

**DEFENSE**

**Cooperation**

**Memorandum of Agreement  
Between the  
UNITED STATES OF AMERICA  
and NORWAY**

Signed at Washington and Oslo  
December 22, 2014 and January 19, 2015

*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.”

## **NORWAY**

### **Defense: Cooperation**

*Memorandum of agreement signed at  
Washington and Oslo December 22, 2014 and  
January 19, 2015;  
Entered into force January 19, 2015.  
With annexes.*

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE DEPARTMENT OF DEFENSE**  
**OF THE UNITED STATES OF AMERICA**  
**AND**  
**THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY**  
**CONCERNING**  
**TEST AND EVALUATION PROGRAM (TEP) COOPERATION**  
  
**(SHORT TITLE: TEP MOA)**

TABLE OF CONTENTS

PREAMBLE ..... 4

ARTICLE I  
DEFINITIONS..... 5

ARTICLE II  
OBJECTIVES ..... 10

ARTICLE III  
SCOPE OF WORK..... 12

ARTICLE IV  
MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)..... 15

ARTICLE V  
FINANCIAL PROVISIONS ..... 20

ARTICLE VI  
CONTRACTING PROVISIONS ..... 23

ARTICLE VII  
WORK SHARING..... 25

ARTICLE VIII  
EQUIPMENT AND MATERIAL TRANSFERS ..... 26

ARTICLE IX  
DISCLOSURE AND USE OF INFORMATION..... 29

ARTICLE X  
CONTROLLED UNCLASSIFIED INFORMATION ..... 37

ARTICLE XI  
VISITS TO ESTABLISHMENTS..... 38

ARTICLE XII  
SECURITY ..... 39

ARTICLE XIII  
THIRD PARTY SALES AND TRANSFERS..... 42

ARTICLE XIV  
LIABILITY AND CLAIMS ..... 44

ARTICLE XV	
CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES.....	46
ARTICLE XVI	
SETTLEMENT OF DISPUTES .....	47
ARTICLE XVII	
LANGUAGE .....	48
ARTICLE XVIII.....	49
GENERAL PROVISIONS	
ARTICLE XIX	
AMENDMENT, TERMINATION, ENTRY INTO EFFECT, AND DURATION ....	50
ANNEX A	
MODEL RECIPROCAL USE OF TEST FACILITIES (RTUF) PROJECT AGREEMENT (PA).....	A-1
ANNEX B	
MODEL COOPERATIVE TEST AND EVALUATION (CTE) PROJECT AGREEMENT (PA) .....	B-1
ANNEX C	
COOPERATIVE PROJECT PERSONNEL (CPP).....	C-1
ANNEX D	
MODEL EQUIPMENT AND MATERIAL TRANSFER AGREEMENT (E&MTA) ..	D-1
ANNEX E	
MODEL WORKING GROUP (WG) TERMS OF REFERENCE (TOR) .....	E-1

## PREAMBLE

The Department of Defense of the United States of America (U.S. DoD) and the Ministry of Defence of the Kingdom of Norway (NO MOD), hereinafter referred to as the “Parties”:

Recognizing the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces, signed in London on June 19, 1951 (NATO SOFA);

Recognizing the General Security Agreement between Norway and the United States of America, which entered into force February 26, 1970, and was amended on September 27, 1984, including the Industrial Security Annex thereto of October 24, 1984 (General Security Agreement);

Recognizing the Agreement Relating to Relief from Taxation of United States Government Expenditures in Norway for Common Defense”. June 27 1952;

Having a common interest in defense;

Recognizing the benefits to be obtained from cooperation, standardization, rationalization, and interoperability of military equipment;

Desiring to improve their mutual conventional defense capabilities through the application of emerging technology;

Having a mutual need to engage in a broad range of cooperative or reciprocal Test and Evaluation (T&E) activities to satisfy common operational requirements; and

Having independently conducted testing of the applications of various technologies, and recognizing the benefits of cooperation in the T&E arena;

Have reached the following agreement:

## ARTICLE I

### DEFINITIONS

The Parties have agreed upon the following definitions of terms used in this Test and Evaluation Program (TEP) Memorandum of Agreement (MOA):

Approval in Principle (AIP)	The Parties' Management Agents' preliminary acceptance of a Project proposal for a Project in which they would be involved, which shall enable such Parties to enter into technical discussions to develop a Project Agreement (PA) or Equipment and Material Transfer Agreement (E&MTA) for final approval.
Background Information	Information not generated in the performance of a TEP Activity.
Classified Information	Official Information that requires protection in the interests of national security and is so designated by the application of a security classification marking. This Information may be in oral, visual, magnetic, electronic, or documentary form or in the form of equipment or technology.
Contract	Any mutually binding legal relationship under national laws that obligates a Contractor to furnish supplies or services, and obligates one or both of the Parties to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the governmental organizations of the Parties. Contracting includes a description (but not determination) of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting Agency	The entity within the governmental organization of a Party that has authority to enter into, administer, or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Party who has the authority to enter into, administer, or terminate Contracts.
Contractor	Any entity awarded a Contract by a Party's Contracting Agency.
Contractor Support Personnel	Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Party under a support Contract.
Controlled Unclassified Information	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. It could include Information that has been declassified

but remains controlled.

Cooperative Project Personnel (CPP)	Military members or civilian employees of a Parent Party assigned to a Project at the other Party's facility who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning, or other functions in furtherance of a Cooperative Test and Evaluation (CTE) PA.
Cooperative Test and Evaluation (CTE) Project Agreement (PA)	A PA under this TEP MOA that specifies the provisions for cooperation between the Parties, on an equitable basis, on a specific TEP Activity.
Cost(s)	Both Financial Cost(s) and Non-financial Cost(s) of a Project.
Customer Party	The Party for whom the Performing Party is providing testing services by means of a Reciprocal Use of Test Facilities Project Agreement (RUTF) PA.
Designated Security Authority (DSA)	The security authority designated by national authorities to be responsible for the coordination and implementation of national industrial security aspects of this TEP MOA.
Direct Cost	Any item of Cost that is easily and readily identified to a specific TEP Activity, that would not have been incurred but for the TEP Activity.
Equipment and Material	Any material, equipment, end item, subsystem, component, special tooling, or test equipment acquired or provided for use in a TEP Activity.
Equipment and Material Transfer (E&MT)	Transfer of Equipment and Material between Parties for use in a specific RUTF PA, CTE PA, or Equipment and Material Transfer Agreement (E&MTA), with details of the transfer being embedded in the RUTF PA, CTE PA, or E&MTA.
Equipment and Material Transfer Agreement (E&MTA)	An implementing agreement entered into under this TEP MOA that specifically details the terms and provisions for transfer of Equipment and Material between Parties that is not part of a specific PA.
Financial Costs	Costs met with monetary contributions.
Foreground Information	Information generated in the performance of a specific TEP Activity.
Host Party	The Party whose nation provides the facility where CPP are hosted.

Indirect Cost	Any item of Cost that is not easily and readily identified to a specific TEP Activity, but that is related to that TEP Activity; this may include general and administrative expenses for such activities as supporting base operations, manufacturing, supervision, procurement of office supplies, and utilities that are accumulated Costs allocated among several users.
Information	Knowledge that can be communicated by any means, regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, computer software, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form, and whether or not subject to Intellectual Property rights.
Intellectual Property	In accordance with the World Trade Organization Agreement on Trade-related Aspects of Intellectual Property Rights of April 15, 1994, all copyright and related rights, all rights in relation to inventions (including Patent rights), all rights in registered and unregistered trademarks (including service marks), registered and unregistered designs, undisclosed Information (including trade secrets and know-how), layout designs of integrated circuits, and geographical indications, and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields.
Invention	Any invention in any field of technology, provided it is new, involves an inventive step, is capable of industrial application, and is formulated or made (conceived or “first actually reduced to practice”) in the course of work performed under a TEP Activity. The term “first actually reduced to practice” means the first demonstration, sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.
Non-financial Costs	Costs met with non-monetary contributions.
Parent Party	The Party that sends its CPP to a cooperative Test and Evaluation Project at the other Party’s Test Facility.
Party	A signatory to this TEP MOA represented by its military and civilian personnel. Contractors and Contractor Support Personnel

shall not be representatives of a Party under this TEP MOA.

Patent	Grant by any government or a regional office acting for more than one government of the right to exclude others from making, using, importing, selling, or offering to sell an Invention. The term refers to any and all patents including, but not limited to, patents of implementation, improvement, or addition, petty patents, utility models, appearance design patents, registered designs, and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions of any of these.
Performing Party	The Party providing test services to a Customer Party under a RUTF PA.
Project	A TEP Activity undertaken by the Parties and conducted pursuant to a PA or E&MTA established under this TEP MOA.
Project Agreement (PA)	An implementing agreement, established under this TEP MOA that can be either a Reciprocal Use of Test Facilities (RUTF) PA or a Cooperative Test and Evaluation (CTE) PA.
Project Closure Report	A document written by the Project Officers (POs) for both Parties' Management Agents (MAs) at the end of the Project identifying Project completion, major benefits, deficiencies in completing the Project, and reconciliation of financial information.
Project Plan	A document that provides a description of a Project's events, delivery requirements and milestones that is updated periodically by the Project Officers throughout the life of a Project.
Prospective Contractor	Any entity that seeks to enter into a Contract to be awarded by a Party's Contracting Agency and that, in the case of a solicitation involving the release of export-controlled Information, is eligible to receive such Information.
Reciprocal Use of Test Facilities (RUTF PA)	A PA under this TEP MOA that specifies the Cost, schedule, and performance aspects of a test effort conducted at a Performing Party's Test Facility for the Customer Party.
Test and Evaluation (T&E)	The overall process of data collection, data reduction, and the analysis of that data for a specific purpose or application.
Test and Evaluation Program (TEP) Activity	A cooperative effort by the Parties to achieve the objectives in Article II (Objectives) and the work in Article III (Scope of Work) of this TEP MOA.

Test Facility	Range, facility, or other capability or venue where T&E of defense Equipment and Material may be performed.
Test Report	The final report of the test agency documenting results of data gathering and analysis, achievement of the test objectives, conclusions, and recommendations.
Third Party	A government other than the Government of a Party and any person or other entity whose government is not the Government of a Party.
Working Group (WG)	Any group authorized to conduct TEP-related T&E activities by the Management Agents (MAs), in accordance with Section III (Scope of Work) and Section IV (Management (Organization and Responsibility)).

## ARTICLE II

### OBJECTIVES

- 2.1. The objective of this Test and Evaluation Program Cooperation Memorandum of Agreement (TEP MOA) is to prescribe the general provisions that shall apply to the initiation, conduct, and management of Test and Evaluation Program (TEP) Activities detailed in separate Project Agreements (PAs), Equipment and Material Transfer Agreements (E&MTAs), or Working Groups (WGs) between representatives, authorized in accordance with the national policies and procedures of the Parties. These PAs, E&MTAs, and WGs shall be entered into pursuant to this TEP MOA and shall incorporate by reference the terms of this TEP MOA. Additionally, this TEP MOA shall allow the exchange of Information for determining the feasibility of TEP Activities and for the purpose of harmonizing the Parties' defense requirements to assist in better defining potential cooperative TEP Activities under this TEP MOA.
- 2.2. The specific objectives of this TEP MOA are to:
  - 2.2.1. conduct cooperative T&E of systems of shared interest;
  - 2.2.2. share test resources through reciprocal and cooperative use of Test Facilities, ranges, and other test capabilities and testing tools;
  - 2.2.3. facilitate and enhance T&E cooperation and targeted Information exchange for cooperation in support of future defense capabilities;
  - 2.2.4. enhance interoperability between the Parties;
  - 2.2.5. conduct cooperative development of test capabilities, test procedures and methods, and test standards and criteria;
  - 2.2.6. promote defense T&E technology and cooperation between the Parties; and
  - 2.2.7. enhance capability and reduce overall Costs and risks for both Parties through the sharing of Information, including future defense requirements and current and future technological developments.
- 2.3. Detailed terms and conditions of each PA, E&MTA, and WG Terms of Reference (TOR) shall be consistent with this TEP MOA. Each PA, E&MTA, and WG TOR shall include specific provisions concerning the objectives, scope of work, sharing of work, management structure, financial arrangements, and classification for the applicable PA, E&MTA, or WG TOR in accordance with the formats set forth in Annex A (Model Reciprocal Use of Test Facilities (RUTF) Project Agreement (PA)), Annex B (Model Cooperative Test and Evaluation (CTE) Project Agreement (PA)), Annex C (Model Cooperative Project Personnel (CPP)), Annex D (Model Equipment and Material Transfer

Agreement (E&MTA)), and Annex E (Model Working Group (WG) Terms of Reference (TOR)) to this TEP MOA, to the extent applicable and practical.

- 2.4. The Parties intend to use their best efforts to accommodate T&E requirements of the other Party. Each Party may, however, decline to conduct a proposed TEP Activity in its country on a case-by-case basis.

## ARTICLE III

### SCOPE OF WORK

- 3.1. The scope of work for this TEP MOA shall encompass collaboration in T&E potentially leading to new or improved defense capabilities. TEP Activities may encompass one or more of the following:
  - 3.1.1. accommodation of testing requirements on a reimbursable basis under the provisions of a RUTF PA. This may include access to, or transfer of, test instrumentation and other testing tools;
  - 3.1.2. conduct of cooperative T&E of systems of shared interest under the provisions of a CTE PA;
  - 3.1.3. conduct of joint tests to advance test technology;
  - 3.1.4. cooperative development of new or existing test instrumentation, equipment, other testing tools, and Test Facilities;
  - 3.1.5. cooperative development of testing criteria, standards, and procedures;
  - 3.1.6. exchange of Information on T&E policy, testing criteria, standards and procedures, and other test-related or test-derived Information including, but not limited to, doctrine, tactics, and operational requirements;
  - 3.1.7. transfer of test technologies and procedures;
  - 3.1.8. familiarization with each other's facilities and identification of potential cooperative T&E opportunities; and
  - 3.1.9. assistance from Party personnel to improve test capabilities and support the conduct of TEP Activities between the Parties.
- 3.2. Activities under this TEP MOA shall be pursued bilaterally.
- 3.3. The following mechanisms shall be used to undertake the TEP Activities described in paragraph 3.1. of this Article:
  - 3.3.1. TEP PAs and E&MTAs:
    - 3.3.1.1. RUTF PA: This type of PA shall be established pursuant to Annex A (Model Reciprocal Use of Test Facilities (RUTF) Project Agreement (PA)) to this TEP MOA, to the extent applicable and practicable. Submission of a Project proposal by the Customer Party to request Approval in Principle (AIP) from the Performing Party shall be required prior to negotiating a RUTF PA.

3.3.1.2. CTE PA: This type of PA shall be established pursuant to Annex B (Model Cooperative Test and Evaluation (CTE) Project Agreement (PA)) to this TEP MOA, to the extent applicable and practicable. Submission of a Project proposal to request AIP or other authorization, as appropriate, may be required prior to negotiating a CTE PA.

3.3.1.3. E&MTA: The Parties recognize that it may be necessary to transfer Equipment and Material for the purpose of implementing this TEP MOA, but not for the purposes of a specific PA. In such cases, the Customer Parties shall enter into an E&MTA using the format set forth in Annex D (Model Equipment and Material Transfer Agreement (E&MTA)) to this TEP MOA, to the extent applicable and practicable.

3.3.2 Information may be exchanged to identify cooperative activities of mutual interest and to assist in formulating, developing, and negotiating potential PAs, E&MTAs, and WG TORs under this TEP MOA. This includes, but is not limited to, the exchange of defense-related T&E Information necessary to define and support TEP Activities.

3.3.3. WGs may be established to harmonize the Parties' T&E requirements and exchange Information to determine the feasibility of further cooperation via a PA or an E&MTA. WGs shall be limited in scope to a well-defined area and shall endeavor to assess the issue based on Information provided by the Parties in such a way as to arrive at a jointly determined position within a set time period. WGs shall have their own written TOR using the format set out in Annex E (Model Working Group (WG) Terms of Reference (TOR)) to this TEP MOA, to the extent applicable and practical. Unless and until Information exchanged in WGs is used in a PA or an E&MTA, the receiving Party shall use such Information only for information and evaluation purposes.

