

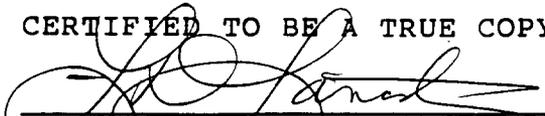
TTCP

# MEMORANDUM OF UNDERSTANDING

FOR

## THE TECHNICAL COOPERATION PROGRAM

CERTIFIED TO BE A TRUE COPY:

  
CDR L. D. Lancaster, Navy IPO-03B3

MEMORANDUM OF UNDERSTANDING  
AMONG  
THE DEPARTMENT OF DEFENCE OF AUSTRALIA  
THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA  
THE NEW ZEALAND DEFENCE FORCE  
THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND  
AND  
THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA  
CONCERNING  
THE TECHNICAL COOPERATION PROGRAM

(Short Title: TTCP MOU)

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## INTRODUCTION

The Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America, hereinafter referred to as the "Participants":

Having a common interest in defense cooperation;

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

Desiring to improve their mutual conventional defense capabilities through the application of emerging technology; Seeking to make the best use of their respective scientific and technological capabilities, eliminate unnecessary duplication of work, and obtain the most efficient and cost-effective results through cooperation;

Recognizing the longstanding success of The Technical Cooperation Program (TTCP) in meeting the objectives established in the 25 October 1957 Declaration of Common Purpose by the President of the United States and the Prime Minister of Great Britain:

"The arrangements which the nations of the free world have made for collective defense and mutual help are based on the recognition that the concept of national self-sufficiency is now out of date. The countries of the free world are interdependent and only in genuine partnership, by combining their resources and sharing tasks in many fields can progress and safety be found. For our part we have agreed that our two countries will hence forth act in accordance with this principle."

Recognizing the longstanding activities and achievements of the TTCP Subcommittee on Non-Atomic Military Research and Development (NAMRAD) of the Combined Policy Committee, which was joined by Canada in 1957, and Australia and New Zealand in the 1960s; and,

Desiring to establish a contemporary, formal framework within this Memorandum of Understanding (MOU) to further enhance the value of TTCP and ensure its continued efficient and effective operation in future decades;

Have reached the following understandings:

SECTION I

DEFINITION OF TERMS

Background Information	Information generated outside the scope of a particular TTCP S&T harmonization and alignment effort or TTCP Project.
Classified Information or Material	Official Information or Material that requires protection in the interests of national security and is so designated by the application of a security classification marking.
Contributing Participant	A Participant that contributes resources to a TTCP-authorized S&T harmonization and alignment effort or is a signatory to a TTCP PA.
Contract	Any mutually binding legal relationship which obligates a Contractor to furnish supplies or services, and obligates a Participant to pay for them.
Contracting Agency	The entity within the government organization of a Participant, which has authority to enter into, administer, and/or terminate Contracts.
Contractor	Any entity awarded a Contract by a Participant's Contracting Agency.
Contractor Support Personnel	Persons who provide administrative, managerial, scientific, or technical support services to a Participant under a contract with that Participant.
Controlled Unclassified Information	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the Information is provided or generated under the MOU, the Information will be marked to identify its "in confidence" nature. It could include Information which has been declassified, but remains controlled.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of any Participant, but excluding defense sales or other transfers.

Designated Security Authority (DSA)	The security office designated by national authorities to be responsible for the security aspects of this MOU.
Equipment and Material	Any material, equipment, end item, subsystem, component, special tooling or test equipment used in a TTCP S&T harmonization and alignment effort or TTCP Project.
Information	Knowledge which can be communicated by any means, regardless of form or type including, but not limited to, knowledge of a scientific, technical, business, or financial nature whether or not subject to copyright, patent, or other legal protection.
Invention	Any invention or discovery formulated, made (conceived or first actually reduced to practice) in the course of work performed under a TTCP S&T harmonization and alignment effort, or a TTCP Project.
Jointly Generated Foreground Information	Information jointly generated by the Contributing Participants in the performance of a particular TTCP S&T harmonization and alignment effort or TTCP Project.
National Foreground Information	Information generated solely by one of the Contributing Participants in the performance of a particular S&T harmonization and alignment effort or TTCP Project.
National Technical Representatives	Representatives of the Participants who are specifically authorized, in accordance with national procedures, to exchange Information and conduct S&T harmonization and alignment efforts under this MOU.
Patent	Legal protection of the right to exclude others from making, using, or selling 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.
Production Information	Designs, drawings, chemical and mathematical equations, specifications, models, manufacturing techniques, software source code,

and related information necessary to manufacture or substantially upgrade military materiel and munitions.

Science and Technology (S&T) Basic research, exploratory development, and advanced development activities that are not part of weapon system specific research and development or production efforts.

TTCP Activity A specific TTCP S&T harmonization and alignment effort or TTCP Project.

TTCP Document Information in any form published and disseminated throughout TTCP in accordance with the procedures contained in the Policies, Organization and Procedures in Non-Atomic Military Research and Development (POPNAMRAD) document.

TTCP Project Specific S&T collaborative activity described in a Project Arrangement to this MOU.

TTCP Project Arrangement (PA) An implementing arrangement, added after the MOU enters into effect, which specifically details the provisions of binding collaboration on a specific TTCP Project between two or more Participants.

TTCP Subordinate Element Any TTCP Subgroup, Technology Liaison Group, Technical Panel, Action Group, Ad Hoc Study Group, or similar body authorized to conduct TTCP-related S&T activities by the Principals in accordance with Section IV (Management), and as defined in POPNAMRAD.

Third Party Any person or other entity whose government or agency thereof is not a Participant to this MOU.

## SECTION II

### OBJECTIVES

2.1 TTCP provides the means for the Participants to acquaint each other with national defense science and technology (S&T) programs, and cooperate in a broad range of defense S&T activities by pursuing the following objectives.

2.1.1 Augmentation of national defense S&T programs with knowledge and resources gained from the other Participants.

2.1.2 Avoidance of unnecessary duplication among the Participants' national defense S&T programs.

2.1.3 Promotion of concerted action to identify and close important gaps in the technology bases of the Participants.

2.1.4 Exchange of S&T information among the Participants to assist each Participant in meeting its defense requirements.

2.2 The objective of this MOU is to establish a mechanism among the Participants that will provide for the continuation and enhancement of all TTCP efforts.

2.3 The activities of the Participants under this MOU and any TTCP Project Arrangements (PA) will be carried out consistent with their national laws.

## SECTION III

### SCOPE

3.1 The scope of this MOU encompasses the responsibilities of the Participants with respect to TTCP research, development, trials, and testing collaboration on S&T activities whose maturation may lead to enhancements in defense technologies, the development of technologically superior conventional weapons systems, and improved methods of operation and increased operational effectiveness. Accordingly, the scope of activities under this MOU may range from basic research to advanced concept technology demonstrations.

3.2 This MOU does not preclude the Participants from entering into any other bilateral or multilateral arrangements in the area of S&T.

