

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE  
GOVERNMENT OF ROMANIA  
REGARDING RECIPROCAL GOVERNMENT QUALITY ASSURANCE  
SERVICES**

**ARTICLE I**  
**Preamble**

- A. The Government of the United States of America and the Government of Romania (hereinafter collectively referred to as the "Parties") shall provide one another with reciprocal Government Quality Assurance (GQA) services in support of the procurement of defense products and services.
- B. In general, the responsibilities of the Parties under this Memorandum of Agreement (MOA) shall be carried out by each Party's respective quality assurance national authority (hereinafter referred to as the "Authorities") listed in Article III (Definitions and General Information), paragraph A.2. of this MOA. The Authorities shall accomplish such GQA services without charge in accordance with established and documented laws, directives, regulations, and procedures of their respective Governments.
- C. The objective of this MOA is to ensure that each of the Authorities is able to employ the most effective and efficient GQA process possible when acting under the provisions of this MOA.

**ARTICLE II**  
**Scope**

- A. **Applicability.** The provisions of this MOA apply to contracts and derived subcontracts in support of contracts for defense articles and services entered into after the effective date of this MOA. However, a contract awarded by the U.S. Department of Defense (DoD) after the effective date of this MOA, but that supports a Foreign Military Sales (FMS) case that was entered into prior to the effective date of this MOA, shall not be covered by this MOA.
- B. The provisions of this MOA apply to the following purchasing methods for defense products and services:
  - 1. Purchases by the Government of Romania from the United States under the U.S. Foreign Military Sales (FMS) Program in accordance with the U.S. Arms Export Control Act and associated regulations, policies, and procedures.
  - 2. Direct commercial procurement contracts made outside of Government-to-Government channels, whether by the U.S. Government with suppliers located in Romania or by the Government of Romania with suppliers located in the United States.
- C. Notwithstanding any other provisions of this MOA, if special arrangements for GQA support are made under an international cooperative project agreement in which the U.S.

Government and the Government of Romania participate, those special arrangements shall have precedence over this MOA.

D. A Request for GQA services under this MOA shall normally be restricted to those cases in which quality cannot be verified satisfactorily after receipt of the deliverables of a contract, or where GQA support at source is otherwise considered essential. GQA should not normally be requested for non-complex, non-critical, or low-risk products or contracts.

### **ARTICLE III Definitions and General Information**

A. The following definitions apply to this MOA:

1. Acquirer: The U.S. Government or Government of Romania organization or agency that enters into a contractual relationship with a Supplier and defines the product and quality requirements.
2. Authorities: The National Authorities are defined as the Defense Contract Management Agency (DCMA) for the U.S. Government and the Armaments Department for the Ministry of National (MoND) for the Government of Romania.
3. 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.
4. 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.
5. Delegator: The representative authorized by an Authority or purchasing Government to request GQA support from the other Authority.
6. Delegatee: The representative authorized by an Authority to ensure GQA support is performed on behalf of the other Authority or purchasing Government.
7. Government Quality Assurance (GQA): The process by which the appropriate national Authorities establish confidence that the contractual requirements relating to quality are met by the Supplier.
8. Government Quality Assurance Representative (GQAR): The representative authorized by an Authority to perform GQA at the Supplier's plant on behalf of the Delegator in accordance with an RGQA.

9. **Request for Government Quality Assurance (RGQA)**: The formal written request of the Delegator to the Delegatee to perform GQA on a defense contract.
  10. **Supplier**: A company that enters into a contract to provide products to the Acquirer.
- B. Referenced documents (most recent edition):**
1. NATO STANDARDIZATION AGREEMENT (STANAG) 4107 – Mutual Acceptance of Government Quality Assurance and Usage of the Allied Quality Assurance Publications (AQAP).
  2. ALLIED QUALITY ASSURANCE PUBLICATION (AQAP) 2070 – NATO Mutual Government Quality Assurance (QA) Process.
- C. Each Authority is responsible for arranging for the performance of the required GQA support by its appropriate national organization. Each Authority shall identify a Central Control Point (CCP) for receipt of an RGQA. The CCP contact information (e.g., mailing address, email address, phone numbers, etc.) shall be maintained and kept current in NATO STANAG 4107.**
1. Requests by the United States for GQA services in Romania shall be sent electronically by DCMA Europe to the Armaments Department (MoND CCP).
  2. Requests by the Government of Romania for GQA services in the United States shall be sent electronically to the DCMA DoD CCP.
- D. 1. FMS purchases are U.S. Government (Acquirer) contracts and do not normally require an RGQA to be initiated by the Government of Romania purchaser. FMS purchases shall be afforded the same GQA support as the U.S. DoD invokes for similar procurements that it makes for its own use. However, when special or specific GQA requirements are necessary for FMS purchases, the requirements shall be communicated directly to the U.S. Government Acquirer (purchase office), which shall forward the information to DCMA. If assistance is required by the Romanian Delegator, he or she shall contact the DCMA DoD CCP directly.**
- 2. For all other defense-related contracts issued by the U.S. Government or the Government of Romania, either Authority may request the other Authority to provide GQA services based on the process described in AQAP 2070.**
- E. Where GQA support on major programs or projects is contemplated, the Authorities shall consider conducting a joint GQA requirements review and planning meeting to ensure contractual requirements are thoroughly understood and to plan the GQA surveillance jointly.**
- F. The Authorities shall endeavor to keep each other well informed regarding their GQA practices and resources to help ensure that requests for GQA support are reasonable**

and prudent. Continuous GQA process improvement efforts and opportunities shall be shared between the Authorities.