3.3.4. Familiarization visits may occur, in accordance with Article XI (Visits to Establishments) of this TEP MOA, to promote awareness of the other Party's Test Facilities and test capabilities and to identify areas of potential TEP Activities under this TEP MOA.

3.3.4.1. Visits may include observation of test-related activities.

3.3.4.2. Visits may include feasibility assessments pursuant to development of PAs or E&MTAs.

- 3.4. Individual CTE PAs may provide for the assignment of Cooperative Project Personnel (CPP) from one Party to facilities of the other Party to participate in the CTE Project. Such CTE PAs shall incorporate by reference the provisions of Annex C (Cooperative Project Personnel (CPP)) to this TEP MOA.
- 3.5. Execution of acquisition or production programs (other than Equipment and Material acquired for use in a TEP Activity) that may be proposed as a result of cooperation under

TEP Activities under this TEP MOA are outside the scope of this TEP MOA and shall require conclusion of separate agreements.

- 3.6. This TEP MOA does not preclude the Parties from entering into any other agreement in the area of test and evaluation.

## ARTICLE IV

### MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

- 4.1. This TEP MOA shall be directed and administered on behalf of the Parties by the Agreement Directors (ADs) and Management Agents (MAs). The Project Officers (POs) or WG leads shall be designated by Parties to a TEP Activity. The Parties shall maintain and fund their own organizations for managing this TEP MOA. There is no intent to establish a standing management organization for this TEP MOA.
- 4.2. The Director, Operational Test and Evaluation, for the U.S. DoD (or successor in the event of reorganization) is designated the U.S. DoD Agreement Director (U.S. AD). The Deputy Director General of the NO MOD (or successor in the event of reorganization) is designated the Norwegian Agreement Director (Norwegian AD). The ADs shall be responsible for:
  - 4.2.1. Monitoring implementation of this TEP MOA and exercising executive-level oversight;
  - 4.2.2. Monitoring the overall use and effectiveness of the TEP MOA;
  - 4.2.3. Approving PAs, in accordance with this TEP MOA and national policies and procedures;
  - 4.2.4. Establishing E&MTAs in accordance with this TEP MOA and national policies and procedures;
  - 4.2.5. Recommending and approving amendments to this TEP MOA, and amendments to PAs under this TEP MOA; and
  - 4.2.6. Resolving issues brought forth by the Management Agents (MAs).
- 4.3. The Principal Deputy Director, Operational Test and Evaluation (or successor or designee), is designated the U.S. MA. The Assistant Chief of Staff, Plans and Development (or successor or designee), is designated the Norwegian MA. The MAs shall be responsible for:
  - 4.3.1. Establishing a management structure for each PA, considering its scope and the requirement for a Steering Committee (SC);
  - 4.3.2. Providing administrative direction to SCs (or POs if no SC is established), in addition to those in paragraph 4.5. of this Article;
  - 4.3.3. Designating a point of contact for exchange of Information to support the development of potential TEP Activities in accordance with subparagraph 3.3.2. of Article III (Scope of Work) of this TEP MOA;

- 4.3.4. Approving and signing TORs for WGs in accordance with subparagraph 3.3.3. of Article III (Scope of Work) of this TEP MOA, subject to any applicable national requirements for authorization of TOR signature;
  - 4.3.5. Resolving issues brought forth by the SC or, if no SC is established, by the POs;
  - 4.3.6. Approving plans for disposal of jointly acquired Equipment and Material, if no SC is established, in accordance with Article VIII (Equipment and Material Transfers) of this TEP MOA;
  - 4.3.7. Approving in principle familiarization visits pursuant to subparagraph 3.3.4. of Article III (Scope of Work) of this TEP MOA, and consistent with the national policies and procedures of the Parties;
  - 4.3.8. Approving assignment of personnel working on a CTE Project at the other Party's facilities in accordance with the provisions set out in Annex C (Cooperative Project Personnel (CPP)) to this TEP MOA;
  - 4.3.9. Employing their best efforts to resolve, in consultation with the export control authorities of the Parties, any export control issues raised by the POs or a SC;
  - 4.3.10. Monitoring Third Party sales and transfers authorized in accordance with Article XIII (Third Party Sales and Transfers) of this TEP MOA;
  - 4.3.11. Providing oversight of financial, performance, and schedule matters, and resolving issues brought forth by the POs, if no SC is established;
  - 4.3.12. Ensuring that a Project Security Instruction (PSI) and Classification Guide (CG) for a PA or E&MTA are prepared by the POs and approved by the respective Designated National Security Authorities (DSAs) prior to the transfer of Classified Information or Controlled Unclassified Information;
  - 4.3.13. Recommending to the AD approval of PAs, E&MTAs, amendments to PAs, and amendments to this TEP MOA;
  - 4.3.14. Establishing and approving the detailed financial procedures of a CTE PA through an Financial Management Procedure Document (FMPD) in the event that one Party contracts on behalf of the other Party or on behalf of both Parties; and
  - 4.3.15. Establishing and maintaining an overarching T&E capabilities list for the conduct of T&E in each Party's country.
- 4.4. The MAs (or their designees), SCs, and POs shall meet as required, or at intervals not to exceed 24 months, alternately in the United States and Norway. All organizational, administrative, and secretarial Costs associated with a meeting of the MAs shall be borne

by the hosting Party for that particular meeting. The chairperson for each meeting shall be the senior official of the hosting Party. During such meetings, all decisions shall be made by mutual agreement. In the event that the Parties are unable to reach a timely decision on an issue, each Party shall refer the issue to its AD for resolution. In the meantime, the approved TEP Activity shall continue to be implemented without interruption under the direction of the POs while the issue is being resolved by the ADs.

- 4.5. For Projects in which one Party involved in a PA contracts on behalf of the other Party for tasks under that Project, an SC shall be established. If an SC is established under a Project, it shall be responsible for:
  - 4.5.1. Providing policy and management direction to the POs during PA execution;
  - 4.5.2. Monitoring overall implementation, including technical, Cost, schedule, and performance against requirements;
  - 4.5.3. Approving plans for transfers of Equipment and Material or disposal of jointly acquired or developed Equipment and Material, in accordance with Article VIII (Equipment and Material Transfers) and Article XIII (Third Party Sales and Transfers) of this TEP MOA;
  - 4.5.4. Resolving issues brought forth by the POs;
  - 4.5.5. Maintaining oversight of the security aspects of a Project, including appointment of a Project security officer;
  - 4.5.6. Establishing and approving the detailed financial procedures of a PA through a FMPD, as required;
  - 4.5.7. Reporting status and activity of assigned PAs as requested by MAs and ADs;
  - 4.5.8. Approving the Project Plan, and any revisions thereto, submitted by the PO in accordance with subparagraph 4.6.13. of this Article, and reviewing the technical progress of the Project against the Project Plan. The Project Plan shall contain the information necessary to achieve Project objectives, including, but not limited to, the following elements:
    - 4.5.8.1. Detailed scope of work and corresponding work schedule, as appropriate.
    - 4.5.8.2. References to applicable acquisition approval processes and documents.
- 4.6. In accordance with the provisions of any PA, the POs shall have the responsibilities under paragraph 4.5. of this Article, if no SC is established for the PA. In accordance with the provisions of the PA, POs shall:

- 4.6.1. Have primary responsibility for effective implementation, efficient management, and direction of their assigned PAs including technical, Cost, and schedule performance against requirements;
- 4.6.2. Appoint a Project security officer;
- 4.6.3. Report status and activity of assigned PAs to the SC, or to the MAs if no SC is established;
- 4.6.4. Manage the security aspects of the PA, including developing and forwarding, through the SC, if one is established, and the MA for Designated Security Authority (DSA) approval, the PSI, and CG for PAs that contain provisions for the generation or exchange of Classified Information or Controlled Unclassified Information, as appropriate;
- 4.6.5. Monitor export control agreements required to implement any PA and, if applicable, immediately refer to the SC, or if no SC is established, to the MAs any export control issues that could adversely affect the implementation of the PA;
- 4.6.6. Recommend the assignment of CPP to a CTE Project at the other Party's facilities in accordance with the provisions set out in Annex C (Cooperative Project Personnel (CPP)) to this TEP MOA;
- 4.6.7. Maintain a list of all Equipment and Material transferred by the Parties;
- 4.6.8. Execute the financial aspects of the PA in accordance with Article V (Financial Provisions) of this TEP MOA;
- 4.6.9. Forward issues, where necessary, to the SC, or if no SC is established, to the MAs for resolution;
- 4.6.10. Carry out any additional obligations set out in the PA;
- 4.6.11. Develop a Project Plan, and any necessary revisions thereto, as described in subparagraph 4.5.8. of this Article; submit the Project Plan and any revisions thereto for MA or, if one is established, SC approval; and implement the Project Plan and any revisions upon MA, or if one is established, SC approval;
- 4.6.12. Provide the approved Project Plan, and any approved revisions thereto, to the Contracting Officer;
- 4.6.13. Inform the SC immediately of any risk of cost growth beyond the FMPD approved by the SC, or schedule change or performance problems under the Project Plan; and

- 4.6.14. Prepare the Project Closure Report and forward to the MAs by the date indicated in the PA.
- 4.7. In accordance with the provisions of an approved CTE PA, and provisions set out in Annex C (Cooperative Project Personnel (CPP)) to this TEP MOA, one Party may assign CPP to the other Party's Test Facility to assist in the implementation of an approved CTE PA.
- 4.8. In accordance with the provisions of Article VI (Contracting Provisions), Article IX (Disclosure and Use of Information), Article X (Controlled Unclassified Information), and Article XII (Security) of this TEP MOA, the Parties may provide Contractor Support Personnel to assist in the development of or, upon entry into effect, implementation of a PA, subject to national policies and procedures. It is the responsibility of the Parties to ensure Contract provisions accord or, through supervision, meet all obligations under this TEP MOA and applicable PAs.

## ARTICLE V

### FINANCIAL PROVISIONS

- 5.1. This TEP MOA itself creates no financial obligations regarding any TEP Activity. Detailed descriptions of the financial provisions for a specific Project, including the total Cost of the Project and each Party's Cost share, shall be contained in each specific PA.
- 5.2. For RUTF PAs, charges shall be determined on a case-by-case basis and specified in the RUTF PA. The Performing Party's charges may consist of Direct Costs and applicable Indirect Costs. Direct Costs chargeable to the Customer Party, except for the Cost of military personnel, shall not be greater than what one component of the Performing Party would charge to another component of the Performing Party for the type and scope of the services provided. If required, Indirect Costs may also be charged depending on the nature and specifics of the effort.
- 5.3. Each Party shall contribute its equitable share of the full Financial and Non-financial Costs of each CTE PA, as prescribed in the CTE PA, including overhead Costs, administrative Costs, and costs of claims (in accordance with Article XIV (Liability and Claims) of this TEP MOA), and shall receive an equitable share of the results of each CTE PA.
- 5.4. For each PA, the POs shall be responsible for establishing the detailed financial management procedures under which the Project shall operate. Where necessary, these procedures shall be detailed in a FMPD proposed by the POs and subject to the approval of the PA's SC, if one is established, or alternatively, the MA of the Customer Party.
- 5.5. Both Parties shall perform, or shall have performed, their tasks and shall use their best efforts to perform the tasks within the Cost estimates specified in each PA. Both Parties shall bear the full Costs they incur for performing, managing, and administering their own activities under this TEP MOA and participation in each PA, including their share of the Costs of any Contracts under paragraph 5.11. of this Article.
- 5.6. The following Costs shall be borne entirely by the Party incurring the Costs or on whose behalf the Costs are incurred, as mutually determined:
  - 5.6.1. Costs associated with national representation at meetings and WGs;
  - 5.6.2. Costs associated with making, managing, and administering any Information exchanges under this TEP MOA;
  - 5.6.3. Costs associated with any unique national requirements identified by a Party; and
  - 5.6.4. Any other Costs not expressly stated as shared Costs.

- 5.7. For E&MTAs under this TEP MOA:
- 5.7.1. There shall be no charge for the loan of Equipment and Material or for the Test Report.
  - 5.7.2. Both Parties shall fully bear all Costs they incur for performing, managing, and administering its activities under the E&MTA.
- 5.8. Unless otherwise mutually determined in this TEP MOA or a CTE PA, the Parent Party shall bear all costs related to its CPP assigned to the other Party's facilities, including, but not limited to:
- 5.8.1. All pay and allowances of its CPP;
  - 5.8.2. Transportation of the CPP, the CPP's dependents, and their personal property to the place of assignment in the Host Party's nation prior to the CPP's commencement of a duty posting;
  - 5.8.3. Return transportation of the CPP, the CPP's dependents, and their personal property, from the place of assignment in the Host Party's nation upon completion or termination of the duty posting;
  - 5.8.4. Compensation for loss of, or damage to, the personal property of CPP or the CPP's dependents, subject to the Parent Party's national policies and procedures;
  - 5.8.5. Preparation and shipment of remains and funeral expenses in the event of the death of the CPP or the CPP's dependents; and
  - 5.8.6. Other Costs as mutually determined.
- 5.9. A Party shall promptly notify the other Party if available funds shall not be adequate to fulfill its obligations as agreed under a PA or E&MTA. If it appears that the Cost estimates, or ceiling, in a PA or E&MTA shall be exceeded, or if a Party notifies the other Party that it is terminating or reducing its funding for a Project, both Parties shall immediately consult with a view toward continuation on a modified basis.
- 5.10. The Parties recognize that it may become necessary for one Party to incur contractual or other obligations for the benefit of the other Party or both of the Parties prior to receipt of the other Party's funds. In the event that one Party incurs such contractual or other obligations, the other Party shall pay its equitable share of the Contract or other obligation, and shall make such funds available in such amounts and at such times as may be required by the Contract or other obligation and shall pay its equitable share of any damages and costs that may accrue from the performance of or cancellation of the Contract or other obligation in advance of the time such payments, damages, or costs are due.

- 5.11. Each Party shall be responsible for the audit of their activities or their Contractors' activities pursuant to a PA. A Party's audits shall be in accordance with its own national practices and the FMPD. For CTE PAs efforts where funds are transferred between the Parties, the receiving Party shall be responsible for the internal audit regarding administration of the other Party's funds in accordance with the receiving Party's national practices. Audit reports of such funds shall be made available promptly by the receiving Party to the other Party.

## ARTICLE VI

### CONTRACTING PROVISIONS

- 6.1. If either Party determines that Contracting is necessary to fulfill that Party's obligations under Article III (Scope of Work) of a PA under this TEP MOA, that Party shall contract in accordance with its respective national laws, regulations, and procedures.
- 6.2. When one Party individually contracts on its own behalf to perform a task under a PA to this TEP MOA, it shall be solely responsible for its own Contracting, and the other Party shall not be subject to any liability arising from such Contracts without its prior written consent.
- 6.3. The POs may make use of a Party's Contracting Agency in the event that Contracting on behalf of the other Party or both Parties is required to implement a CTE PA. The Contracting Agency so used shall place Contracts in accordance with its respective national laws, regulations, and procedures with such waivers and deviations from those regulations and procedures as its procedures permit and as deemed necessary to implement the CTE PA. The Contracting Party's Contracting Officer shall be the exclusive source for providing contractual direction and instructions to Contractors for Contracts awarded by that Party.
- 6.4. For all Contracting activities performed by either Party for the benefit of the other Party or both Parties, the POs shall, upon request, be provided a copy of all statements of work prior to the issuance of solicitations to ensure that they are consistent with the provisions of this TEP MOA and the applicable CTE PA. The Contracting Officer shall keep the POs advised of all significant developments associated with award and performance of Project Contracts awarded for the other Party or both Parties, and shall keep the POs advised of all financial arrangements with the prime Contractor.
- 6.5. Each Party's Contracting Agency shall insert into its prospective Contracts (and require its Contractors to insert in subcontracts) provisions that satisfy the requirements of this TEP MOA, including Article IX (Disclosure and Use of Information), Article X (Controlled Unclassified Information), Article XII (Security), Article XIII (Third Party Sales and Transfers), and Article XIX (Amendment, Termination, Entry into Effect, and Duration) of this TEP MOA, and including export control provisions in accordance with this TEP MOA, in particular paragraphs 6.6. and 6.7. of this Article. Each Party's Contracting Agency shall negotiate to obtain the rights to use and disclose Project Information required by Article IX (Disclosure and Use of Information) of this TEP MOA. During the Contracting process, each Party shall also advise Prospective Contractors of their responsibility to notify immediately their respective Party's Contracting Agency, before Contract award, if they are subject to any license or agreement that shall restrict its Government's freedom to disclose Information or permit its use, and to employ their best efforts not to enter into any new agreement or agreement that shall result in restrictions.

