

## DEFENSE

### Cooperation

**Memorandum of Agreement Between  
the UNITED STATES OF AMERICA  
and the NORTH ATLANTIC TREATY  
ORGANIZATION COMMUNICATIONS  
AND INFORMATION ORGANIZATION**

Signed February 24 and March 20, 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.”

**NORTH ATLANTIC TREATY ORGANIZATION  
COMMUNICATIONS AND INFORMATION  
ORGANIZATION**

**Defense: Cooperation**

*Memorandum of agreement signed  
February 24 and March 20, 2015;  
Entered into force March 20, 2015.  
With annexes.*

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

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

**AND**

**NORTH ATLANTIC TREATY ORGANIZATION (NATO)  
COMMUNICATIONS AND INFORMATION ORGANISATION (NCIO)  
REPRESENTED BY**

**NATO COMMUNICATIONS AND INFORMATION AGENCY  
(NCI AGENCY)**

**CONCERNING**

**COOPERATION ON PROJECTS**

**(SHORT TITLE - U.S. DOD - NCI AGENCY COOPERATIVE  
PROJECTS MOA)**

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## PREAMBLE

The Department of Defense of the United States of America (U.S. DoD) and the North Atlantic Treaty Organization Communications and Information Agency (NCI Agency), hereinafter referred to as the "Parties":

Having a common interest in defense;

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

Desiring to improve the conventional defense capabilities of the NATO Alliance through the application of emerging technology;

Recognizing the application of the:

Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff, dated September 20, 1951 (Ottawa Agreement);

NATO Agreement for the Mutual Safeguarding of Secrecy of Inventions Relating to Defence and for Which Applications for Patents Have Been Made, done at Paris on September 21, 1960 (NATO Secrecy of Inventions Agreement);

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 (NATO Agreement on Communication of Technical Information and its Implementing Procedures);

Having a mutual need for the development of military systems to satisfy common operational requirements;

Recognizing the NATO Communications and Information Organisation (NCIO) Charter, which establishes the functions and tasks of the NCI Agency providing that the NCI Agency will act as NATO's principal Consultation, Command, and Control (C3) capability deliverer and Communications and Information Systems (CIS) service provider for the full range of its entitled requirements holders and customers;

Having independently conducted studies, research, modeling,

experiments, exercises, analyses, exploratory development,  
testing, and evaluation of the applications of various  
technologies, recognize the benefits of Cooperation on Projects;

Have reached the following agreement:

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## ARTICLE I

### DEFINITIONS

The Parties have agreed upon the following definitions for terms used in this Memorandum of Agreement (MOA):

|                                 |   |
|---------------------------------|---|
| 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, or documentary form or in the form of equipment or technology.                             |
| Computer Data Base              | A collection of data recorded in a form capable of being processed by a computer. This definition does not include Computer Software.   |
| Computer Program                | A set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.   |
| Computer Software               | Computer Programs, source code, source code listings, design details, algorithms, processes, flow charts, formulae, and related materials that would enable the software to be reproduced, recreated, or recompiled. Computer Software does not include Computer Data Bases or Computer Software Documentation. |
| Computer Software Documentation | Owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the Computer Software or provide instructions for using the Computer Software.  |
| Contract                        | Any mutually binding legal relationship under applicable national laws or regulations or NATO regulations that  |

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obligates a Contractor to furnish supplies, services, or other property 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 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, and 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 the Host Party's facility who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning, or other functions in furtherance of this MOA.  |
| Defense Purposes                    | Manufacture or other use in any part of the world by or for the armed forces of the   |



United States or by NATO. For the purposes of this Agreement, NATO includes NATO Headquarters, NATO Agencies, and NATO Military Commands.

**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 MOA.

**Exceptional Circumstances** Any circumstances that would require the Contracting Officer to act outside the Project Contract Requirements (PCR).

**Financial Costs** Project costs met with monetary contributions.

**Host Party** The Party whose facility serves as the location to which the Cooperative Project Personnel (CPP) are sent.

**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

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Information (including trade secrets and know-how), layout designs of integrated circuits, geographical indications, and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields.

|                                     |   |
|-------------------------------------|---|
| Non-commercial Copyright            | Used for governmental activities only; not available for disclosure to or use by the public.  |
| Non-financial Costs                 | Project costs met with non-monetary contributions.  |
| Parent Party                        | The Party that sends its CPP to the Host Party's facilities.  |
| Party                               | A signatory to this MOA represented by its military or civilian personnel. Contractors and Contractor Support Personnel shall not be representatives of a Party under this MOA.   |
| Patent                              | Grant by any Government or NATO 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. |
| Project                             | Specific collaborative activity described and defined in a Technical Agreement (TA) pursuant to the terms of this MOA.  |
| Project Background Information      | Information not generated in the performance of a specific TA.  |
| Project Contract Requirements (PCR) | Project management direction developed by the Project Manager (PM) and approved by the Steering Committee (SC) as part of the Project Plan in accordance with Section IV  |

(Management (Organization and Responsibility)) of this MOA, which is the basis for the Contracting Officer to negotiate, award, and manage Contracts. The PCR contains information that addresses the Participants' interests regarding technical requirements, Project objectives, and acquisition strategy.

|                                |   |
|--------------------------------|---|
| Project Equipment              | Any material, equipment, end item, subsystem, component, Special Tooling, or test equipment jointly acquired or provided for use in performance under a specific TA.  |
| Project Foreground Information | Information generated in the performance under a specific TA.   |
| Project Information            | Any Information provided to, generated in, or used in a TA.   |
| Project 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 Project. 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. |
| 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.   |
| Special Tooling                | Jigs, dies, fixtures, molds, patterns, tapes, gauges, other equipment and manufacturing aids, and all components of these items that are of such a specialized nature that without substantial modification   |



or alternation their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services and excluding material, special test equipment, facilities (except foundations and similar improvements necessary for installing Special Tooling), general or special machine tools, or similar capital items.

**Technical Agreement** An implementing agreement pursuant to this MOA that specifically details the terms of collaboration on a Project.

**Third Party** A government other than the U.S. Government, including a government of a NATO member nation, and any person or other entity whose government is not the U.S. Government. For purposes of this MOA, NATO and citizens of NATO member nations who are on the NATO staff or are employees of Contractors or Prospective Contractors of any NATO member nation under Contract to NATO who require access to Information for the purposes of this MOA are not Third Parties.

**Acronyms**

|            |  |
|------------|--|
| CG         | Classification Guide                             |
| CPP        | Cooperative Project Personnel                    |
| DSA        | Designated Security Authority                    |
| EA         | Executive Agent                                  |
| FMPD       | Financial Management Procedures Document         |
| MOA        | Memorandum of Agreement                          |
| NATO       | North Atlantic Treaty Organization               |
| NCI Agency | NATO Communications and Information Agency       |
| NCIO       | NATO Communications and Information Organisation |
| NSA        | NATO Security Authorities                        |
| TA         | Technical Agreement                              |
| PO         | Project Officer                                  |
| PSI        | Project Security Instruction                     |
| SC         | Steering Committee                               |



## Article II

### OBJECTIVE

- 2.1. The objective of this Memorandum of Agreement (MOA) is to prescribe and establish the general terms and conditions that shall apply to the initiation, conduct, and management of cooperation on Projects detailed in separate Technical Agreements (TAs) between representatives authorized in accordance with national procedures of the Parties. These TAs shall be entered into pursuant to this MOA and shall incorporate by reference the terms of this MOA. Additionally, this MOA shall allow the exchange of Information for the purposes of formulating, developing, and negotiating potential TAs to this MOA.