- G. The Authorities may perform other necessary contract administration functions (e.g., government property surveillance) through their own representatives, including GQA functions not delegated in an RGQA. In such cases, the Delegator or purchasing Authority shall inform the other Authority in order to avoid duplication of work.
- H. Visits by representatives of the Acquirer's Authority to its Supplier's plant shall be coordinated with the Delegatee's Authority, which should be invited to attend meetings with the visiting representatives. The Acquirer's access to its suppliers, subcontractors, and their records, as may be authorized contractually, shall not be impaired or affected in any other way by the provisions of this MOA.

#### **ARTICLE IV GQA Delegation Process**

- A. The procedures and processes of STANAG 4107 and AQAP 2070 shall be used when:
  - 1. Either Authority is requesting GQA services from the other Authority.
  - 2. Either Authority is performing GQA services on behalf of the other Authority.
- B. When GQA services are contemplated, the Delegator shall ensure:
  - 1. Authorization (usually by contract or purchase order) is provided for GQAR access to the supplier or subcontractor's facilities and records, and the use of supplier or subcontractor assets, as necessary, for the performance of GQA services.
  - 2. Appropriate quality assurance standards are imposed by the contract and/or subcontract. These QA standards are not limited to contractual Allied Quality Assurance Publications (AQAPs), and may include such QA standards as the International Organization for Standardization (ISO) 9001, Military QA standards, National QA standards, or other similar standards.
  - 3. When non-military QA standards are used in a contract and/or subcontract, additional GQA requirements shall be specified as necessary on the RGQA.
- C. To the greatest extent possible, the RGQA shall be risk-based. Each Authority shall use its own national practices to identify the specific risks that the Delegator requires to be mitigated by the GQA surveillance or the specific risk-related tasks the Delegator requires to be performed. The risks and/or risk-related tasks shall be documented in accordance with AQAP 2070.

- D. The Delegator may request the Delegatee to participate in other contractual matters/activities specifically related to GQA. The Delegatee may decline such requests if the Delegatee considers the request outside the scope of normally acceptable GQA practices.**
- E. Where the Acquirer has identified and/or imposed mandatory GQA requirements, these requirements shall be identified as such in the RGQA.**
- F. Critical product characteristics or processes (including safety of flight) that may require a more intensive GQA approach (other than risk-based) shall be coordinated with the Delegatee in advance of issuing an RGQA. It is the Delegator's responsibility to identify in the RGQA the critical characteristics or processes requiring GQA surveillance. The Delegatee may propose an alternative GQA approach.**
- G. Rejection of an RGQA shall be on an exception basis only and shall be limited to unusual circumstances. Should it be necessary to reject an RGQA, the Delegator shall be notified in accordance with AQAP 2070. The notification shall include a statement of reasons for the RGQA rejection. The Delegatee should propose an alternative GQA approach in lieu of rejecting the RGQA.**
- H. The Delegator may modify an RGQA during contract performance after consultation with the Delegatee. Based on knowledge of the supplier's current or past performance, the Delegatee shall advise the Delegator when the risks or tasks identified on the RGQA are considered unwarranted, excessive, or insufficient. The Delegator is the final authority for defining the GQA requirements. The Delegatee may reject a modified RGQA in accordance with paragraph 'G' of this Article.**
- I. If the requirements imposed by an RGQA include functions beyond the current technical capabilities or resource capacities of the Delegatee, the Delegatee shall immediately notify the Delegator. In such cases, the Delegatee shall not procure technical experts or additional resources needed to perform the functions without the written consent of the Delegator.**
- J. The responsibilities of the Authorities' representatives associated with subcontract delegations and deviation permits and concessions shall be as defined in AQAP 2070, and shall be included in the RGQA.**
- K. If at any time during the course of the GQA performance the Delegatee cannot proceed with the GQA surveillance, the Delegatee shall inform the Delegator of the reasons as expediently as possible. Situations warranting notification shall include, but are not limited to:**
- 1. Deficiencies in the Supplier's quality management system, processes, or product.**
  - 2. Deficiencies expected to be a cause of excessive contract delivery delay.**

- L. The Delegatee shall establish and maintain records of all GQA surveillance activity performed in support of a RGQA in accordance with AQAP 2070.
- M. The Acquirer shall retain final authority over contract interpretations and enforcement actions, and it shall advise the assigned GQA support office in a timely fashion on such matters.