- 6.6. Each Party shall legally bind its Contractors to a requirement that the Contractor shall not retransfer or otherwise use export-controlled Information furnished by the other Party for any purpose other than the purposes authorized under this TEP MOA. The Contractor shall also be legally bound not to retransfer the export-controlled Information to another Contractor or subcontractor unless that Contractor or subcontractor has been legally bound to limit use of the Information to the purposes authorized under this TEP MOA. Export-controlled Information furnished by one Party under this TEP MOA may only be retransferred by the other Party to its Contractors if the legal agreements required by this paragraph have been established.
- 6.7. Each Party shall legally bind its Prospective Contractors to a requirement that the Prospective Contractor shall not retransfer or otherwise use export-controlled Information furnished by the other Party for any purpose other than responding to a solicitation issued in furtherance of the purposes authorized under this TEP MOA. Prospective Contractors shall not be authorized use for any other purpose if they are not awarded a Contract. The Prospective Contractors shall also be legally bound not to retransfer the export-controlled Information to a prospective subcontractor unless that prospective subcontractor has been legally bound to limit use of the export-controlled Information for the purpose of responding to the solicitation. Export-controlled Information furnished by one Party under this TEP MOA may only be retransferred by the other Party to its Prospective Contractors if the legal agreements required by this paragraph have been established. Upon request by the furnishing Party, the receiving Party shall identify its Prospective Contractors and prospective subcontractors receiving such export-controlled Information.
- 6.8. In the event a Party's Contracting Agency is unable to secure adequate rights to use and disclose Project Information as required by Article IX (Disclosure and Use of Information) of this TEP MOA, or is notified by Contractors or Prospective Contractors of any restrictions on the disclosure and use of Project Information, that Party's Contracting Agency shall refer the matter to the SC, or to the MAs if no SC is established, for resolution.
- 6.9. Each Party's PO shall promptly advise the other Party's PO of any anticipated or actual Cost growth, schedule changes, delay, or performance problems under any Contract for which its Contracting Agency is responsible.
- 6.10. Upon mutual consent, consistent with Article II (Objectives) of this TEP MOA, a Party may contract for the unique national requirements of the other Party.

## ARTICLE VII

### WORK SHARING

- 7.1. No requirement shall be imposed on either Party for work sharing or other industrial or commercial compensation in connection with this TEP MOA or applicable PA that is not in accordance with this TEP MOA or the applicable PA.

## ARTICLE VIII

### EQUIPMENT AND MATERIAL TRANSFERS

- 8.1. Each Party may provide, without charge to the other Party, such Equipment and Material identified as being necessary for implementing a PA. Such Equipment and Material shall remain the property of the providing Party. The PA shall provide specific details of any transfer of Equipment and Material. Equipment and Material identified at the time of PA signature shall be specified in the PA pursuant to Article X (Equipment and Material Transfer) of Annex A (Model Reciprocal Use of Test Facilities (RUTF) Project Agreement (PA)) or Article XI (Equipment and Material Transfer) of Annex B (Model Cooperative Test and Evaluation (CTE) Project Agreement (PA)) to this TEP MOA. Equipment and Material that cannot be identified at the time of PA signature shall be documented, when identified, in a list to be developed and maintained by the POs. Approval for all Equipment and Material Transfers shall be in accordance with national policies and procedures.
- 8.2. For E&MTAs concluded pursuant to Annex D (Model Equipment and Material Transfer Agreement (E&MTA)) to this TEP MOA, the providing Party may transfer, without charge to the receiving Party, Equipment and Material for T&E purposes. Approval for all E&MTAs shall be in accordance with national policies and procedures. The receiving Party of the Equipment and Material, in accordance with the provisions of this TEP MOA and its national policies and procedures, shall provide without charge the results of any T&E to the providing Party, including the final Test Report.
- 8.3. The providing Party shall make every effort to ensure that the Equipment and Material is furnished in a serviceable and usable condition according to its intended purpose. However, the providing Party makes no warranty or guarantee of fitness of the Equipment and Material for a particular purpose or use, and makes no commitment to alter, improve, or adapt the Equipment and Material, or any part thereof.
- 8.4. The receiving Party shall maintain any transferred Equipment and Material in good order, repair, and operable condition. Unless the providing Party has authorized the Equipment and Material to be expended or otherwise consumed without reimbursement to the providing Party, the receiving Party shall return the Equipment and Material to the providing Party in as good condition as received, normal wear and tear excepted, or return the Equipment and Material and pay the Cost to restore it. If the transferred Equipment and Material is damaged beyond economical repair, the receiving Party shall return the Equipment and Material to the providing Party (unless otherwise specified in writing by the providing Party) and pay the replacement value as computed pursuant to the providing Party's national policies and procedures. If the Equipment and Material is lost, unintentionally destroyed, damaged beyond economical repair, or stolen while in the custody of the receiving Party, the receiving Party shall issue a certificate of loss to the providing Party and pay the replacement value as computed pursuant to the providing Party's national policies and procedures.

- 8.5. The providing Party, at its expense, shall deliver Equipment and Material to the receiving Party at a mutually determined location. Possession of, and responsibility for, the Equipment and Material shall pass from the providing Party to the receiving Party at the time of receipt of the Equipment and Material. Any further transportation responsibility shall be specified in the appropriate PA or E&MTA.
- 8.6. All Equipment and Material that is transferred shall be used by the receiving Party only for the purposes of carrying out the applicable PA or E&MTA, unless otherwise consented to in writing by the providing Party. In addition, in accordance with Article XIII (Third Party Sales and Transfers) of this TEP MOA, Equipment and Material shall not be retransferred to a Third Party without the prior written consent of the providing Party.
- 8.7. The providing Party shall furnish the receiving Party such Information as is necessary to enable the Equipment and Material to be used. If the providing and receiving Parties mutually determine that specific training is required for use of Equipment and Material, they shall mutually determine the appropriate agreements for the provision of such training.
- 8.8. The receiving Party shall inspect and inventory the Equipment and Material upon receipt. The receiving Party shall also inspect and inventory the Equipment and Material prior to its return (unless the Equipment and Material is to be expended or consumed).
- 8.9. Upon expiration or termination of the transfer period specified in the PA or the E&MTA (taking into account any extension), the receiving Party shall return the Equipment and Material, at its expense, to the providing Party at a mutually determined location. Possession of, and responsibility for, the Equipment and Material shall pass from the receiving Party to the providing Party at the time of its receipt. Any further transportation is the responsibility of the providing Party.
- 8.10. The receiving Party shall give the providing Party written notice of consumption or expenditure of Equipment and Material approved for such consumption or expenditure. In the event the intended consumption or expenditure does not occur, the receiving Party shall return the Equipment and Material to the providing Party as specified in the PA or E&MTA.
- 8.11. The Parties shall ensure, by all reasonable means, the protection of Intellectual Property rights in Equipment and Material and any associated documentation.
- 8.12. Each Party waives all claims against the other Party for damage to, or loss of, jointly acquired or developed Equipment and Material arising from the performance of official duties. However, if the Parties mutually decide to repair damaged jointly acquired or developed Equipment and Material in order to complete a CTE PA, the cost of such repair shall be shared in the same ratio as Financial and Non-financial Costs are shared in the CTE PA under which it is acquired or developed unless another ratio is mutually

determined to be equitable. In any case, if the Parties mutually determine that damage or loss is caused by reckless acts, reckless omission, willful misconduct, or gross negligence of one Party, the costs of any liability, including the cost of repairs, shall be borne by that one Party.

- 8.13. Any Equipment and Material that is jointly acquired or developed on behalf of the both Parties for use under a CTE PA shall be disposed of during the CTE PA, or when the CTE PA expires or is terminated, as approved and directed by the SCs, or if no SC is established, the MAs of the Parties. Jointly acquired or developed Equipment and Material shall remain the property of the Parties in the same ratio as Financial and Non-financial Costs are shared in the CTE PA under which it is acquired or developed. The Party who has custody of the jointly acquired or developed Equipment and Material shall maintain such jointly acquired Equipment and Material in good order and operable condition, normal wear and tear excepted, unless the Parties have mutually determined that it may be expended or otherwise consumed by that Party in connection with this TEP MOA and applicable CTE PA.
- 8.14. Mutually determined disposal of jointly acquired or developed Equipment and Material may include a transfer of the interest of one Party in such Equipment and Material to the other Party, or the sale or transfer of such Equipment and Material to a Third Party, in accordance with Article XIII (Third Party Sales and Transfers) of this TEP MOA. For the purpose of this paragraph, a Contractor of a TEP MOA Party shall be considered a Third Party. Both Parties shall share the consideration from jointly acquired or developed Equipment and Material transferred or sold in the same ratio as Financial and Non-financial Costs are shared in the CTE PA under which the Equipment and Material was jointly acquired or developed.

## ARTICLE IX

### DISCLOSURE AND USE OF INFORMATION

#### 9.1. General

9.1.1. Both Parties recognize that successful collaboration depends on full and prompt exchange of Information necessary for carrying out each TEP Activity. The Parties intend to acquire sufficient Information and rights to use such Information to promote the objectives of this TEP MOA. The nature and amount of Information to be acquired shall be consistent with the objectives stated in Article II (Objectives) and Article III (Scope of Work) of this TEP MOA and all documents underlying a TEP Activity.

9.1.2. The following export control provisions shall apply to the transfer of Information:

9.1.2.1. Transfer of Information shall be consistent with the furnishing Party's applicable export control laws and regulations;

9.1.2.2. Unless otherwise restricted by duly authorized officials of the furnishing Party at the time of transfer to the other Party, all export-controlled Information furnished by one Party to the other Party may be retransferred to the other Party's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors, subject to the requirements of paragraphs 6.6. and 6.7. of Article VI (Contracting Provisions) of this TEP MOA;

9.1.2.3. Export-controlled Information may be furnished by Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of one Party's nation to the Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of the other Party's nation pursuant to this TEP MOA, subject to the conditions established in licenses or other approvals issued by the Government of the furnishing Party in accordance with its applicable export control laws and regulations;

9.1.2.4. If a Party finds it necessary to exercise a restriction on the retransfer of export-controlled Information as set out in subparagraph 9.1.2.2. of this Article, it shall promptly inform the other Party. If a restriction is then exercised and the affected Party objects, that Party's MA shall notify promptly the other Party's MA and they shall immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects; and

9.1.2.5. The Parties shall use their best efforts to facilitate timely export authorizations related to the scope of work under this TEP MOA.

9.2 The following provisions shall apply to Information Exchange, WGs, and Familiarization Visits:

9.2.1. The disclosure and use provisions that govern Information exchanges, WGs, and familiarization visits authorized in subparagraphs 3.3.2., 3.3.3., and 3.3.4., respectively, of Article III (Scope of Work) of this TEP MOA, are as follows:

9.2.1.1. Disclosure: Each Party in a TEP Activity, upon request, shall disclose to the other Party any relevant Information to the TEP Activity, provided that:

9.2.1.1.1. Such Information is necessary to or useful in that TEP Activity, with the furnishing Party determining whether it is “necessary to” or “useful in” that TEP activity;

9.2.1.1.2. Information subject to Intellectual Property rights may be disclosed only without incurring liability to holders of Intellectual Property rights;

9.2.1.1.3. Disclosure is consistent with national disclosure policies and regulations of the furnishing Party; and

9.2.1.1.4. Any disclosure or transfer of such Information to Contractors is in accordance with the furnishing Party’s export control laws and regulations.

9.2.1.2. Use: Use of Information shall be for information and evaluation purposes only. The receiving Party shall not disclose such Information to Contractors or any other persons, other than its Contractor Support Personnel (or as otherwise specified by the furnishing Party), or use the Information in any other way without the specific prior written consent of the furnishing Party.

9.3. The following provisions shall apply to RUTF PAs:

9.3.1. Foreground Information

9.3.1.1. Use: The Customer Party’s use of Information shall be for Defense Purposes and shall retain all its rights of use thereto; the Party generating Government Foreground Information through an RUTF PA shall also retain all its rights of use thereto. If the Customer Party requires disclosure and use of Information for additional purposes, those purposes shall be specified in the Special Provisions article of the RUTF PA.

9.3.1.2. The Performing Party's use of Foreground Information shall be for information and evaluation purposes only.

9.3.1.3. Disclosure: The Performing Party shall not disclose such Foreground Information to Contractors or any other persons, other than its Contractor Support Personnel, (or as otherwise specified by the furnishing Party) without the specific prior written consent of the furnishing Party;

#### 9.3.2. Background Information

9.3.2.1. Use: The Performing Party's use of Background Information shall be for Project Purposes. Prior written permission from the Customer Party shall be required for any other use by the Performing Party; and

9.3.2.2. Disclosure: The Performing Party shall not disclose Background Information provided by the Customer Party to Contractors or any other persons, other than its Contract Support Personnel (or as otherwise specified by the Customer Party), without the specific prior written consent of the Customer Party.

#### 9.4. The following provisions apply to CTE PAs and E&MTAs:

##### 9.4.1. Government Foreground Information

9.4.1.1. Disclosure: All Project Foreground Information generated by a Party's military or civilian employees (hereinafter referred to as "Government Foreground Information") shall be disclosed promptly and without charge to both Parties.

9.4.1.2. Use: Each Party may use or have used all Government Foreground Information without charge for Defense Purposes. The Party generating Government Foreground Information shall also retain all its rights of use thereto. Any sale or other transfer to a Third Party shall be subject to the provisions of Article XIII (Third Party Sales and Transfers) of this TEP MOA.

9.4.1.3. If either Party requires disclosure and use of Information for additional purposes, those purposes shall be specified in the Special Provisions article of a CTE PA or E&MTA.

##### 9.4.2. Government Background Information

9.4.2.1. Disclosure: Each Party, upon request, shall disclose promptly and without charge to the other Party any relevant Background Information

generated by its military or civilian employees (hereinafter referred to as "Government Background Information"), provided that:

9.4.2.1.1. Such Government Background Information is necessary to or useful in the Project, with the Party in possession of the Information determining whether it is "necessary to" or "useful in" the Project;

9.4.2.1.2. Such Government Background Information may be made available only if the rights of holders of Intellectual Property rights are not infringed;

9.4.2.1.3. Disclosure of such Government Background Information is consistent with national disclosure policies and regulations of the furnishing Party; and

9.4.2.1.4. Any disclosure or transfer of such Government Background Information to Contractors is consistent with the furnishing Party's export control laws and regulations.

9.4.2.2. Use: Government Background Information furnished by one Party to the requesting Party may be used without charge by or for the requesting Party for Project purposes.

9.4.2.2.1. Subject to Intellectual Property rights held by entities other than the Customer Party, such Government Background Information may also be used for Defense Purposes by the requesting Party, without charge, when such Information is necessary for the use of Foreground Information.

9.4.2.2.2. The furnishing Party shall determine whether the Government Background Information is necessary for the use of Foreground Information.

9.4.2.2.3. If either Party requires disclosure and use of such Government Background Information for additional purposes, those purposes shall be specified in the Special Provisions article of the CTE PA or E&MTA.

9.4.2.2.4. The furnishing Party shall retain all its rights with respect to such Government Background Information.

#### 9.4.3. Contractor Foreground Information

9.4.3.1. Disclosure: Foreground Information generated and delivered by Contractors (hereinafter referred to as "Contractor Foreground

Information”) shall be disclosed promptly and without charge to both Parties.

9.4.3.2. Use: Each Party may use or have used without charge for Defense Purposes all Contractor Foreground Information generated and delivered by Contractors of the Parties. The Party whose Contractors generate and deliver Contractor Foreground Information shall also retain all its rights of use thereto in accordance with the applicable Contracts. Any sale or other transfer to a Third Party of Contractor Foreground Information shall be subject to the provisions of Article XIII (Third Party Sales and Transfers) of this TEP MOA.

