MEMORANDUM OF UNDERSTANDING

AMONG

THE DEPARTMENT OF DEFENCE OF AUSTRALIA

AND THE

DEPARTMENT OF NATIONAL DEFENCE OF CANADA

AND THE

NEW ZEALAND DEFENCE FORCE

AND THE

SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM

OF GREAT BRITAIN AND NORTHERN IRELAND

AND THE

DEPARTMENT OF DEFENSE

OF THE UNITED STATES OF AMERICA

CONCERNING

THE TECHNICAL COOPERATION PROGRAM (TTCP) II

(Short Title: TTCP II MOU)
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>INTRODUCTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION I</td>
<td>3</td>
</tr>
<tr>
<td>SECTION II</td>
<td>5</td>
</tr>
<tr>
<td>SECTION III</td>
<td>11</td>
</tr>
<tr>
<td>SECTION IV</td>
<td>13</td>
</tr>
<tr>
<td>SECTION V</td>
<td>18</td>
</tr>
<tr>
<td>SECTION VI</td>
<td>26</td>
</tr>
<tr>
<td>SECTION VII</td>
<td>11</td>
</tr>
<tr>
<td>SECTION VIII</td>
<td>29</td>
</tr>
<tr>
<td>SECTION IX</td>
<td>32</td>
</tr>
<tr>
<td>SECTION X</td>
<td>33</td>
</tr>
<tr>
<td>SECTION XI</td>
<td>36</td>
</tr>
<tr>
<td>SECTION XII</td>
<td>46</td>
</tr>
<tr>
<td>SECTION XIII</td>
<td>47</td>
</tr>
<tr>
<td>SECTION XIV</td>
<td>48</td>
</tr>
<tr>
<td>SECTION XV</td>
<td>51</td>
</tr>
<tr>
<td>SECTION XVI</td>
<td>53</td>
</tr>
<tr>
<td>SECTION XVII</td>
<td>55</td>
</tr>
<tr>
<td>SECTION XVIII</td>
<td>56</td>
</tr>
<tr>
<td>ANNEX A</td>
<td>57</td>
</tr>
<tr>
<td>ANNEX B</td>
<td>62</td>
</tr>
<tr>
<td>ANNEX C</td>
<td>71</td>
</tr>
<tr>
<td>ANNEX D</td>
<td>87</td>
</tr>
<tr>
<td>ANNEX E</td>
<td>100</td>
</tr>
</tbody>
</table>

---

### ANNEX A
MODEL PROJECT ARRANGEMENT

---

### ANNEX B
MODEL EQUIPMENT AND MATERIAL TRANSFER ARRANGEMENT

---

### ANNEX C
MODEL TTCP SUBORDINATE ELEMENT TERMS OF REFERENCE (TOR)

---

### ANNEX D
MODEL COOPERATIVE PROGRAM PERSONNEL (CPP) POSITION DESCRIPTION
INTRODUCTION

The Department of Defence of Australia (ADOD), the Department of National Defence of Canada (CA DND), the New Zealand Defence Force (NZDF), the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (UK MOD), and the Department of Defense of the United States of America (U.S. DoD), hereinafter referred to as the “Participants”:

Recognizing 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), which entered into effect on October 24, 1995, as amended, and is hereinafter referred to as “the 1995 TTCP MOU”;

Recognizing that the international Agreement Between the Government of the United States of America and the Government of Australia Concerning Certain Mutual Defense Commitments (Chapeau Agreement), which entered into force on December 1, 1995, as amended, applies to this TTCP II MOU with respect to the U.S. DoD and the ADOD;

Recognizing that the international Agreement Between the Government of the United States of America and the Government of Canada Concerning the Establishment of Certain Mutual Defense Commitments (Chapeau Agreement), which entered into force on August 19, 1994, applies to this TTCP II MOU with respect to the U.S. DoD and the CA DND;

Recognizing that the international Agreement Between the Government of the United States of America and the Government of New Zealand Concerning the Establishment of Certain Defense Commitments (Chapeau Agreement), which entered into force on July 16, 1996, applies to this TTCP II MOU with respect to the U.S. DoD and the NZDF;

Recognizing that the international Agreement Concerning Defence Cooperation Arrangements Between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland (Chapeau Agreement), which entered into force on May 27, 1993, as amended, applies to this TTCP II MOU with respect to the U.S. DoD and the UK MOD;

Having a common interest in defense;

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

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

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;
Desiring to maintain a trusted, productive, and creative network that allows the Participants to develop their best people, advance their best ideas, and make full use of their collective opportunities for collaboration;

Recognizing the longstanding success of TTCP in meeting the objectives established in the Declaration of Common Purpose by the President of the United States and the Prime Minister of Great Britain of October 25, 1957, which states in part: “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 inter-dependent 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, achievements, and the cooperative efforts of the TTCP Participants under the 1995 TTCP MOU and of the prior 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 TTCP II MOU to enhance the value of TTCP and ensure its continued efficient and effective operation in future decades;

Have reached the following understandings:
**SECTION I**

**DEFINITIONS AND ACRONYMS**

1.1. The Participants have decided jointly upon the following definitions of terms used in this TTCP II MOU:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Aligned Activity</strong></td>
<td>A TTCP Activity outside of a Project Arrangement (PA) conducted independently, on a best efforts basis, by a Contributing Participant, but coordinated with other Contributing Participants.</td>
</tr>
<tr>
<td><strong>Background Information</strong></td>
<td>Information not generated in the performance of a TTCP Activity.</td>
</tr>
<tr>
<td><strong>Classified Information or Equipment and Material (CIE&amp;M)</strong></td>
<td>Official Information or Equipment and Material (E&amp;M) that requires protection in the interests of national security and is so designated by the application of a security classification or marking.</td>
</tr>
<tr>
<td><strong>Computer Software</strong></td>
<td>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 databases or Computer Software documentation.</td>
</tr>
<tr>
<td><strong>Contract</strong></td>
<td>Any mutually binding legal relationship under national laws that obligates a Contractor to furnish supplies or services, and obligates one or more of the Participants to pay for them.</td>
</tr>
<tr>
<td><strong>Contracting</strong></td>
<td>The obtaining of supplies or services by Contract from sources outside the governmental organizations of the Participants. Contracting includes a description (but not determination) of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.</td>
</tr>
<tr>
<td><strong>Contracting Agency</strong></td>
<td>The entity within the governmental organization of a Participant that has authority to enter into, administer, or terminate Contracts.</td>
</tr>
<tr>
<td><strong>Contracting Officer</strong></td>
<td>A person representing a Contracting Agency of a Participant who has the authority to enter into, administer, or terminate Contracts.</td>
</tr>
<tr>
<td><strong>Contractor</strong></td>
<td>Any entity awarded a Contract by a Participant's Contracting Agency.</td>
</tr>
<tr>
<td>Contractor Support Personnel</td>
<td>Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Participant under a support Contract.</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Contributing Participant</td>
<td>A Participant who contributes resources to a specific TTCP Activity.</td>
</tr>
<tr>
<td>Controlled Unclassified Information (CUI)</td>
<td>Unclassified Information to which access or distribution limitations have been applied in accordance with each Participant’s applicable national laws, regulations, or policies. It could include Information that has been declassified but remains controlled.</td>
</tr>
<tr>
<td>Cooperative Program Personnel (CPP)</td>
<td>Military members or civilian employees of a Parent Participant assigned to a TTCP Activity at another Participant’s facility who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning, or other functions in furtherance of a TTCP Activity.</td>
</tr>
<tr>
<td>Costs</td>
<td>Both Financial Costs and Non-financial Costs of a TTCP Activity.</td>
</tr>
<tr>
<td>Defense Purposes</td>
<td>Manufacture or other use in any part of the world by or for the armed forces or applicable national security organizations of a Participant’s Government.</td>
</tr>
<tr>
<td>Defense Science and Technology (S&amp;T)</td>
<td>The full scope of S&amp;T efforts in the field of defense and related national security interests, including, but not limited to, analysis, research, development, testing, evaluation, prototyping, demonstrations, experimentation, and effectiveness evaluation activities that enhance collective, operational and non-operational capabilities.</td>
</tr>
<tr>
<td>Designated Security Authority (DSA)</td>
<td>The security authority designated by national authorities to be responsible for the coordination and implementation of national security aspects of this TTCP II MOU.</td>
</tr>
<tr>
<td>Enhanced Mutual Reliance (EMR)</td>
<td>In the context of this TTCP II MOU, the achievement of Defense S&amp;T objectives through the collaborative efforts under this TTCP II MOU that involves the Participants’ mutual reliance on one another’s Defense S&amp;T capabilities, facilities, or skills, thereby allowing the Participants to optimize their own Defense S&amp;T activities or reduce investment in Defense S&amp;T fields being addressed by other Participants.</td>
</tr>
<tr>
<td>Term</td>
<td>Description</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Equipment and Material (E&amp;M)</td>
<td>Any material, equipment, end item, subsystem, component, special tooling, non-developmental Computer Software, or test equipment provided, jointly acquired, or produced for use in the performance of a PA or E&amp;MTA under this TTCP II MOU.</td>
</tr>
<tr>
<td>Equipment and Material Transfer (E&amp;MT)</td>
<td>Transfer of E&amp;M between or among two or more Participants with details of the transfer being embedded in a PA or E&amp;MTA.</td>
</tr>
<tr>
<td>Equipment and Material Transfer Arrangement (E&amp;MTA)</td>
<td>An implementing arrangement entered into under this TTCP II MOU that specifically details the arrangement for transfer of E&amp;M between or among two or more Participants that is not part of a specific PA.</td>
</tr>
<tr>
<td>Exceptional Circumstances</td>
<td>Any circumstances that would require the Contracting Officer to act outside the Project Contract Requirements (PCR).</td>
</tr>
<tr>
<td>Financial Costs</td>
<td>Costs met with monetary contributions.</td>
</tr>
<tr>
<td>Financial Management Procedures Document (FMPD)</td>
<td>A document that describes the procedures by which the Participants will manage the financial matters associated with a particular PA, containing, at a minimum, financial points of contact for each Contributing Participant, schedule, handling, funding levels by year, auditing procedures for Financial Costs anticipated for the PA, and any approval authorization procedures for the expenditure of funds.</td>
</tr>
<tr>
<td>Foreground Information</td>
<td>Information generated in the performance of a specific TTCP Activity.</td>
</tr>
<tr>
<td>Host Participant</td>
<td>The Contributing Participant whose nation provides the facility where CPP are hosted.</td>
</tr>
<tr>
<td>Information</td>
<td>Any knowledge provided to, generated in, or used in a TTCP Activity under this TTCP II MOU 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 knowledge contained in databases, photographs, reports, manuals, threat data, experimental data, test data, Computer Software, Computer Software documentation, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether</td>
</tr>
</tbody>
</table>
in magnetic tape, computer memory, or any other form, and whether or not subject to Intellectual Property rights.