3.3 Cooperation in weapon-system specific development or production programs which may evolve from collaboration under this MOU is outside the scope of this MOU and will require establishment of separate arrangements.

3.4 The specific policies and procedures that govern TTCP collaboration are contained in this MOU and further amplified in Policies, Organization and Procedures in Non-atomic Military Research and Development (POPNAMRAD), with particular emphasis in the following areas.

3.4.1 Exchange of S&T Information.

3.4.2 Harmonization and alignment of national S&T programs.

3.4.3 Expanded collaboration through TTCP Projects.

3.5 Information Exchange: Information exchange within TTCP will take place on a balanced, reciprocal basis of approximately equivalent value among the Participants, quantitatively and qualitatively. Information exchange need not necessarily coincide in time, technical field, nor in the form of Information.

3.5.1 TTCP Subordinate Element Terms of Reference (TORs) define the scope of authorized Information exchange within TTCP. TTCP Subordinate Element Information exchange efforts may only be conducted in accordance with approved TORs.

3.5.2 While the scope of TTCP is limited to S&T, at the discretion of TTCP Subordinate Element National Technical Representatives and subject to the restrictions of this MOU, weapon system specific research and development Information may

be exchanged within TTCP Subordinate Elements in order to reach a better understanding of the state of the art of technologies of mutual interest.

3.5.3 This MOU permits the exchange of S&T computer software as Information.

3.6 S&T Harmonization and Alignment: Participants may conduct S&T harmonization and alignment efforts related to their respective national S&T programs, such as S&T task performance, comparative evaluation of S&T computer software, or S&T trials activity, subject to the following provisions.

3.6.1 S&T program harmonization and alignment efforts within TTCP, with the exception of Equipment and Material transfers, will be conducted on a best efforts basis through the mutual consent of the National Technical Representatives in TTCP Subordinate Elements. Such efforts will be determined and defined in writing by the appropriate TTCP Subordinate Element in accordance with POPNAMRAD. However, these efforts will not establish a binding commitment upon any Participant to allocate financial or non-financial resources, perform S&T tasks, or conduct any other TTCP-related S&T activity.

3.6.2 Transfers of Equipment and Material among the Participants in pursuit of S&T harmonization and alignment efforts will be conducted in accordance with Section VII (Equipment and Material Transfers), and will be documented using the Equipment and Material Transfer Form at Appendix 1.

3.6.3 Computer software or documentation associated with weapon-systems or sensor-systems may be transferred under this MOU in accordance with national procedures, subject to the following limitations.

3.6.3.1 Such transfers must be necessary or useful to the conduct of S&T harmonization and alignment efforts under this MOU as determined by the providing Participant.

3.6.3.2 Such transfers may occur only where national authority for such release has been obtained by the National Technical Representative of the providing Participant. Such release may be subject to restrictions on use placed by the providing Participant.

3.7 TTCP Projects: Two or more Participants may elect to enter into TTCP Projects under TTCP PAs that are governed by the general principles of this MOU regarding their initiation, conduct, and management. These TTCP PAs will be entered into pursuant to this MOU and will incorporate by reference the provisions of this MOU.

3.7.1 Each TTCP PA will include specific provisions, consistent with this MOU, concerning the objectives, scope of work, sharing of work, management structure, financial arrangements (if required), contractual arrangements (if required), and security classification for the applicable TTCP PA. TTCP PAs will generally conform with the format set forth in Appendix 2. In the event of a conflict between the provisions of this MOU and any TTCP PA, the MOU will take precedence.

3.8 Each Participant reserves the right to determine the appropriateness of using S&T harmonization and alignment efforts or a TTCP PA for a proposed Activity under this MOU. Guidance on whether such Activities should be conducted as an S&T harmonization and alignment effort or a TTCP Project will be provided in POPNAMRAD.

3.9 TTCP promotes personnel visits and exchanges that enhance TTCP's objectives. Any TTCP-sponsored visits will be arranged and conducted in accordance with Section X (Channels of Communication and Visits). Any TTCP-related personnel exchanges will be effected through separate arrangements rather than under this MOU.

3.10 Participation in TTCP Subordinate Element activities is normally limited to employees of the Participants or their governments and associated Contractor Support Personnel. Participation in TTCP Subordinate Element activities by Contractors or other persons will be permitted only in accordance with Section IV (Management), and will be subject to other relevant provisions of this MOU such as Section VIII (Disclosure and Use of Information), Section X (Channels of Communication and Visits), and Section XI (Security).

SECTION IV

MANAGEMENT

4.1 The Participants hereby establish the following TTCP Principals for this MOU (or their equivalents in the event of reorganization) who are authorized to act on behalf of the Participants in matters pertinent to this MOU:

<u>Australia:</u>	Chief Defence Scientist
<u>Canada:</u>	Chief Research and Development
<u>New Zealand:</u>	Director, Defence Scientific Establishment
<u>United Kingdom:</u>	Chief Scientist
<u>United States:</u>	Deputy Director, Defense Research and Engineering

4.2 The Principals, acting jointly as the TTCP NAMRAD Subcommittee, will make decisions on a unanimous basis except with respect to decisions under paragraph 4.2.6. The NAMRAD Subcommittee possesses the following responsibilities:

4.2.1 Approving the policies and organization required for TTCP operation. Authorizing the POPNAMRAD.

4.2.2 Designating and authorizing the fields of defense S&T and efforts to be carried out under this MOU.

4.2.3 Reviewing progress by the Participants in achieving the objectives of TTCP.

4.2.4 Fostering maximum cooperation and exchange of Information among the Participants in designated areas of defense S&T.

4.2.5 Reviewing and recommending to the Participants amendments to this MOU in accordance with Section XVI (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration).

4.2.6 Authorizing, in accordance with national procedures, new TTCP PAs and, as appropriate, the amendment or termination of existing TTCP PAs on behalf of the Contributing Participants in accordance with Section XVI (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration).

4.2.7 Holding annual meetings, with the understanding that additional meetings may be held upon mutual consent of the

Principals.

4.3 To ensure timely, effective management of TTCP, each Principal may appoint a Deputy normally located in Washington, D.C., hereinafter referred to collectively as the Washington Deputies. Decisions of the Washington Deputies, to the extent authorized by this MOU and national procedures, will be made unanimously. The Washington Deputies will possess the following responsibilities:

4.3.1 Performing any TTCP management function under this MOU as assigned by the NAMRAD Subcommittee.

4.3.2 Referring issues to the NAMRAD Subcommittee that cannot be mutually resolved by the Washington Deputies.

4.3.3 Issuing the POPNAMRAD document.

4.3.4 Resolving any issues that are brought forward by TTCP Subordinate Elements and TTCP Project Steering Committees. Such issues will be resolved by consultation among the Washington Deputies of the Contributing Participants.

4.3.5 Coordinating requests for Third Party sales or transfers on behalf of the Participants in accordance with Section XII (Third Party Sales and Transfers).