#### 9.4.4. Contractor Background Information

9.4.4.1. Disclosure: A Contracting Party shall make available to the other Party promptly and without charge all Background Information generated by Contractors (hereinafter referred to as “Contractor Background Information”) that is delivered under Contracts awarded in accordance with a specific PA under this TEP MOA. Any other Background Information that is generated by Contractors and that is in the possession of one Party shall be made available promptly and without charge to the other Party, upon its request, provided the following conditions are met:

9.4.4.1.1. Such Contractor Background Information is necessary to or useful in the Project, with the Party in possession of the Information determining, after consultation with the requesting Party, whether it is "necessary to" or "useful in" the Project;

9.4.4.1.2. Such Contractor Background Information may be made available only if the rights of holders of Intellectual Property rights are not infringed;

9.4.4.1.3. Disclosure of such Contractor Background Information is consistent with national disclosure policies and regulations of the furnishing Party; and

9.4.4.1.4. Any disclosure or transfer of such Contractor Background Information to Contractors is consistent with the furnishing Party’s export control laws and regulations.

9.4.4.2. Use: All Contractor Background Information furnished by Contractors under Contracts awarded in accordance with a specific PA under this TEP MOA may be used by or for the receiving Party, without charge, for Project Purposes subject to any restrictions by holders of Intellectual Property Rights other than the Parties. However, where such Background Information is necessary for the use of Foreground

Information, the Parties may use the Background Information for Defense Purposes with the Foreground Information, subject to such fair and reasonable terms as may be necessary to be arranged with the Contractor in advance. In the case of Contractor Background Information furnished by Contractors under contracts let outside of this specific PA under this TEP MOA, the furnishing Party, in consultation with the requesting Party, shall determine whether such other Contractor Background Information is necessary for the use of the Foreground Information. The furnishing Party shall retain all its rights with respect to Contractor Background Information.

9.4.4.2.1. The furnishing Customer Party shall retain all its rights with respect to Contractor Background Information.

## 9.5. Alternative Uses of Information

- 9.5.1. Any Background Information provided by one Party shall be used by the other Party only for the purposes set forth in this TEP MOA or any PA or E&MTA under this TEP MOA, unless otherwise consented to in writing by the furnishing Party.
- 9.5.2. The prior written consent of both Parties shall be required for the use of Foreground Information for purposes other than those provided for in this TEP MOA any PA or E&MTA under this TEP MOA.

## 9.6. Proprietary Information and Document Marking

- 9.6.1. All Information that is subject to disclosure and use restrictions with respect to Intellectual Property rights shall be identified and marked, and shall be handled as Controlled Unclassified Information or as Classified Information, depending on its security classification.
- 9.6.2. A PSI shall contain such provisions as are necessary to ensure the protected communication of Information that is subject to Intellectual Property rights.
- 9.6.3. Information furnished under this TEP MOA, shall be marked to identify that it was furnished under this TEP MOA or TEP Activity as Background Information or Foreground Information, and also to identify the owner(s) of the Information.
- 9.6.4. The provisions of the NATO Agreement on the Communication of Technical Information for Defence Purposes, done at Brussels on October 19, 1970, and the Implementing Procedures for the NATO Agreement on the Communication of Technical Information for Defence Purposes, approved by the North Atlantic Council on January 1, 1971 (or any successor agreement and procedures), shall apply to Project Information that is subject to Intellectual Property rights.

## 9.7. Inventions and Patents

- 9.7.1. Each Party shall include in all its Contracts for a PA a provision governing the disposition of rights in regard to Inventions and Patent rights relating thereto that either:
- 9.7.1.1. Provides that the Party shall hold title to all such Project Inventions together with the right to make Patent applications for the same, free of encumbrance from the Contractor concerned; or
  - 9.7.1.2. Provides that the Contractor shall hold title (or may elect to retain title) for such Inventions together with the right to make Patent applications for the same, while securing for the Parties a license for the Project Inventions, and any Patents thereto, on terms in compliance with the provisions of subparagraph 9.7.2. of this Article.
- 9.7.2. In the event that a Contractor owns title (or elects to retain title) to any Invention, the Contracting Party shall secure for the other Party non-exclusive, irrevocable, royalty-free licenses under all Patents secured for that invention, to practice or have practiced the patented Invention throughout the world for Defense Purposes.
- 9.7.3. The provisions of subparagraphs 9.7.4. through 9.7.7. of this Article shall apply in regard to Patent rights for all Project Inventions made by the Parties' military or civilian employees, including those within Government-owned facilities, and for all Project Inventions made by Contractors for which the Contracting Party holds title or is entitled to acquire title.
- 9.7.4. When a Party has or can secure the right to file a Patent application with regard to a Project Invention, that Party shall consult with the other Party regarding the filing of such Patent application. The Party that has or receives title to such Invention shall, in other countries, file, cause to be filed, or provide the other Party with the opportunity to file on behalf of the Party holding title, Patent applications covering that Invention. A Party shall immediately notify the other Party that a Patent application has been filed. If a Party, having filed or caused to be filed a Patent application, abandons prosecution of the application or ceases maintaining the Patent granted or issued on the application, that Party shall notify the other Party of that decision and permit the other Party to continue the prosecution or maintain the Patent as the case may be.
- 9.7.5. Each Party shall be furnished with copies of Patent applications filed and Patents granted with regard to Inventions.
- 9.7.6. Each Party shall grant to the other Party a non-exclusive, irrevocable, royalty-free license under its Patents for Inventions, to practice or have practiced the Invention

throughout the world for Defense Purposes.

- 9.7.7. Patent applications to be filed, or assertions of other Intellectual Property rights, under this TEP MOA that contain Classified Information shall be protected and safeguarded in a manner no less stringent than the requirements contained in the Agreement for the Mutual Safeguarding of Secrecy of Inventions Relating to Defence and for Which Applications for Patents Have Been Made, which entered into force January 12, 1961, and its Implementing Procedures (or any successor agreement and procedures).
- 9.8. Each Party shall notify the other Party of any Intellectual Property infringement claims brought against that Party arising in the course of work performed under any TEP Activity on behalf of the other Party. Insofar as possible, the other applicable Party shall provide Information available to it that may assist in defending such claims. Each Party shall be responsible for handling such Intellectual Property infringement claims brought against it, and shall consult with the other Party during the handling, and prior to any settlement, of such claims. The Parties shall share the Costs of resolving such Intellectual Property infringement claims in proportion to their financial and non-financial contributions for that work specified in the TEP Activity. For TEP Activities that do not include a stated financial and non-financial contribution for the work, the Parties involved in that TEP Activity shall consult to determine an equitable share in the cost of such a claim.
- 9.9. The Parties shall, as permitted by their national laws, regulations, and practices, give their authorization and consent for all use and manufacture in the course of work performed under a Project of any Invention covered by Patent. Further, the Parties shall, as permitted by their national laws, regulations, and practices, give their authorization and consent for all use in the course of work performed under a TEP Activity, of non-commercial copyright granted or otherwise provided by their respective countries.

## ARTICLE X

### CONTROLLED UNCLASSIFIED INFORMATION

- 10.1. Except as otherwise provided in this TEP MOA or as authorized in writing by the originating Party, Controlled Unclassified Information provided or generated pursuant to this TEP MOA and any of its TEP Activities shall be controlled as follows:
  - 10.1.1. Such Information shall be used only for the purposes authorized according to Article IX (Disclosure and Use of Information) of this TEP MOA;
  - 10.1.2. Access to such Information shall be limited to personnel whose access is necessary for the permitted use under subparagraph 10.1.1. of this Article, and shall be subject to the provisions of Article XIII (Third Party Sales and Transfers) of this TEP MOA; and
  - 10.1.3. Each Party shall take all lawful steps available to it, including national classification, to keep such Information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 10.1.2. of this Article, unless the originating Party 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 shall be given to the originating Party.
- 10.2. To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked to ensure its “in confidence” nature. The Parties’ export-controlled Information shall be marked in accordance with the applicable Party’s export control markings as documented in the PSI for the applicable TEP Activity. The Parties shall also decide, in advance and in writing, on the markings to be placed on any other types of Controlled Unclassified Information and describe such markings in the PSI.
- 10.3. Controlled Unclassified Information provided or generated pursuant to this TEP MOA and any of its TEP Activities shall be handled in a manner that ensures control as provided for in paragraph 10.1. of this Article.
- 10.4. Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Parties shall ensure the Contractors are legally bound to control such Information in accordance with the provisions of this Article.

## ARTICLE XI

### VISITS TO ESTABLISHMENTS

- 11.1. Each Party shall permit visits to its Government establishments, agencies and laboratories, Test Facilities, and Contractor industrial facilities by employees of the other Party or by employees of the other Party's Contractors, provided that the visit is authorized by both Parties and the employees of both have the necessary and appropriate security clearances and a need-to-know.
- 11.2. All visiting personnel shall be required to comply with security regulations of the hosting Party. Any Information disclosed or made available to visiting personnel shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the provisions of this TEP MOA.
- 11.3. Requests for visits by personnel of one Party to a facility of the other Party shall be coordinated through official channels, and shall conform to the established visit procedures of the hosting Party. Requests for visits shall bear the name of this TEP MOA and the name of the Project, proposed Project, or other applicable TEP Activity.
- 11.4. Lists of personnel of each Party required to visit, on a continuing basis, facilities of the other Party shall be submitted through official channels in accordance with recurring international visit procedures.

## ARTICLE XII

### SECURITY

- 12.1. All Classified Information provided or generated pursuant to this TEP MOA, or any of its TEP Activities, shall be stored, handled, transmitted, and safeguarded in accordance with the General Security Agreement.
- 12.2. Classified Information shall be transferred only through official government-to-government channels or through channels approved by the DSAs of the Parties. Such Classified Information shall bear the level of classification and denote the country of origin, the provisions of release, and the fact that the Information relates to this TEP MOA and the applicable TEP Activities.
- 12.3. Each Party shall take all lawful steps available to it to ensure that Classified Information provided or generated pursuant to this TEP MOA or any TEP Activity is protected from further disclosure, except as permitted by this Article, unless the other Party consents to such disclosure. Accordingly, each Party shall ensure that the recipient:
  - 12.3.1. Shall 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 Party in accordance with the procedures set forth in Article XIII (Third Party Sales and Transfers) of this TEP MOA;
  - 12.3.2. Shall not use the Classified Information for other than the purposes provided for in this TEP MOA and the TEP Activity under which the Classified Information was transferred or generated; and
  - 12.3.3. Shall comply with any distribution and access restrictions on Classified Information that are provided under this TEP MOA and the TEP Activity under which the Classified Information was transferred or generated.
- 12.4. The Parties shall investigate all cases in which it is known or when there are grounds for suspecting that Classified Information provided or generated pursuant to this TEP MOA or any TEP Activities has been lost or disclosed to unauthorized persons. Each Party also shall promptly and fully inform the other Party of the details of any such occurrence, and of the final results of the investigation and of the corrective action taken to preclude recurrence.
- 12.5. The POs shall prepare a PSI and a CG for TEP Activities, as required. The PSI and the CG shall describe the methods by which TEP Activity Information shall be classified, marked, used, transmitted, and safeguarded, and shall require that markings for all export-controlled Classified Information shall include the applicable export control markings identified in the PSI in accordance with paragraph 10.2. of Section X (Controlled Unclassified Information) of this TEP MOA. The PSI and CG shall be developed by the POs within three months after the TEP Activity enters into effect. They

shall be reviewed and forwarded to the Parties' DSAs for approval and shall be applicable to all Government and Contractor personnel participating in the TEP Activity. The CG shall be subject to regular review and revision with the aim of downgrading the classification whenever this is appropriate. The PSI and the CG shall be approved by the appropriate DSAs prior to the transfer of any Classified Information or Controlled Unclassified Information.

- 12.6. The DSA of the Party that awards a classified Contract shall assume responsibility for administering within its territory security measures for the protection of the Classified Information, in accordance with its national laws, regulations, and policies. Prior to the release to a Contractor, Prospective Contractor, or subcontractor of any Classified Information received under this TEP MOA, or any TEP Activity, the DSAs or their designees shall:
  - 12.6.1. Ensure that such Contractor, Prospective Contractor, or subcontractor (and their facilities) have the capability to protect the Classified Information adequately;
  - 12.6.2. Grant a security clearance to the facilities, if appropriate;
  - 12.6.3. Grant a security clearance for all personnel with duties that require access to Classified Information, if appropriate;
  - 12.6.4. Ensure that all persons having access to the Classified Information are informed of their obligations to protect the Classified Information in accordance with national security laws and regulations and the provisions of this TEP MOA;
  - 12.6.5. Carry out periodic security inspections of cleared facilities to ensure that the Classified Information is properly protected; and
  - 12.6.6. Ensure that access to the Classified Information is limited to those persons who have a need-to-know for purposes of the TEP MOA and its TEP Activities.
- 12.7. Contractors, Prospective Contractors, or subcontractors that are determined by DSAs to be under financial, administrative, policy, or management control of nationals or entities of a Third Party, may participate in a Contract or subcontract requiring access to Classified Information provided or generated pursuant to this TEP MOA and its TEP Activities only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party shall 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 furnishing Party shall be consulted for approval prior to permitting such access. In the case of Information generated pursuant to this TEP MOA or its TEP Activities, the Parties shall consult and determine whether to permit such access.
- 12.8. For any facility in which Classified Information is to be used, the responsible Party or Contractor shall approve the appointment of an official or officials to exercise effectively the obligations for safeguarding at such facility the Classified Information pertaining to

this TEP MOA and its TEP Activities. These officials shall be responsible for limiting access to Classified Information involved in this TEP MOA and its TEP Activities to those persons who have been properly approved for access and have a need-to-know.

12.9. Each Party shall ensure that access to Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information in order to participate in any TEP Activity.

12.10. Information exchanged or generated pursuant to this TEP MOA and its TEP Activities may be classified as high as SECRET. However, Information exchanged or generated pursuant to a TEP Activity may, on a case-by-case basis, be classified as high as TOP SECRET if such exchange is sufficiently justified and processed and approved in accordance with the national disclosure policies and procedures of the Parties. The classification of the existence of any PA, E&MTA, or WG and its contents shall be stated in that PA, E&MTA, or WG TOR.

12.11. The existence of this TEP MOA is unclassified and its contents are unclassified.

## ARTICLE XIII

### THIRD PARTY SALES AND TRANSFERS

- 13.1. Except to the extent permitted in paragraphs 13.2. and 13.3. of this Article, the Parties shall not sell, transfer title to, disclose, or transfer possession of Foreground Information (or any item produced either wholly or in part from Foreground Information) or jointly acquired or produced Equipment and Material, to any Third Party without the prior written consent of the Government of the other Party. Furthermore, neither Party shall permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of the Government of the other Party. Such consent shall not be given unless the government of the intended recipient consents in writing with the Parties that it shall:
  - 13.1.1. Not retransfer, or permit the further retransfer of, any Equipment and Material or Foreground Information provided; and
  - 13.1.2. Use, or permit the use of, the Equipment and Material or Foreground Information provided only for the purposes specified by the Parties of that TEP Activity.
- 13.2. In the case of an RUTF PA, the Customer Party shall retain the right to sell, transfer title to, disclose, or transfer possession of Foreground Information generated on its behalf where that Foreground Information does not include any Foreground or Background Information of the other Party, and whose generation, test, or evaluation has not relied on the use of Equipment and Material of the other Party.
- 13.3. Both Parties in CTE PAs and E&MTAs shall retain the right to sell, transfer title to, disclose, or transfer possession of Foreground Information:
  - 13.3.1. That is generated solely by either that Party or that Party's Contractors in the performance of that Party's work allocation under Article III (Scope of Work) of a PA or E&MTA;
  - 13.3.2. That does not include any Foreground or Background Information of the other Party; and
  - 13.3.3. Whose generation, test, or evaluation has not relied on the use of Equipment and Material of the other Party.
- 13.4. In the event that questions arise as to whether the Foreground Information (or any item produced either wholly or in part from the Foreground Information) that a Party intends to sell, transfer title to, disclose, or transfer possession of to a Third Party is within the scope of paragraphs 13.2. or 13.3. of this Article, the matter shall be brought to the immediate attention of the other Party's PA PO or E&MTA point of contact. The Parties shall resolve the matter prior to any sale or other transfer of such Foreground Information

(or any item produced either wholly or in part from the Foreground Information) to a Third Party.