**Intellectual Property**

In accordance with the World Trade Organization Agreement on Trade-related Aspects of Intellectual Property Rights of April 15, 1994, all copyright and related rights, all rights in relation to inventions (including Patent rights), all rights in registered and unregistered trademarks (including service marks), registered and unregistered designs, undisclosed Information (including trade secrets and know-how), layout designs of integrated circuits, geographical indications, and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields.

**Invention**

Any invention in any field of technology, provided it is new, involves an inventive step, is capable of industrial application, and is formulated or made (conceived or “first actually reduced to practice”) in the course of work performed under a TTCP Activity. The term “first actually reduced to practice” means the first demonstration, sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.

**Non-Contributing Participant**

A Participant to this TTCP II MOU who is not contributing to a specific TTCP Activity.

**Non-financial Costs**

Costs met with non-monetary contributions.

**Parent Participant**

The Participant that sends its CPP to a TTCP Activity at another Participant’s facility.

**Participant**

A signatory to this TTCP II MOU represented by its military and civilian personnel. Contractor Support Personnel, Contractors, and Third Entities will not be official representatives of a Participant under this TTCP II MOU.

**Patent**

Grant by any government or a regional office acting for more than one government of the right to exclude others from making, using, importing, selling, or offering to sell an Invention. The term refers to any and all patents including, but not limited to, patents of implementation, improvement, or addition, petty patents, utility models, appearance design patents, registered designs, and inventor certificates or like statutory protection, as well as
divisions, reissues, continuations, renewals, and extensions of any of these.

**Project**
A TTCP Activity undertaken by two or more Participants that is carried out under a PA established under this TTCP II MOU.

**Project Arrangement (PA)**
An implementing arrangement established pursuant to this TTCP II MOU, that specifies the collaboration on a Project between or among Participants in that PA.

**Project Contract Requirements (PCR)**
Project management direction developed by the PA Project Officers (POs) and approved by the PA Steering Committee (SC) as part of the Project Plan for a PA in accordance with Section IV (Management (Organization and Responsibility)) of this TTCP II MOU, 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 Plan**
A document that provides a detailed description of a Project, including, but not limited to, its work schedule, delivery requirements, and milestones, and that is updated periodically by the POs throughout the life of a Project. The Project Plan also includes a PCR and procedures required to protect CUI, as applicable.

**Prospective Contractor**
Any entity that seeks to enter into a Contract to be awarded by a Participant’s Contracting Agency and that, in the case of a solicitation involving the release of export-controlled Information, is eligible to receive such Information.

**Subordinate Element**
Any administrative management structure (e.g., group, technical panel, action group, etc.) authorized by the TTCP Steering Committee.

**TTCP Activity**
A cooperative effort by some or all of the Participants in accordance with the objectives in Section II (Objectives) and the scope of work described in Section III (Scope of Work) of this TTCP II MOU.

**Third Entity**
Any person or other entity sponsored by a Contributing Participant, but which is not a Participant to this TTCP II MOU, and whose government is also the Government of a Participant to this TTCP II MOU. Once a Third Entity is awarded a Contract pursuant to a PA, it becomes a
Contractor under that PA. A Contractor will not be considered a Third Entity.

Third Party A government other than the Government of a Participant and any person or other entity whose government is not the Government of a Participant.

TTCP Program Security Instruction (PSI) A document produced and maintained by the Participants that contains instructions and procedures necessary for the effective classification, marking, handling, transmission, and protection of Information pursuant to this TTCP II MOU.

1.2. The Participants have jointly decided upon the following acronyms used in this TTCP II MOU:

- ACTD Advanced Concept Technology Demonstration
- ADOD Department of Defence of Australia
- CA DND Department of National Defence of Canada
- CG Classification Guide
- CIE&M Classified Information or Equipment and Material
- CPP Cooperative Program Personnel
- CUI Controlled Unclassified Information
- DSA Designated Security Authority
- EMR Enhanced Mutual Reliance
- E&M Equipment and Material
- E&MT Equipment and Material Transfer
- E&MTA Equipment and Material Transfer Arrangement
- EU European Union
- FMPD Financial Management Procedures Document
- MOU Memorandum of Understanding
- NZDF New Zealand Defence Force
- PA Project Arrangement
- PCR Project Contract Requirements
- PO Project Officer
- POC Points of Contact
- SC Steering Committee
- S&T Science and Technology
- TOR Terms of Reference
- TTCP The Technical Cooperation Program
- TTCP PSI TTCP Program Security Instruction
- UK MOD Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland
- U.S. DoD Department of Defense of the United States of America
SECTION II

OBJECTIVES

2.1. This Memorandum of Understanding for The Technical Cooperation Program (TTCP) II (TTCP II MOU) establishes a framework for implementing a program of collaboration among the Participants on activities related to Defense S&T authorized in accordance with related national laws, procedures, and policies of the respective Participants. The purpose of the TTCP is to develop, share, and integrate the Participants’ Defense S&T, including emerging S&T, to advance the Participants’ defense and national security capabilities. The overall aim of the TTCP is to provide a trusted, productive, and creative network among the Participants’ Defense S&T communities that enables the further development in the knowledge of the Participant’s personnel and the collaborative advancement of ideas in order to maximize the effective and efficient use of resources and the value of the Participants’ collective investment in Defense S&T.

2.2. This TTCP II MOU provides the authority, mechanisms, and procedures for the Participants to acquaint each other with their Defense S&T programs and to enhance those programs through cooperation and collaboration conducted between or among Participants in a broad range of Defense S&T activities under this TTCP II MOU.

2.3. The specific objectives of this TTCP II MOU are to:

2.3.1. Augment Participants’ Defense S&T programs with knowledge and resources gained from the other Participants;

2.3.2. Avoid unnecessary duplication among the Participants’ Defense S&T programs through harmonization and alignment, burden-sharing, and Enhanced Mutual Reliance (EMR);

2.3.3. Promote and undertake strategically focused cooperative efforts and activities to identify and address emerging issues and close associated gaps in the technology bases of the Participants;

2.3.4. Exchange S&T Information among the Participants to identify, harmonize, and contribute to the Participants’ Defense S&T requirements;

2.3.5. Promote, leverage, and develop national scientific knowledge bases through collaboration with national partners, including industry and academia, for the benefit of TTCP Defense S&T programs of the Participants and leverage the global innovation system;

2.3.6. Enhance interoperability among the Participants; and

2.3.7. Establish a mechanism for the continuation and enhancement of all TTCP efforts and development of the Participants’ scientific and technical communities.
2.4. This TTCP II MOU also defines and establishes the general provisions that will apply to the initiation, conduct, and management of TTCP Activities undertaken pursuant to this TTCP II MOU and as set forth in Section III (Scope of Work) of this TTCP II MOU.

2.5. This TTCP II MOU does not preclude the Participants from entering into any other bilateral or multilateral agreements or arrangements.
SECTION III

SCOPE OF WORK

3.1. The scope of work for this TTCP II MOU encompasses the Participants’ collaboration in Defense S&T, potentially leading to enhancements in their respective technologies, the development of superior capabilities, improved methods of operation, and increased operational effectiveness. The scope of work for this TTCP II MOU may include, but is not limited to: basic research; applied research; human factors research; advanced technology development and experimentation; advanced component development and prototypes; operational systems development; concept of operation studies and analysis; advanced concept technology demonstrations; system prototypes; developmental test and evaluation of system and subsystem efforts; and evolutionary acquisition/spiral development efforts associated with prototype production.

3.2. TTCP Activities under this TTCP II MOU will be pursued by two or more Participants. The Contributing Participants to a TTCP Activity will share any Foreground Information generated in the conduct of any such TTCP Activity among the Participants in accordance with Section IX (Disclosure and Use of Information) of this TTCP II MOU.

3.3. Subordinate Elements may be established to conduct the following TTCP Activities in pursuit of the objectives in Section II (Objectives) of this TTCP II MOU:

3.3.1. Information exchanges: Information may be exchanged for the purposes of Section II (Objectives) and Section III (Scope of Work), and in accordance with Section IX (Disclosure and Use of Information) and Section XIII (Third Party Sales and Transfers) of this TTCP II MOU. Information exchanges under this TTCP II MOU will take place on a balanced, reciprocal basis of approximately equivalent value among the Participants, quantitatively and qualitatively. Information exchanges need not necessarily coincide in time, technical field, or in the form of Information.

3.3.2. Supporting activities: Those activities that are not Aligned Activities or conducted under a PA or E&MTA that may include, but are not limited to, efforts related to harmonizing and aligning the Participants’ Defense S&T programs; conducting future technological foresight; exploring, studying, and reporting to the Subordinate Elements on specific issues; and establishing trusted, productive, and creative networks.

3.3.3. Aligned Activities: The Participants may conduct Aligned Activities endorsed by the TTCP Executive Management Group related to Defense S&T efforts that may include, but are not limited to: performance of Defense S&T tasks; research analysis; comparative evaluation of Computer Software (in accordance with paragraph 3.4. of this Section) and/or other technologies; and Defense S&T demonstrations and trials, in accordance with the objectives outlined in Section II (Objectives) of this TTCP II MOU subject to the following provisions.
3.3.3.1. Aligned Activities within TTCP will be conducted on a best efforts basis and managed and documented by the appropriate Subordinate Element. The TTCP Executive Management Group will endorse the necessity, usefulness, and appropriateness of the Aligned Activity where the TTCP Executive Management Group determines the Aligned Activity to be necessary, useful, and appropriate to be undertaken in accordance with the provisions of Section II (Objectives) and Section III (Scope of Work) of this TTCP II MOU.

3.3.3.2. Endorsement to undertake an Aligned Activity will not constitute a commitment by any of the Contributing Participants to allocate financial or non-financial resources to perform Defense S&T tasks, provide Information, transfer E&M, or conduct any other TTCP-related efforts.