4.3.6 Performing any other duties specified in POPNAMRAD.

4.3.7 Appointing a Washington Secretariat representative to coordinate administrative actions associated with TTCP, with duties as specified in POPNAMRAD.

4.4 TTCP Subordinate Elements formed in accordance with this MOU and the POPNAMRAD will consist of National Technical Representatives and other S&T personnel of the Participants as required to meet the objectives of TTCP. The National Technical Representatives of TTCP Subordinate Elements will possess the following responsibilities, as well as any additional duties assigned by the Principals and Washington Deputies:

4.4.1 Maintaining oversight of the security aspects of TTCP Subordinate Element activities in accordance with Section IX (Controlled Unclassified Information) and Section XI (Security).

4.4.2 Authorizing participation by Contractors or other persons in TTCP Subordinate Element activity, subject to the unanimous consent of the National Technical Representatives participating in the activity.

4.5 TTCP Projects will be managed in accordance with the management structure established in specific TTCP PAs. Unless otherwise decided by the Contributing Participants in a specific TTCP PA, the following management structure will normally be employed.

4.5.1 A Steering Committee (SC) comprised of the TTCP Subordinate Element National Technical Representatives (or other designated national representatives) of the Contributing Participants in a specific TTCP PA will be responsible for overseeing that specific TTCP Project's activities. The SC will elect a Chairman, make decisions on a unanimous basis, and provide overall policy and management direction to the TTCP PA's Project Officers having regard to normal TTCP practice.

4.5.2 Project Officers (POs) comprising the National Technical Representatives of a lower level TTCP Subordinate Element (or other designated national representatives) of the Contributing Participants will be responsible for day-to-day management of that specific TTCP Project's activities. POs will have primary responsibilities for effective implementation, efficient management and direction of their assigned TTCP PA including technical, cost, and schedule performance against TTCP PA requirements. POs will also be responsible for the following:

4.5.2.1 Reporting status, activity, and results of their assigned TTCP PA through TTCP and national channels.

4.5.2.2 Referring issues that cannot be mutually resolved by the POs to the SC for resolution.

SECTION V

FINANCIAL ARRANGEMENTS

5.1 Each Participant will bear the full costs it incurs in performing, managing, and administering any efforts under this MOU. No funds will be transferred among the Participants under this MOU.

5.2 Information Exchange and S&T Harmonization and Alignment: In as much as Information exchange and S&T harmonization and alignment efforts are conducted on a best efforts basis, no activities in these areas will require a binding financial commitment by the Participants.

5.3 TTCP Projects: The following financial provisions apply to TTCP Projects.

5.3.1 The Contributing Participants will contribute to that TTCP Project their equitable share of the full cost of that TTCP Project and will receive the results of that TTCP Project. All contributions of any kind to a TTCP Project will be considered in determining equitability.

5.3.2 Each Contributing Participant will endeavor to perform, or have performed, its tasks within the resource estimates specified in that TTCP PA.

5.3.3 Costs associated with meeting any unique national requirements identified by a Contributing Participant will be borne entirely by the Contributing Participant incurring the costs.

5.4 A Contributing Participant will promptly notify the other Contributing Participants if available funds are not adequate to carry out its share of a TTCP Activity. If a Contributing Participant notifies the other Contributing Participants that it is terminating or reducing its funding for that TTCP Activity, the Contributing Participants will immediately consult with a view toward continuation on a changed or reduced basis.

5.5 The financial responsibilities of the Participants under this MOU and its TTCP PAs will be subject to the continued availability of appropriated funds for such purposes.

## SECTION VI

### CONTRACTUAL ARRANGEMENTS

6.1 National procedures will be employed in the event a Participant decides to place Contracts to fulfill its responsibilities under this MOU. This MOU provides no authority for placing Contracts on another Participant's behalf.

6.2 Information Exchange: This MOU creates no obligation nor provides authorization to place Contracts to implement any Information exchanges under this MOU.

6.3 S&T Harmonization and Alignment and TTCP Projects: If a Participant places a Contract to implement a TTCP Activity pursuant to this MOU, the following provisions will apply.

6.3.1 That Participant will contract in accordance with its national laws, regulations, and practices, with such waivers and deviations as its practices permit, and as are deemed necessary to implement the provisions of this MOU.

6.3.2 When a Participant contracts to undertake a task under this MOU, the other Participants will not be subject to any liability arising from such Contracts without their written consent.

6.3.3 That Participant will ensure that its Contracting Agency will negotiate to obtain the rights to use and disclose Information required by Section VIII (Disclosure and Use of Information). The Contracting Agency will insert into their Contracts (and require Contractors to insert into their subcontracts) suitable provisions to satisfy the requirements of this MOU, including Section VIII (Disclosure and Use of Information), Section IX (Controlled Unclassified Information), Section XI (Security) and Section XII (Third Party Sales and Transfers). During the Contracting process, the Contracting Agency will advise prospective Contractors of their obligation to notify the Contracting Agency immediately if they are subject to any license or agreement that will restrict that Participant's freedom to disclose Information or permit its use. The Contracting Agency will also advise prospective Contractors to employ their best efforts not to enter into any new agreement or arrangement that will result in restrictions.

6.3.4 In the event that its Contracting Agency is unable to secure adequate rights to use and disclose Information as required by Section VIII (Disclosure and Use of Information), or is notified by Contractors or potential Contractors of any restrictions on the disclosure and use of Information, that Participant will notify the other Contributing Participant(s) of the restrictions.

6.3.5 A Contributing Participant will promptly advise the other Contributing Participant(s) of any schedule delay, or performance problems of any Contractor for which that Participant's Contracting Agency is responsible.

## SECTION VII

### EQUIPMENT AND MATERIAL TRANSFERS

7.1 S&T Harmonization and Alignment: Equipment and Material transfers in support of S&T harmonization and alignment efforts will be documented using the TTCP Equipment and Material Transfer (E&MT) Form at Appendix 1. Selected National Technical Representatives or other designated national representatives will be authorized to sign TTCP E&MT Forms in accordance with applicable national procedures. TTCP E&MT Forms will be signed by the Participants involved in such Equipment and Material transfers prior to actual transfer of Equipment and Material. The provisions of paragraph 7.3 will apply to all such Equipment and Material transfers under TTCP E&MT Forms.

7.2 TTCP Projects: Provisions associated with Equipment and Material transfers in support of a specific TTCP Project will be contained in the applicable TTCP PA. A TTCP PA will be signed by the Contributing Participants prior to actual transfer of Equipment and Material associated with that TTCP Project. The provisions of paragraph 7.3 will apply to all such Equipment and Material transfers under TTCP PAs.

7.3 The following provisions apply to all Equipment and Material transfers under this MOU.

7.3.1 Each Participant will transfer without charge to the other Participants such Equipment and Material identified in a TTCP E&MT Form or TTCP PA as being necessary for the corresponding TTCP Activity.