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## Article III

### SCOPE OF WORK

- 3.1. The scope of work for this MOA shall encompass collaboration on Projects to improve the defense capabilities of the Parties. TAs may encompass one or more of the following activities: basic research; applied research; advanced technology development; concept of operation studies and analysis; advanced concept technology development and its test and evaluation; advanced concept technology demonstration; modeling and simulation; system prototypes; engineering and manufacturing development; and evolutionary acquisition/spiral development efforts associated with low-rate initial production or jointly acquired products.
- 3.2. This MOA does not preclude the Parties from entering into other bilateral or multilateral agreements.
- 3.3. Computer Data Bases, Computer Programs, Computer Software, or Computer Software Documentation associated with weapon systems may be transferred under this MOA in accordance with the Parties' respective procedures, subject to the following limitations:
  - 3.3.1. Such transfers may occur only when necessary or useful to the conduct of activities as determined by the providing Party; and
  - 3.3.2. Such transfers may occur only when national authorization for such release has been obtained, in writing, by the providing Party. Such release may be subject to restrictions on use placed by the providing Party.
- 3.4. Activities under this MOA may take place using the following mechanisms:
  - 3.4.1. Information may be exchanged between the Parties solely for the informational and evaluation purposes that are within the scope of this MOA, including harmonizing the Parties' respective requirements and for formulating, developing, and negotiating potential TAs under this MOA. Information exchange shall take place on an equitable basis, but need not necessarily



coincide in time, technical field, or form of the Information. If Information is exchanged but no TA is signed, or Information is exchanged before a TA is signed, the receiving Party shall not disclose or transfer such exchanged Information to a Third Party. The receiving Party shall not disclose such Information to Contractors or any other persons, other than its Contractor Support Personnel, without the specific prior written consent of the providing Party. The terms of Article VIII (Disclosure and Use of Project Information) of this MOA shall apply to such exchanges.

- 3.4.2. Each TA shall include specific provisions, consistent with this MOA, concerning the objectives, scope, sharing of tasks, management structure, financial arrangements, contractual arrangements (if required), disclosure and use of Information, and security classification for the applicable TA. TAs shall conform to the format at Annex A (Model Technical Agreement) to this MOA, to the extent applicable and practical.
- 3.4.3. Cooperative Project Personnel (CPP) may be assigned pursuant to a TA under this MOA in the facility of the other Party and shall report to their designated supervisor regarding that TA work. Such TAs shall include the terms of Appendix 1 to Annex A (Cooperative Project Personnel Position Description) of this MOA.
- 3.4.4. Familiarization visits may occur, in accordance with Article X (Visits to Establishments) of this MOA, to promote awareness of the other Party's facilities and to identify areas of potential cooperative activity under this MOA.
- 3.4.5. Transfers of Project Equipment between the Parties pursuant to this MOA shall be conducted in accordance with Article VII (Project Equipment) of this MOA and shall be documented in a TA.





## ARTICLE IV

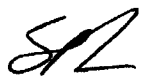
### MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

- 4.1. The Director for International Cooperation, Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics) (or his or her successor in the event of reorganization) is designated as the U.S. MOA Director. The NCI Agency General Manager is designated as the NCI Agency MOA Director.
- 4.2. The MOA Directors shall be responsible for:
  - 4.2.1. Monitoring implementation of this MOA and exercising executive-level oversight.
  - 4.2.2. Monitoring the overall use and effectiveness of the MOA.
  - 4.2.3. Periodically assessing cooperative activities and recommending amendments to the MOA.
  - 4.2.4. Resolving issues brought forth by the Executive Agents (EAs).
  - 4.2.5. Approving recommended amendments to this MOA and its Annexes in accordance with Article XVII (Amendment, Termination, Entry into Force, and Duration) of this MOA.
- 4.3. The appropriate U.S. Service Acquisition Executive, or Defense Agency Director, or his or her designee, is designated as the U.S. EA for those TAs within his or her respective Military Department or Defense Agency. The NCI Agency General Manager, or his or her designee, is designated as the NCI Agency EA.
- 4.4. The EAs shall be responsible for:
  - 4.4.1. Entering into TAs in accordance with this MOA and the respective policies and procedures of the Parties.
  - 4.4.2. Overseeing the implementation of TAs.
  - 4.4.3. Resolving issues brought forth by the TA Steering Committee (SC), or if no TA SC is established, by

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the TA Project Officers (POs).

- 4.4.4. If no SC is formed, monitoring Third Party sales and transfers authorized in accordance with Article XII (Third Party Sales and Transfers) of this MOA.
- 4.4.5. Approving plans to manage and control the transfer of Project Equipment, in accordance with Article VII (Project Equipment) of this MOA, when no SC is established under a TA.
- 4.4.6. Approving plans for the disposal of jointly acquired Project Equipment, in accordance with Article VII (Project Equipment) of this MOA, when no SC is established under a TA.
- 4.4.7. Maintaining oversight of the security aspects of this MOA and TAs, when no SC is established under a TA.
- 4.4.8. Approving assignment of CPP to work on a Project at the Host Party's facilities in accordance with the terms set out in a TA, when no SC is established under a TA.
- 4.4.9. Reviewing the final Project report submitted by the POs, when no SC is established under a TA.
- 4.5. Each TA shall identify the management structure of the Project, which shall consist of either a SC and POs, or POs only. If established, the SC shall have overall authority over the POs, in accordance with this MOA. The POs shall have primary responsibility for effective implementation, efficient management, and direction of the TA in accordance with this MOA. The Parties shall maintain and fund their own organizations for managing a TA.
- 4.6. If established under a TA, the SC shall consist of one representative designated by each Party. The SC shall meet as required, normally alternating meetings between the United States and the NCI Agency. Each meeting of the SC shall be chaired by the representative of the Party hosting the meeting. Decisions of the SC shall be made unanimously. In the event that the SC is unable to reach a timely decision on an issue, each SC representative



shall refer the issue to his or her respective EA for resolution.

4.7. If an SC is established under a particular TA, it shall be responsible for:

4.7.1. Approving the Project Plan, and any revisions thereto, submitted by the PO in accordance with subparagraph 4.9.1. of this Article, and the SC shall be responsible for reviewing the technical progress of the Project against the Project Plan. The Project Plan will contain the information necessary to achieve Project objectives, including, but not limited to, the following elements:

4.7.1.1. Detailed scope of work and corresponding work schedule, as appropriate.

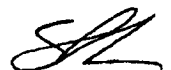
4.7.1.2. References to applicable acquisition approval processes and documents.

4.7.1.3. Project Contract Requirements (PCR).

4.7.2. Upon notification by the PO of Exceptional Circumstances that requires immediate attention, issuing updated PCR through a timely Project Plan revision developed and approved in accordance with subparagraphs 4.7.1. and 4.9.1. of this Article, in order to provide Project management direction for the Contracting Officer to manage and modify Contracts under such Exceptional Circumstances. If requested by the SC, the PO, in consultation with the Contracting Officer, will explain why the circumstances should be regarded as "Exceptional Circumstances."

4.7.3. Employing its best efforts to resolve, in consultation with the export control authorities of the Party concerned, any export control issues raised by the POs, in accordance with subparagraph 4.9.6. of this Article or raised by a Party's SC representative, in accordance with subparagraph 8.1.2.4. of Article VIII (Disclosure and Use of Project Information) of this MOA.

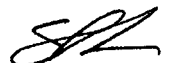
- 4.7.4. Providing policy and management direction to the POs during TA execution.
- 4.7.5. Monitoring overall implementation, including technical, cost, and schedule performance against requirements.
- 4.7.6. Resolving issues brought forth by the POs.
- 4.7.7. Maintaining oversight of the security aspects of a Project, including reviewing and obtaining approval from the appropriate Designated Security Authority (DSA) of a Project Security Instruction (PSI) and a Classification Guide (CG) prior to the transfer of Classified Information or Controlled Unclassified Information.
- 4.7.8. Approving assignment of CPP to work on a Project at the Host Party's facilities in accordance with the terms set out in a TA.
- 4.7.9. Reviewing the final Project report submitted by the POs.
- 4.7.10. Reporting status and activity of assigned TAs on an annual basis to the EAs.
- 4.7.11. Appointing POs for a TA.
- 4.8. Each Party shall appoint one PO for a Project. The POs shall have the responsibility for managing the cost, schedule, performance requirements, technical, security, and financial aspects of their Project.
- 4.9. In particular, the POs shall be responsible for:
  - 4.9.1. Developing a Project Plan, and any necessary revisions thereto, as described in subparagraph 4.7.1. of this Article; submitting the Project Plan and any revisions thereto for SC approval; implementing the Project Plan and any revisions upon SC approval; and documenting the existence of any Exceptional Circumstances as raised by the Contracting Officer.