3.3.3.3. If a commitment among the Contributing Participants is required to allocate financial or non-financial resources or to transfer E&M to another Contributing Participant, a PA or E&MTA will be established in accordance with subparagraphs 3.3.4. and 3.3.5., respectively, of this Section.

3.3.3.4. The Contributing Participants to an Aligned Activity will share the resulting Foreground Information generated in the conduct of such Aligned Activity in accordance with subparagraph 9.5. and 9.6. of Section IX (Disclosure and Use of Information) and Section XIII (Third Party Sales and Transfers) of this TTCP II MOU, unless otherwise mutually determined in writing by the Contributing Participants of that Aligned Activity.

3.3.4. Project Arrangements (PAs): If the conduct of any TTCP Activity is contingent upon the commitment from two or more Participants to provide financial or non-financial or other critical resources, transfer funds among the Contributing Participants, establish Contracts on behalf of one another, or is a complex TTCP Activity that requires joint program management, then the Participants in that proposed TTCP Activity will establish a PA.

3.3.4.1. Detailed provisions of each PA will be consistent with this TTCP II MOU and will include, as appropriate, specific provisions concerning the purpose, objectives, scope of work, sharing of work, management structure, financial arrangements, and classification in accordance with Annex A (Model Project Arrangement (PA)) to this TTCP II MOU.

3.3.4.2. PAs may be established for any duration, up to the expiration date of this TTCP II MOU. Long-term PAs will support EMR and long-term collaboration.
3.3.4.3. PAs established under this TTCP II MOU will incorporate by reference the provisions of this TTCP II MOU.

3.3.4.4. The Contributing Participants to a PA under this TTCP II MOU will share the resulting Foreground Information in accordance with Section IX (Disclosure and Use of Information) of this TTCP II MOU.

3.3.5. Equipment and Material Transfer Arrangements (E&MTAs): The Participants recognize that it may be necessary to transfer E&M for the purpose of implementing this TTCP II MOU but not for the purposes of a specific PA. Such transfers will be established in accordance with Annex B (Model Equipment and Material Transfer Arrangement (E&MTA)) to this TTCP II MOU, as appropriate, and will be in accordance with Section VIII (Equipment and Material) of this TTCP II MOU.

3.3.6. Visits: Visits may occur, in accordance with Section XI (Visits to Establishments) of this TTCP II MOU, to promote the objectives of this TTCP II MOU.

3.3.7. Cooperative Program Personnel (CPP) activities: Personnel from one Participant may be assigned to facilities of another Participant pursuant to this TTCP II MOU. Such assignments will be in accordance with the provisions of Section XVII (Cooperative Program Personnel) and requires the establishment of the supporting documentation in Annex D (Cooperative Program Personnel Position Description) to this TTCP II MOU. For the U.S. DoD Participant, CPP assignments will be subject to subparagraph 17.1.1. of Section XVII (Cooperative Program Personnel) of this TTCP II MOU. Individual PAs may also provide for the assignment of CPP from one Contributing Participant to facilities of another Contributing Participant to participate in a Project. Such PAs will incorporate by reference the provisions of Section XVII (Cooperative Program Personnel) of this TTCP II MOU.

3.4. Computer Software may be transferred under this TTCP II MOU, in accordance with national procedures, subject to the following provisions:

3.4.1. Such transfer must be necessary or useful to the conduct of TTCP Activities as determined by the providing Participant.

3.4.2. Developmental Computer Software will be exchanged as Information in accordance with subparagraph 3.3.1. of this Section.

3.4.3. Non-developmental Computer Software, such as software that has been fielded, put into practical use, declared as meeting initial operating capability, or previously sold, may only be transferred as E&M under a PA or E&MTA under this TTCP II MOU in accordance with subparagraphs 3.3.4. and 3.3.5. of this Section, respectively.
3.4.4. Such transfers may occur only where national authority for such release has been obtained by the providing Participant. Such release may be subject to additional use restrictions, such as those required by licenses, use agreements, or nondisclosure agreements, placed by the providing Participant.

3.5. Third Entities that are organizations and/or agencies of the Participants’ Governments not within the ADOD, CA DND, NZDF, UK MOD, or U.S. DoD (hereinafter referred to as “Governmental Third Entities”) may participate in TTCP Activities when specifically authorized in writing by the Contributing Participants of those TTCP Activities. Participation of such Governmental Third Entities in a TTCP Activity will be conducted in accordance with the national laws and regulations of the Government of the respective Governmental Third Entity and the provisions of this TTCP II MOU. Each Participant will ensure that its Governmental Third Entities abide by the requirements of this TTCP II MOU, including Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security), Section XIII (Third Party Sales and Transfers), and Section XVII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of this TTCP II MOU.

3.6. Third Entities that are not organizations and/or agencies of the Participants’ Governments, such as academic institutions and commercial entities (hereinafter referred to as “Non-Governmental Third Entities”), may provide Information to TTCP Activities when specifically authorized in writing by the Contributing Participants to those TTCP Activities. Any participation by such Non-Governmental Third Entities in a TTCP Activity beyond that of providing Information will be conducted in accordance with the national laws and regulations of the Government of the respective Non-Governmental Third Entity and the provisions of this TTCP II MOU. The terms and conditions under which such Non-Governmental Third Entities participate will be specified in a legally binding instrument between that Non-Governmental Third Entity and the respective Participant, subject to the provisions of this TTCP II MOU, including Section VI (Contracting Provisions), Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security), Section XIII (Third Party Sales and Transfers), and Section XVII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of this TTCP II MOU.

3.7. Subject to subparagraphs 4.3.8. and 4.5.8. and to the Participants’ respective national laws, regulations, and policies including their respective export control laws and regulations, the Participants may unanimously authorize a Third Party to participate in a specific Information exchange to facilitate the work of a TTCP Subordinate Element. Such Information exchange will be conducted in accordance with Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security), and Section XIII (Third Party Sales and Transfers) of this TTCP II MOU. Any other activity undertaken with a Third Party will be outside the scope of this TTCP II MOU and will be subject to separate agreements or arrangements.

3.8. Execution of acquisition programs or production programs (other than jointly acquired or produced E&M acquired for use in a PA) that may be proposed as a result of TTCP Activities under this TTCP II MOU are outside the scope of this TTCP II MOU and will require conclusion of separate agreements or arrangements.
3.8.1. Nothing in this provision is intended to limit the provision by a Participant of Information for use in a TTCP Activity arising from any separately executed acquisition programs or production programs unless prevented by the Participant’s applicable national laws, regulations, and policies.
SECTION IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

TTCP Steering Committee

4.1. This TTCP II MOU will be directed, administered, and managed on behalf of the Participants by the TTCP Steering Committee.

4.2. The TTCP Steering Committee will consist of one (1) representative appointed by each Participant, hereinafter referred to as TTCP Principals. The following (or their successors in the event of reorganization) are designated as TTCP Principals:

4.2.1. The ADOD TTCP Principal: Chief Defence Scientist

4.2.2. The CA DND TTCP Principal: Assistant Deputy Minister (Science and Technology)

4.2.3. The NZDF TTCP Principal: Director, Defence Technology Agency

4.2.4. The UK MOD TTCP Principal: MOD Chief Scientific Advisor

4.2.5. The U.S. DoD TTCP Principal: Assistant Secretary of Defense for Research and Engineering

4.3. The TTCP Steering Committee is responsible for:

4.3.1. Exercising executive-level oversight of efforts conducted under this TTCP II MOU including directing, administering, and monitoring the overall use, efficiency, and effectiveness of this TTCP II MOU;

4.3.2. Ensuring that TTCP Activities meet the collaborative intent of the Participants of this TTCP II MOU;

4.3.3. Approving the establishment or dissolution of Subordinate Elements, collectively appointing its leadership, approving its management structure, and signing its TOR;

4.3.4. Approving the program of work and Aligned Activities under this TTCP II MOU;

4.3.5. Recommending to the Participants amendments to this TTCP II MOU to be developed in accordance with their respective national laws, regulations, policies, and staffing procedures and in accordance with Section XVIII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of this TTCP II MOU;

4.3.6. Maintaining oversight of PAs and E&MTAs and any amendments thereto, in accordance with this TTCP II MOU;
4.3.7. Providing oversight of the assignment of CPP from one Participant to facilities of another Participant to work on TTCP Activities undertaken in accordance with the provisions set out in Section XVII (Cooperative Program Personnel) of this TTCP II MOU;

4.3.8. Approving any Third Party participation in Information exchanges pursuant to paragraph 3.7. of Section III (Scope of Work) of this TTCP II MOU;

4.3.9. Maintaining oversight of Third Entity participation in TTCP Activities pursuant to paragraphs 3.5. and 3.6 of Section III (Scope of Work) of this TTCP II MOU;

4.3.10. Resolving issues brought forth by the TTCP Executive Management Group;

4.3.11. Meeting in person annually, or more often as required, successively when possible, in Australia, Canada, New Zealand, the United Kingdom, and the United States:

4.3.12. Approving the TTCP administrative guidance document developed pursuant to subparagraph 4.5.19. of this Section and any revisions thereto;

4.3.13. Ensuring that each TTCP Principal designates a Deputy to represent its respective Participant’s national interests in the TTCP Executive Management Group.