7.3.2 Equipment and Material transferred under TTCP E&MT Forms or TTCP PAs will be used by the receiving Participant only for the purposes detailed in this MOU and applicable TTCP E&MT Form or TTCP PA. In addition, the receiving Participant will maintain the Equipment and Material in good order, repair, and operable condition and return the items in operable condition and in as good a condition as received, normal wear and tear excepted, unless the providing Participant has consented that the transferred Equipment and Material may be modified, expended, or otherwise consumed in connection with the TTCP Activity. Unless mutually decided otherwise, in the event of damage or loss, the receiving Participant will pay the cost of damage to (other than normal wear and tear) or loss of Equipment and Material under arrangements jointly decided by the providing and receiving Participants.

7.3.3 Each TTCP E&MT Form or TTCP PA will list the Equipment and Material to be transferred, and will provide detailed provisions for such transfers. For TTCP PAs, if a

complete list of Equipment and Material to be transferred under the Project cannot be developed prior to TTCP PA signature, the TTCP PA may contain provisions for the development and maintenance of such a list by the POs.

7.3.4 Equipment and Material transferred under a TTCP E&MT Form or TTCP PA will remain the property of the owner and will be returned as set forth in the TTCP E&MT Form or TTCP PA. However, it is recognized that the success of a TTCP Activity may require the expenditure or consumption of the Equipment and Material. In such cases, the TTCP E&MT Form or TTCP PA will state that the Equipment and Material is to be expended or consumed and not returned to the providing Participant.

7.3.5 Except for claims relating to damage to or loss of Equipment and Material, the Contributing Participants in a TTCP Activity involving transfer of Equipment and Material under a TTCP E&MT Form or TTCP PA will not assert claims against each other for injury or death of its personnel, and damage to its property, resulting from the use of the Equipment and Material transferred by another Participant.

7.3.6 The Contributing Participants in a TTCP Activity involving transfer of Equipment and Material under a TTCP E&MT Form or TTCP PA will make every effort to ensure that the Equipment and Materials are furnished in a serviceable and usable condition according to its intended purpose. However, the Contributing Participants make no warranty or guarantee of fitness of the Equipment and Material for a particular purpose or use, and make no commitment to modify, improve, or adapt the Equipment and Material or any part thereof.

## SECTION VIII

### DISCLOSURE AND USE OF INFORMATION

#### General

8.1 The following general provisions will apply.

8.1.1 The Participants recognize that successful collaboration in TTCP depends on full and prompt exchange or development of Information necessary to carry out such activities and use the results.

8.1.2 A receiving Participant will ensure that Contractor Support Personnel or Contractors to whom it discloses Information received under this MOU are placed under a legally binding obligation to control such Information in accordance with this MOU.

8.1.3 All sales, transfers of title, disclosures, or transfers of possession of Information by Participants to Third Parties will be subject to the provisions of Section XII (Third Party Sales and Transfers).

8.1.4 Where appropriate, the Participants will ensure that Information exchanged under this MOU is identified, marked, and handled in accordance with Section IX (Controlled Unclassified Information) or Section XI (Security).

8.1.5 No transfer of ownership will take place between the Participants under this MOU.

8.1.6 Production Information will not be exchanged or provided through TTCP Subordinate Elements under this MOU.

#### Information Exchange

8.2 The scope of Background Information (BI) exchanged in a TTCP Subordinate Element will be defined in that Subordinate Element's Terms of Reference. The disclosure and use provisions which govern exchange of BI authorized in Section III (Scope), paragraph 3.5 are as follows.

8.2.1 Disclosure: At its discretion, the furnishing Participant may disclose BI to one or more of the other Participants.

8.2.2 Use: Use of BI will be for information and evaluation purposes only. Written permission from the furnishing Participant will be required for any other use.

## S&T Harmonization and Alignment and TTCP Projects

8.3 The disclosure and use provisions which govern S&T harmonization and alignment activities and TTCP Projects authorized in Section III (Scope), paragraphs 3.6 and 3.7, are as follows.

### 8.3.1 Background Information

8.3.1.1 Disclosure: Each Contributing Participant in a TTCP Activity will disclose to the other Contributing Participants promptly and without charge all BI which is necessary for the performance of that TTCP Activity and use of its results, provided that the provisions specified in paragraphs 8.3.1.1.1 through 8.3.1.1.3 are met.

8.3.1.1.1 The BI is considered necessary to or useful in the TTCP Activity, as determined by the furnishing Participant.

8.3.1.1.2 The BI may be made available without incurring liability to holders of proprietary rights.

8.3.1.1.3 Disclosure of the BI is consistent with national disclosure policies and regulations of the furnishing Participant.

Such BI may also be disclosed to non-Contributing Participants at the discretion of the furnishing Participant.

8.3.1.2 Use: Contributing Participants receiving BI under the provisions of 8.3.1.1 may use or have used such Information without charge for the purpose of conducting that TTCP Activity and using the results for Defense Purposes. In addition, with written permission and at the discretion of the furnishing Participant, BI may be used by Contributing Participants or non-Contributing Participants for any other purpose.

### 8.3.2 National Foreground Information (NFI)

8.3.2.1 Disclosure: Each Contributing Participant in a TTCP Activity will disclose promptly and without charge all NFI generated by or for that Participant under that Activity to the other Contributing Participants and, at its discretion, may further disclose such NFI to non-Contributing Participants.

8.3.2.2 Use: Each Contributing Participant receiving NFI may use or have used such Information without charge for its Defense Purposes unless mutually decided otherwise in writing. In addition, with written permission and at the discretion of the

furnishing Participant, NFI may be used by non-Contributing Participants for any specified purpose.

### 8.3.3 Jointly Generated Foreground Information (JGFI)

8.3.3.1 Disclosure: All JGFI generated in a TTCP Activity will be disclosed to all Contributing Participants in that Activity promptly and without charge. Disclosure of JGFI to non-Contributing Participants is subject to the mutual written consent of the Contributing Participants.

8.3.3.2 Use: Contributing Participants generating or receiving JGFI may use or have used such Information without charge for its Defense Purposes unless mutually decided otherwise in writing. In addition, with written permission and as mutually decided by the Contributing Participants, JGFI may be used by non-Contributing Participants for any specified purpose.

### TTCP Documents

8.4 Disclosure: TTCP Documents will be disclosed to all Participants. Any Information subject to restricted disclosure under paragraphs 8.2 or 8.3, or restricted use other than under paragraph 8.5 will not be published or disseminated as a TTCP Document. However, such Information may be published or disseminated to authorized recipients under the auspices of TTCP in accordance with POPNAMRAD.

8.5 Use: Information contained in TTCP Documents may be used as marked. Markings will be applied in accordance with POPNAMRAD.

### Inventions and Patents

8.6 TTCP Activities may result in the development of Inventions. Accordingly, any resulting Inventions will be subject to the following provisions regarding Patents and applications for Patents.

8.6.1 Each Contributing Participant will include in all Contracts it awards to fulfill its responsibilities a provision governing the disposition of rights in regard to Inventions and Patent rights relating thereto based on either paragraph 8.6.1.1 or 8.6.1.2.