- 13.5. A Party shall not sell, transfer title to, disclose, or transfer possession, grant, donate, or transfer usage rights of Equipment and Material or Background Information provided by the other Party without the prior written consent of the Government of the Party that provided such Equipment and Material or Background Information. Furthermore, a Party shall not sell, transfer title to, disclose, or transfer possession of any Information provided by the other Party under a TEP Activity that was not generated under that TEP Activity without the prior written consent of the Government of the furnishing Party. The furnishing Party's Government shall be solely responsible for authorizing such transfers and, as applicable, specifying the method and provisions for implementing such transfers.

## ARTICLE XIV

### LIABILITY AND CLAIMS

- 14.1. For liability arising out of, or in connection with, TEP Activities undertaken in the performance of official duty in the execution of this TEP MOA, the following provisions shall apply:
- 14.1.1. For the armed forces and its civilian components, claims against any Party or its personnel shall be dealt with in accordance with the terms of Article VIII of the NATO SOFA.
- 14.1.2. When NATO SOFA is not applicable, the following provisions shall apply:
- 14.1.2.1. With the exception of the claims for loss of or damage to Equipment and Material, which are addressed in Article VIII (Equipment and Material Transfers) of this TEP MOA, each Party waives all claims against the other Party in respect to injury to or death of its military or civilian personnel and for damage to or loss of its property (including its interest in jointly acquired Equipment and Material) caused by such personnel of the other Party. However, if the Parties mutually determine that such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Party's military or civilian personnel, the Costs of any liability shall be borne by that Party alone.
- 14.1.2.2. Claims from any other persons for injury, death, damage, or loss of any kind caused by one of the Parties' military or civilian personnel shall be processed by the most appropriate Party, as mutually determined by the Parties. Any Costs determined to be owed to the claimant shall be borne by the Parties in the same ratios as their financial and non-financial contributions as specified in the relevant CTE PA from which the claim arose. For such claims resulting from an E&MTA or RUTF PA, the Parties shall consult and mutually determine an equitable sharing of the Cost of such claims. However, if the Parties mutually determine that such injury, death, damage, or loss results from the reckless acts or reckless omissions, willful misconduct, or gross negligence of a Party's military or civilian personnel, the Costs of any liability shall be borne by that Party alone.
- 14.2. If a person or entity, other than the Parties' military or civilian personnel, damages jointly acquired Equipment and Material, and the Cost of making good such damage is not recoverable from such person or entity, such Cost shall be borne by the Parties in the same ratios as their financial and non-financial contributions as specified in the relevant CTE PA under this TEP MOA for the work for which the jointly acquired Equipment and Material was obtained.

- 14.3. Claims arising under any Contract awarded under a PA under this TEP MOA shall be resolved in accordance with the conditions of that Contract.
- 14.4. Employees and agents of Contractors are not considered civilian personnel of a Party for the purposes of this Article.

## ARTICLE XV

### CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

- 15.1. Customs duties, import and export taxes, and similar charges shall be administered in accordance with each Party's respective laws and regulations. Insofar as existing national laws, regulations, and policies permit, the Parties shall endeavor to ensure that such readily identifiable customs duties, import and export taxes, and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out pursuant to any TEP Activity under this TEP MOA.
- 15.2. Each Party shall use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work carried out pursuant to any TEP Activity under this TEP MOA. If any such duties, taxes, or similar charges are levied in connection with a TEP Activity, the Party in whose country they are levied shall bear such Costs over and above that Party's shared Costs of the TEP Activity.

## ARTICLE XVI

### SETTLEMENT OF DISPUTES

- 16.1. Disputes between the Parties arising under or relating to this TEP MOA or any of its TEP Activities shall be resolved only by consultation between the Parties and shall not be referred to any national or international court or tribunal, or to any other person or entity for settlement.

## ARTICLE XVII

### LANGUAGE

- 17.1. The working language for this TEP MOA and its TEP Activities shall be the English language.
- 17.2. All Information generated under this TEP MOA, including TEP Activities and implementing Contracts for PAs, and provided by one Party to the other Party, shall be furnished in the English language.

## ARTICLE XVIII

### GENERAL PROVISIONS

**18.1 This MOA is not intended to conflict with the national laws of the Parties, nor with treaties that might apply to either or both Parties. In the event of conflict between this MOA and the national law or a treaty of a Party, the national law or treaty of the Party prevail.**

## ARTICLE XIX

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

- 19.1. All TEP Activities of the Parties under this TEP MOA shall be carried out in accordance with their respective national laws, regulations, and policies, including their export control laws and regulations. The obligations of the Parties shall be subject to the availability of funds for such purposes.
- 19.2. In the event of a conflict between the provisions of this TEP MOA and any Annex to this TEP MOA, the TEP MOA shall govern.
- 19.3. This TEP MOA, including its Annexes, or any PA or E&MTA under this TEP MOA may be amended by the mutual written consent of the Parties.
  - 19.3.1. Annex E (Model Working Group (WG) Terms of Reference (TOR)) to this TEP MOA may be amended by the written approval of the MAs, provided that any such amendment is consistent with this TEP MOA.
- 19.4. This TEP MOA may be terminated by the mutual written consent of the Parties. Any PA or E&MTA under this TEP MOA may be terminated at any time by the mutual written consent of the Parties. In the event the Parties consent to terminate this TEP MOA, or any PA, E&MTA, or WG TOR under this TEP MOA, the Parties shall consult prior to the date of termination to ensure termination in the most economical and equitable manner. Termination of this TEP MOA shall result in the termination of all TEP Activities, including all PAs, E&MTAs, and WGs under this TEP MOA.
  - 19.4.1. Any WG TOR may be terminated by written consent of the MAs.
- 19.5. Either Party may terminate this TEP MOA or any of its TEP Activities upon ninety (90) days written notification to the other Party of its intent to terminate. Such notice shall be the subject of immediate consultation by the ADs and MAs to decide upon the appropriate course of action to conclude the TEP Activities under this TEP MOA. In the event of such termination, the following rules apply:
  - 19.5.1. *The Party terminating the TEP MOA or any of its TEP Activities shall continue participation, financial or otherwise, up to the effective date of termination;*
  - 19.5.2. Except to Contracts awarded on behalf of both Parties, each Party shall be responsible for its own Project-related Costs associated with the termination of a PA or E&MTA under this TEP MOA. For Contracts awarded on behalf of both Parties to a CTE PA, the Party responsible for terminating the Project shall pay all Contract modification or termination costs that would not otherwise have been incurred but for the decision to terminate. In no event, however, shall a

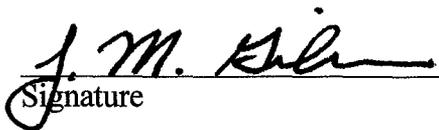
terminating Party's total financial contribution, including Contract termination costs, exceed that Party's total financial contribution for the PA being terminated, subject to the provisions of subparagraphs 14.1.2.1. and 14.1.2.2. of this TEP MOA;

- 19.5.3. All Information and rights therein received under the provisions of this TEP MOA or TEP Activity prior to termination of this TEP MOA shall be retained by the Parties, subject to the provisions of this TEP MOA and its TEP Activities;
  - 19.5.4. Additional PA or E&MTA termination provisions consistent with this Article may be established in a PA or an E&MTA under this TEP MOA; and
  - 19.5.5. Each Party to a TEP Activity shall make available to the other Party all Foreground Information generated by that Customer Party or Performing Party and its Contractors prior to termination.
- 19.7. The respective rights and obligations of the Parties regarding Article VIII (Equipment and Material Transfer), Article IX (Disclosure and Use of Information), Article X (Controlled Unclassified Information), Article XII (Security), Article XIII (Third Party Sales and Transfers), Article XIV (Liability and Claims), Article XVI (Settlement of Disputes), and this Article XIX (Amendment, Termination, Entry into Effect, and Duration) of this TEP MOA shall continue to apply notwithstanding termination or expiration of this TEP MOA or any TEP Activities.
- 19.8. This TEP MOA, which consists of an Introduction, nineteen (19) Articles, and five (5) Annexes, shall enter into effect upon signature by both Parties, and shall remain in effect for twenty-five (25) years. It may be extended by written agreement of the Parties.

The foregoing TEP MOA represents the understandings reached between the Department of Defense of the United States of America and the Ministry of Defence of the Kingdom of Norway upon the matters referred to herein.

Signed in duplicate, in the English language.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

  
Signature

J. Michael Gilmore  
Name

Director, Operational Test and  
Evaluation  
Title

DEC 22 2014  
Date

Washington, DC  
Location

The foregoing TEP MOA represents the understandings reached between the Department of Defense of the United States of America and the Ministry of Defence of the Kingdom of Norway upon the matters referred to herein.

Signed in duplicate, in the English language.

FOR THE MINISTRY OF DEFENCE OF  
THE KINGDOM OF NORWAY



\_\_\_\_\_  
Signature

Morten Tiller

\_\_\_\_\_  
Name

Deputy Secretary General  
National Armaments Director

\_\_\_\_\_  
Title



\_\_\_\_\_  
Date

Oslo

\_\_\_\_\_  
Location

***ANNEX A - MODEL***

**RECIPROCAL USE OF TEST FACILITIES (RUTF)**

**PROJECT AGREEMENT (PA) (No. XX-YYYY-NNNN\*)**

**UNDER THE MEMORANDUM OF AGREEMENT BETWEEN  
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA**

**AND**

**THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY**

**FOR**

**TEST AND EVALUATION PROGRAM (TEP) COOPERATION**

**CONCERNING**

***(Full name of project)***

***(SHORT TITLE: of project)***

***\* The Project numbers shall be structured as follows:  
XX-YYYY-NNNN where XX is a U.S. Military Department or Defense Agency  
designator such as N for Navy, A for Army, AF for Air Force, DA for DARPA,  
etc.; YYYY is the calendar year, and NNNN is a sequential number.***

## TABLE OF CONTENTS

PREAMBLE

ARTICLE

- II DEFINITIONS AND ABBREVIATIONS (*optional*)
- II OBJECTIVES
- III SCOPE OF WORK
- IV ESTIMATED TEST SCHEDULE
- V MANAGEMENT
- VI FINANCIAL PROVISIONS
- VII CONTRACTING PROVISIONS (*optional*)
- VIII LEVEL OF CLASSIFICATION
- IX PRINCIPAL ORGANIZATIONS INVOLVED
- X EQUIPMENT AND MATERIAL TRANSFERS (*optional*)
- XI SPECIAL PROVISIONS
- XII ENTRY INTO EFFECT, DURATION, AND TERMINATION

APPENDIX 1 COST ESTIMATE MODEL

## PREAMBLE

This Reciprocal Use of Test Facilities (RUTF) Project Agreement (PA) is entered into pursuant to the Memorandum of Agreement (MOA) between the Department of Defense of the United States of America (U.S. DoD) and the Ministry of Defence of the Kingdom of Norway (NO MOD) concerning Test and Evaluation Program (TEP) Cooperation, which entered into effect on \_\_\_\_\_ (*insert entry into effect date of the TEP MOA*) and remains in effect through \_\_\_\_\_, the provisions of which are hereby incorporated by reference.

## ARTICLE I

### DEFINITIONS AND ACRONYMS

***Drafting guidance: In addition to the two definitions below, define only those terms used in this RUTF PA that have not been defined in the TEP MOA. Abbreviations and acronyms shall be noted after first use within the body of the RUTF PA.***

The following definitions from the TEP MOA are repeated here for ease of reference, as they are particularly pertinent to this RUTF PA:

Project Closure Report	A short report written by the Performing Party's PO for both Parties' Management Agents (MAs) at the end of the Project identifying Project completion, major benefits, and deficiencies in completing the Project, and reconciliation of financial information.
Test Report	The final report of the test agency documenting results of data gathering and analysis, achievement of the test objectives, conclusions, and recommendations.

## ARTICLE II

### TEST AND EVALUATION (T&E) OBJECTIVES

2.1. The objectives of this \_\_\_\_\_ RUTF PA are to (*evaluate, validate, verify, certify, etc.*) \_\_\_\_\_.

ARTICLE III  
SCOPE OF WORK

3.1. Test Description:

***(Include any Customer Party and Performing Party-provided test personnel, Equipment and Material, or other assistance in this Article, and provide the applicable details in the RUTF PA.)***

3.1.1. System under test shall be exposed to ***(provide adequate general detail)***  
\_\_\_\_\_.

3.1.2. Testing environment shall simulate \_\_\_\_\_.

3.2. Test Facility Services:

***(Outline the tasks and services to be provided by the Performing Party.)***

The following TEP Activities shall be performed by \_\_\_\_\_ during a period of up to \_\_\_\_\_ days/weeks during \_\_\_\_\_.

The following support shall be provided by the Performing Party:

***(For example: Technical and analytical assistance, consultation for preparation of the test plan, qualified personnel to conduct the T&E, and any other specified support to the Customer Party.)***

3.3. Test Reporting:

***(Identify the required reports and timeline by which these reports are to be provided by the Performing Party.)***

ARTICLE IV  
ESTIMATED TEST SCHEDULE

***(Note: Procedural details of the test plan may be described in a separate document.)***

4.1. Day/Week/Month 1 (dates):

4.1.1. ***(List of activities to occur)***

4.2. Day/Week/Month 1 (dates):

4.2.1. ***(List of activities to occur)***

4.3. Day/Week/Month 1 (dates):

4.3.1. *(List of activities to occur)*

4.4. The dates and duration of the test are subject to change, within the stated duration of this PA, by the Performing Party or Customer Party. The Customer Party and Performing Party shall keep each other, and their respective MAs informed of potential schedule changes, delays, or cancellations.

4.5. A Project Closure Report shall be written by the Performing Party's Project Officer (PO) and transmitted to the Customer Party's PO and to both MAs no later than six months prior to the expiration of this PA.

## ARTICLE V

### MANAGEMENT

5.1. The Project Officers (POs) and Financial Officers are:

U.S. DoD PO	Title/Position _____
	Organization _____
	Mail Address _____
	Phone and Fax _____
	Email _____

U.S. DoD Financial Officer	Title/Position _____
	Organization _____
	Mail Address _____
	Phone and Fax _____
	Email _____

NO MOD PO	Title/Position _____
	Organization _____
	Mail Address _____
	Phone and Fax _____
	Email _____

NO MOD Financial Officer	Title/Position _____
	Organization _____
	Mail Address _____
	Phone and Fax _____
	Email _____

5.2. Project offices shall be established in \_\_\_\_\_ *(name of NO location if applicable)*, and in \_\_\_\_\_ *(name of U.S. location if applicable)*. The POs are responsible for

management of those tasks listed as national responsibilities in Article III (Scope of Work) of this RUTF PA. Direct liaison between POs is authorized. The POs, as appropriate, may develop and consent to a Project Plan.

5.3. Particular Management Procedures:

***Drafting guidance: Mention only those additional management responsibilities not covered under Article IV (Management (Organization and Responsibility)) of the TEP MOA.***

5.3.1. Command, Control, Safety and Security Considerations:

The Performing Party shall retain command and control over all facilities, personnel, Equipment and Material, and support units. Both the Performing Party and Customer Party shall adhere to the Performing Party's standard operating procedures regarding command, control, safety, and security, except where mutually determined otherwise in writing. In accordance with Article XII (Security) of the TEP MOA:

5.3.1.1. The Performing Party and Customer Party are responsible for security of all publications and reference material.

5.3.1.2. The Performing Party is responsible for the security of the test site, Equipment and Material, and publications.

5.3.1.3. The POs shall coordinate security requirements prior to all classified testing.

5.4. Upon completion of the test, the Performing Party shall provide detailed test plans and all Test Reports to the Customer Party in accordance with this PA.

## ARTICLE VI

### FINANCIAL PROVISIONS

***Drafting guidance: Mention only Costs designated for the Customer Party.***

6.1. The Cost estimate for performance of the tasks under this PA is \_\_\_\_\_ (***insert amount in the currency of the Performing Party***) at \_\_\_\_\_ (***insert date***). The cost estimate shall follow the model described in Appendix 1 (Cost Estimate Model) to this PA.