**TTCP Executive Management Group**

4.4. The TTCP Executive Management Group will consist of:

4.4.1. One (1) Deputy as designated by their respective TTCP Principal;

4.4.2. At least one (1) Executive Officer as designated by their respective Deputy; and

4.4.3. Other representatives as designated by their respective TTCP Principal, as required.

4.5. The TTCP Executive Management Group will be responsible for:

4.5.1. Supporting the TTCP Steering Committee in directing, administering, and monitoring the overall use, efficiency, and effectiveness of this TTCP II MOU;

4.5.2. Providing oversight of, and guidance on, TTCP Activities, including the development, drafting, and processing of PAs and E&MTAs;

4.5.3. Making recommendations to the TTCP Steering Committee on the establishment or dissolution of Subordinate Elements, including the appointment of a Subordinate Element’s leadership, its management structure, and TOR;
4.5.4. Endorsing programs of work and Aligned Activities to the TTCP Steering Committee for approval;

4.5.5. Recommending to the TTCP Steering Committee amendments to this TTCP II MOU;

4.5.6. Establishing PAs and E&MTAs and any amendments thereto, in accordance with this TTCP II MOU and the Contributing Participants’ respective national laws, regulations, and policies;

4.5.7. Recommending to the TTCP Steering Committee the assignment of CPP from one Participant to facilities of another Participant to work on TTCP Activities carried out in accordance with the provisions of Section XVII (Cooperative Program Personnel) of this TTCP II MOU;

4.5.8. Recommending to the TTCP Steering Committee approval of any Third Party participation in a specific Information exchange pursuant to paragraph 3.7. of Section III (Scope of Work) of this TTCP II MOU;

4.5.9. Endorsing Third Entity participation in a specific TTCP Activity pursuant to paragraphs 3.5. and 3.6. of Section III (Scope of Work) of this TTCP II MOU;

4.5.10. Providing direction of administration, security, policy, and management to the Subordinate Elements and resolving issues arising from the conduct of TTCP Activities;

4.5.11. Providing oversight of financial, performance, and schedule matters, and resolving issues arising from PAs and E&MTAs, if no PA Steering Committee (SC) is established;

4.5.12. Employing their best efforts to resolve, in consultation with the export control authorities of the Participants, any export control issues arising from the conduct of TTCP Activities;

4.5.13. Resolving any other issues referred to them by the PA SC, the POs, or POCs, as applicable;

4.5.14. Referring issues to the TTCP Steering Committee that cannot be resolved between or among the TTCP Executive Management Group;

4.5.15. Ensuring that an overarching TTCP Program Security Instruction (PSI) is developed and approved by the Participants’ Designated Security Authorities (DSAs) prior to the transfer of Classified Information or Equipment and Material (CIE&M) or Controlled Unclassified Information (CUI), and maintaining the TTCP PSI thereafter;

4.5.16. Providing oversight of financial, performance, and schedule matters, and resolving issues arising from PAs and E&MTAs, if no PA SC is established;
4.5.17. Ensuring that a TTCP PSI and Classification Guide (CG) or a TTCP PSI supplement for a PA or E&MTA is prepared by the PO or POC, if required, and approved by the respective DSAs prior to transfer of CIE&M or CUI;

4.5.18. Coordinating requests for Third Party sales or transfers on behalf of the Participants in accordance with Section XIII (Third Party Sales and Transfers) of this TTCP II MOU;

4.5.19. Creating and maintaining a TTCP administrative guidance document, for use among the Participants, that describes the detailed management, processes, and procedures, consistent with the provisions of this TTCP II MOU, to assist with implementation of this TTCP II MOU;

4.5.20. Ensuring that Information exchanged under this TTCP II MOU is conducted in accordance with subparagraph 3.3.1. of Section III (Scope of Work) of this TTCP II MOU; and

4.5.21. Such other duties and responsibilities as the TTCP Steering Committee may determine.

**Subordinate Elements**

4.6. The TTCP Steering Committee will appoint the leadership of the Subordinate Elements established to conduct TTCP Activities, as documented in the Subordinate Element Terms of Reference (TOR). The scope of work within each Subordinate Element will be defined in a written TOR using the format set out in Annex C (Model TTCP Subordinate Element Terms of Reference (TOR)) to this TTCP II MOU.

4.7. The Subordinate Element leadership will be responsible for:

4.7.1. Conducting TTCP Activities to support TTCP II MOU objectives;

4.7.2. Implementing, managing, and directing their assigned Subordinate Element;

4.7.3. Fostering maximum cooperation and exchange of Information among the Participants’ personnel in the designated field of Defense S&T for that particular Subordinate Element;

4.7.4. Reporting to the TTCP Executive Management Group a summary of Information exchanged under the Subordinate Elements;

4.7.5. Recommending to the TTCP Executive Management Group the endorsement of any Third Entity for participation in a TTCP Activity and recommending the TTCP Steering Committee the approval of any Third Party to participate in an Information exchange to facilitate the work of a Subordinate Element in accordance with paragraphs 3.5. through 3.7. of Section III (Scope of Work) of this TTCP II MOU;
4.7.6. Exploring and proposing CPP assignments;

4.7.7. For non-U.S. DoD Participants, overseeing development of and providing insight to CPP Position Descriptions and length of tour for CPP assigned under a Subordinate Element;

4.7.8. Managing the security aspects of the Subordinate Element;

4.7.9. Seeking approval from respective national authorities for the release of Government Background Information in support of Aligned Activities in accordance with subparagraph 9.6.2 of Section IX (Disclosure and Use of Information) of this TTCP II MOU; and

4.7.10. Drafting the TOR for the Subordinate Element, then seeking endorsement by the TTCP Executive Management Group and approval and signing by the TTCP Steering Committee.

4.7.11. Approving plans for the transfers of E&M when no PA SC is established.

**Project Arrangement Steering Committee**

4.8. For PAs in which one Participant contracts on behalf of one or more Contributing Participants for tasks under that Project, a PA SC will be established, composed of members from each of the Contributing Participants. A PA SC also may be established for any PA as mutually determined. If a PA SC is established under a PA, it will be responsible for, as applicable:

4.8.1. Providing policy and management direction to the POs for PAs during execution;

4.8.2. Monitoring overall implementation, including technical quality, Cost, schedule, and performance against PA requirements;

4.8.3. Approving plans for transfers of E&M or disposal of jointly acquired or produced E&M, in accordance with Section VIII (Equipment and Material) and Section XIII (Third Party Sales and Transfers) of this TTCP II MOU;

4.8.4. Resolving issues brought forth by the POs;

4.8.5. Maintaining oversight of the security aspects of a Project;

4.8.6. Establishing and approving the detailed financial procedures of a PA through a Financial Management Procedures Document (FMPD), as required;

4.8.7. Reporting status and activity of assigned Projects as requested by the TTCP Steering Committee and TTCP Executive Management Group;
4.8.8. Approving the Project Plan, and any revisions thereto, submitted by the PO in accordance with subparagraph 4.9.11. of this Section, and 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:

4.8.8.1. Detailed scope of work and corresponding work schedule, as appropriate;

4.8.8.2. References to applicable acquisition approval processes and documents; and

4.9.8.3. Project Contract Requirements (PCR).

4.8.9. Upon notification by the PO of Exceptional Circumstances that require immediate attention, issuing updated PCR through a timely Project Plan revision developed and approved in accordance with subparagraphs 4.8.8 and 4.9.11. of this Section, in order to provide Project management direction for the Contracting Officer to manage and modify Contracts under such Exceptional Circumstances. If requested by the PA SC, the PO, in consultation with the Contracting Officer, will explain why the circumstances can be regarded as Exceptional Circumstances;

4.8.10. Employing its best efforts to resolve, in consultation with the export control authorities of the Participant concerned, any export control issues raised by the POs in accordance with subparagraph 4.9.5. of this Section or raised by a Participant’s PA SC representative in accordance with subparagraph 9.3.3. of Section IX (Disclosure and Use of Information) of this TTCP II MOU;

4.8.11. Monitoring Third Party sales and transfers authorized in accordance with Section XIII (Third Party Sales and Transfers) of this TTCP II MOU; and

4.8.12. Monitoring any involvement of Third Entities in the PA.

**Project Officers and Points of Contact**

4.9. In accordance with the provisions of any PA or E&MTA, the POs or POCs, respectively, will have the responsibilities under paragraph 4.8. of this Section, as applicable, if no PA SC is established for their PA or E&MTA. In accordance with the provisions of the PA or E&MTA, POs or POCs will:

4.9.1. Have primary responsibility for implementing, managing, and directing their assigned PAs or E&MTAs, including technical quality, Cost, and schedule performance against requirements;

4.9.2. Appoint a Project security officer;
4.9.3. Report status and activity, as required, of assigned PAs or E&MTAs to the PA SC, or to TTCP Executive Management Group if no PA SC is established;

4.9.4. Develop and manage the security aspects of the PA or E&MTA, including informing TTCP Executive Management Group and forwarding for DSA approval, any additional TTCP PSI supplement and CG necessary for a specific PA or E&MTA that contains provisions for the generation or exchange of CIE&M or CUI, as appropriate;

4.9.5. Monitor export control arrangements required to implement any PA or E&MTA and, if applicable, immediately refer to the PA SC, or if no PA SC is established, to TTCP Executive Management Group any export control issues that could adversely affect the implementation of the PA or E&MTA;

4.9.6. Manage the assignment of specific CPP to a Project at another Contributing Participant’s facilities in accordance with the provisions set out in Section XVII (Cooperative Program Personnel) of this TTCP II MOU;

4.9.7. Maintain a list of all E&M transferred by the Contributing Participants;

4.9.8. Implement the financial aspects of the PA in accordance with Section V (Financial Provisions) of this TTCP II MOU;

4.9.9. Forward issues, where necessary, to the PA SC, or if no PA SC is established, to TTCP Executive Management Group for resolution;

4.9.10. Carry out any additional responsibilities set out in the PA or E&MTA, or as directed by the PA SC, or if no PA SC is established, TTCP Executive Management Group;

4.9.11. Develop a Project Plan, and any necessary revisions thereto, as described in subparagraph 4.8.8. of this Section; submit the Project Plan, and any revisions thereto for TTCP Executive Management Group, or, if one is established, for PA SC approval; implement the Project Plan and any revisions upon TTCP Executive Management Group, or if one is established, upon PA SC approval; and document the existence of any Exceptional Circumstances as raised by the Contracting Officer;

4.9.12. Provide the approved Project Plan (including the PCR, as appropriate), and any approved revisions thereto, to the Contracting Officer, if applicable;

4.9.13. Inform the PA SC of the existence of Exceptional Circumstances raised by the Contracting Officer in accordance with paragraph 6.6. of Section VI (Contracting Provisions) of this TTCP II MOU and documented by the PO in accordance with subparagraph 4.9.11. of this Section;
4.9.14. Cooperate, 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;

4.9.15. Inform the TTCP Executive Management Group, or if one is established, the PA SC of any risk of Cost growth beyond the FMPD approved by TTCP Executive Management Group, or if one is established, the PA SC, or schedule change or performance issues which cause any variation from the Project Plan;

4.9.16. Seek endorsement from the TTCP Executive Management Group, and inform the relevant Subordinate Element leadership of any Non-Governmental Third Entity participation in the Project; and

4.9.17. Prepare a final report and forward it to TTCP Executive Management Group by the date indicated in the PA or E&MTA.