8.6.1.1 The Contributing Participant will hold title to all Inventions together with the right to make Patent application for the same, free of encumbrance from the Contractor.

8.6.1.2 The Contractor will hold title (or may elect to retain title) for Inventions, together with the right to make Patent applications for the same. In the event that a Contractor

holds title (or elects to retain title) for an Invention, the Contracting Participant will secure for all Contributing Participants non-exclusive, irrevocable, royalty-free licenses under all Patents secured for that invention, to practice or have practiced the patented Invention for Defense Purposes.

8.6.2 The provisions of paragraphs 8.6.2.1 through 8.6.2.4 will apply in regard to Patent rights for all Inventions made by a Contributing Participant's military or civilian personnel, including those within Government facilities, and for all Inventions resulting from Contracts a Contributing Participant awards to fulfill its responsibilities for which that Contributing Participant either holds title or is entitled to acquire title.

8.6.2.1 Where a Contributing Participant has or can secure the right to file a Patent application with regard to an Invention, that Contributing Participant will consult the other Contributing Participants regarding the filing of such a Patent application. If a Contributing Participant, having filed or caused to be filed a Patent application in the country of another Contributing Participant, decides to stop prosecution of the application, the Contributing Participant that has stopped prosecution of the application will notify the affected Contributing Participant(s) of its decision and permit the other Contributing Participant(s) to continue the prosecution.

8.6.2.2 Where an Invention is made by two or more Contributing Participants then these Participants may mutually decide that one Contributing Participant of their number should hold all Patent rights therein. In this event, the other Contributing Participant(s) will take all necessary steps at their own expense to assign their rights in the Invention to the filing Participant for the purpose of the Patent application. Decisions on filing and prosecuting such Patent applications, maintaining and enforcing Patent rights, exploiting those Patent rights beyond the scope of 8.6.2.4 below, and allocating costs associated with these activities will be taken unanimously by the Contributing Participants.

8.6.2.3 Each Contributing Participant will be furnished with copies of any Patent applications filed and Patents granted.

8.6.2.4 Unless otherwise mutually decided in writing by the Contributing Participants, each Contributing Participant will grant to the other Contributing Participants a non-exclusive, irrevocable, royalty-free license under its Patents for Inventions, to practice and have practiced the patented Invention for Defense Purposes.

8.7 The Participants will, in accordance with their national

laws and practices, give their authorization and consent for all use and manufacture of any invention covered by a Patent issued by their respective countries to facilitate work performed in TTCP Activities.

8.8 Patent Claims: Each Participant will notify the other Contributing Participants of any Patent infringement claims made in its territory arising in the course of work performed under TTCP Activities. Insofar as possible, the other Participants will provide information available to them that may assist in defending the claim. The Contributing Participants will consult to determine how any Patent infringement claims will be handled. If it is decided that one of the Participants will take responsibility for handling a particular claim, then that Participant will consult the other Contributing Participants prior to settlement of the claim. Such claims will be processed in accordance with the provisions of Section XIII (Claims and Liability).

8.9 Copyright Claims: Each Participant will endeavor to notify the other Contributing Participants of any copyright infringement claims arising in the course of, and adversely affecting, work performed under a TTCP Activity.

SECTION IX

CONTROLLED UNCLASSIFIED INFORMATION

9.1 Except as otherwise provided in this MOU or authorized in writing by the originating Participant, Controlled Unclassified Information provided or generated pursuant to this MOU will be controlled as follows:

9.1.1 Such Information will be used only for the purposes authorized for use of Information as specified in Section VIII (Disclosure and Use of Information).

9.1.2 Access to such Information will be limited to personnel whose access is necessary for the permitted use under paragraph 9.1.1, and Third Party access will be subject to the provisions of Section XII (Third Party Sales and Transfers).

9.1.3 Each Participant will take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in paragraph 9.1.2, unless the originating Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that such Information may have to be further disclosed under any legislative provision, immediate notification will be given to the originating Participant.

9.2 To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information is appropriately marked in accordance with POPNAMRAD.

9.3 Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Participants will ensure the Contractors are legally bound to control such Information in accordance with the provisions of this MOU.

SECTION X

CHANNELS OF COMMUNICATION AND VISITS

10.1 National Technical Representatives of TTCP Subordinate Elements are authorized to exchange Information on behalf of the Principals in accordance with this MOU and approved TORs. Information exchanged among the Participants will be forwarded by National Technical Representatives to their counterparts via government channels for appropriate dissemination.

10.2 Each Participant will permit visits to its Government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Participants or by employees of the other Participants' Contractor(s), provided that the visit is authorized by all Participants involved and the employees have appropriate security clearances and a need-to-know.

10.3 All visiting personnel will be required to comply with security regulations of the host Participant. Any Information disclosed or made available to visitors will be treated as if supplied to the Participant(s) of the visiting personnel, and will be subject to the provisions of this MOU.

10.4 Requests for visits by personnel of a Participant to a facility of another Participant will be coordinated through official channels, and will conform with the established visit procedures of the host country. Requests for visits will cite this MOU and, if applicable, the appropriate TTCP PA as the basis for the request.

10.5 Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participants will be submitted through official channels in accordance with recurring international visit procedures, if applicable.

SECTION XI

SECURITY

11.1 All Classified Information or Material provided or generated under this MOU will be stored, handled, transmitted, and safeguarded in accordance with each Participant's respective national security laws and regulations.

11.2 Classified Information or Material will be transferred only through official government-to-government channels or through channels approved by the Designated Security Authorities (DSAs) of the Participants. Such Classified Information or Material will bear the level of classification, denote the country of origin, the conditions of release, and the fact that the Classified Information or Material relates to this MOU.

11.3 Each Participant will take all lawful steps available to it to ensure that Classified Information or Material provided or generated under this MOU is protected from further disclosure, except as permitted by paragraph 11.9, unless the other Participants consent to such disclosure. Accordingly, each Participant will ensure the following.

11.3.1 The recipient will not release the Classified Information or Material to any government, national organization, or other entity of a Third Party without the prior written consent of the originating Participant in accordance with the procedures set forth in Section XII (Third Party Sales and Transfers).

11.3.2 The recipient will not use the Classified Information or Material for other than the purposes provided for in this MOU.

11.3.3 The recipient will comply with any distribution and access restrictions on Classified Information or Material that is provided under this MOU.

11.4 Each Participant will maintain the security classifications assigned to Classified Information or Material by the originating Participant and will afford to such Classified Information or Material substantially the same degree of security protection provided by the originating Participant.

11.5 The Participants will investigate all cases in which it is known or where there are grounds for suspecting that Classified Information or Material provided or generated under this MOU has been lost or disclosed to unauthorized persons. Each Participant will also promptly and fully inform the other Participants of the details of any such occurrences, and of the final results of the

investigation and of the corrective action taken to preclude recurrences.