6.2. In no event shall the Performing Party exceed this Cost estimate without the prior written consent of the Customer Party. If the Performing Party has reason to believe that this Cost estimate shall be exceeded, the Performing Party shall immediately notify the Customer Party and shall set forth a new Cost estimate together with supporting documentation. The Parties shall consult as soon as possible regarding the action to be taken in view of the revised Cost estimate.

- 6.3. The Performing Party should submit a request for payment to the Customer Party at least sixty (60) days in advance of the test requiring payment of the estimated Cost. The Customer Party should review the request for payment and respond with payment no later than fifteen (15) days prior to the scheduled commencement of the test. The test effort shall not commence until the funds are received.

***(The Parties may mutually agree to adjust the time periods as necessary for each test within the stated duration of this RUTF PA.)***

- 6.4. The Performing Party shall provide a final statement of account to the Customer Party that details the actual Costs incurred and payments received from the Customer Party. After completing review of the final statement of account, the Performing Party and Customer Party shall reconcile the account and make any final payments. All final payments shall be made prior to termination of, or expiration of, this RUTF PA.
- 6.5. Financial points of contact for the Performing Party shall provide all financial details for payment no later than thirty (30) days prior to the commencement of the test. Requests for payment shall contain the following information:

Date  
PA Number  
Invoice ID  
Financial Manager's Contact Information  
Financial Coding  
Invoice Total  
Receiving Bank Name  
Receiving Bank Routing Number  
Receiving Bank Account Number

## ARTICLE VII

### CONTRACTING PROVISIONS

***Drafting guidance: Insert any special Contract provisions that are needed to supplement the standard provisions contained in this TEP MOA. Such "special" Contract provisions must be in accordance with the terms and provisions of the TEP MOA and this RUTF PA.***

***If this RUTF PA does not involve any Contracting, this Article shall be marked as "Not Applicable to this RUTF PA".***

## ARTICLE VIII

### LEVEL OF CLASSIFICATION

***Drafting guidance: Select one of the following possibilities for paragraph 8.1.:***

- 8.1. No Classified Information shall be exchanged under this RUTF PA.
- 8.1. The highest level of Classified Information exchanged under this RUTF PA is Confidential.
- 8.1. The highest level of Classified Information exchanged under this RUTF PA is Secret.
- 8.1. The highest level of Classified Information exchanged under this RUTF PA is Top Secret.
- 8.2. The existence of this RUTF PA is *[insert classification]* and its contents are *[insert classification]*.

## ARTICLE IX

### PRINCIPAL ORGANIZATIONS INVOLVED

***Drafting guidance: List the Test Facilities and other organizations of the Customer and Performing Parties.***

ARTICLE X

EQUIPMENT AND MATERIAL TRANSFER

***Drafting guidance: If the PA does not involve any Equipment and Material transfers, this Article shall be marked "NOT APPLICABLE TO THIS RUTF PA", and the remaining paragraphs of this Article shall be deleted.***

- 10.1. Both Parties have determined that the exchange of Equipment and Material is necessary for purposes of this RUTF PA.
- 10.2. In addition to the items listed in the table below, which shall be maintained by the POs, Equipment and Material that cannot be identified at the time of the RUTF PA signature shall be documented, when identified, in a list to be developed and maintained by the POs in the format below.

Providing Party	Receiving Party	Qty	Description	Part/ Stock #	Consumable/ Non-Consumable	Transfer Period	Security Classification	* Estimated Replacement Value

\* Estimated Replacement Value is a good faith estimate of the replacement value at the time of the transfer.

## ARTICLE XI

### SPECIAL PROVISIONS

- 11.1. All TEP Activities under this RUTF PA shall be carried out in accordance with both the Performing Party's and Customer Party's respective national laws, regulations, policies, and procedures, including their applicable export control laws and regulations.

***Drafting guidance: Identify any procedures, specifications, or other necessary attributes of the Project not delineated in other Articles of this RUTF PA or the TEP MOA.***

***Drafting guidance: In the event a Project Security Instruction and Classification Guide shall not be created for the Project, the following paragraph shall be used.***

- 11.2. U.S. export-controlled Information to be provided to the NO MOD under this RUTF PA shall be marked "International Traffic in Arms Regulations (ITAR)-Controlled" or "Export Administration Control Regulations (EAR) Controlled," as appropriate, or such other markings as is notified by the U.S. DoD to the NO MOD.
- 11.3. Information furnished under this RUTF PA shall be marked to identify that it was furnished under this RUTF PA as Background Information or Foreground Information, and also to identify the owner of the Information.

## ARTICLE XII

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

- 12.1. This \_\_\_\_\_ RUTF PA pursuant to the Memorandum of Agreement between the Department of Defense of the United States of America and the Ministry of Defence of the Kingdom of Norway Concerning Test and Evaluation Program (TEP) Cooperation, which entered into effect (***insert entry into effect date of the TEP MOA***), shall enter into effect upon signature of both Parties, and shall remain in effect for \_\_\_\_ years, unless mutually terminated by the Parties. It may be extended by the written mutual determination of the Parties.

***INSERT RUTF PROJECT AGREEMENT TITLE AND NUMBER HERE***

Signed in duplicate, in the English language.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

FOR THE MINISTRY OF DEFENCE OF  
THE KINGDOM OF NORWAY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Location

APPENDIX 1 – COST ESTIMATE MODEL

**COST ESTIMATE FOR THE (Name of Test)**  
**RUTF PA ID # (Insert RUTF PA Number) ... Test Period (Insert Date)**

<b>Item</b>	<b>Task Description/Service</b>	<b>Labor</b>	<b>Facility Use</b>	<b>Materials</b>	<b>Travel</b>	<b>Total</b>
<b>DIRECT COSTS</b>						
1	Test Planning					
2	Test Article Safety Inspection					
3	Test Preparation & Setup					
4	Flight Time & Flight Support					
5	Range Firings					
6	Ground Support (Telemetry & Communications)					
7	Toxic Fumes Test					
8	Human Factors Evaluation					
9	Technical / Review Meetings					
10	Secure Storage					
11	Supplies & Materials					
12	Contingences (Retest, etc.)					
13	Data Analysis					
14	Report Preparation					
15	<b>TOTAL COST</b>					

**INDIRECT COSTS**

*(Indirect Costs charged to the Customer Party shall be only those required by the Performing Party's national policies and procedures. These Costs may be itemized in a format similar to the table above.)*

***Note:** The above table is a notional example. Cost estimate tables should be tailored to align with the requirements of particular tests.*

***ANNEX B - MODEL***

**COOPERATIVE TEST AND EVALUATION (CTE)**

**PROJECT AGREEMENT (PA) (No. XX-YYYY-NNNN\*)**

**UNDER THE MEMORANDUM OF AGREEMENT BETWEEN**

**THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA**

**AND**

**THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY**

**FOR**

**TEST AND EVALUATION PROGRAM (TEP) COOPERATION**

**CONCERNING**

***(Full name of project)***

***(SHORT TITLE: of project)***

***\* The Project numbers shall be structured as follows:  
XX-YYYY-NNNN where XX is a U.S. Military Department or Defense Agency  
designator such as N for Navy, A for Army, AF for Air Force, DA for DARPA,  
etc.; YYYY is the calendar year, and NNNN is a sequential number.***

## TABLE OF CONTENTS

ARTICLE	PAGE
	PREAMBLE
I	DEFINITIONS AND ACRONYMS <i>(optional)</i>
II	TEST AND EVALUATION OBJECTIVES
III	SCOPE OF WORK
IV	SHARING OF TASKS AND ESTIMATED TEST SCHEDULE
V	MANAGEMENT
VI	FINANCIAL PROVISIONS
VII	TECHNICAL DATA EXCHANGE
VIII	CONTRACTING PROVISIONS <i>(optional)</i>
IX	LEVEL OF CLASSIFICATION
X	PRINCIPAL ORGANIZATIONS INVOLVED
XI	EQUIPMENT AND MATERIAL TRANSFERS <i>(optional)</i>
XII	SPECIAL PROVISIONS
XIII	ENTRY INTO EFFECT, DURATION, AND TERMINATION

## PREAMBLE

This Cooperative Test and Evaluation (CTE) Project Agreement (PA) is entered into pursuant to the Memorandum of Agreement (MOA) between the Department of Defense of the United States of America (U.S. DoD) and the Ministry of Defence of the Kingdom of Norway (NO MOD) concerning Test and Evaluation Program (TEP) Cooperation, which entered into effect on \_\_\_\_\_ (*insert entry into effect date of the TEP MOA*) and remains in effect through \_\_\_\_\_, the provisions of which are hereby incorporated by reference.

## ARTICLE I

### DEFINITIONS

***Drafting guidance: In addition to the two definitions below, define only those terms used in this CTE PA that have not been defined in the TEP MOA. Abbreviations and acronyms shall be noted after first use within the body of the CTE PA.***

Note to Project Officers (POs): The following definitions from the TEP MOA are repeated here for ease of reference, as they are particularly pertinent to this CTE PA:

Project Closure Report	A short report written by the Parties' POs for the Party's Management Agents (MAs) at the end of the Project identifying Project completion, major benefits, and deficiencies in completing the Project, and reconciliation of financial information.
Test Report	The final report of the test agency documenting results of data gathering and analysis, achievement of the test objectives, conclusions, and recommendations.

## ARTICLE II

### TEST AND EVALUATION OBJECTIVES

- 2.1. The objectives of this \_\_\_\_\_ CTE PA are:
  - 2.1.1. To determine the \_\_\_\_\_;
  - 2.1.2. To evaluate the \_\_\_\_\_; and
  - 2.1.3. To accomplish/improve \_\_\_\_\_.

ARTICLE III  
SCOPE OF WORK

- 3.1. The following TEP Activities shall be performed under this CTE PA:
- 3.1.1. Develop \_\_\_\_\_;
  - 3.1.2. Evaluate \_\_\_\_\_; and
  - 3.1.3. Design, fabricate, and test \_\_\_\_\_.

ARTICLE IV

SHARING OF TASKS AND ESTIMATED TEST SCHEDULE  
*(If breakdown of schedule is not included, title is "SHARING OF TASKS")*

- 4.1. The sharing of tasks shall be as follows:
- 4.1.1. The U.S. DoD shall: \_\_\_\_\_.
  - 4.1.2. The NO MOD shall: \_\_\_\_\_.
  - 4.1.3. The U.S. DoD and the NO MOD shall jointly: \_\_\_\_\_.

- 4.2. Breakdown of schedule *(optional)*:

***(Describe in general the timeline for conduct of activity for this Project. Show phases, milestones and/or decision points, but specific details can be worked out by the POs during development of the Project Plan. )***

- 4.3. The dates and duration of the test are subject to change by mutual agreement of the Parties. The Parties shall keep each other, and their respective Management Agents (MAs), informed of potential schedule changes, delays, or cancellations.
- 4.4. A final report shall be transmitted to the MAs no later than six months prior to the expiration of this CTE PA.

ARTICLE V

MANAGEMENT

**Drafting guidance: Identify the Project Steering Committee Chairs. Note: If it is intended that either Party shall contract on behalf of the other Party, a Steering Committee (SC) must be established. For CTE PAs in which an SC is not necessary, remove references to SCs and continue on with PO members as 5.1., renumbering remaining paragraphs as appropriate.**

5.1. The Steering Committee (SC) Chairs are *(if necessary)*:

U.S. DoD SC Chair Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

NO MOD SC Chair Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

5.2. The Project Officers (POs) are:

U.S. DoD PO Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

NO MOD PO Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

5.3. Project offices shall be established in \_\_\_\_\_ *(name of U.S. location if applicable)*, and in \_\_\_\_\_ *(name of NO location if applicable)*. The SC/POs are responsible for management of those tasks listed as national responsibilities in Article IV (Sharing of Tasks and Estimated Test Schedule) of this CTE PA.

5.4. Particular Management Procedures:

***Drafting guidance: Mention only those additional management responsibilities not covered under Article IV (Management (Organization and Responsibility)) of the TEP MOA.***

***Include frequency of SC meetings, etc. At least an initial SC meeting is recommended for all complex CTE PAs (e.g., in effect longer than three (3) years or involving more than \$3 million per Party).***

***For instance, if a CTE PA shall be administered by one international Project office staffed by members from both Parties, add the following paragraph:***

***Parties may assign Cooperative Project Personnel (CPP) to a Project office to assist in administering a CTE PA. The Host Party shall provide office space and administrative support to the CPP in accordance with the Host Party's normal practice. A Parent Party's assigned CPP shall be subject to the normal procedures and regulations of the Host Party. Provisions for the CPP provided are described in Annex C (Cooperative Project Personnel (CPP)), Appendix 1 (CPP Position Description), and Appendix 2 (Certification of CPP Conditions and Responsibilities) to the TEP MOA.***

## ARTICLE VI

### FINANCIAL PROVISIONS

- 6.1. Cooperative efforts of the Parties over and above the mutually determined tasks set out in this Article, Article III (Scope of Work), Article IV (Sharing of Tasks and Estimated Test Schedule), and Article VIII (Contracting Provisions) of this CTE PA shall be subject to amendment to this CTE PA or signature of a new PA.
- 6.2. The Cost of performance of the tasks under this CTE PA shall not exceed \_\_\_\_\_ U.S. dollars or \_\_\_\_\_ NO kroner.

***Drafting guidance: If a CTE PA shall involve the assignment of Cooperative Project Personnel (CPP), the PA shall include a provision that refers to paragraphs 5.8. of Article V (Financial Provisions) of the TEP MOA, identifies the Parent Party and Host Party, and specifies the number of CPP to be assigned. In addition, the CTE PA shall include the amount of financial and non-financial contribution related to CPP in one of the two alternatives below in this Article.***

***Drafting guidance for Alternative 1: If a CTE PA shall not involve one Party Contracting for the other, and no funds shall be exchanged between the Parties, use the following format for the financial agreements. Both financial and non-financial contributions should be included in the total Costs.***

#### Alternative 1

- 6.3. Each Party's total Costs for this Project are:

6.3.1. The U.S. DoD tasks shall not Cost more than \_\_\_\_\_ U.S. dollars.

6.3.2. The NO MOD tasks shall not Cost more than \_\_\_\_\_ NO kroner.

**Or:**

***Drafting guidance for Alternative 2: If a CTE PA shall involve one Party Contracting for the other Party, or if the Parties shall transfer or exchange funds between them, use the following format for the financial agreements.***

***Using the table below and whatever description is necessary, explain and demonstrate how the CTE PA shall be funded. Identify both financial and non-financial contributions (e.g., use of equipment, Background Information, or use of Test Facilities etc.), and identify the amount of funds to be transferred between the Parties, as well as the rate of currency exchange.***

Alternative 2

***(Cost of performance includes Financial and Non-financial Costs.)***

6.3. The Parties' total Costs for this Project are as follows based on a date of month/year exchange rates to U.S. dollars at \_\_\_\_\_ (month/year, usually date of negotiation):

	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Total in USD
U.S. DoD (USD)							
NO MOD (NOK)							
TOTAL IN USD							

***Drafting guidance for Alternative 2: A Financial Management Procedures Document (FMPD) shall be developed by the POs and submitted to the SC for approval if funds are transferred between the Parties. The FMPD should include, at a minimum, financial points of contact for both Parties, schedule, handling, funding levels by year, auditing procedures for monetary contributions anticipated for the CTE PA, and any approval authorization procedures for the expenditure of funds.***

ARTICLE VII

TECHNICAL DATA EXCHANGE

***Drafting guidance: Describe the technical data exchange anticipated for each of the major technologies required to effect those tests.***

## ARTICLE VIII

### CONTRACTING PROVISIONS (OPTIONAL)

***Drafting guidance: Insert any special Contract provisions that are needed to supplement the standard provisions contained in the TEP MOA. Consider specific program requirements including manufacturing Information, manner of software delivery, etc.***

***If the CTE PA does not involve any Contracting, this Article shall be marked “NOT APPLICABLE TO THIS CTE PA”.***

## ARTICLE IX

### LEVEL OF CLASSIFICATION

***Drafting guidance: Select one of the following possibilities for paragraph 9.1.:***

- 9.1. No Classified Information shall be exchanged under this CTE PA.
- 9.1. The highest level of Classified Information exchanged under this CTE PA is Confidential.
- 9.1. The highest level of Classified Information exchanged under this CTE PA is Secret.
- 9.1. The highest level of Classified Information exchanged under this CTE PA is Top Secret.
- 9.2. The existence of this CTE PA is ***[insert classification]*** and its contents are ***[insert classification]***.