Meetings of Management Bodies

4.10. The TTCP Steering Committee, TTCP Executive Management Group, Subordinate Element leadership, PA SCs if established, and POs will meet, in-person or virtually, as required, successively where possible in Australia, Canada, New Zealand, the United Kingdom, and the United States, or as otherwise mutually determined. All organizational, administrative, and secretarial Costs associated with a meeting will be borne by the hosting Participant for that particular meeting. The chairperson for each meeting will be borne by the hosting Participant and will be the senior official of the hosting Participant. During such meetings, all decisions will be made unanimously, with each relevant Participant having one vote. In the event that the Participants are unable to reach a timely decision, each Participant will refer the issue to its higher authority for resolution, during which time the approved TTCP Activity will, unless otherwise determined by the TTCP Steering Committee, continue to be implemented without interruption while the issue is being resolved by higher authorities.
SECTION V

FINANCIAL PROVISIONS

5.1. This TTCP II MOU itself creates no financial responsibilities regarding any TTCP Activity.

5.2. For the purposes of this TTCP II MOU, the following Costs will be borne entirely by the Participant incurring the Costs or on whose behalf the Costs are incurred, as mutually determined:

5.2.1. Costs associated with national representation at meetings and participation in Subordinate Elements, supporting activities, and Aligned Activities;

5.2.2. Costs associated with conducting, managing, and administering any Information exchanges under this TTCP II MOU;

5.2.3. Costs associated with any unique national requirements identified by a Participant; and

5.2.4. Any other Costs not expressly stated as shared Costs under this TTCP II MOU.

5.3. For PAs under this TTCP II MOU;

5.3.1. Detailed descriptions of the financial provisions for a specific Project, including the total Cost of the Project and each Contributing Participant’s Cost share, as applicable, will be contained in each specific PA. Contributing Participants will contribute their equitable share of the full Financial and Non-financial Costs of each PA, including overhead Costs and administrative Costs as defined in the PA, and costs of claims in accordance with Section XIV (Claims) of this TTCP II MOU, and will receive an equitable share of the results of each PA.

5.3.2. For each PA, the POs will be responsible for establishing the detailed financial management procedures under which the Project will operate. Where necessary, these procedures will be detailed in an FMPD proposed by the POs and subject to the approval of the PA SC, if one is established, or alternatively, the TTCP Executive Management Group of the Contributing Participants.

5.3.3. Contributing Participants will perform, or will have performed, their tasks and will use their best efforts to perform the tasks within the Cost ceilings specified in each PA. Contributing Participants will bear the full Costs they incur for performing, managing, and administering their own activities under this TTCP II MOU and participation in each PA including their share of the Costs of any Contracts for a PA under paragraph 5.7. of this Section.

5.4. For E&MTAs under this TTCP II MOU:

5.4.1. There will be no charge for the loan of E&M or for the test report provided under an E&MTA.
5.4.2. Unless otherwise mutually determined in writing by the Contributing Participants, each Contributing Participant will fully bear all Costs it incurs for performing, managing, and administering its activities under the E&MTA.

5.5. For CPP arrangements under this TTCP II MOU, unless otherwise mutually determined in writing, the following Cost provisions apply to CPP assigned to a Host Participant’s facility to work on a TTCP Activity:

5.5.1. The Host Participant will be responsible for the following:

5.5.1.1. Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the Host Participant;

5.5.1.2. Costs incurred as a result of a change in location of work ordered by the Host Participant during the period of assignment;

5.5.1.3. Costs associated with the use of facilities, working accommodation, and equipment necessary for the performance of tasks assigned to CPP; and

5.5.1.4. Costs associated with formal or informal training in connection with the performance of any duty carried out pursuant to a requirement of the Host Participant.

5.5.2. The Parent Participant’s responsibility will include all other costs and expenses of assigned CPP including:

5.5.2.1. All pay and allowances of its CPP;

5.5.2.2. Travel to and from the place of the assignment of the Host Participant, except for travel pursuant to subparagraph 5.5.1.1. of this Section;

5.5.2.3. All temporary duty costs, including travel costs, when such duty is carried out at the request of the Parent Participant;

5.5.2.4. Compensation for loss of, or damage to, the personal property of CPP, or the personal property of their dependents, as appropriate;

5.5.2.5. The movement of dependents and the household effects of CPP;

5.5.2.6. Preparation and shipment of remains and funeral expenses in the event of the death of CPP or their dependents; and

5.5.2.7. All expenses in connection with the return of CPP whose assignment has been terminated.
5.6. A Contributing Participant will promptly notify the other Contributing Participants if available funds will not be adequate to fulfill its responsibilities under a PA or E&MTA, or if it appears that the Cost ceilings in a PA will be exceeded, and the Contributing Participants will immediately consult with a view toward continuation on a modified basis.

5.7. Subject to the provisions of this TTCP II MOU and in particular this Section, Section IV (Management (Organization and Responsibility)), Section VI (Contracting Provisions), and Section XVII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration), the Participants recognize that, as identified in a PA, it may become necessary for one Contributing Participant to incur contractual or other obligations for the benefit of one or more other Contributing Participants prior to receipt of the other Contributing Participant’s funds. In the event that one Contributing Participant incurs such contractual or other obligations, each Contributing Participant will pay its equitable share of the Contract or other obligation, and will make such funds available in such amounts and at such times as may be required by the Contract or other obligation and will pay its share of any damages in accordance with Section XIV (Claims) of this TTCP II MOU and its equitable share of any 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. In this context, “equitable” means the Cost share allocation described in the applicable PA, for cooperative Costs and unique national requirements Costs arising out of contractual or other obligations for the benefit of the Contributing Participants.

5.8. The Contributing Participants will be responsible for the audit of their activities or their Contractors’ activities pursuant to a PA. A Contributing Participant’s audits will be in accordance with its own national practices and the FMPD. For PA efforts where funds are transferred between Contributing Participants, the receiving Contributing Participant will be responsible for the internal audit regarding administration of the other Contributing Participant’s funds in accordance with the receiving Contributing Participant’s national practices. Audit reports of such funds will be made available promptly by the receiving Contributing Participants to the other Contributing Participants.
SECTION VI

CONTRACTING PROVISIONS

6.1. If a Participant determines that Contracting is necessary to fulfill that Participant's responsibilities for any TTCP Activity, that Participant will contract in accordance with its respective national laws, regulations, and policies.

6.2. If a Participant individually contracts on its own behalf to perform a task under any TTCP Activity, it will be solely responsible for its own Contracting, and the other Participants will not be subject to any liability arising from such Contracts without their prior written consent.

6.3. If the Contributing Participants determine that it is necessary under a PA that one Contributing Participant contract on behalf of other Contributing Participants for tasks under that PA, that Contributing Participant will contract in accordance with its national laws, regulations, and policies. Such contractual arrangements will be detailed in the particular PA. The Contracting Officer will be the exclusive source for providing contractual direction and instructions to Contractors and Prospective Contractors. The PA SC will be responsible for the coordination of activities related to this TTCP II MOU and its PA and will provide oversight of the POs who will cooperate with the Contracting Officer in the areas of Contract procedures, Contract negotiations, evaluation of offers, and Contract award.

6.4. For all Contracting activities performed by a Contributing Participant for the benefit of the other Contributing Participants, the PA SC will review statements of work prior to the issuance of solicitations to ensure that they are in accordance with this TTCP II MOU and the PA for which the Contracting is performed. The Contracting Officer will keep the PA SC advised of all significant developments associated with award and performance of Project Contracts, and will keep the PA SC advised of all financial arrangements with the prime Contractor.

6.5. When Contracting on behalf of the other Contributing Participants, a Contracting Participant will protect the interests of the other Contributing Participants in that the Contracting Participant will investigate, in a timely manner, concerns that a Contractor has not met, or may not meet, contractual requirements and, upon verification of the validity of such concerns by the Contracting Participant, will pursue contractual remedies and utilize Contract disputes processes to the same extent as that Contracting Participant would in protecting its own interests. The Contracting Participant will keep the affected Contributing Participants informed during this process and will take its/their views into full consideration.

6.6. When Contracting on behalf of one or more Contributing Participants, a Contracting Participant’s Contracting Officer will 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 will consult with the PO and PA SC, and execute Contracting actions consistent with any revised PCR. If such consultation does not result in a revised PCR, the Contracting Officer will 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 Contributing Participants disagree with any action taken by the
PO, PA SC, or the Contracting Officer, the disagreement will be resolved in accordance with Section XVI (Settlement of Disputes) of this TTCP II MOU.

6.7. The Contracting Officer will immediately inform the PO of any risk of Cost growth beyond the FMPD approved by the PA SC, or schedule change or performance issues, which cause any variation from the Project Plan for any Contract for which the Contracting Officer is responsible.

6.8. The POs will promptly advise the Contributing Participants' PA SC representatives, or the TTCP Executive Management Group if no PA SC is established, of any anticipated or actual Cost growth, schedule changes, delay, or performance problems under any Contract for which its Contracting Agency is responsible.

6.9. Each Participant's Contracting Agency will insert into its prospective Contracts (and require its Contractors to insert in subcontracts) provisions that satisfy the requirements of this TTCP II MOU, including Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security), Section XIII (Third Party Sales and Transfers), and Section XVII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of this TTCP II MOU, and including export control provisions in accordance with this TTCP II MOU, in particular paragraphs 6.10. and 6.11. of this Section. Each Participant's Contracting Agency will negotiate to obtain the rights to use and disclose Information required by Section IX (Disclosure and Use of Information) of this TTCP II MOU. During the Contracting process, each Participant will also advise Prospective Contractors of their responsibility to notify immediately their respective Participant’s Contracting Agency, before Contract award, if they are subject to any license or agreement that will restrict their or their Government’s freedom to disclose Information or permit its use, and will employ their best efforts not to enter into any new agreement or arrangement that will result in restrictions.

6.10. Each Participant will legally bind its Contractors to a requirement that the Contractor will not retransfer or otherwise use export-controlled Information provided by the other Participants for any purpose other than the purposes authorized under this TTCP II MOU. The Contractor will 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 TTCP II MOU. Export-controlled Information provided by one Participant under this TTCP II MOU may only be retransferred by the other Participants to its Contractors if the legal arrangements required by this paragraph have been established.

6.11. Each Participant will legally bind its Prospective Contractors to a requirement that the Prospective Contractor will not retransfer or otherwise use export-controlled Information provided by another Participant for any purpose other than responding to a solicitation issued in furtherance of the purposes authorized under this TTCP II MOU. Prospective Contractors will not be authorized use for any other purpose if they are not awarded a Contract. The Prospective Contractors will 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 provided by
one Participant under this TTCP II MOU may only be retransferred by the other Participants to its Prospective Contractors if the legal arrangements required by this paragraph have been established. Upon request by the providing Participant, the receiving Participant will identify its Prospective Contractors and prospective subcontractors receiving such export-controlled Information.