- 4.9.2. Providing the approved Project Plan (including the PCR), and any approved revisions thereto, to the Contracting Officer.
- 4.9.3. Informing the SC of the existence of Exceptional Circumstances raised by the Contracting Officer in accordance with paragraph 6.6. of Article VI (Contracting Provisions) of this MOA and documented by the PM in accordance with subparagraph 4.9.1. of this Article.
- 4.9.4. Cooperating, as requested, with the Contracting Officer in the areas of Contracting strategies, requests for proposal, Contract negotiation, evaluation of offers, Contract awards, and Contract modifications.
- 4.9.5. Informing the SC immediately of any risk of cost growth beyond the Financial Management Procedures Document (FMPD) approved by the SC or significant schedule changes or performance problems under the Project Plan.
- 4.9.6. Monitoring export control agreements required to implement this MOA and, if applicable, referring immediately to the SC any export control issues that could adversely affect the implementation of this MOA.
- 4.9.7. Executing the financial aspects of a TA in accordance with Article V (Financial Provisions) of this MOA, the TA, and the Project financial management procedures, if applicable.
- 4.9.8. Referring issues to the SC that cannot be resolved by the POs, or if no SC is established, to the EAs.
- 4.9.9. Establishing and obtaining approval on the plan to manage and control the transfer of Project Equipment, in accordance with Article VII (Project Equipment) of this MOA and the TA, as well as maintaining a list of all Project Equipment transferred by the Parties under a TA.
- 4.9.10. Developing and forwarding for DSA approval a PSI and a CG within three months after TA signature for any TA involving the transfer of Classified

Information or Project Equipment, and implementing the PSI and CG upon final approval.

- 4.9.11. Appointing a Project security officer, if necessary.
  - 4.9.12. Reporting status and activity of the Project on an annual basis to the SC, or if no SC is established, to the EAs.
  - 4.9.13. Preparing and submitting the final Project report.
- 4.10. If a Party finds it necessary to exercise a restriction on the retransfer of export-controlled Information as set out in Article VIII (Disclosure and Use of Project Information) of this MOA, it shall promptly inform the other Party. If a restriction is then exercised and an affected Party objects, that Party's EA representative shall promptly notify the other Party's EA representative and they shall immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects.



ARTICLE V  
FINANCIAL PROVISIONS

- 5.1. This MOA creates no financial obligations.
- 5.2. Each Party shall contribute its equitable share of the full Financial Costs and Non-financial Costs of each TA, including overhead costs, administrative costs, and, subject to Article XIII (Liability and Claims) of this MOA, costs of claims. The assignment of work represents a sharing of work to be performed under a TA, and each Party shall receive an equitable share of the results of the TA.
- 5.3. Each Party shall fund the full extent of its participation in a TA. Detailed descriptions of the Financial Costs and Non-financial Costs for a specific TA, including the total estimated cost and each Party's share of the total estimated cost, shall be contained in the specific TA.
- 5.4. The Parties shall use their best efforts to perform, or to have performed, the work specified in the scope of work in the TA and fulfill all the obligations under the TA within the Financial Cost Ceiling specified in the TA.
- 5.5. Each Party shall bear the full Financial Costs and Non-financial Costs it incurs for performing, managing, and administering its activities under each TA and all such costs shall be included as part of each Party's contributions to the TA. These costs include financial and non-financial contributions (e.g., salaries, travel, and per diem costs for each Party's TA personnel), including the costs of assigning CPP to the Host Party's office described in paragraph 5.6. of this Article, as well as any Contract costs. Values shall be mutually determined for TA non-financial contributions. Both financial and non-financial contributions shall be detailed in the TA.
- 5.6. The Parties shall bear costs related to the assignment of any CPP under a TA as follows.
  - 5.6.1. The Host Party shall bear the following costs:
    - 5.6.1.1. All pay and allowances of Host Party personnel assigned to the Host Party office.

- 5.6.1.2. Host Party office costs including, but not limited to, CPP assignment-related administrative and support services costs such as CPP costs of travel incurred in support of Project efforts, CPP-related training costs, Contract award, Contract administration, office space, security services, information technology services, communications services, and supplies.
- 5.6.2. The Parent Party shall bear the following costs:
  - 5.6.2.1. All pay and allowances of CPP assigned to the Host Party's office.
  - 5.6.2.2. Transportation of CPP, CPP dependents, and their personal property to the Host Party's office location prior to commencement of the CPP assignment at a location specified by the Host Party, and return transportation of the foregoing from this location upon completion or termination of the CPP assignment.
  - 5.6.2.3. Compensation for loss of, or damage to, the personal property of CPP of the CPP's dependents, subject to the laws and regulations of the Parent Party's Government.
- 5.7. Cooperative efforts of the Parties over and above the jointly determined work set forth in a TA pursuant to this MOA shall be subject to future mutual consent of the Parties.
- 5.8. The following costs shall be borne entirely by the Party incurring the costs:
  - 5.8.1. Costs associated with any unique national requirements identified by a Party.
  - 5.8.2. Any other costs outside the scope of a TA.
- 5.9. Participation in a TA is subject to the availability of



funds for such purpose. A Party shall promptly notify the other Party if available funds are not adequate to fulfill its obligations under a TA. If a Party notifies the other Party that it is terminating or reducing its funding for a TA, both Parties shall immediately consult with a view toward continuation of a modified basis.

- 5.10. For each TA, the POs shall be responsible for establishing the detailed financial management procedures under which the Project shall operate. These procedures may be specified in a Financial Management Procedures Document (FMPD) proposed by the POs and subject to the approval of the EA, if no SC is established for the TA.
- 5.11. Subject to the provisions of this MOA and in particular this Article, Article IV (Management (Organization and Responsibility)), Article VI (Contracting Provisions), and Article XVII (Amendment, Termination, Entry into Force, and Duration), 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 Parties' funds. In the event that one Party incurs such contractual or other obligations, each 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.



## ARTICLE VI

### CONTRACTING PROVISIONS

- 6.1. If either Party determines that Contracting is necessary to fulfill that Party's obligations under the scope of work of any TA, that Party shall contract in accordance with its respective laws, regulations, and procedures.
- 6.2. Each Party 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 consent.
- 6.3. For all Contracting activities performed by either Party for the benefit of the other Party or both Parties, the POs identified in the TA from both Parties shall review statements of work prior to the issuance of solicitations to ensure that they are in accordance with this MOA. The Contracting Officer shall keep the POs advised of all significant developments associated with award and performance of Project Contracts, and shall keep the POs advised of all financial agreements with the prime Contractor.
- 6.4. 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 the Project. The Contracting Agency so used shall place Contracts in accordance with its respective laws, regulations, and procedures with such waivers and deviations its procedures permit and as deemed necessary to implement the conditions. Sources from both Parties' industries shall be allowed to compete on an equal basis for such Contracts. The Contracting Party's Contracting Officer shall be the exclusive source for providing contractual direction and instructions to the Contractors.
- 6.5. Each Party's Contracting Agency shall insert into its prospective Contracts (and require its Contractors to insert in subcontracts) suitable conditions to satisfy the requirements of this MOA, including Article VIII (Disclosure and Use of Project Information), Article IX (Controlled Unclassified Information), Article XI (Security), Article XII (Third Party Sales and Transfers), and Article XVII (Amendment, Termination, Entry into Force, and Duration) of this MOA, and including export



control conditions in accordance with this MOA, in particular paragraphs 6.8. and 6.9. of this Article. Each Party's Contracting Agency shall negotiate to obtain the rights to use and disclose Project Information required by Article VIII (Disclosure and Use of Project Information) of this 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 will restrict their Government's freedom to disclose Information or permit its use, and to employ their best efforts not to enter into any new agreement or arrangement that will result in restrictions.

- 6.6. The Contracting Officer shall incur contractual obligations consistent with the approved Project Plan, including the PCR, provided by the PO. In the unlikely event that Exceptional Circumstances arise, the Contracting Officer shall consult with the PO and SC, and execute contracting actions consistent with any revised PCR. If such consultation does not result in a revised PCR, the Contracting Officer shall fully consider the interests of the Participants when incurring obligations [beyond the scope of the FMPD or Project Plan]. In the event that one or more Participants disagree with any action taken by the PM or the Contracting Officer, the disagreement shall be resolved in accordance with Article XV (Settlement of Disputes) of this MOA.
- 6.7. The Contracting Officer shall immediately inform the PO of any risk of cost growth beyond the FMPD approved by the SC, or significant schedule changes or performance problems under the Project Plan, for any Contract for which the Contracting Officer is responsible.
- 6.8. 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 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 MOA. Export-controlled Information furnished

by one Party under this MOA may only be retransferred by the other Party to its Contractors if the legal obligations required by this paragraph have been established.