11.6 POs will prepare a project security instruction and a classification guide for each TTCP PA involving the transfer of Classified Information or Material. The project security instruction and the classification guide will describe the methods by which TTCP Project Information and material will be classified, marked, used, transmitted, and safeguarded. The appropriate instruction and guide will be developed by the POs within three months after signature of each TTCP PA. They will be reviewed and forwarded to the appropriate DSAs and will be applicable to all government and Contractor personnel participating in the TTCP Project. Each classification guide will be subject to regular review and revision with the aim of downgrading the classification whenever this is appropriate. The project security instruction and the classification guide will be approved by the appropriate DSAs prior to the transfer of any Classified or Controlled Unclassified Information.

11.7 Contractors, prospective Contractors, or subcontractors which 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 or Material provided or generated pursuant to a TTCP PAs only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party will not have access to Classified Information or Material. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the other Contributing Participants will be consulted for approval prior to permitting such access.

11.8 For any facility wherein Classified Information or Material is to be used, the responsible Participant or Contractor will approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the Classified Information or Material pertaining to this MOU. These officials will be responsible for limiting access to Classified Information or Material involved in this MOU to those persons who have been properly approved for access and have a need-to-know.

11.9 Each Participant will ensure that access to the Classified Information or Material is limited to those persons who possess requisite security clearances and have a specific need for access to such Classified Information or Material in order to participate in activities under this MOU.

11.10 Classified Information or Material provided or generated in accordance with this MOU may be classified up to and including Secret, with the exception that Top Secret may be provided or

generated if specifically authorized by the furnishing Participant(s). The existence of this MOU is Unclassified and the contents are Unclassified.

## SECTION XII

### THIRD PARTY SALES AND TRANSFERS

12.1 Information Exchange: The provisions which govern the Third Party sales and transfers of Information exchanged under the TTCP Information exchange efforts authorized in Section III (Scope), paragraph 3.5 are as follows. These provisions govern sale or transfer of Background Information which has not been placed in the public domain.

12.1.1 A Participant will not sell, transfer title to, transfer possession of, or otherwise disclose Background Information received through Information exchange efforts under this MOU to any Third Party without the prior written consent of the furnishing Participant.

12.1.2 The furnishing Participant will be solely responsible for authorizing or obtaining authorization for any such sale, transfer, or disclosure and specifying the method and conditions for implementing any such sale, transfer, or disclosure.

12.2 S&T Harmonization and Alignment and TTCP Projects: Contributing Participants in specific S&T harmonization and alignment efforts and TTCP Projects authorized by Section III (Scope), paragraphs 3.6 and 3.7 will address Third Party sales and transfers matters arising during the course of such TTCP Activities in accordance with the following provisions. These provisions govern disclosure of BI and NFI which has not been placed in the public domain, and disclosure of JGFI which has not been placed in the public domain by the mutual consent of the Contributing Participants responsible for its generation.

12.2.1 Contributing Participants will not sell, transfer title to, disclose, or transfer possession of JGFI to any Third Party without the prior written consent of the other Contributing Participants. Furthermore, no Contributing Participant will permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of the other Contributing Participants. Such consent will not be given unless the government of the intended recipient agrees in writing with the Contributing Participants that it accepts the following conditions.

12.2.1.1 The intended recipient will not retransfer, or permit the further retransfer of, any JGFI provided.

12.2.1.2 The intended recipient will use, or permit the use of, the JGFI provided only for the purposes specified by the Contributing Participants.

12.2.2 Each Contributing Participant will retain the right to sell, transfer title, disclose, or transfer possession of NFI which meets the conditions specified in paragraphs 12.2.2.1 and 12.2.2.2.

12.2.2.1 The NFI is generated solely by either that Contributing Participant or that Contributing Participant's Contractors in the performance of that Participant's work allocation under the Scope of Work of the S&T harmonization and alignment effort or TTCP Project.

12.2.2.2 The NFI does not use any Information of the other Participants.

12.2.3 A Contributing Participant will not sell, transfer title, disclose, or transfer possession of Equipment and Material or BI provided by another Participant to any Third Party without the prior written consent of the Participant which provided such Equipment and Material or BI. The furnishing Participant will be solely responsible for authorizing such transfers and, as applicable, specifying the method and conditions for implementing such transfers.

12.2.4 In the event questions arise whether the Information that a Contributing Participant intends to sell, transfer title to, transfer possession of, or disclose to a Third Party is within the scope of paragraph 12.2.2 or 12.2.3, the matter will be brought to the immediate attention of the other Contributing Participants. The Contributing Participants will resolve the matter by unanimous consent prior to any sale or other transfer of such Information to a Third Party.

12.2.5 Consent by Contributing Participants for Third Party sales and transfers of JGFI will not be withheld except for reasons of foreign policy, national security, or national laws. No Contributing Participant will refuse approval of a sale or transfer to a Third Party when it would be willing to sell or transfer such Information to the same Third Party.

12.2.6 Non-Contributing Participants will not sell, transfer title, disclose, or transfer possession to a Third Party any Equipment and Material or Information furnished or disclosed by the Contributing Participants without the specific prior written consent of the Contributing Participant(s).

12.3 TTCP Documents: TTCP Documents will not be disclosed to any Third Party without the prior written consent of all Participants.

SECTION XIII

CLAIMS AND LIABILITY

13.1 Having regard to multilateral and bilateral obligations of the Participants concerning liability for claims and, subject to those obligations, as appropriate, the following will apply to claims arising from the actions of the Participants under this MOU.

13.2 Except as covered elsewhere in this MOU, each Participant waives all claims against the others for injury or death of its personnel, and for damage to its property arising from the performance of official duties under this MOU.

13.3 Claims from third parties for damages of any kind caused by one of the Participant's personnel or agents will be processed by the most appropriate Participant, as determined by the Contributing Participants. The cost incurred in satisfying such claims will be borne equally by the Contributing Participants.

13.4 As to 13.2 and 13.3 above, if such liability results from reckless acts or reckless omissions, wilful misconduct or gross negligence of a Participant(s), its personnel or agents, or under circumstances wholly within the control of one or more Participant(s) to the exclusion of other Participants, the cost of any liability will be borne by that Participant(s) alone.

SECTION XIV

CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

14.1 Customs duties, import and export taxes, and similar charges that may apply to activities under this MOU will be administered in accordance with each Participant's respective laws and regulations. Insofar as existing national laws and regulations permit, the Participants will endeavor to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under each activity.

SECTION XV

SETTLEMENT OF DISPUTES

15.1 Any dispute among the Participants arising under or relating to this MOU will be resolved only by consultation among the appropriate Participants and will not be referred to an individual, to any national or international tribunal, or to any other forum for settlement.

SECTION XVI

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

16.1 This MOU, including its Appendices, may be amended only upon the unanimous written consent of the Participants. A TTCP PA may be amended upon the written consent of the Principals of the Contributing Participants in accordance with national procedures. The Washington Deputies of the Contributing Participants may change SC representatives or POs through an exchange of correspondence.

