considered as Classified Information and Material furnished to the NL MOD and will be subject to all of the provisions and safeguards provided for in Section XI (Security) of the JSF SDD Framework MOU, Section VI (Security) of this Supplement, and the PSI and the CG.

2.6. JSF Cooperative Project Personnel will not have personal custody of Classified Information and Material or Controlled Unclassified Information, unless approved by the JSF Program Office and as authorized by the NL MOD on a case-by-case basis. They will be granted access to such Information and material in accordance with Section IX (Controlled Unclassified

Information) and Section XI (Security) of the JSF SDD Framework MOU and the provisions of the PSI during normal duty hours and when access is necessary to perform Project work.

2.7. JSF Cooperative Project Personnel will not serve as a conduit between the U.S. DoD and NL MOD for requests for and/or transmission of Classified Information and Material or Controlled Unclassified Information unless specifically authorized by the PSI.

3.0. Administrative Matters.

3.1. Consistent with U.S. laws and regulations, JSF Cooperative Project Personnel will be subject to the same restrictions, conditions, and privileges as U.S. DoD personnel of comparable rank and in comparable assignments. Further, to the extent authorized by U.S. laws and regulations, JSF Cooperative Project Personnel and their authorized dependents will be accorded:

3.1.1. Exemption from any U.S. Government tax upon income received from the NL MOD.

3.1.2. Exemption from any U.S. Government customs and import duties or similar charges levied on items entering the country for their official or personal use, including their baggage, household effects, and private motor vehicles.

3.2. Upon or shortly after arrival, JSF Cooperative Project Personnel will be informed by the JSF Program Office or U.S. DoD field activities about applicable laws, orders, regulations, and customs and the need to comply with them. JSF Cooperative Project Personnel will also be provided briefings arranged by the JSF Program Office or U.S. DoD field activities regarding applicable entitlements, privileges, and obligations such as:

3.2.1. Any medical and dental care that may be provided to JSF Cooperative Project Personnel and their dependents at U.S. DoD medical facilities, subject to applicable laws and regulations, including reimbursement requirements.

3.2.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters and clubs for JSF Cooperative Project Personnel and their dependents, subject to applicable laws and regulations.

3.2.3. Responsibility of JSF Cooperative Project Personnel and those dependents accompanying them to obtain motor vehicle liability insurance coverage in accordance with laws and regulations applicable in the area where they are residing. In

case of claims involving the use of private motor vehicles by JSF Cooperative Project Personnel and their dependents, the recourse will be against such insurance.

3.3. The JSF PD, through the JSF Program Office and U.S. DoD field activities, will establish standard operating procedures for JSF Cooperative Project Personnel in the following areas:

3.3.1. Working hours, including holiday schedules.

3.3.2. Leave authorization, consistent to the extent possible with the military or civilian personnel regulations and practices of both Participants.

3.3.3. Dress regulations, consistent to the extent possible with the military or civilian personnel regulations and practices of both Participants.

3.3.4. Performance evaluations, recognizing that such evaluations must be rendered in accordance with the NL MOD's military or civilian personnel regulations and practices.

3.4. JSF Cooperative Project Personnel committing an offense under the laws of the government of either Participant may be withdrawn from this Project with a view toward further administrative or disciplinary action by the NL MOD. Disciplinary action, however, will not be taken by the U.S. DoD against JSF Cooperative Project Personnel, nor will JSF Cooperative Project Personnel exercise disciplinary authority over U.S. DoD personnel. In accordance with U.S. laws, regulations, and procedures, the U.S. DoD will assist the NL MOD in carrying out investigations of offenses involving JSF Cooperative Project Personnel.