- 6.9. 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 MOA. Prospective Contractors shall not be authorized use for any other purpose if they are 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 MOA may only be retransferred by the other Party to its Prospective Contractors if the legal obligations 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.
- 6.10. In the event a Party's Contracting Agency is unable to secure adequate rights to use and disclose Project Information as required by Article VIII (Disclosure and Use of Project Information) of this 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 POs who shall submit it to the EAs for resolution, if an SC has not been established.
- 6.11. The POs shall promptly advise the EAs, if no SC has been established, of any anticipated or actual cost growth, schedule changes, delay, or performance problems under any Contract for which its Contracting Agency is responsible.
- 6.12. Upon mutual consent, consistent with Article II (Objective) of this MOA, a Party may contract for the unique national requirement of the other Party.

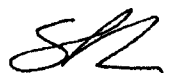
## ARTICLE VII

### PROJECT EQUIPMENT

- 7.1. Each Party may provide Project Equipment identified as being necessary for executing a TA to the other Party. Project Equipment shall remain the property of the providing Party. A list of all Project Equipment provided by one Party to the other Party shall be developed and maintained by the POs, approved by the EAs if a SC is not established, and incorporated into the TA in accordance with Article IV (Management (Organization and Responsibility)) of this MOA prior to such transfers. The TA will provide specific details of any transfer of Project Equipment as set out in Annex A (Model Technical Agreement) to this MOA. Project Equipment that cannot be identified at the time of TA signature will be documented, when identified, in a list to be developed and maintained by the POs and approved by the EAs, if an SC is not established. Approval for all Project Equipment transfers will be in accordance with national procedures.
- 7.2. The receiving Party shall maintain any such Project Equipment in good order, repair, and operable condition. Unless the providing Party has authorized the Project Equipment to be expended or otherwise consumed without reimbursement to the providing Party, the receiving Party shall return the Project Equipment to the providing Party in as good condition as received, normal wear and tear excepted, or return the Project Equipment and pay the cost to restore it. If the Project Equipment is damaged beyond economical repair, the receiving Party shall return the Project Equipment to the providing Party (unless otherwise specified in writing by the providing Party) and pay its replacement value as computed pursuant to the providing Party's national laws and regulations. If the Project Equipment is lost 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 laws and regulations. If known at the time of entry into force, the replacement value of the Project Equipment shall be specified in the TA.
- 7.3. The providing Party shall deliver Project Equipment to the receiving Party at a mutually determined location. Possession of the Project Equipment shall pass from the

providing Party to the receiving Party at the time of receipt of the Project Equipment. Any further transportation is the responsibility of the receiving Party.

- 7.4. All Project Equipment that is transferred shall be used by the receiving Party only for the purposes of carrying out the TA, unless otherwise agreed to in writing by the providing Party. In addition, in accordance with Article XII (Third Party Sales and Transfers) of this MOA, Project Equipment shall not be re-transferred or sold to a Third Party without the prior written consent of the providing Party.
- 7.5. Project Equipment transferred to one Party under a TA shall be returned to the providing Party prior to the termination or expiration of this MOA or the TA. The receiving Party shall provide written notice of consumption or expenditure of Project Equipment approved for such consumption or expenditure. In the event the intended consumption does not occur, the receiving Party shall, unless otherwise determined by the providing Party, return the Project Equipment at a mutually agreed location. Any further transportation is the responsibility of the providing Party.
- 7.6. Any Project Equipment that is jointly acquired on behalf of both Parties for use under a TA shall be disposed of during the TA or when the TA ceases, as determined by the EA, unless a SC is established.
- 7.7. Disposal of jointly acquired equipment may include a transfer of the interest of one Party in such Project Equipment to the other Party, or the sale of such Project Equipment to a Third Party in accordance with Article XII (Third Party Sales and Transfers) of this MOA. The Parties shall share the consideration from jointly acquired Project Equipment transferred or sold to a Third Party in the same ratio as costs are shared under the TA.



## ARTICLE VIII

### DISCLOSURE AND USE OF PROJECT INFORMATION

#### 8.1. General

- 8.1.1. Both Parties recognize that successful collaboration depends on full and prompt exchange of Information necessary for carrying out this MOA. The Parties intend to acquire sufficient Project Information and rights to use such Information to enable collaboration on Projects to improve the defense capabilities of the Parties. The nature and amount of Project Information to be acquired shall be consistent with the objectives stated in Article II (Objective), Article III (Scope of Work), Article VI (Contracting Provisions), and the objectives and scope of the applicable TA.
- 8.1.2. The following export control conditions shall apply to the transfer of Project Information:
  - 8.1.2.1. Transfer of Project Information shall be consistent with the furnishing Party's applicable export control laws and regulations.
  - 8.1.2.2. 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 requirement of paragraphs 6.8. and 6.9. of Article VI (Contracting Provisions) of this MOA.
  - 8.1.2.3. Export-controlled Information may be furnished by Contractors, subcontractors, Prospective Contractors, and prospective subcontractors to the other Party's



Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of the other Party pursuant to this MOA, subject to the conditions established in licenses or other approvals issued by the U.S. Government or NATO in accordance with their applicable export control laws and regulations.

8.1.2.4. If a Party finds it necessary to exercise a restriction on the retransfer of export-controlled Information as set out in subparagraph 8.1.2.2. of this Article, it shall promptly inform the other Party. If a restriction is then exercised and the affected Party objects, that Party's EA, or the EA's representative, shall promptly notify the other Party's EA, or the EA's representative, and they shall immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects.

8.2. The following provisions shall apply to Project Foreground Information generated by a Party's military or civilian employees (hereinafter referred to as "Government and NATO Project Foreground Information)."

8.2.1. Disclosure: All Government and NATO Project Foreground Information shall be disclosed promptly and without charge to the Parties.

8.2.2. Use: Each Party may use or have used all Government and NATO Project Foreground Information without charge for Defense Purposes. The Party generating Government and NATO Project 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 conditions of Article XII (Third Party Sales and Transfers) of this MOA.

8.3. The following provisions shall apply to Project Background Information generated by a Party's military or civilian employees (hereinafter referred to as "Government and NATO





Project Background Information").

8.3.1. Disclosure: Each Party, upon request, shall disclose promptly and without charge to the other Party any relevant Government Project Background Information generated by its military or civilian employees, provided that:

8.3.1.1. Such Government and NATO Project Background Information is necessary to or useful in the Project, with the Party in possession of the Information determining, after consulting with the requesting Party, whether it is "necessary to" or "useful in" the Project.

8.3.1.2. Such Government and NATO Project Background Information may be made available only if the rights of holders of Intellectual Property rights are not infringed.

8.3.1.3. Disclosure of such Government and NATO Project Background Information is consistent with national disclosure policies and regulations of the furnishing Party.

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

8.3.2. Use: Government and NATO Project Background Information furnished by one Party to the requesting Party may be used without charge by or for the requesting Party for Project purposes. However, subject to Intellectual Property rights held by entities other than the Parties, such Government and NATO Project Background Information may be used for Project purposes by the requesting Party, without charge, when such Information is necessary for the use of Project Foreground Information. The furnishing Party, in consultation with the other Party, shall

determine whether the Government and NATO Project Background Information is necessary for the use of Project Foreground Information. The furnishing Party shall retain all its rights with respect to such Government and NATO Project Background Information.

#### 8.4. Contractor Project Foreground Information

8.4.1. Disclosure: Project Foreground Information generated and delivered by Contractors (hereinafter referred to as "Contractor Project Foreground Information") shall be disclosed promptly and without charge to both Parties.

8.4.2. Use: Each Party may use or have used without charge for Defense Purposes all Contractor Project Foreground Information generated and delivered by Contractors of the Parties. The Party whose Contractors generate and deliver Contractor Project 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 Project Foreground Information shall be subject to the conditions of Article XII (Third Party Sales and Transfers) of this MOA.