6.12. In the event a Participant’s Contracting Agency is unable to secure adequate rights to use and disclose Project Information as required by Section IX (Disclosure and Use of Information) of this TTCP II MOU, or is notified by Contractors or Prospective Contractors of any restrictions on the disclosure and use of Information, that Participant’s Contracting Agency will refer the matter to the PA SC, or to the TTCP Executive Management Group if no PA SC is established, for resolution.

6.13. Upon mutual consent, consistent with Section II (Objectives) of a PA, a Participant may contract for the unique national requirements of the other Participants.
SECTION VII

WORK SHARING

7.1. No requirement will be imposed by any Participant for work sharing or other industrial or commercial compensation in connection with this TTCP II MOU or applicable PA that is not in accordance with this TTCP II MOU or the applicable PA.
SECTION VIII

EQUIPMENT AND MATERIAL

Equipment and Material Transfer:

8.1. A Participant may transfer, without charge to the other Participants, such E&M identified as being necessary for undertaking a TTCP Activity. For all such transfers, a PA or E&MTA will be used and will list the E&M to be transferred, and will provide detailed provisions for such transfers.

8.1.1. For E&MTs under a PA, the PA will provide specific details of any transfer of E&M. E&M identified at the time of PA signature will be specified in the PA pursuant to Section X (Equipment and Material Transfer) of Annex A (Model Project Arrangement) to this TTCP II MOU. E&M that cannot be identified at the time of PA signature will be documented, when identified, in a list to be developed and maintained by the POs. Approval for all E&MTs will be in accordance with the respective national laws, regulations, and policies of the Contributing Participants involved.

8.1.2. The Participants recognize that it may be necessary to transfer E&M for the purpose of implementing this TTCP II MOU, but not for the purpose of a specific PA. In such cases, the Contributing Participants will enter into an E&MTA using the format set forth in Annex B (Model Equipment and Material Transfer Arrangement) to this TTCP II MOU, to the extent applicable and practicable.

8.1.2.1. For E&MTAs concluded pursuant to Annex B (Model Equipment and Material Transfer Arrangement) to this TTCP II MOU, each Contributing Participant may transfer E&M without charge to the other Contributing Participants. Approval for all E&MTAs will be in accordance with the Contributing Participants’ national procedures. The receiving Participant of the E&M, in accordance with the provisions of this TTCP II MOU and its national laws, regulations, and policies, will make available without charge the results of any testing or evaluation, including the final report, to the other Contributing Participants. When authorized in the E&MTA, the results of the testing and evaluation may be made available to the Non-Contributing Participants for information and evaluation purposes only.

8.2. The providing Participant will make every effort to ensure that the E&M is provided in a serviceable and usable condition according to its intended purpose. However, the providing Participant makes no warranty or guarantee of fitness of the E&M for a particular purpose or use, and makes no commitment to alter, improve, or adapt the E&M, or any part thereof.

8.3. The receiving Participant will maintain any transferred E&M in good order, repair, and operable condition. Unless the providing Participant has authorized the E&M to be
expended or otherwise consumed without reimbursement to the providing Participant, the receiving Participant will return the E&M to the providing Participant in as good condition as received, normal wear and tear excepted, or return the E&M and pay the cost to restore it. If the transferred E&M is damaged beyond economical repair, the receiving Participant will return the E&M to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and policies. If the E&M is lost, Unintentionally destroyed, damaged beyond economical repair, or stolen while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and policies.

8.4. The providing Participant, at its expense, will deliver E&M to the receiving Participant at a mutually determined location. Possession of, and responsibility for, the E&M will pass from the providing Participant to the receiving Participant at the time of receipt of the E&M. Any further transportation responsibility will be specified in the PA or E&MTA, as applicable.

8.5. All E&M that is transferred will be used by the receiving Participant only for the purposes of carrying out this TTCP II MOU and the applicable PA or E&MTA, unless otherwise consented to in writing by the providing Participant. In addition, in accordance with Section XIII (Third Party Sales and Transfers) of this TTCP II MOU, E&M will not be retransferred to a Third Party without the prior written consent of the providing Participant.

8.6. The providing Participant will furnish the receiving Participant such Information as is necessary to enable the E&M to be used. If the providing and receiving Participants mutually determine that specific training is required for use of E&M, they will mutually determine the appropriate arrangements for the provision of such training.

8.7. The receiving Participant will inspect and inventory the E&M upon receipt. The receiving Participant will also inspect and inventory the E&M prior to its return (unless the E&M is to be expended or consumed).

8.8. Unless the E&M is approved for consumption or expenditure, upon expiration or termination of the transfer period specified in the PA or the E&MTA (taking into account any extension), the receiving Participant will return the E&M, at its expense, to the providing Participant at a mutually determined location. Possession of, and responsibility for, the E&M will pass from the receiving Participant to the providing Participant at the time of its receipt. Any further transportation is the responsibility of the providing Participant.

8.9. The receiving Participant will give the providing Participant written notice of consumption or expenditure of E&M approved for such consumption or expenditure. In the event the intended consumption or expenditure does not occur, the receiving Participant will return the E&M to the providing Participant as specified in the PA or E&MTA.

8.10. The Participants will ensure, by all reasonable means, the protection of Intellectual Property in E&M and any associated documentation.
8.11. Any E&M transferred under this TTCP II MOU will remain the property of the providing Participant.

**Jointly Acquired or Produced E&M:**

8.12. Each Contributing Participant waives all claims against the other Contributing Participant(s) for damage to, or loss of, jointly acquired or produced E&M arising from the performance of official duties. However, if the Contributing Participants mutually decide to repair damaged jointly acquired or produced E&M in order to complete a PA, the cost of such repair will be shared in the same ratio as Financial and Non-financial Costs are shared in the PA under which it is acquired or produced unless another ratio is mutually determined, in writing, to be equitable. In any case, if the Contributing Participants mutually determine that damage or loss is caused by reckless acts, reckless omission, willful misconduct, or gross negligence (which may or may not be a criminal standard of negligence) of a Contributing Participant, the costs of any claims, including the cost of repairs, will be borne by that Participant.

8.13. Any E&M that is jointly acquired or produced on behalf of the Contributing Participants for use under a PA will be disposed of during the PA, or when the PA expires or is terminated. Jointly acquired or produced E&M will remain the property of the Contributing Participants in the same ratio as Financial and Non-financial Costs are shared in the PA under which it is acquired or produced. The Contributing Participant who has custody of the jointly acquired or produced E&M will maintain such jointly acquired or produced E&M in good order and operable condition, normal wear and tear excepted, unless the Contributing Participants have mutually determined that it may be expended or otherwise consumed by that Contributing Participant in connection with this TTCP II MOU and applicable PA.

8.14. Mutually determined disposal of jointly acquired or produced E&M may include a transfer of the interest of one of the Contributing Participants in such E&M to another Contributing Participant, or the sale or transfer of such E&M to a Third Party or Non-Contributing Participant, in accordance with Section XIII (Third Party Sales and Transfers) of this TTCP II MOU. The Contributing Participants will share the consideration from jointly acquired or produced E&M transferred or sold to a Third Party or Non-Contributing Participant in the same ratio as the Financial and Non-financial Costs are shared under the PA under which the E&M was jointly acquired or produced.
SECTION IX
DISCLOSURE AND USE OF INFORMATION

General

9.1. The Participants recognize that successful collaboration depends on full and prompt exchange of Information necessary for carrying out this TTCP II MOU. The Participants intend to acquire sufficient Information and rights to use such Information to promote the objectives of this TTCP II MOU. The nature and amount of Information to be exchanged will be consistent with the provisions stated in Section II (Objectives) and Section III (Scope of Work) of this TTCP II MOU.

9.2. Transfer of Information will be consistent with the providing Participant’s applicable export control laws and regulations.

9.3. The following specific export control provisions will apply to the transfer of Information:

9.3.1. Unless otherwise restricted by duly authorized officials of the providing Participant at the time of transfer to another Participant, all export-controlled Information provided by one Participant to another Participant may be retransferred to the other Participant’s Contractors, subcontractors, Prospective Contractors, and prospective subcontractors, subject to the requirements of paragraphs 6.9., 6.10., and 6.11. of Section VI (Contracting Provisions) of this TTCP II MOU.

9.3.2. Export-controlled Information may be provided by Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of one Participant’s nation to the Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of another Participant’s nation pursuant to this TTCP II MOU, subject to the conditions established in licenses or other approvals issued by the Government of the provided Participant in accordance with its applicable export control laws and regulations.

9.3.3. If a Participant finds it necessary to exercise a restriction on the retransfer of export-controlled Information as set out in subparagraph 9.3.1. of this Section, it will promptly inform the other Participants. If a restriction is then exercised and the affected Participant objects, that Participant’s TTCP Executive Management Group representative will notify promptly the other Participant’s TTCP Executive Management Group representative and they will immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects.

9.3.4. Notwithstanding the provisions of this TTCP II MOU that relate to the protection of Information, particularly this Section, Section X (Controlled Unclassified Information), Section XII (Security), and Section XIII (Third Party Sales and Transfers), the specific export control provisions set out in Section VI (Contracting Provisions) and this Section will not apply to transfers of
Information among non-U.S. DoD Participants where such exchanges do not include U.S. export-controlled Information.

9.3.5. The Participants will use their best efforts to facilitate timely export authorizations related to the scope of work under this TTCP II MOU.

Information Exchanges

9.4. The disclosure and use provisions that govern the exchange of Information in accordance with subparagraphs 3.3.1. of Section III (Scope of Work) of this TTCP II MOU, are as follows:

9.4.1. Disclosure: The providing Participant will disclose Information relevant to a TTCP Activity, upon request, and without charge to one or more of the other Participants provided that:

9.4.1.1. Such Information is necessary to or useful in that TTCP Activity, with the providing Participant determining whether it is “necessary to” or “useful in” that TTCP Activity;

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

9.4.1.3. Disclosure is consistent with national disclosure policies and regulations of the providing Participant; and

9.4.1.4. Any disclosure or transfer of such Information to Contractors is in accordance with the providing Participant’s export control laws and regulations.