16.2 This MOU may be terminated at any time by the unanimous written consent of the Participants. In the event of MOU termination, all TTCP PAs will also be automatically terminated. An individual TTCP PA may be terminated at any time upon the written consent of the Principals of the Contributing Participants in accordance with national procedures. In the event the Participants decide to terminate this MOU, or the Principals of the Contributing Participants decide to terminate that TTCP PA, they will consult at the appropriate level prior to the date of its termination.

16.3 In the event that any Participant wishes to withdraw from this MOU, or any TTCP PA, that Participant will continue participation until the effective date of its withdrawal. Such withdrawal will be subject to the provisions of this MOU, including the following.

16.3.1 Any Participant may withdraw from this MOU upon 180 days written notification to the other Participants. In the event of withdrawal by a Participant, its participation in all TTCP PAs will also be automatically terminated.

16.3.2 Any Participant may withdraw from a TTCP PA upon 90 days written notification to the Principals of the Contributing Participants.

16.4 The respective rights and responsibilities of the Participants regarding Section VII (TTCP Materials and Equipment Transfers), Section VIII (Disclosure and Use of Information), Section IX (Controlled Unclassified Information), Section XI (Security), Section XII (Third Party Sales and Transfers), and Section XIII (Liability) will continue notwithstanding termination, withdrawal, or expiration of this MOU or any TTCP PA.

16.5 This MOU, which consists of the Introduction, sixteen Sections and two Appendices, will enter into effect upon signature by all Participants and will remain in effect for

twenty five years. This MOU may be extended by written consent of the Participants.

The foregoing represents the understandings reached between the Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America upon the matters referred to therein.

Signed in five original copies, in English, by authorized representatives.

FOR THE DEPARTMENT OF  
DEFENCE OF AUSTRALIA

Richard Brabin-Smith  
Signature

RICHARD BRABIN-SMITH  
Name

CHIEF DEFENCE SCIENTIST  
Title

24 October 1995 Melbourne, Australia.  
Date and Location

FOR THE DEPARTMENT OF  
NATIONAL DEFENCE OF CANADA

K. A. Peebles  
Signature

K. A. PEEBLES  
Name

Chief Research and Development  
Title

29 Oct 95 Melbourne, AS  
Date and Location

FOR THE NEW ZEALAND  
DEFENCE FORCE

J. H. Bolkington  
Signature

J. H. BOLKINGTON  
Name

Director, Defence Scientific Establishment  
Title

24 October 1995 Melbourne AS  
Date and Location

FOR THE SECRETARY OF STATE  
FOR DEFENCE OF THE  
UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND

P. D. Ewins  
Signature

P. D. EWINS  
Name

Chief Scientist  
Title

24 October 1995, Melbourne AS.  
Date and Location

FOR THE SECRETARY OF DEFENSE  
ON BEHALF OF THE DEPARTMENT OF  
DEFENSE OF THE  
UNITED STATES OF AMERICA

George Singley  
Signature

GEORGE SINGLEY  
Name

DEPUTY DIRECTOR  
DEFENSE RESEARCH & ENGINEERING  
Title

10/24/95 MELBOURNE AUSTRALIA  
Date and Location

Appendix 1

TTCP EQUIPMENT AND MATERIAL TRANSFER FORM

THE TECHNICAL COOPERATION PROGRAM (TTCP)  
EQUIPMENT AND MATERIAL TRANSFER NO. (insert no.\*)

between

(insert titles of the Organizations participating in the  
transfer)

under

(insert name of TTCP Subordinate Element)

Note: A single Equipment and Material Transfer Form may be used to document transfers among Participants, even if the proposed transfer will entail multiple Equipment and Material items being transferred among multiple Participants. For multiple item transfers among multiple Participants, ensure that paragraph 1.1 of this TTCP E&MT Form contains a complete description of all proposed transfers.

\* Equipment and Material Transfer Numbers will be assigned in accordance with POPNAMRAD

## INTRODUCTION

This Equipment and Material Transfer (E&MT) is entered into pursuant to the Memorandum of Understanding (MOU) among the Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America concerning The Technical Cooperation Program (TTCP) of (insert effective date of TTCP MOU). This TTCP E&MT Form is being executed by authorized representatives of the providing and receiving Participants pursuant to Section VII (Equipment and Material Transfers) of the TTCP MOU.

## SECTION I DESCRIPTION AND QUANTITY

1.1. The following Equipment and Material will be transferred by the providing Participant(s) to the receiving Participant(s):

<u>Providing</u> <u>Participant(s)</u>	<u>Receiving</u> <u>Participant(s)</u>	<u>Quantity</u>	<u>Description</u>	<u>Part/</u> <u>Stock</u>	<u>Approx</u> <u>Value</u>
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(fill in as appropriate)

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

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

"None of the Equipment and Material identified in paragraph 1.1 is intended to be consumed or expended during the course of the TTCP Activity described in paragraph 2.1.1."

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

"The Equipment and Material (specify as appropriate by highlighting in paragraph 1.1) described in paragraph 1.1 is intended to be consumed or expended during the course of the TTCP Activity described in paragraph 2.1.1."

SECTION II  
PURPOSE

2.1 The purpose of this Equipment and Material transfer is to support the following TTCP Activity.

2.1.1 (fill in as appropriate)

SECTION III  
MANAGEMENT AND RESPONSIBILITIES

3.1 Each Participant will establish a point of contact who will be responsible for implementing this Equipment and Material transfer.

3.1.1 For the providing Participant(s) the point(s) of contact is/are \_\_\_\_\_\*

3.1.2 For the receiving Participant(s) the point(s) of contact is/are \_\_\_\_\_\*

\* Insert the appropriate names, titles/office symbols, addresses, and telephone numbers of the individuals assigned to implement this Equipment and Material transfer.

3.2 Responsibilities of the Providing Participant(s)

3.2.1. Transfer of the Equipment and Material - The providing Participant(s) will transfer the Equipment and Material listed above for the duration of the transfer period specified in paragraph 5.4 unless extended by mutual written consent.

3.2.2. Equipment and Material Delivery - The providing Participant(s) will deliver the Equipment and Material (specify arrangements). Custody of the Equipment and Material will pass from the providing Participant(s) to the receiving Participant(s) at the time of receipt of the Equipment and Material. Any further transportation is the responsibility of the receiving Participant(s) unless otherwise specified in this paragraph.

3.2.3 Information - The providing Participant(s) will furnish the receiving Participant(s) such Information as is necessary to enable the Equipment and Material to be used in the Activity described in paragraph 2.1.1 in accordance with Section VIII (Disclosure and Use of Information) of the TTCP MOU.

3.3 Responsibilities of the Receiving Participant(s)

3.3.1 Inspection and Inventory - The receiving Participant(s) will inspect and inventory the Equipment and Material upon receipt. The receiving Participant(s) will also inspect and inventory the Equipment and Material prior to its return to the providing Participant(s) unless the Equipment and Material is consumed in accordance with paragraph 3.3.2.