#### 8.5. Contractor Project Background Information

8.5.1. Disclosure: A Contracting Party shall make available to the other Party promptly and without charge all Contractor Project Background Information generated by Contractors that is delivered under Contracts awarded in accordance with this MOA. Any other Project 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:

8.5.1.1. Such Contractor Project 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.

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

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

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

8.5.2. Use: All Contractor Project Background Information delivered by Contractors under Contracts awarded in accordance with this 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. Any other Contractor Project Background Information furnished by one Party's Contractors and disclosed to a requesting Party may be used without charge by the requesting Party for Project purposes, subject to any restrictions by holders of Intellectual Property rights other than the Parties; also, when necessary for the use of Project Foreground Information, such other Contractor Project Background Information may be used by the requesting Party for Project purposes, subject to such fair and reasonable terms as may be necessary to be arranged with the Contractor. The furnishing Party, in consultation with the requesting Party, shall determine whether such other Contractor Project Background Information is necessary for the use of Project Foreground Information. The furnishing Party shall retain all its rights with

respect to Contractor Project Background Information.

8.6. Alternative Uses of Project Information

8.6.1. Any Project Background Information provided by one Party shall be used by the other Party only for the purposes set forth in this MOA, unless otherwise consented to in writing by the providing Party.

8.6.2. The prior written consent of each Party shall be required for the use of Project Foreground Information for purposes other than those provided for in this MOA.

8.7. Proprietary Project Information

8.7.1. All Project Information that is subject to disclosure and use restrictions with respect to Intellectual Property rights shall be identified and marked, and it shall be handled as Controlled Unclassified Information or as Classified Information, depending on its security classification.

8.7.2. 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.

8.8. Patents

8.8.1. Each Party shall include in all its Contracts for the Project a provision governing the disposition of rights in regard to Project Inventions and Patent rights relating thereto that either:

8.8.1.1. 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

- 8.8.1.2. Provides that the Contractor shall hold title (or may elect to retain title) for such Project 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 conditions of subparagraph 8.8.2. of this Article.
- 8.8.2. In the event that a Contractor owns title (or elects to retain title) to any Project 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 Project Invention throughout the world for Defense Purposes.
- 8.8.3. The conditions of subparagraphs 8.8.4. through 8.8.7. 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 and NATO-owned facilities, and for all Project Inventions made by Contractors for which the Contracting Party holds title or is entitled to acquire title.
- 8.8.4. 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 Project 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 Project 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.

- 8.8.5. Each Party shall be furnished with copies of Patent applications filed and Patents granted with regard to Project Inventions.
- 8.8.6. Each Party shall grant to the other Party a non-exclusive, irrevocable, royalty-free license under its Patents for Project Inventions, to practice or have practiced the Project Invention throughout the world for Defense Purposes.
- 8.8.7. Patent applications to be filed, or assertions of other Intellectual Property rights, under this MOA that contain Classified Information shall be protected and safeguarded in a manner no less stringent than the requirements contained in the NATO Agreement for the Mutual Safeguarding of Secrecy of Inventions Relating to Defence and for Which Applications for Patents Have Been Made, done in Paris on September 21, 1960, and its Implementing Procedures (or any successor agreement and procedures).
- 8.9. 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 the Project 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 contributions for that work specified in a TA.
- 8.10. As permitted by their applicable laws, regulations, and practices, the Parties shall give their authorization and

consent for the use and manufacture of any invention covered by Patent, including the non-commercial copyright, that is determined to be necessary for use in work performed under the Project.

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## ARTICLE IX

### CONTROLLED UNCLASSIFIED INFORMATION

- 9.1. Except as otherwise provided in this MOA, or as authorized in writing by the originating Party, Controlled Unclassified Information provided or generated pursuant to this MOA shall be controlled as follows:
- 9.1.1. Such Information shall be used only for the purposes authorized for use of Project Information as specified in Article VIII (Disclosure and Use of Project Information) of this MOA.
- 9.1.2. Access to such Information shall be limited to personnel whose access is necessary for the permitted use under subparagraph 9.1.1. of this Article, and shall be subject to the conditions of Article XII (Third Party Sales and Transfers) of this MOA.
- 9.1.3. Each Party shall take all lawful steps available to it, including national or NATO classification, to keep such Information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 9.1.2. 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.
- 9.2. 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 security Classification Guide. 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.



- 9.3. Controlled Unclassified Information provided or generated pursuant to this MOA shall be handled in a manner that ensures control as provided for in paragraph 9.1. of this Article.
- 9.4. Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Parties shall ensure that the Contractors are legally bound to control such Information in accordance with the conditions of this Article.



## ARTICLE X

### VISITS TO ESTABLISHMENTS

- 10.1. Each Party shall permit visits to its Government and NATO establishments, agencies and laboratories, 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 have the necessary and appropriate security clearances and a need-to-know.
- 10.2. All visiting personnel shall be required to comply with security regulations of the hosting Party. Any Information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the terms of this MOA.
- 10.3. Requests for visits by personnel of one Party to a facility of the other Party shall be coordinated through official channels, and shall conform with the established visit procedures of the hosting Party. Requests for visits shall bear the name of the Project.
- 10.4. 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 XI

### SECURITY

- 11.1. All Classified Information provided or generated pursuant to this MOA shall be stored, handled, transmitted, and safeguarded in accordance with NATO C-M (2002)49 (Final), "Security Within the North Atlantic Treaty Organisation," dated June 17, 2002, and subsequent supplements and amendments.
- 11.2. 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 conditions of release, and the fact that the Information relates to this MOA and the applicable TA, if necessary.
- 11.3. Each Party shall take all lawful steps available to it to ensure that Classified Information provided or generated pursuant to this MOA 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:
  - 11.3.1. 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 XII (Third Party Sales and Transfers) of this MOA.
  - 11.3.2. Shall not use the Classified Information for other than the purposes provided for in this MOA.
  - 11.3.3. Shall comply with any distribution and access restrictions on Classified Information that are provided under this MOA.
- 11.4. 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 MOA 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.

- 11.5. The POs shall prepare a PSI and a CG for each Project under this MOA. The PSI and the CG shall describe the methods by which Project 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 9.2. of Article IX (Controlled Unclassified Information) of this MOA. The PSI and CG shall be developed by the POs within three months after this MOA and each subsequent TA enters into Force. They shall be reviewed and forwarded to the Parties' DSAs for approval and shall be applicable to all Government and Contractor personnel participating in a Project under this MOA. 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 DSA prior to the transfer of any Classified Information or Material or Controlled Unclassified Information.
- 11.6. The DSA of the Party that awards a classified Contract shall assume responsibility for administering, including within its territory, security measures for the protection of the Classified Information, in accordance with applicable laws and regulations. Prior to the release to a Contractor, Prospective Contractor, or subcontractor of any Classified Information received under this MOA, the DSAs or their designees shall:
- 11.6.1. Ensure that such Contractor, Prospective Contractor, or subcontractor (and their facilities) have the capability to protect the Classified Information adequately.
  - 11.6.2. Grant a security clearance to the facilities, if appropriate.
  - 11.6.3. Grant a security clearance for all personnel with duties that require access to the Classified Information, if appropriate.
  - 11.6.4. Ensure that all persons having access to the Classified Information are informed of their obligations to protect the Classified Information

in accordance with applicable national or NATO security laws and regulations, and the provisions of this MOA.

- 11.6.5. Carry out periodic security inspections of cleared facilities to ensure that the Classified Information is properly protected.
- 11.6.6. Ensure that access to the Classified Information is limited to those persons who have a need-to-know for purposes of this MOA and any of its TAs.
- 11.7. 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 MOA 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 other Party shall be consulted for approval prior to permitting such access.
- 11.8. For any facility in which Classified Information is to be used, the responsible Party or Contractor shall approve the appointment of a person or persons to exercise effectively the obligations for safeguarding at such facility the Information pertaining to this MOA. These officials shall be responsible for limiting access to Classified Information involved in this MOA to those persons who have been properly approved for access and have a need-to-know.
- 11.9. Each Party shall ensure that access to Classified Information or Material is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information or Material in order to participate in this MOA or any of its TAs.
- 11.10. Information provided or generated pursuant to this MOA may be classified as high as SECRET. The existence of this MOA is unclassified and the contents are unclassified. The classification of any TA and its contents shall be stated in that TA.