## ARTICLE X

### PRINCIPAL ORGANIZATIONS INVOLVED

***Drafting guidance: List the organizations and facilities of the Parties.***

ARTICLE XI

EQUIPMENT AND MATERIAL TRANSFER (OPTIONAL)

**Drafting guidance: If the CTE PA does not involve any Equipment and Material transfers, this Article shall be marked as “NOT APPLICABLE TO THIS CTE PA” and the remaining paragraphs deleted.**

11.1. The Parties have determined that the exchange of Equipment and Material is necessary for purposes of this CTE PA. The POs shall identify and maintain a list of all Equipment and Material to be exchanged in the table below.\*

**\* Drafting guidance: Equipment and Material that cannot be identified at the time of CTE PA signature shall be documented, when identified, in a list to be developed and maintained by the POs in the format below.**

Providing Party	Receiving Party	Qty	Description	Part/ Stock #	Consumable/ Non-Consumable	Transfer Period	Security Classification	* Estimated Replacement Value

\* Estimated Replacement Value is a good-faith estimate of the replacement value at the time of the transfer.

**NOTES:**

1. **If jointly acquired Equipment and Material is an aspect of the cooperative effort under the CTE PA, provisions for the disposal of such jointly acquired Equipment and Material must be included in the CTE PA.**

## ARTICLE XII

### SPECIAL PROVISIONS

- 12.1. All activities of the Parties under this CTE PA shall be carried out in accordance with each Party's respective national laws, regulations, and policies, including their applicable export control laws and regulations.

***Drafting guidance: Identify any procedures, specifications, or other necessary attributes of the Project not delineated in other Articles of this CTE PA or the TEP MOA.***

***Drafting guidance: In the event a Project Security Instruction and Classification Guide is not required for the Project (i.e., no classified Information to be exchanged), the following paragraph shall be used:***

- 12.2. U.S. export-controlled Information to be provided to the NO MOD under this CTE PA shall be marked "International Traffic in Arms Regulations (ITAR)-Controlled" or "Export Administration Control Regulations (EAR) Controlled," as appropriate, or such other markings as notified by the U.S. DoD to the NO MOD.
- 12.3. NO export-controlled Information to be provided to the U.S. DoD under this CTE PA shall be marked as notified by the NO MOD to the U.S. DoD.
- 12.4. Information furnished under this CTE PA shall be marked to identify that it was furnished under this CTE PA as Background Information or Foreground Information, and also to identify the owner of the Information.

## ARTICLE XIII

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

- 13.1. This \_\_\_\_\_ Cooperative Test and Evaluation (CTE) Project Agreement established pursuant to the Memorandum of Agreement between Department of Defense of the United States of America and the Ministry of Defence of the Kingdom of Norway Concerning Test and Evaluation Program (TEP) Cooperation, which entered into effect on ***(insert effective date of the TEP MOA)***, and shall remain in effect through \_\_\_\_\_, shall enter into effect upon signature of both Parties and shall remain in effect for \_\_\_\_ years/months unless terminated by the Parties. It may be extended by the written mutual determination of the Parties. Any outstanding financial contributions up to the date of termination or expiration shall be paid prior to termination or expiration of this CTE PA.

***INSERT CTE PROJECT AGREEMENT TITLE AND NUMBER HERE***

Signed in duplicate, in the English language.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

FOR THE MINISTRY OF DEFENCE OF  
THE KINGDOM OF NORWAY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Location

## ***ANNEX C- MODEL***

### **COOPERATIVE PROJECT PERSONNEL (CPP)**

#### **1. Purpose and Scope**

- 1.1. This Annex to the Memorandum of Agreement (MOA) between the Department of Defense of the United States of America (U.S. DoD) and the Ministry of Defence of the Kingdom of Norway (NO MOD) Concerning Test and Evaluation Program (TEP) Cooperation, which entered into effect on \_\_\_\_\_ (***insert entry into effect date of the MOA***) and remains in effect through \_\_\_\_\_, the provisions of which are hereby incorporated by reference, establishes the provisions that shall govern the conduct of Cooperative Project Personnel (CPP). The Parent Party shall assign military members or civilian employees to the Test Facility or other office of the Host Party in accordance with Article IV (Management (Organization and Responsibility)) of the TEP MOA and this Annex. CPP must be able to perform all the responsibilities assigned to them under the TEP MOA and the relevant PA. Commencement of assignments shall be subject to any requirements that may be imposed by the Host Party or its Government regarding acceptance of CPP, such as, but not limited to, visas and visit request documentation. The Steering Committee (SC) or Project Officers (POs) shall determine the length of tour for the positions at the time of initial assignment.
- 1.2. CPP shall be assigned to the Project establishment of the Host Party for PA work and shall report to their designated supervisor regarding that work. The POs shall be responsible for the creation of a document describing the duties of each CPP position in accordance with Appendix 1 to Annex C (Cooperative Project Personnel Position Description) to the TEP MOA, which shall be subject to approval by the SC, or the PO if no SC is established. CPP shall not act as liaison officers on behalf of the Parent Party. CPP may act from time to time on behalf of their respective PO or SC member if the latter so authorizes, in writing.
- 1.3. CPP shall 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 Host Party's Government.

#### **2.0. Security**

- 2.1. The POs, or SC if one is established, shall establish the maximum level of security clearance required, if any, to permit CPP to have access to Classified Information and facilities in which Classified Information is used in accordance with the Project Security Instruction (PSI) and Classification Guide (CG). Access to Classified Information and facilities in which Classified Information is used shall be consistent with, and limited by, Article II (Objectives) and Article III

(Scope of Work) of the TEP MOA, and shall be kept to the minimum required to accomplish the work assignments.

- 2.2. The Parent Party shall file visit requests for the CPP through prescribed channels in compliance with the Host Party's procedures. As part of the visit request procedures, the Parent Party shall cause security assurances to be filed, through the Parent Party's Government embassy located in the Host Party's country, specifying the security clearances for the CPP being assigned.
- 2.3. The Host Party and Parent Party shall use their best efforts to ensure that CPP assigned to the Test Facility of the Host Party or other office or facility are aware of, and comply with, applicable laws and regulations, as well as with the requirements of Article IX (Disclosure and Use of Information), Article X (Controlled Unclassified Information), Article XI (Visits to Establishments), Article XII (Security), and Article XIX (Amendment, Termination, Entry into Effect, and Duration) of the TEP MOA and the provisions of the applicable PSI and CG. Prior to commencing assigned duties, CPP shall sign a certification concerning the conditions and responsibilities of CPP, in accordance with Appendix 2 to Annex C (Certification of Cooperative Project Personnel (CPP) Conditions and Responsibilities) to the TEP MOA.
- 2.4. CPP shall at all times be required to comply with the security and export control laws, regulations, and policies of the Host Party's Government. Any violation of security laws, regulations, and policies by CPP during their assignment shall be reported to the Parent Party for appropriate action. CPP committing violations of security and export control laws, regulations, and policies during their assignments may be withdrawn from the CPP assignment with a view toward appropriate administrative or disciplinary action by the Parent Party.
- 2.5. All Classified Information made available to CPP shall be considered as Classified Information furnished to the Parent Party, and shall be subject to all provisions and safeguards provided for in Article XII (Security) of the TEP MOA, the PSI, and the CG.
- 2.6. CPP shall not have personal custody of Classified Information or Controlled Unclassified Information unless approved by the Host Party and as authorized by the Parent Party. They shall be granted access to such Information in accordance with Article X (Controlled Unclassified Information), and Article XII (Security) of the TEP MOA, and to the PSI, during normal duty hours at the Test Facility of the Host Party or other office or facility and when access is necessary to perform PA work.
- 2.7. CPP assigned to the Test Facility of the Host Party or other office or facility shall not serve as a conduit between the Host Party and Parent Party for requests and/or transmission of Classified Information or Controlled Unclassified Information, unless specifically authorized by the PSI.

### 3.0. Technical and Administrative Matters

3.1. Consistent with the Host Party's Government laws, regulations, and policies, and subject to applicable bilateral agreements, the following shall apply:

3.1.1. CPP shall be subject to the same restrictions, conditions, and privileges as Host Party personnel of comparable rank and in comparable assignments. CPP and the CPP's authorized dependents shall be accorded:

3.1.1.1. exemption from any Host Party's Government tax on income received from the Parent Party; and

3.1.1.2. exemption from any Host Party's 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. On arrival, CPP and the CPP's dependents shall be provided briefings arranged by the establishment of the Host Party about applicable laws, orders, regulations, and customs and the need to comply with them. CPP and the CPP's dependents shall also be provided briefings arranged by the establishment of the Host Party regarding entitlements, privileges, and obligations such as:

3.2.1. Any medical and dental care that may be provided to CPP and the CPP's dependents at Host Party medical facilities, subject to the requirements of applicable laws, regulations, and policies, and any other applicable bilateral agreements;

3.2.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and the CPP's dependents, subject to the requirements of applicable laws, regulations, and any applicable bilateral agreements;

3.2.3. The Host Party shall provide, if available, housing and messing facilities for CPP and their dependents on the same basis and priority as for its own personnel. CPP, or their Parent Party, shall pay messing and housing charges to the same extent as Host Party personnel. At locations where facilities are not provided by the Host Party for its own personnel or facilities are not available, the Parent Party shall make suitable arrangements for its CPP in accordance with its national laws, regulations, and policies; and

3.2.4. CPP and their dependents shall have the responsibility of obtaining motor vehicle liability insurance coverage in accordance with the laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by CPP, the recourse shall be against such insurance.

- 3.3. The Host Party's PO, through the other office or facility, shall, in consultation with the CPP, establish standard operating procedures for CPP 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 and civilian personnel regulations and practices of the Host Party and Parent Party;
  - 3.3.3. Dress regulations, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Party and Parent Party; and
  - 3.3.4. Performance evaluations, recognizing that such evaluations shall be rendered in accordance with the Parent Party's military or civilian personnel regulations and practices.
- 3.4. CPP committing an offense under the laws of the Government of the Host Party or Parent Party may be withdrawn from the CPP assignment with a view toward further administrative or disciplinary action by the Parent Party. Disciplinary action, however, shall not be taken by the Host Party against CPP, nor shall the CPP exercise disciplinary powers over the Host Party's personnel. In accordance with a Host Party's Government laws and regulations, the Host Party shall assist the Parent Party in carrying out investigations of offenses involving CPP.
- 3.5. During their assignment, CPP shall not be placed in the following duty status or environments unless it is consented to in writing by the Parent Party:
  - 3.5.1. Areas of political sensitivity where their presence may jeopardize the interests of either the Host Party or Parent Party, or where, in the normal course of their duty, CPP may become involved in activities that may embarrass either Party; or
  - 3.5.2. Deployments in non-direct hostility situations, such as United Nations peacekeeping or multinational operations, or operations in third countries; or
  - 3.5.3. *Duty assignments in which direct hostilities are likely. Should another office or facility to which CPP are assigned become involved in hostilities unexpectedly, assigned CPP shall not be involved in the hostilities. Any such CPP approved by the Parent Party for involvement in hostilities shall be given specific guidance as to the conditions under which the assignment shall be carried out by the appropriate authorities of the Host Party and Parent Party; or*
  - 3.5.4. Other duty assignments as set out in applicable bilateral agreements.

- 3.6. The Parties recognize that military personnel and civilian employees of a Party, assigned to duty by its Defence department or Ministry for the purpose of working on this Project while present in the territory of the other Party, shall, to the extent that they are so qualified, be members of a “Force” and “civilian component,” respectively, within the meaning of the applicable bilateral agreements with that Party or applicable national legislation. Employees and agents of Contractors do not constitute a civilian component for the purposes of this paragraph.
- 3.7 The provisions of the NATO SOFA regarding the rights of a sending state's military personnel and civilian employees and their respective dependents shall apply to CPP.

## APPENDIX 1 TO ANNEX C

### COOPERATIVE PROJECT PERSONNEL POSITION DESCRIPTION

1. Position:
  - a. Title: Cooperative Project Personnel (CPP) to the \_\_\_\_\_ Cooperative Test & Evaluation (CTE) Project Agreement (PA).
2. Position location:
3. Security clearance level required for the position:
4. Qualifications/Skills Required for Position: *(Insert appropriate data, e.g., accredited degree in a scientific or air and space-related subject, air and space staff and/or test, evaluation, or operational experience, military specialty similar to U.S. DoD Acquisition Program Manager and/or acquisition engineering experience.)* The CPP shall perform the following CTE PA tasks and responsibilities as mutually determined by the CTE PA Project Officers (POs).
5. General categories of Information to which access shall be required: *(Insert appropriate categories of Information required to perform the duties outlined in this Position Description.)*
6. Description of specific duties:
  - a. CPP shall be primarily responsible for *(insert responsibilities, e.g., coordinating the administration of the CTE PA)*. CPP shall require Information access to *(insert specific Information access requirements.)*;
  - b. Anticipated travel requirements and locations;
  - c. The CPP shall attend technical meetings and symposiums as required in performance of assigned duties;
  - d. Reporting requirements *(e.g., provide a monthly Project summary to the Project Officers (POs), and the Steering Committee (SC), or Management Agents (MAs) if no SC is established, as requested. This report shall cover plans and Project execution. It should also include any forecasts of forthcoming trials, tests and Project reviews.)*;
  - e. Attend respective Project reviews and provide a summary report of CTE PA activities as required;

- f. In support of the PA, advise the PO on respective national procurement and fielding policy, support, and logistics doctrine and organization; and
- g. Provide administrative support and coordination for the SC, or POs if no SC is established, for various Project meetings. In particular, the CPP shall (*sample tasks listed below*):
  - (1) Request inputs from POs at least two weeks prior to each meeting;
  - (2) Provide written briefs to PO at least one week prior to each meeting;
  - (3) Provide draft minutes for each meeting within ten (10) days of the conclusion of the meeting;
  - (4) Provide written briefs on the CTE PA activities to PO every six weeks;
  - (5) Coordinate with key stakeholders, as required, so as to ensure timely progress;
  - (6) Attend CTE PA meetings and provide administrative support where necessary; and
  - (7) Brief progress on the CTE PA to POs as directed above.

## ***APPENDIX 2 TO ANNEX C***

### **CERTIFICATION OF COOPERATIVE PROJECT PERSONNEL (CPP) CONDITIONS AND RESPONSIBILITIES**

1. I understand and acknowledge that I have been assigned to **[insert name and location of organization to which assigned]** pursuant to Cooperative Test & Evaluation (CTE) Project Agreement (PA) **[insert number and name of respective CTE PA]** is entered into pursuant to the Memorandum of Agreement (MOA) between the Department of Defense of the United States of America (U.S. DoD) and the Ministry of Defence of the Kingdom of Norway (NO MOD) concerning Test and Evaluation Program (TEP) Cooperation, which entered into effect on \_\_\_\_\_ **(insert entry into effect date of the TEP MOA)** and remains in effect through \_\_\_\_\_. In connection with this assignment, I further understand, acknowledge, and certify that I shall comply with the following provisions and responsibilities:
2. I understand that I have been assigned to work on the specific CTE PA identified in paragraph 1, above, and as described in the Position Description (PD). There shall be no access to Information except as required to perform the duties described in the PD for the CTE PA to which I am assigned, as determined by my supervisor and the Project Officer of the **[insert the CPP's Parent Party]**.
3. I shall perform only functions that 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 Parent Party.
4. All Information to which I may have access during this assignment shall be treated as Information provided to my Government pursuant to the terms and provisions of the TEP MOA.
5. When dealing with individuals outside of my immediate office of assignment on official matters, I shall inform such individuals that I am a foreign Cooperative Project Person.
6. I have been briefed on, understand, and shall comply with, all applicable security regulations of the Host Party and the Host organization, as well as with all applicable laws and regulations of the Host Party's Government concerning the protection, release, transfer, or export (both during and after the termination of my assignment) of Intellectual Property Information (such as Patents, copyrights, know-how, and trade secrets), Classified Information, Controlled Unclassified Information, and Information subject to export control laws and regulations, to which access might be granted under the TEP MOA.