9.4.2. Use: Use of Information will be for information and evaluation purposes only. Receiving Participants will not disclose such Information to Contractors, Third Parties, or any other persons, other than to its Contractor Support Personnel (or as otherwise specified by the providing Participant), or use the Information in any other way without the specific prior written consent of the providing Participant.

Supporting Activities and Aligned Activities

9.5. Government Foreground Information (Information generated under supporting activities or an Aligned Activity, but not under a PA or E&MTA)

9.5.1. Disclosure: All Foreground Information generated by the Contributing Participants’ military or civilian employees as part of the TTCP Activity (hereinafter referred to as “Government Foreground Information”) will be disclosed promptly and without charge to the other Participants.
9.5.2. Use: Each Contributing Participant to a TTCP Activity may use or have used all such Government Foreground Information without charge for Defense Purposes. Unless otherwise authorized in writing by the Contributing Participants, Non-Contributing Participants may use such Government Foreground Information for information and evaluation purposes only. The Contributing Participant generating such Government Foreground Information will also retain all its rights of use thereto. Any sale or transfer to a Third Party will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this TTCP II MOU.

9.6. Government Background Information (Information disclosed under supporting activities or an Aligned Activity, but not under a PA or E&MTA)

9.6.1. Disclosure: Government Information generated by a Participant's military or civilian employees provided to a TTCP Activity (hereinafter referred to as “Government Background Information”) will be disclosed to one or more of the other Participants provided that:

9.6.1.1. Such Government Background Information is necessary to or useful in the TTCP Activity, with the Contributing Participant in possession of the Government Background Information determining whether it is “necessary to” or “useful in” the TTCP Activity;

9.6.1.2. The rights of holders of Intellectual Property of such Government Background Information are not infringed;

9.6.1.3. Disclosure of such Government Background Information is consistent with national disclosure policies and regulations of the providing Participant; and

9.6.1.4. Any disclosure or transfer of such Government Background Information to Contractors is consistent with the providing Participant's export control laws and regulations.

9.6.2. Use: Government Background Information provided by one Contributing Participant to another Contributing Participant may be used without charge by or for the receiving Contributing Participant for the relevant TTCP Activity purposes, unless otherwise authorized in writing by the providing Contributing Participant.

9.6.2.1. Subject to Intellectual Property rights held by entities other than the Contributing Participants and with the specific prior written consent of the providing Contributing Participant, such Government Background Information may also be used for Defense Purposes by the other Contributing Participants, without charge, when such Information is necessary for the use of Foreground Information.
9.6.2.2. The providing Contributing Participant, in consultation with the other Contributing Participants, will determine whether such Government Background Information is necessary for the use of Foreground Information.

9.6.2.3. The providing Contributing Participant will retain all its rights with respect to such Government Background Information.

E&MTAs

9.7. The following provisions will apply to E&MTAs:

9.7.1. Under each E&MTA, the Contributing Participant transferring E&M to the receiving Contributing Participant will provide, without charge, to the receiving Contributing Participant such operation and maintenance Information as is necessary to conduct the testing and evaluation of the E&M. The receiving Contributing Participant may use the Information only for the operation and maintenance of the transferred E&M, unless otherwise provided in the E&MTA.

9.7.2. Under each E&MTA, the Contributing Participant receiving the transferred E&M from the other Contributing Participant will provide, without charge, a report concerning the testing and evaluation of the E&M to the other Contributing Participant, which may use, or have used, the report, for Defense Purposes. The Contributing Participant receiving the transferred E&M may use, or have used, the report and other Information generated in the testing and evaluation of the E&M for Defense Purposes. When authorized in the E&MTA, Non-Contributing Participants may use the report for information and evaluation purposes only.

PAs


9.8.1. Disclosure: All Project Foreground Information generated by the Contributing Participants’ military or civilian employees as part of a PA (hereinafter referred to as “Government Project Foreground Information”) will be disclosed promptly and without charge to the other Contributing Participants.

9.8.2. Use: Each Contributing Participant to a PA may use or have used all Government Project Foreground Information without charge for Defense Purposes. When authorized in writing by the Contributing Participants, Non-Contributing Participants may use the Government Project Foreground Information for information and evaluation purposes only. The Contributing Participant generating Government Project Foreground Information will also retain all its rights of use thereto. Any sale or transfer to a Third Party will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this TTCP II MOU.
9.9. Government Project Background Information (Information disclosed, but not generated, in the performance of a PA)

9.9.1. Disclosure: A Contributing Participant, upon request, will disclose promptly and without charge to the other Contributing Participants any relevant Project Background Information generated by its military or civilian employees (hereinafter referred to as “Government Project Background Information”), provided that:

9.9.1.1. Such Government Project Background Information is necessary to or useful in the Project, with the Contributing Participant in possession of the Information determining whether it is “necessary to” or “useful in” the Project;

9.9.1.2. The rights of holders of Intellectual Property are not infringed;

9.9.1.3. Disclosure of such Government Project Background Information is consistent with national disclosure laws, regulations, and policies of the providing Contributing Participant; and

9.9.1.4. Any disclosure or transfer of such Government Project Background Information to Contractors is consistent with the providing Participant's export control laws and regulations.

9.9.2. Use: Government Project Background Information provided by one Contributing Participant to the requesting Contributing Participant may be used without charge by or for the requesting Contributing Participant for Project purposes.

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

9.9.2.2. The providing Contributing Participant, in consultation with the other Contributing Participants, will determine whether such Government Project Background Information is necessary for the use of Project Foreground Information.

9.9.2.3. The providing Contributing Participant will retain all its rights with respect to such Government Project Background Information.

9.10. Contractor Project Foreground Information
9.10.1. Disclosure: Project Foreground Information generated and delivered by Contractors pursuant to a PA (hereinafter referred to as “Contractor Project Foreground Information”) will be disclosed promptly and without charge to the Contributing Participants.

9.10.2. Use: Contributing Participants may use or have used without charge for Defense Purposes all such Contractor Project Foreground Information generated and delivered by Contractors of the Contributing Participants. When authorized in writing by the Contributing Participants, subject to any restrictions by holders of Intellectual Property rights, Non-Contributing Participants may use such Contractor Project Foreground Information for information and evaluation purposes only. The Contributing Participant whose Contractors generate and deliver such Contractor Project Foreground Information will also retain all its rights of use thereto in accordance with the applicable Contracts. Any sale or other transfer to a Third Party of such Contractor Project Foreground Information will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this TTCP II MOU.

9.11. Contractor Project Background Information

9.11.1. Disclosure: A Contracting Participant will make available to the other Contributing Participants promptly and without charge all Project Background Information generated by Contractors (hereinafter referred to as “Contractor Project Background Information”) that is delivered under Contracts awarded pursuant to a PA in accordance with this TTCP II MOU. Any other Project Background Information that is generated by Contractors and that is in the possession of one Contributing Participant will be made available promptly and without charge to the other Contributing Participants, upon request, provided the following conditions are met:

9.11.1.1. Such Contractor Project Background Information is necessary to or useful in the Project, with the Contributing Participant in possession of the Information determining, after consultation with the requesting Contributing Participant, whether it is “necessary to” or “useful in” the Project;

9.11.1.2. The rights of holders of Intellectual Property are not infringed;

9.11.1.3. Disclosure of such Contractor Project Background Information is consistent with national disclosure policies and regulations of the providing Contributing Participant; and

9.11.1.4. Any disclosure or transfer of such Contractor Project Background Information to Contractors is consistent with the providing Contributing Participant’s export control laws and regulations.

9.11.2. Use:
9.11.2.1  All Contractor Project Background Information delivered by Contractors under Contracts awarded in accordance with this TTCP II MOU may be used by or for the receiving Contributing Participants, without charge, for Project purposes, subject to any restrictions by holders of Intellectual Property rights other than the Contributing Participants. Also, when necessary for the use of Project Foreground Information, such Contractor Project Background Information may be used with the Project Foreground Information by the Contributing Participants for Defense Purposes, subject to the terms of the Contract.

9.11.2.2. Any other Contractor Project Background Information provided by one Participant’s Contractors and disclosed to a requesting Participant may be used without charge by the requesting Participant for Project purposes, subject to any restrictions by holders of Intellectual Property rights other than the Contributing Participants. Also, when necessary for the use of Project Foreground Information, such other Contractor Project Background Information may be used by the requesting Contributing Participants for Defense Purposes, subject to such fair and reasonable terms as may be necessary to be arranged with the Contractor. The providing Contributing Participant, in consultation with the requesting Contributing Participants, will determine whether such other Contractor Project Background Information is necessary for the use of Project Foreground Information. The providing Contributing Participant will retain all its rights with respect to Contractor Project Background Information.

**Third Entity**

9.12  Third Entity Information

9.12.1  Disclosure: Participants will use their best efforts to ensure that Information provided by Third Entities for the purposes of paragraphs 3.5. and 3.6. of Section III (Scope of Work) of this TTCP II MOU may be disclosed to the Participants without charge. The Participants will maintain in confidence all Information disclosed or provided by a Third Entity in the conduct of TTCP Activities in accordance with Section X (Controlled Unclassified Information) or Section XII (Security). All Third Entity Information will be clearly identified and marked with appropriate disclosure and use restrictions. Participants will ensure that any disclosure of Participant Information to a Non-Governmental Third Entity is pursuant to a legally binding instrument in accordance with paragraph 3.6. of Section III (Scope of Work) of this TTCP II MOU.

9.12.2  Use: Prior written permission of the providing Third Entity is required for any use of Information for any purpose other than for those purposes the Information was originally provided. Third Entities may use Information provided by the Participants for information and evaluation purposes only.
Third Party

9.13 Third Party Information

9.13.1. Any Information provided by the Participants to a Third Party under paragraph 3.7. of Section III (Scope of Work) of this TTCP II MOU will be for information and evaluation purposes only.

9.13.2. The Participants will use any Information provided by a Third Party in accordance with the terms and conditions that Information was provided.

Alternative Uses of Information


9.14.1. Any Background Information provided by one Participant will be used by the other Participants only for the purposes set out in this TTCP II MOU, unless otherwise consented to in writing by the providing Participant. Such written consent may be incorporated in the applicable PA or E&MTA.

9.14.2. The prior written consent of each Contributing Participant will be required for use of Foreground Information for purposes other than those provided for in this TTCP II MOU. Such written consent may be incorporated in the applicable PA or E&MTA.