## ARTICLE XII

### THIRD PARTY SALES AND TRANSFERS

- 12.1. Except to the extent permitted in paragraph 12.2. of this Article, the Parties shall not sell, transfer title to, disclose, or transfer possession of Project Foreground Information or any item produced either wholly or in part from the Project Foreground Information to any Third Party, including any NATO member nations or their representatives, without the prior written consent of the U.S. Government and the NCI Agency. Furthermore, neither Party shall permit any such sale, disclosure, or transfer, including by the owner, without the prior written consent of a duly authorized representative of the other Party. Such consent shall not be given unless a duly authorized representative of the intended recipient confirms in writing with the Parties that it shall:
- 12.1.1. Not retransfer, or permit the further retransfer of, any equipment or Information provided.
  - 12.1.2. Use, or permit the use of, the equipment or Information provided only for the purposes specified by the Parties.
- 12.2. Each Party shall retain the right to sell, transfer title to, disclose, or transfer possession of Project Foreground Information or any item produced wholly, or in part, from Project Foreground Information:
- 12.2.1. That is generated solely by either that Party or that Party's Contractors in the performance of that Party's work allocation under a TA.
  - 12.2.2. That does not include any Project Foreground Information or Project Background Information of the other Party, and whose generation, test, or evaluation has not relied on the use of Project Equipment of the other Party.
- 12.3. In the event questions arise as to whether the Project Foreground Information (or any item produced either wholly or in part from the Project 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 paragraph 12.2. of this Article, the matter shall

be brought to the immediate attention of the other Party's EA. The Parties shall resolve the matter prior to any sale or other transfer of such Project Foreground Information (or any item produced either wholly or in part from the Project Foreground Information) to a Third Party.

- 12.4. A Party shall not sell, transfer title to, disclose, or transfer possession of Project Equipment or Project Background Information provided by the other Party to any Third Party without the prior written consent of the government or the appropriate authority of the other Party that provided such equipment or Information. The providing Party shall be solely responsible for authorizing such transfers and, as applicable, specifying the method and conditions for implementing such transfers.



## ARTICLE XIII

### LIABILITY AND CLAIMS

13.1. For liability arising out of, or in connection with, activities undertaken in the performance of official duty in the execution of this MOA, the following conditions shall apply:

13.1.1. Claims against a Party or its military or civilian personnel shall be dealt with in accordance with the terms of applicable multilateral or bilateral treaties and agreements of the Parties.

13.1.2. For those claims for which multilateral or bilateral treaties or agreements do not apply, the following conditions apply:

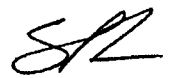
13.1.2.1. With the exception of claims for loss or damage to Project Equipment provided under this MOA and its TAs, which are addressed in Article VII (Project Equipment) of this MOA, and Intellectual Property infringement claims, which are addressed in Article VIII (Disclosure and Use of Project Information) of this 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 caused by such personnel of the other Party. However, if the Parties mutually agree 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.

13.1.2.2. Claims from any other persons for injury, death, damage, or loss of any kind caused by the military or civilian personnel under the command, control,



or direction of one of the Parties 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 specified in the TA. 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.

- 13.2. If a person or entity, other than the Party's military or civilian personnel, damages jointly acquired equipment, 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 specified in the TA.
- 13.3. Claims arising under any Contract awarded under this MOA shall be resolved in accordance with the conditions of the Contract.
- 13.4. Employees and agents of Contractors are not considered civilian personnel of a Party for the purposes of this Article.



## ARTICLE XIV

### CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

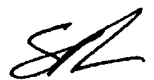
- 14.1. Customs duties, import and export taxes, and similar charges shall be administered in accordance with each Party's respective laws and regulations. Insofar as existing national or NATO laws and regulations permit, the Parties shall endeavor to ensure that such readily identifiable customs duties, 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 under this MOA.
- 14.2. 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 under this MOA. If any such customs duties, import and export taxes, or similar charges are levied, the Party in whose country they are levied shall bear such costs over and above that Party's shared costs of the Project.



ARTICLE XV

SETTLEMENT OF DISPUTES

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

A handwritten signature in black ink, appearing to be 'SL' or similar, located in the bottom right corner of the page.

## ARTICLE XVI

### GENERAL PROVISIONS

- 16.1. The working language for the MOA and its TAs shall be the English language.
- 16.2. All data and Information generated under this MOA, its TAs, or implementing Contracts shall be furnished and provided by one Party to the other in the English language.
- 16.3. No requirement shall be imposed by either Party for work sharing or other industrial or commercial compensation in connection with the MOA that is not in accordance with this MOA.
- 16.4. Project Foreground Information generated pursuant to this MOA (other than such Project Foreground Information covered by paragraph 12.2. of Article XII (Third Party Sales and Transfers) of this MOA) may be disclosed, furnished, or provided to any NATO member nation (in addition to the United States which already is entitled under the terms of this MOA to such Project Foreground Information) only if prior written approval by the Parties has been given and is in accordance with the provisions of paragraph 12.1. of Article XII (Third Party Sales and Transfer) of this MOA.



## ARTICLE XVII

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

- 17.1. All activities of the Parties under this MOA, and any TAs under this MOA, shall be carried out in accordance with their respective laws and regulations, including their respective export control laws and regulations. The obligations of the Parties shall be subject to the availability of funds for such purposes.
- 17.2. In the event of a conflict between an Article of this MOA and any Annex to this MOA, the Article of the MOA shall control. All TAs must incorporate by reference, and be consistent with, this MOA.
- 17.3. Except as otherwise provided, this MOA and its TAs may be amended by the mutual written consent of the Parties.
- 17.4. This MOA and any of its TAs may be terminated at any time upon the written consent of the Parties. In the event both Parties consent to terminate this MOA or any of its TAs, the Parties shall consult prior to the date of termination to ensure termination in the most economical and equitable manner.
- 17.5. Either Party may terminate this MOA or any of its TAs upon 90 days written notification to the other Party of its intent to terminate. Such notice shall be the subject of immediate consultation by the MOA Directors for termination of the MOA and the EAs for termination of a TA, to decide upon the appropriate course of action to conclude the activities under this MOA or a TA. In the event of such termination, the following rules apply:
  - 17.5.1. The Party terminating this MOA or a TA shall continue participation, financial or otherwise, up to the effective date of termination.
  - 17.5.2. Each Party shall be responsible for its TA-related costs associated with termination of a Project. For TAs that include Contracts awarded on behalf of both Parties, the Party terminating the TA 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, will a terminating Party's

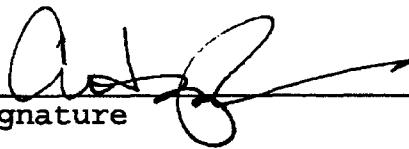
total financial contribution, including Contract termination costs, exceed that Party's total share of the Financial Cost Ceiling for financial contributions as established in the TA.

- 17.5.3. All Project Information and rights therein received under the conditions of this MOA or its TAs prior to the termination of this MOA or a TA shall be retained by the Parties, subject to the terms of this MOA and its TAs.
- 17.6. The respective rights and obligations of the Parties regarding Article VII (Project Equipment), Article VIII (Disclosure and Use of Project Information), Article IX (Controlled Unclassified Information), Article XI (Security), Article XII (Third Party Sales and Transfers), Article XIII (Liability and Claims), Article XV (Settlement of Disputes), and this Article XVII (Amendment, Termination, Entry into Force, and Duration) of this MOA shall continue to apply notwithstanding termination or expiration of this MOA and any of its TAs.
- 17.7. This MOA, which consists of seventeen (17) Articles and two (2) Annexes, shall enter into force upon signature by both Parties and shall remain in force for 20 years. It may be extended by written concurrence of the Parties. All TAs shall terminate upon the termination or expiration of this MOA.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MOA.