**ARTICLE V**  
**Responsibility and Liability**

- A. Nothing in this MOA shall relieve the Supplier of any responsibilities under the contract. No liability shall attach to the Party (including its Authority), its officers, or its representatives acting under this MOA on behalf of the other Party.
- B. Should defective materials or services be detected subsequent to delivery, the Delegatee shall assist the Delegator in the investigation of such defects.

**ARTICLE VI**  
**Security and Protection of Information**

- A. Any Classified Information, data, or material exchanged under the terms of this MOA shall be protected in accordance with each Party's national laws and regulations for the protection of such information and the current security agreement between the Government of the U.S and the Government of Romania for the protection of Classified Information.
- B. The highest level of Classified Information that will be disclosed under this MOA shall be consistent with:
  - (1) The terms of the RGQA and the contract under which QA services will be performed
  - (2) The security agreement between the United States and Romania for the protection of classified information that is in effect at the time.
- C. Each Party shall take all lawful steps available to it to keep information exchanged in confidence under this MOA free from disclosure under any legislative provision, unless the other Party consents to such disclosure.
- D. To assist in providing the desired protection, each Party shall mark such information furnished to the other with a legend indicating the country of origin, the security classification, the condition of release and, if unclassified, the fact that the information relates to this MOA and that it is furnished in confidence.
- E. Unclassified information provided by either Party to the other in confidence, and information produced by either Party pursuant to this MOA requiring confidentiality,

shall be safeguarded in a manner that ensures its proper protection from unauthorized disclosure.

1. If the Delegatee requires access to Controlled Unclassified Information (CUI) (e.g., export-controlled drawings and specifications) in order to perform the required GQA surveillance at the Supplier's plant, the CUI shall be provided, controlled, and protected in accordance with the Parties' national laws and regulations, including the Parties' export control laws and regulations.
  2. Both Parties recognize that it is the Supplier's responsibility to comply with export control laws and regulations. Host nation GQA personnel are not responsible for performing oversight or surveillance of a Supplier's compliance with export controls or export licenses.
- G. In the event of termination or expiration of this MOA, the provisions of this Article shall continue to apply.

#### **ARTICLE VII Charges**

- A. GQA services provided under this MOA shall be provided free of charge, subject to a joint review under Article VIII (Review and Revision) of this MOA of the services being exchanged. If, as a result of a joint review, either Authority determines that charges shall be necessary, charges may be imposed after not less than twelve months advance notice.
- B. In the event of unusually heavy resource effects being incurred, appropriate charges may be negotiated. The expenses for product expended during the performance of GQA either on contracts or subcontracts (e.g., destructive testing, live firing tests, etc.) shall be borne in accordance with arrangements made between the contracting parties.

#### **ARTICLE VIII Review and Revision**

- A. This MOA shall be jointly reviewed by the Authorities every three years to ensure that the provisions of this MOA are being implemented effectively, that the quality of services being provided continue to meet the needs of the Authorities, and that general reciprocity is being maintained. However, if considered necessary by either Authority, a joint review may be initiated at any time during the intervening years.
- B. If, as a result of such a review, either Authority determines that this MOA needs to be revised, the Authorities shall consult regarding the need for revisions. If the Authorities agree that changes are needed, they shall undertake to negotiate and conclude a revised MOA.
- C. The Authorities are responsible for managing and continuously improving their implementation of the reciprocal GQA process.

**ARTICLE IX  
Duration and Termination**

- A. This MOA shall enter into force on the date of the last signature and shall remain in force for five years. Unless otherwise stated in writing by either Party, the duration of this MOA shall be extended automatically for successive five-year periods.
- B. Either Party may terminate this MOA by providing written notification of its intention to the other Party no less than twelve months in advance of the effective date of the termination.
- C. Unless otherwise agreed, if either Party terminates this MOA, GQA services shall continue to be provided until contract completion for those contracts for which GQA support is being provided under this MOA.
- D. Any misunderstanding regarding the interpretation or application of this MOA shall be resolved by consultation between the Authorities or the Parties and shall not be referred to an international tribunal or third party for settlement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this MOA.

DONE in (location) on this (day) of (month), (year), in duplicate, in the English and Romanian languages, both texts being equally authentic.

FOR THE DEPARTMENT OF  
DEFENSE OF THE UNITED  
STATES OF AMERICA

FOR THE MINISTRY OF NATIONAL  
DEFENCE OF ROMANIA



Under Secretary of Defense for  
Acquisition, Technology, and Logistics

Deputy Chief of Armaments Department

Date: 1 Dec. 2015

Date: 1st. September 2015

Place: Washington, DC, USA

Place: Bucharest.