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

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

"Return of Equipment and Material - Upon expiration or termination of the transfer period specified in paragraph 5.4 (taking into account any approved extension by the providing Participant(s)), the receiving Participant(s) will return the Equipment and Material to the providing Participant (specify arrangements). If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond repair, while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of loss/destruction/irreparable damage to the providing Participant(s)."

Alternative B -- Use when return of Equipment and Material is not planned due to its consumption during the Activity.

"Consumption of Equipment and Material - It is intended that the receiving Participant(s) will consume the Equipment and Material specified in paragraph 1.1 during the course of the Activity described in paragraph 2.1.1. If this does occur, the receiving Participant(s) will provide written notice of its consumption to the providing Participant(s). In the event consumption does not occur prior to the end of the transfer period specified in paragraph 5.4, the receiving Participant(s) will return the Equipment and Material to the providing Participant (specify arrangements). If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond repair prior to its intended consumption while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of loss/destruction/irreparable damage to the providing Participant(s)."

3.4 This TTCP E&MT Form provides only for transfer of Equipment and Material associated with the Activity described in paragraph 2.1.1. Signature of this TTCP E&MT Form does not imply any commitment by a Participant to participate in any activities beyond the E&MT described herein.

SECTION IV  
CLASSIFICATION

4.1 (Insert only one of the two following paragraphs; note that one of these two options must be selected).

"No classified Equipment and Material will be transferred under this TTCP E&MT Form."

or

"The highest level of classified Equipment and Material under this TTCP E&MT Form is (insert level of classification)."

SECTION V  
MODIFICATION, TERMINATION, AND TRANSFER PERIOD

5.1 The provisions of this E&MT Form may be modified or extended by written mutual consent of authorized representatives of the Participants in accordance with Section VII (Equipment and Material Transfers) of the TTCP MOU.

5.2 The Equipment and Material transfer described in this TTCP E&MT Form may be terminated at any time in accordance with the following provisions.

5.2.1 Through the mutual written consent of the authorized representatives of the Participants.

5.2.2 Unilaterally by the receiving Participant(s) on 60 days written notice to the providing Participant(s).

5.2.3 Unilaterally by the providing Participant(s) at any time.

5.3 Responsibilities regarding security and protection against unauthorized use, disclosure, or transfer that accrued prior to termination or expiration of the transfer period will continue to apply without limit of time in accordance with Section XVI (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the TTCP MOU.

5.4 The transfer period for the Equipment and Material described herein begins on the date of the last signature below, and unless terminated or extended, and will continue until (enter date or amount of time).

(Delete extra signature block(s) if fewer than five TTCP MOU Participants are Participants in this Equipment and Material transfer).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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Location

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Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

Appendix 2

"MODEL" TTCP PROJECT ARRANGEMENT

THE TECHNICAL COOPERATION PROGRAM (TTCP)

PROJECT ARRANGEMENT NO. (insert number\*)

among/between

(insert titles of the Contributing Participants using  
TTCP MOU Title page format)

concerning

(insert name of TTCP Project)

\* Project Arrangement Numbers will be assigned in accordance  
with POPNAMRAD

## INTRODUCTION

This Project Arrangement (PA) is entered into pursuant to the Memorandum of Understanding (MOU) among the Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America concerning The Technical Cooperation Program (TTCP) of (insert effective date of TTCP MOU), the provisions of which are hereby incorporated by reference.

## SECTION I DEFINITION OF TERMS AND ABBREVIATIONS

(Define only those terms used in this TTCP PA that have not been defined in the TTCP MOU)

## SECTION II OBJECTIVES

2.1 The objectives of the (insert name of TTCP Project) are:  
(Insert text on objectives using as many subparagraphs as needed)

## SECTION III SCOPE OF WORK

3.1 The following work will be carried out under this TTCP PA.  
(Insert text on scope using as many subparagraphs as needed)

## SECTION IV SHARING OF TASKS

4.1 The sharing of tasks will be as follows:  
(Insert text describing division of tasks among TTCP Project Participants, including tasks that will be performed solely by one Participant and tasks to be performed jointly. For joint tasks, indicate Contributing Participants involved in those tasks and lead nation)

SECTION V  
BREAKDOWN AND SCHEDULE OF TASKS

(Insert text similar to the following in the event tasks covered under this TTCP Project may be performed using multiple phases or decision points.)

5.1 This TTCP Project will proceed according to the following phases and estimated schedule:

<u>Phase</u>	<u>Duration</u>
--------------	-----------------

(Insert number/description of phases, as applicable)

SECTION VI  
MANAGEMENT

6.1 Steering Committee (SC) Representatives:

Title/Position (Insert relevant SC Representative information  
Organization for all Participants in this TTCP PA)  
Address

6.2 Project Officers (POs):

Title/Position (Insert relevant PO information for all  
Organization Participants in this TTCP PA including Lead PO)  
Address

6.3 Cooperative activities of the Participants in this TTCP PA over and above the jointly determined tasks detailed in the SCOPE OF WORK, SHARING OF TASKS and RESOURCE ESTIMATES Sections will be subject to written amendment to this TTCP PA or signature of a new TTCP PA.

6.4 Particular Management Procedures:

(Insert only those additional management responsibilities not covered under Section IV (Management) of the TTCP MOU that are required for effective management of this TTCP Project)

SECTION VII  
RESOURCE ESTIMATES

7.1 The Participants in this TTCP PA estimate that the performance of the tasks under this TTCP PA will not exceed the resource estimates specified below:

(Insert the name of the Participant and corresponding resource estimates for each Participant in this TTCP PA, e.g., "The U.S.

DOD resources expended in the performance of its PA tasks will not exceed \_\_\_\_")

#### SECTION VIII CLASSIFICATION

(Insert only one of the two following text possibilities; note that one of these two options must be selected:

"8.1 No Classified Information will be exchanged under this PA."

or

"8.1 The highest level of Classified Information exchanged under this PA is (insert level of classification)."

(NOTE: If the second option is selected, the PO's must prepare a project security instruction and classification guide within three (3) months of PA signature in accordance with TTCP MOU Section XI)

#### SECTION IX PRINCIPAL ORGANIZATIONS INVOLVED

(Insert list of government laboratories, research centers, etc. associated with this TTCP PA for each TTCP PA Participant)

#### SECTION X EQUIPMENT AND MATERIAL TRANSFERS

(If Equipment and Material transfers are envisioned under this TTCP PA, insert the text required by Section VII (Equipment and Material Transfers) of the TTCP MOU here. If not applicable, state "Not Applicable").

#### SECTION XI AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION

11.1 Amendment, termination, or withdrawal from this TTCP PA will be in accordance with Section XVI (Amendment, Termination, Withdrawal, Entry into Effect, and Duration) of the TTCP MOU.

11.2 This TTCP PA will enter into effect upon the date of the last signature below and will remain in effect for (insert number) years.

(Delete extra signature block(s) if fewer than five TTCP MOU Participants are Participants in this TTCP PA)

\_\_\_\_\_  
Signature

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Signature

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