DONE, in duplicate, in the English language.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF  
AMERICA

  
\_\_\_\_\_  
Signature

ANTHONY P. REARDON  
\_\_\_\_\_  
Name

Director of Policy,  
International Affairs  
\_\_\_\_\_  
Title

24 February 2015  
\_\_\_\_\_  
Date

Pentagon, Washington DC  
\_\_\_\_\_  
Location

FOR THE NORTH ATLANTIC TREATY  
ORGANIZATION COMMUNICATIONS  
AND INFORMATION ORGANISATION

  
\_\_\_\_\_  
Signature

Koehn Gysbers  
\_\_\_\_\_  
Name

General Manager  
\_\_\_\_\_  
Title

20 March 2015  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

ANNEX A

MODEL TECHNICAL AGREEMENT (TA)

TECHNICAL AGREEMENT NO. \*XX-NN-nnnn

TO THE

MEMORANDUM OF AGREEMENT

BETWEEN

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

AND

NORTH ATLANTIC TREATY ORGANIZATION (NATO) COMMUNICATIONS AND  
INFORMATION ORGANISATION (NCIO)

REPRESENTED BY

NATO COMMUNICATIONS AND INFORMATION AGENCY  
(NCI AGENCY)

CONCERNING

COOPERATION ON PROJECTS

CONCERNING

(FULL DESIGNATION OF THE PROJECT)

DATED mm/dd/yyyy

\* The Technical Agreement Numbers shall be structured as follows:

XX-NN-nnnn where XX is a U.S. Military Service or Defense Agency designator such as N for Navy, A for Army, AF for Air Force, DAR for DARPA, etc.; NN is the calendar year, and nnnn is a sequential number.

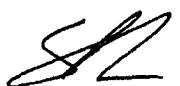


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*SP2*

## PREAMBLE

This Technical Agreement (TA) is entered into pursuant to the Memorandum of Agreement Between the Department of Defense of the United States of America (U.S. DoD) and the North Atlantic Treaty Organization (NATO) Communications and Information Organisation (NCIO) Represented by NATO Communications and Information Agency (NCI Agency) Concerning Cooperation on Projects (U.S. DoD - NCI Agency Cooperative Projects MOA), which entered into force (date), the terms of which are incorporated herein by reference.

## ARTICLE I

### DEFINITION OF TERMS AND ABBREVIATIONS

(Define only those terms used in this TA that have not been defined in the MOA.)

## ARTICLE II

### OBJECTIVES

- 2.1. The objectives of this \_\_\_\_\_ TA are:
  - 2.1.1. The development of \_\_\_\_\_.
  - 2.1.2. The improvement of \_\_\_\_\_.

## ARTICLE III

### SCOPE OF WORK

- 3.1. The following work shall be undertaken under this TA:
  - 3.1.1. Develop \_\_\_\_\_.
  - 3.1.2. Evaluate \_\_\_\_\_.
  - 3.1.3. Design, fabricate, and test \_\_\_\_\_.



ARTICLE IV

SHARING OF TASKS

4.1. The sharing of tasks shall be as follows:

4.1.1. U.S. DoD shall \_\_\_\_\_.

4.1.2. NCI Agency shall \_\_\_\_\_.

4.1.3. The U.S. DoD and NCI Agency shall jointly  
\_\_\_\_\_.

4.1.3.(x) Prepare a final report for transmittal to  
the EAs.

ARTICLE V

MANAGEMENT

(If a TA does not require a Steering Committee (SC), use the  
following format to set forth how the TA shall be managed.)

Alternative 1

5.1. This TA shall be directed and administered on behalf of  
the Parties by one Project Officer (PO) from each Party. The  
POs are:

|               |                |       |
|---------------|----------------|-------|
| U.S. DoD PO   | Title/Position | _____ |
|               | Organization   | _____ |
|               | Address        | _____ |
|               |                | _____ |
|               |                | _____ |
|               |                | _____ |
| NCI Agency PO | Title/Position | _____ |
|               | Organization   | _____ |
|               | Address        | _____ |
|               |                | _____ |
|               |                | _____ |
|               |                | _____ |

(If Required)

5.2. Project Offices shall be established in \_\_\_\_\_ (name  
of U.S. location) and in \_\_\_\_\_ (name of NCI Agency

location). The POs are responsible for management of those tasks listed as responsibilities in Article IV (Sharing of Tasks) of this TA.

5.3. Particular Management Procedures:

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

(If a Project requires the establishment of a SC, use the following format to set forth how the Project shall be managed.)

Alternative 2

5.1. This TA shall be directed and administered on behalf of the Parties by an organization consisting of a Steering Committee (SC) and one Project Officer (PO) from each Party. The SC members are:

|                      |                |       |
|----------------------|----------------|-------|
| U.S. DoD Co-Chairman | Title/Position | _____ |
|                      | Organization   | _____ |
|                      | Address        | _____ |
|                      |                | _____ |
|                      |                | _____ |

|                        |                |       |
|------------------------|----------------|-------|
| NCI Agency Co-Chairman | Title/Position | _____ |
|                        | Organization   | _____ |
|                        | Address        | _____ |
|                        |                | _____ |
|                        |                | _____ |

5.2. The POs are:

|             |                |       |
|-------------|----------------|-------|
| U.S. DoD PO | Title/Position | _____ |
|             | Organization   | _____ |
|             | Address        | _____ |
|             |                | _____ |
|             |                | _____ |

|               |                |       |
|---------------|----------------|-------|
| NCI Agency PO | Title/Position | _____ |
|               | Organization   | _____ |
|               | Address        | _____ |
|               |                | _____ |
|               |                | _____ |

*SR*

5.3. Particular Management Procedures:

(Mention only those additional management responsibilities not covered under Article IV (Management (Organization and Responsibility)) of the MOA. For instance, if a TA shall include assignment of CPP, add the following paragraph:)

5.4. [U.S. DoD/NCI Agency] may assign CPP to the facilities of [U.S. DoD/NCI Agency] to assist in administering this Project. The conditions that govern the conduct of CPP are described in Annex B (Cooperative Project Personnel), and the CPP position description is described in Appendix 1 to Annex B (Cooperative Project Personnel Position Description), to this TA.

#### ARTICLE VI

##### FINANCIAL ARRANGEMENTS

6.1. The Parties estimate that the cost of performance of the tasks under this TA shall not exceed \_\_\_\_ U.S. dollars (\$)..(\$)/EURO.

6.1.1. The DoD tasks shall not cost more than:  
\_\_\_\_\_ U.S.\$../EURO.

6.1.2. The NCI Agency tasks shall not cost more than:  
\_\_\_\_\_ U.S.\$../EURO.

6.2. Cooperative efforts of the Parties over and above the jointly agreed tasks set forth in the Article III (Scope of Work), Article IV (Sharing of Tasks), and Article VI (Financial Arrangements) of this TA shall be subject to amendment to this TA or signature of a new TA.

#### ARTICLE VII

##### CONTRACTING PROVISIONS (OPTIONAL)

(Address any additional contracting conditions, as required.)

#### ARTICLE VIII

##### CLASSIFICATION

The existence of the TA and its contents are unclassified.

Select one of the three following possibilities:

8.1. No Classified Information shall be exchanged under this TA;

8.1. The highest level of Classified Information exchanged under this TA is: Confidential/NATO Confidential; or

8.1. The highest level of Classified Information exchanged under this TA is: Secret/NATO Secret.

#### ARTICLE IX

##### PRINCIPAL ORGANIZATIONS INVOLVED

(List government laboratories, research centers, and other organizations of both the U.S. DoD and NCI Agency.)

#### ARTICLE X

##### PROJECT EQUIPMENT (OPTIONAL)

10.1. (If Project Equipment to be transferred is known at the time of TA signature, use the following alternative:) The Parties have determined that the transfer of Project Equipment is necessary for purposes of the Project.

| Providing Party | Receiving Party | QTY | Description | Part/ Stock # | Consumables/ Non-Consumables | Approx Replace- ment Value | Loan Period |
|-----------------|-----------------|-----|-------------|---------------|------------------------------|----------------------------|-------------|
|                 |                 |     |             |               |                              |                            |             |

(If transfer of Project Equipment is not known at time of TA signature, but it is believed to be necessary, include the following:)

After having secured appropriate approvals, the POs shall establish and maintain a list of all Project Equipment to be transferred for the purposes of the Project in the following format.

| Providing | Receiving | QTY | Description | Part/ | Consumables/ | Approx | Loan |
|-----------|-----------|-----|-------------|-------|--------------|--------|------|
|-----------|-----------|-----|-------------|-------|--------------|--------|------|

| Party | Party |  |  | Stock<br># | Non-Consumables | Replace<br>-ment<br>Value | Period |
|-------|-------|--|--|------------|-----------------|---------------------------|--------|
|       |       |  |  |            |                 |                           |        |

10.2. The providing Party shall deliver the Project Equipment at \_\_\_\_\_, unless another location is decided in writing by the PO. Upon expiration or termination of the transfer period specified in the table of this Article (taking into account any agreed extension), the receiving Party shall return the non-consumable Project Equipment, and any consumable Project Equipment not expended, to the providing Party at \_\_\_\_\_, unless another location is agreed in writing by the PO.