7. I shall immediately report to the CTE PA Project Officers all unauthorized attempts by others to obtain from me Classified Information, Controlled Unclassified Information, proprietary information, or Information subject to export control laws and regulations to which I may have access as a result of this assignment.

---

Signature

---

Name

---

Title

---

Date

***ANNEX D - MODEL***

**EQUIPMENT AND MATERIAL TRANSFER AGREEMENT (E&MTA)**

**E&MTA NUMBER (E&MTA-XXXX)**

UNDER THE MEMORANDUM OF AGREEMENT BETWEEN  
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY

FOR

TEST AND EVALUATION PROGRAM (TEP) COOPERATION

CONCERNING THE TRANSFER OF

*(Insert brief description of Equipment and Material to be transferred)*

PREAMBLE

This Equipment and Material Transfer Agreement (E&MTA) is entered into pursuant to the Memorandum of Agreement (MOA) between the Department of Defense of the United States of America (U.S. DoD) and the Ministry of Defence of the Kingdom of Norway (NO MOD) Concerning Test and Evaluation Program (TEP) Cooperation, which entered into effect on \_\_\_\_\_ (*insert entry into effect date of the TEP MOA*) and remains in effect through \_\_\_\_\_, the provisions of which are hereby incorporated by reference. This E&MTA is being executed by authorized representatives of the Parties pursuant to Article VIII (Equipment and Material Transfers) of this TEP MOA.

ARTICLE I

DESCRIPTION AND QUANTITY

1.1. The following Equipment and Material shall be transferred by the providing Party to the receiving Party:

Providing Party	Receiving Party	Qty	Description	Part/ Stock #	Consumable/ Non-Consumable	Transfer Period	Security Classification	* Estimated Replacement Value

\* Estimated Replacement Value is a good faith estimate of the replacement value at the time of the loan.

*(Fill in as appropriate)*

1.2. (Choose one of the following alternatives, or use both if both situations apply.)

***Alternative A: Use when return of Equipment and Material is planned.***

1.2 The Equipment and Material identified in paragraph 1.1. of this Article is not intended to be consumed or expended during the course of the activities described in subparagraph 2.1.1. of Article II (Purpose) of this E&MTA. Whenever Equipment and Material includes computer software, the receiving Party shall, at the end of the loan period, remove such computer software from all computers and host systems of the receiving Party.

***Alternative B: Use when return of Equipment and Material is not planned due to its consumption during the activity.***

- 1.2. The Equipment and Material described in paragraph 1.1. of this Article is intended to be consumed or expended during the course of the activities described in subparagraph 2.1.1. of Article II (Purpose) of this E&MTA.

## ARTICLE II

### PURPOSE

- 2.1. The purpose of this E&MTA is to support the following activities:

2.1.1. *(Fill in as appropriate)*

## ARTICLE III

### MANAGEMENT AND RESPONSIBILITIES

- 3.1. Each Party shall designate a point of contact who shall be responsible for implementing this E&MTA.

***Drafting guidance: Insert the appropriate names, title/office symbols, addresses, and telephone numbers of the individuals assigned to implement the E&MTA.***

- 3.1.1. For the providing Party, the *(U.S. DoD or NO MOD)* point of contact is:

Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

- 3.1.2. For the receiving Party, the *(U.S. DoD or NO MOD)* point of contact is:

Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

3.2. Responsibilities of the providing Party

- 3.2.1. Transfer of the Equipment and Material. The providing Party shall transfer the Equipment and Material listed above for the duration of the transfer period specified in paragraph 6.4. of Article VI (Amendment, Termination, Entry into Effect, and Duration) of this E&MTA, unless extended by mutual written consent of the Parties.
- 3.2.2. Equipment and Material Delivery. The providing Party shall deliver the Equipment and Material (*specify agreements*). Possession and responsibility for the Equipment and Material shall pass from the providing Party to the receiving Party at the time of receipt of the Equipment and Material at the mutually determined and specified location. Any further transportation is the responsibility of the receiving Party unless otherwise specified in this paragraph.
- 3.2.3. Information. The providing Party shall mark and furnish the receiving Party such Information as is necessary to enable the Equipment and Material to be used in the activities described in subparagraph 2.1.1. of Article II (Purpose) of this E&MTA in accordance with Article IX (Disclosure and Use of Information) of the TEP MOA.

3.3. Responsibilities of the receiving Party

- 3.3.1. Inspection and Inventory. The receiving Party shall inspect and inventory the Equipment and Material upon receipt. The receiving Party shall also inspect and inventory the Equipment and Material prior to its return to the providing Party, unless the Equipment and Material is consumed in accordance with subparagraph 3.3.2. of this Article.
- 3.3.2. (*Choose one of the following alternatives, or use both if both situations apply.*)

*Alternative A: Use when return of Equipment and Material is planned.*

Return of Equipment and Material. Upon expiration or termination of the transfer period as specified in paragraph 6.4. of Article VI (Amendment, Termination, Entry into Effect, and Duration) of this E&MTA (taking into account any approved extensions by the Parties), the receiving Party shall return the Equipment and Material to the providing Party (*specify agreements*) in as good condition as received, normal wear and tear excepted, or return the Equipment and Material and pay the cost to restore it. Possession and responsibility for the Equipment and Material shall pass from the receiving Party to the providing Party at the time of receipt of the Equipment and Material at the mutually determined and specified location. If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond economical repair while in the custody of the receiving Party, the receiving Party shall issue a certificate of loss/destruction/irreparable damage to the providing Party and pay the replacement value as computed pursuant to the

providing Party's national policies and procedures, in accordance with paragraph 8.4. of Article VIII (Equipment and Material Transfers) of the TEP MOA.

***Alternative B: Use when return of Equipment and Material is not planned due to its consumption during the activity.***

Consumption of Equipment and Material. It is intended that the receiving Party shall consume the Equipment and Material specified in paragraph 1.1. of Article I (Description and Quantity) of this E&MTA during the course of the activities described in subparagraph 2.1.1. of Article II (Purpose) of this E&MTA. If this does occur, the receiving Party shall provide written notice of its consumption to the providing Party. In the event consumption does not occur prior to the end of the transfer period specified in paragraph 6.4. of Article VI (Amendment, Termination, Entry into Effect, and Duration) of this E&MTA, the receiving Party shall return the Equipment and Material to the providing Party (*specify agreements*) in as good condition as received, normal wear and tear excepted, or return the Equipment and Material and pay the cost to restore it. Possession and responsibility for the Equipment and Material shall pass from the receiving Party to the providing Party at the time of receipt of the Equipment and Material at the mutually determined location specified. If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond economical repair prior to its intended consumption while in the custody of the receiving Party, the receiving Party shall issue a certificate of loss/destruction/irreparable damage to the providing Party and pay the replacement value as computed pursuant to the providing Party's national policies and procedures in accordance with paragraph 8.4. of Article VIII (Equipment and Material Transfers) of the TEP MOA.

- 3.4. A Test Report shall be provided free of charge by the receiving Party to the providing Party within \_\_\_\_ days after the completion of the transfer period.
- 3.5. This E&MTA provides only for transfer of Equipment and Material associated with the activities described in subparagraph 2.1.1. of Article II (Purpose) of this E&MTA. Signature of this E&MTA does not imply any commitment by a Party to participate in any activities beyond the E&MTA described herein.

#### ARTICLE IV

##### SPECIAL PROVISIONS (OPTIONAL)

- 4.1. (*Insert any special provisions as required.*)

## ARTICLE V

### CLASSIFICATION

- 5.1. *(Select one of the following 5.1.1. paragraphs.)*
- 5.1.1. No classified Equipment and Material shall be transferred under this E&MTA.
- 5.1.1. The highest level of classified Equipment and Material transferred under this E&MTA is Confidential.
- 5.1.1. The highest level of classified Equipment and Material transferred under this E&MTA is Secret.
- 5.1.1. The highest level of classified Equipment and Material transferred under this E&MTA is Top Secret.
- 5.2. The existence of this E&MTA is *[insert classification]* and its contents are *[insert classification]*.

## ARTICLE VI

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

- 6.1. The provisions of this E&MTA may be modified or extended through amendment by written mutual consent of authorized representatives of the Parties in accordance with Article VIII (Equipment and Material Transfers) of the TEP MOA.
- 6.2. The Equipment and Material Transfer described in this E&MTA may be terminated at any time in accordance with Article XIX (Amendment, Termination, Entry into Effect, and Duration) of the TEP MOA.
- 6.3. Responsibilities regarding security and protection against unauthorized use, disclosure, or transfer that accrued prior to termination or expiration of the transfer period shall continue to apply without limit of time in accordance with Article XIX (Amendment, Termination, Entry into Effect, and Duration) of the TEP MOA.
- 6.4. The transfer period for the Equipment and Material described herein begins on the date of the last signature below, unless terminated or extended, and shall remain in effect through \_\_\_\_\_ *(enter date or amount of time)*.

***INSERT E&MTA NUMBER / TITLE HERE***

Signed in duplicate, in the English language.

**FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA**

**FOR THE MINISTRY OF DEFENCE OF  
THE KINGDOM OF NORWAY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Location

***ANNEX E - MODEL***

**WORKING GROUP (WG) TERMS OF REFERENCE (TOR)**

**FOR THE**

***(Insert name of WG)*** WORKING GROUP (WG)

**(SHORT TITLE: *of WG*)**

**UNDER THE AGREEMENT BETWEEN**

**THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA**

**AND**

**THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY**

**FOR**

**TEST AND EVALUATION PROGRAM (TEP) COOPERATION**

1. **Authority. Mandatory:** The Memorandum of Agreement (MOA) between the Department of Defense of the United States of America (U.S. DoD) and the Ministry of Defence of the Kingdom of Norway (NO MOD) Concerning Test and Evaluation Program (TEP) Cooperation, which entered into effect on \_\_\_\_\_ (*insert entry into effect date of the TEP MOA*) and remains in effect through \_\_\_\_\_, the provisions of which are hereby incorporated by reference, fosters collaboration in standardization, testing, evaluation, and interoperability, potentially leading to new or improved military capability. Paragraph 2.1. of Article II (Objectives) of the TEP MOA provides for the establishment of Working Groups (WGs). Information may be exchanged in WGs pursuant to subparagraph 3.3.3. of Article III (Scope of Work) of the TEP MOA. These Terms of Reference (TOR) establish the (*insert name of WG*).

**2. Definitions and Acronyms:**

*(Provide any required definitions not included in the TEP MOA.)*

**3. Purpose:**

*(Provide a short paragraph identifying the purpose of the WG. For example, "This WG will be established to harmonize T&E requirements, study feasibility of future cooperative TEP Activities, and report on specific T&E issues of mutual interest." The WG will be limited in scope to a single, well-defined study or Project area and will endeavor to assess the T&E issue based on Information provided by the Parties in such a way as to arrive at a jointly determined position.) Examples follow:*

The (*insert name of WG*) will include study of the following areas:

The (*insert name of WG*) will  
    *evaluate...;*  
    *monitor...;*  
    *identify...;*  
    *analyze...;*  
    *investigate...; and*  
    *facilitate...*  
    *... studies beneficial to the Parties.*  
    ...

The (*insert name of WG*) will provide a framework for the exchange of Information, the identification of potential Project Agreements (PAs) or Equipment and Material Transfer Agreements (E&MTAs) relating to (*name of specific weapon system, etc.*), and the coordination of the Parties' requirements prior to the formal staffing of a potential PA or E&MTA.

The purpose of the (*insert name of WG*) is to review respective (*name specific weapon system, etc.*) programs in order to identify mutually beneficial TEP Activities between the Parties.

**Mandatory:** Specific TEP Activities will be carried out in accordance with the TEP MOA and relevant PAs and E&MTAs or other international agreements, subject to respective applicable national laws, regulations, and policies of the Parties.

**Mandatory:** The *(insert name of WG)* is not intended to replace or inhibit activities under existing international agreements.

#### **4. Objectives:**

**Provide details of the work to be accomplished under this TOR.**

**Example follows:**

Information on research conducted by each Party in the area of *(name specific technology)* technology and its potential for *(identify potential benefit)* will be exchanged, and the potential for a PA or E&MTA carrying out a particular project of T&E Activity will be discussed.

**Mandatory:** The *(insert name of WG)* will not duplicate the activities of other organizations or agreements.

**Mandatory:** The *(insert name of WG)* will deliver *(insert type of deliverable required. For example: Will the WG produce a report, study, list?)* as specified below:

#### **5. Management Structure:**

**Examples follow:**

The WG Lead Representatives (WGLRs) designated by the Parties are: ***(Mandatory: Identify one WGLR for each Party. Include name, mailing address, email address, and phone number.)***

The *(insert name of WG)* consists of representatives from *(organizations)* as principals and other representatives and supporting subject matter experts from *(organizations)*, as appropriate.

Membership in the *(insert name of WG)* should be consistent with minimal turn-over of personnel.

The importance of consultation with other agencies and organizations is recognized. Representatives from specific technology areas may be invited to participate in technical discussions, but shall not become members of the *(insert name of WG)*. They may, however, become members of a sub-group established under this WG for a specific technology area or Project.

**Mandatory:** *Identify how often the WG will meet and who will host and chair.*

**Example:** WG meetings will be held at intervals as mutually determined by the WGLRs, but at least annually. The Parties will alternate host and chair responsibilities of the meetings. Minutes

will be prepared and provided to *(insert name of WG)* members and to the TEP MOA MAs within *(specify time)* following the meetings. Administrative support for these meetings will be the responsibility of the Party hosting the meeting.

**Mandatory:** *Identify how decisions will be reached.*

**Example:** All decisions of the *(insert name of WG)* will be unanimous.

**Mandatory:** The Management Agents will approve and sign this TOR.

## **6. Exchange of Information:**

**Mandatory:** The *(insert name of WG)*, along with its appropriate supporting subject matter experts, may exchange Information pertaining to *(name area of discussion of the WG)* activities in accordance with Article III (Scope) and Article IX (Disclosure and Use of Information) of the TEP MOA. Information will be provided without charge and will be used for information and evaluation purposes only.

**Mandatory if exchanging Classified or Controlled Unclassified Information:** Classified Information or Controlled Unclassified Information will be transferred only through official Government-to-Government channels or through channels approved by the Designated Security Authorities of both Parties. The provisions of Article X (Controlled Unclassified Information) and Article XII (Security) of the TEP MOA apply. No Equipment and Material will be transferred under the auspices of the *(insert name of WG)*.

**Mandatory:** The *(insert name of WG) members* will ensure that any Information provided in accordance with this TOR is used only by the Parties and then only for the purpose for which it has been provided. Information will not be disclosed or released to any Third Party or Contractor, or used for any other purpose without the prior written consent of the furnishing Party.

**Mandatory:** The WGLRs will produce and maintain a list of Information exchanged under this WG. This list will include name of document, date of document, author, security classification and release restrictions, Cost and estimated value, country of origin, originating point of contact, use rights, receiving point of contact, date provided, and any requirement to return the document to the originator. A current list will be submitted annually to the MAs.

## **7. General:**

**Mandatory:** There will not be any transfer of funds between the Parties pursuant to this TOR. In those cases where a PA or E&MTA is determined to be required, the WGLRs will make every effort to prepare the necessary documentation and secure the required approvals as expeditiously as possible. Parties will be responsible for their own Costs arising from this WG.

**8. Non-Legal Status:**

**Mandatory:** This TOR constitutes an administrative procedure to coordinate TEP Activities between the Parties. It is not the intent of the Parties that this TOR be considered legally binding under international law. This TOR does not create any authority to perform any work, award any Contract, transfer funds, transfer Equipment or Material, or otherwise obligate in any way either Party to make or provide any Financial Costs or Non-financial Costs to the other Party for any purpose. Any collaborative activity identified for investigation by the *(insert name of WG)* will be pursued in accordance with the provisions of the TEP MOA.

**9. Effective Date:**

**Mandatory:** This TOR for the *(insert name of WG)* becomes effective on the date of the last signature below and remains in effect until *(month day, year)[fill in before signature]*, unless terminated or extended. This TOR may be amended or extended by mutual written consent of the MAs.

***INSERT WORKING GROUP TITLE HERE***

Signed in duplicate, in the English language.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

FOR THE MINISTRY OF DEFENCE OF  
THE KINGDOM OF NORWAY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Location