#### ARTICLE XI

##### SPECIAL PROVISIONS

(Identify any procedures, specifications, or other necessary attributes of the Project not delineated in other Articles.)

*SR*

ARTICLE XII

ENTRY INTO FORCE, DURATION, AND TERMINATION

This \_\_\_\_\_ TA, a Project under the Memorandum of Agreement between the Department of Defense of the United States of America and the North Atlantic Treaty Organization (NATO) Communications and Information Organisation (NCIO) represented by NATO Communications and Information Agency (NCI Agency) Concerning Cooperation on Projects, shall enter into force upon signature of both Parties, and shall remain in force for \_\_\_\_\_ years unless terminated by either Party. It may be extended by written agreement of the Parties.

DONE, in duplicate, in the English language.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF  
AMERICA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

FOR THE NORTH ATLANTIC TREATY  
ORGANIZATION COMMUNICATIONS  
AND INFORMATION ORGANISATION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location



## ANNEX B

### COOPERATIVE PROJECT PERSONNEL

#### 1.0. Purpose and Scope

- 1.1. This Annex establishes the conditions that shall govern the conduct of Cooperative Project Personnel (CPP) assigned for work in accordance with Article III (Scope of Work) of this MOA. CPP must be able to perform all responsibilities assigned to them under this MOA, its TAs, and this Annex. Commencement of assignments shall be subject to any requirements that may be imposed by the Host Party regarding acceptance of CPP, such as, but not limited to, visas and visit request documentation. The Host Party and Parent Party shall determine the length of tour for the positions at the time of initial assignment.
- 1.2. CPP shall be assigned to work on a specific TA and shall report to a supervisor to be identified by the Host Party. CPP shall have a position description determined by the Parent Party and Host Party. CPP shall not act as liaison officers for their Parent Party. CPP may act from time to time on behalf of their respective EA, if an SC is not established, members 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 U.S. Government when U.S. DoD is the Host Party or of NATO when NCI Agency is the Host Party.

#### 2.0. Security


- 2.1. The Host Party shall establish the level of security clearance required, if any, to permit CPP to have access to Classified Information and facilities. Access to Classified Information and facilities in which Classified Information is used shall be limited by the scope of the relevant TA and shall be kept to the minimum required to accomplish the work assignments.
- 2.2. The Parent Party shall file visit requests through prescribed channels in compliance with the Host Party's procedures. As part of the visit request procedures, each Party shall provide security assurances and specify the



security clearances for the CPP being assigned, in compliance with established Host Participant procedures.

- 2.3. The Host Party and Parent Party shall use their best efforts to ensure that CPP assigned to a Host Party's facility to conduct a TA are aware of the requirements of the MOA. Prior to commencing assigned duties, CPP shall, if required by the Host Party's laws, regulations, policies, or procedures, sign a certification concerning the conditions and responsibilities of CPP.
- 2.4. CPP shall at all times be required to comply with the security and export control laws, regulations, and procedures of the Host Party's Government. Any violation of security procedures by CPP during their assignment shall be reported to the Parent Party for appropriate action. CPP committing significant violations of security laws, regulations, or procedures during their assignments shall be withdrawn from the TA with a view toward appropriate administrative or disciplinary action by their 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 conditions and safeguards provided for in Article XI (Security) of the MOA.
- 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 their Parent Party. They shall be granted access to such Information in accordance with Article IX (Controlled Unclassified Information) and Article XI (Security) of the MOA during normal duty hours and when access is necessary to perform work for the TA.
- 2.7. CPP assigned to a Host Party's facility to conduct a TA shall not serve as a conduit between the Host Party and Parent Party for requests and/or transmission of Classified Information and material or Controlled Unclassified Information outside the scope of their assignment, unless specifically authorized by the Parent Party.
- 3.0. Technical and Administrative Matters



- 3.1. The tax treatment of income received by CPP from the Parent Party shall be determined by reference to the tax legislation or regulations, as applicable, of the U.S. Government and NATO, subject to the terms of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA).
- 3.2. Upon or shortly after arrival, CPP shall be provided briefings arranged by the Host Party's representative regarding (subject to applicable multilateral and bilateral agreements) entitlements, privileges, and obligations such as:
- 3.2.1. If available, any medical and dental care that may be provided to CPP and their dependents at local medical facilities, subject to the requirements of applicable laws and regulations, including reimbursement when required.
  - 3.2.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and their dependents, subject to the requirements of applicable laws and regulations.
  - 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 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, the Parent Party may make suitable arrangements for its CPP to the same extent as for Host party personnel.
  - 3.2.4. Responsibility of CPP and their accompanying dependents to obtain 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 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.
  - 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 any offense under the laws of the Host Party or Parent Party, including its Government, as applicable, may be withdrawn from the Project 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 CPP exercise disciplinary powers over the Host Party's personnel. In accordance with the laws and regulations of the U.S. Government, when the U.S. DoD is the Host Party, or of NATO when NCI Agency is the Host Party, 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 mutually decided by the Host Party and 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, they may become involved in activities that may embarrass either Party.
  - 3.5.2. Deployments in non-direct hostility situations, such as UN peacekeeping or multi-national operations, or third countries.
  - 3.5.3. Duty assignments in which direct hostilities are likely. Should a Host Party's facility become



involved in hostilities unexpectedly, CPP assigned to that facility shall not be involved in the hostilities. Any such CPP approved by the Host Party and 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.

- 3.6. The provisions of the NATO Status of Forces Agreement 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 B

COOPERATIVE PROJECT PERSONNEL POSITION DESCRIPTION

1. Position:
  - a. Title: Cooperative Project Personnel (CPP)
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 related subject, staff and/or operational experience, military specialty similar to U.S. Acquisition Program Manager and/or acquisition engineering experience.*) The CPP shall perform the following tasks and responsibilities, as mutually agreed by the 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 TA*). CPP shall require Information access to (*Insert specific Information access requirements, e.g., research, development, and engineering programs involving the system in question*);
  - b. Specific duties;
  - c. The CPP requires access to computer word processing systems for preparing reports;
  - d. Anticipated travel requirements and locations;
  - e. The CPP shall attend technical meetings and symposiums as required in performance of assigned duties;
  - f. Reporting requirements (*e.g., Provide a monthly summary of the U.S. DoD/NCI Agency cooperative Projects that are undertaken as TAs under the MOA*) and any detail



requirement (e.g., *This report is to cover plans and program execution, associated technology programs in the U.S. DoD, NCI Agency, and industry, and in-service support and engineering issues. It should also include forecasts of forthcoming trials, tests and program reviews.*);

- g. Attend NCI Agency and U.S. DoD Project reviews and provide a summary report of TA activities at that venue as required;
- h. In support of the TA, advise the PO on respective national/NATO procurement and fielding policy, support, and logistics doctrine and organization; and
- i. Provide administrative support and coordination for the TA Steering Committee (TASC) and other Project meetings. In particular, the CPP shall (sample tasks listed below):
  - (1) Request inputs from the PO at least two weeks prior to each meeting;
  - (2) Provide written briefs to the PO at least one week prior to each meeting;
  - (3) Provide draft minutes for each meeting within 10 days of the conclusion of the meeting;
  - (4) Provide written briefs on TA activities to the PO every six weeks;
  - (5) Coordinate with key players in all TAs so as to ensure timely progress;
  - (6) Act as focal point for routing requests for Information from both Participants regarding TAs;
  - (7) Attend TA meetings and providing administrative support where necessary; and
  - (8) Brief progress on TAs to the PO as directed above.