Proprietary Information and Document Marking

9.15. Proprietary Information and Document Marking

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

9.15.2. A Project Plan, or TTCP PSI supplement, if appropriate, will contain such provisions as are necessary to ensure the protected communication of Information that is subject to Intellectual Property rights.

9.15.3. Information provided or generated under this TTCP II MOU will be marked to identify that it was provided or generated under this TTCP II MOU as Background Information or Foreground Information, as applicable, and also to identify the owner of the Information and under which TTCP Activity the Information was provided or generated.

Inventions and Patents

9.16. Inventions and Patents
Each Contributing Participant will include in all its Contracts for PAs a provision governing the disposition of rights in regard to Inventions and Patent rights relating thereto that either:

9.16.1.1. Provides that the Contributing Participant will hold title to all such Inventions together with the right to make Patent applications for the same, free of encumbrance from the Contractor concerned; or

9.16.1.2. Provides that the Contractor will hold title (or may elect to retain title) for such Inventions together with the right to make Patent applications for the same, while securing for the Contributing Participants a license for the Inventions, and any Patents thereto, on terms in compliance with the provisions of subparagraph 9.16.2. of this Section.

9.16.2. In the event that a Contractor owns title (or elects to retain title) to any Invention, the Contracting Participant will secure for the other Contributing Participants non-exclusive, irrevocable, royalty-free licenses under all Patents secured for that invention, to practice or have practiced the patented Invention throughout the world for Defense Purposes.

9.16.3. The provisions of subparagraphs 9.16.4. through 9.16.7. of this Section will apply in regard to Patent rights for all Inventions made by the Contributing Participants’ military or civilian employees, including those within government-owned facilities, and for all Inventions made by Contractors for which the Contracting Participant holds title or is entitled to acquire title.

9.16.4. When a Contributing Participant has secured or can secure the right to file a Patent application with regard to an Invention, that Participant will consult with the other Contributing Participants regarding the filing of such Patent application. The Contributing Participant that has or receives title to such Invention will, in other countries, file, cause to be filed, or provide the other Contributing Participants with the opportunity to file on behalf of the Participant holding title, Patent applications covering that Invention. A Contributing Participant will immediately notify the other Contributing Participants that a Patent application has been filed. If a Contributing Participant, 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 Contributing Participant will notify the other Contributing Participants of that decision and permit the other Contributing Participants to continue the prosecution or maintain the Patent as the case may be.

9.16.5. Each Contributing Participant will be provided with copies of Patent applications filed and Patents granted with regard to Inventions.

9.16.6. Each Contributing Participant will grant to the other Contributing Participants a non-exclusive, irrevocable, royalty-free license under its Patents for Inventions,
to practice or have practiced the Invention throughout the world for Defense Purposes.

9.16.7. Patent applications to be filed, or assertions of other Intellectual Property rights, under this TTCP II MOU that contain Classified Information will be protected and safeguarded in a manner no less stringent than the requirements set forth in the applicable international agreements and arrangements between the Contributing Participants and the Contributing Participants’ laws and regulations.

9.17. Each Participant will notify the other Participants of any Intellectual Property infringement claims brought against that Participant arising in the course of work performed under any TTCP Activity on behalf of the other Participants. Insofar as possible, all other Participants will provide Information available to them that may assist in defending such claims. Each Participant will be responsible for handling such Intellectual Property infringement claims brought against it, and will consult with the other applicable Participants during the handling, and prior to any settlement, of such claims. Where there is a PA, the Contributing Participants will share the Costs of resolving such Intellectual Property infringement claims in proportion to their Financial and Non-financial Costs for that work specified in the PA. For all other TTCP Activities, the Participants will mutually determine how to share the costs of resolving Intellectual Property infringement claims, in writing, to be equitable at the time the infringement claim is resolved.

9.18. The Contributing Participants will, as permitted by their national laws, regulations, and policies, give their authorization and consent for all use and manufacture of Intellectual Property provided in the course of work performed under a Project.

Public Release

9.19. In accordance with paragraph 9.14. of this Section, the Contributing Participants to a TTCP Activity may mutually determine that selected Background or Foreground Information is suitable for public release in accordance with their respective national procedures. A record of each determination (describing the Information and indicating the Contributing Participants involved) will be provided to the TTCP Executive Management Group. Such selected Foreground Information that has been released into the public domain will no longer be subject to any restrictions regarding transfer or use.
SECTION X

CONTROLLED UNCLASSIFIED INFORMATION

10.1. Except as otherwise provided in this TTCP II MOU or as authorized in writing by the originating Participant, CUI provided or generated pursuant to this TTCP II MOU and any of its TTCP Activities will be controlled as follows:

10.1.1. Such Information will be used only for the purposes authorized according to Section IX (Disclosure and Use of Information) of this TTCP II MOU;

10.1.2. Access to such Information will be limited to personnel whose access is necessary for the permitted use under subparagraph 10.1.1. of this Section, and will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this TTCP II MOU; and

10.1.3. Each Participant will take all appropriate lawful steps available to it to keep such Information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 10.1.2. of this Section, unless the originating Participant 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 or legal requirement, immediate notification will be given to the originating Participant.

10.2. To assist in providing the appropriate controls, the originating Participant will ensure that CUI is appropriately marked to ensure its “in confidence” nature. The Participants’ export-controlled Information will be marked in accordance with the applicable Participant’s export control markings as documented in the TTCP PSI and its supplements or Project Plan, as applicable. The Participants will also decide, in advance and in writing, on the markings to be placed on any other types of CUI and describe such markings in the TTCP PSI and its supplements or Project Plan, as applicable.

10.3. CUI provided or generated pursuant to this TTCP II MOU or any of its TTCP Activities will be handled in a manner that ensures control as provided for in paragraph 10.1. of this Section.

10.4. Prior to authorizing the release of CUI to Contractors, the Participants will ensure the Contractors are legally bound to control such Information in accordance with the provisions of this Section.
SECTION XI

VISITS TO ESTABLISHMENTS

11.1. Each Participant will permit visits to its Government establishments, agencies and laboratories, and Contractor facilities by employees of the other Participants or by employees of the other Participants’ Contractors, provided that the visit is authorized by the Participants and the employees of both have the necessary and appropriate security clearances and a need-to-know.

11.2. All visiting personnel will be required to comply with security regulations of the hosting Participant. Any Information disclosed or made available to visiting personnel will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this TTCP II MOU.

11.3. Requests for visits by personnel of a Participant to a facility of another Participant will be coordinated through official channels, and will conform to the established visit procedures of the hosting Participant. Requests for visits will bear the name of this TTCP II MOU and the name of the applicable, or proposed, TTCP Activity.

11.4. Lists of personnel of each Participant required to visit, on a continuing basis, facilities of another Participant, will be submitted through official channels in accordance with recurring international visit procedures.
SECTION XII

SECURITY

12.1. All Classified Information or Equipment and Material (CIE&M) provided or generated pursuant to this TTCP II MOU will be used, stored, handled, transmitted, safeguarded, and disposed of in accordance with applicable international agreements and arrangements between the Participants and the Participants’ national security laws, regulations, and policies.

12.2. CIE&M will be transferred only through official government-to-government channels or through channels approved by the Designated Security Authority (DSA) of the Participants. Such CIE&M will bear the level of classification and denote the country of origin, the provisions of release, and the fact that the Information relates to this TTCP II MOU and the applicable TTCP Activity.

12.3. Each Participant will take all appropriate lawful steps available to it to ensure that CIE&M provided or generated pursuant to this TTCP II MOU is protected from further disclosure, except as permitted by this Section, unless the other Participant consents to such disclosure. Accordingly, each Participant will ensure that the recipients:

12.3.1. Will not release the CIE&M 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 XIII (Third Party Sales and Transfers) of this TTCP II MOU;

12.3.2. Will not use the CIE&M for other than the purposes provided for in this TTCP II MOU and the TTCP Activity under which the CIE&M was provided or generated; and

12.3.3. Will comply with any distribution and access restrictions on CIE&M that are provided under this TTCP II MOU and the TTCP Activity under which the CIE&M was provided or generated.

12.4. The Participants will investigate all cases in which it is known or when there are grounds for suspecting that CIE&M provided or generated pursuant to this TTCP II MOU or any TTCP Activities has been lost or disclosed to unauthorized persons. Each Participant also will promptly and fully inform the other Participants of the details of any such occurrence, and of the final results of the investigation and of the corrective action taken to preclude recurrence.

12.5. The Participants will prepare an overarching TTCP PSI for all cooperation under this TTCP II MOU. The TTCP PSI will be forwarded to the Participants’ DSAs for approval. The TTCP PSI will describe the methods by which Information will be classified, marked, used, transmitted, safeguarded, and disposed of, and will require that markings for all export-controlled Information also include the applicable export control markings identified in the TTCP PSI in accordance with paragraph 10.2. of Section X (Controlled Unclassified Information) of this TTCP II MOU.
12.6. PA POs and E&MTA POCs will prepare a TTCP PSI supplement and a CG for their respective PAs or E&MTAs that require the exchange of CIE&M or as otherwise necessary on a case-by-case basis. The TTCP PSI supplement and CG will be developed by the POs or POCs, as applicable, within three months after the PA or E&MTA enters into effect. The TTCP PSI supplement and CG will be reviewed by the TTCP Executive Management Group and then forwarded to the Participants’ DSAs for approval and will be applicable to all government and Contractor personnel participating in the PA or E&MTA. CGs will be subject to regular review and revision with the aim of downgrading the classification whenever this is appropriate. All TTCP PSI supplements and CGs will be approved by the appropriate DSAs prior to the transfer of any Classified Information or Controlled Unclassified Information.

12.7. The DSA of a Contributing Participant that awards a classified Contract will assume responsibility for administering within its territory security measures for the protection of the CIE&M, in accordance with its national laws, regulations, and policies. Prior to the release to a Contractor, Prospective Contractor, subcontractor, or prospective subcontractor of any CIE&M received for this TTCP II MOU, or any TTCP Activities, the DSAs or their designees will:

12.7.1. Ensure that such Contractor, Prospective Contractor, subcontractor, or prospective subcontractor (and their facilities) has the capability to protect the CIE&M adequately;

12.7.2. Grant a security clearance to the facilities, if appropriate;

12.7.3. Grant a security clearance for all personnel with duties that require access to CIE&M, if appropriate;

12.7.4. Ensure that all persons having access to the CIE&M are informed of their responsibilities to protect the CIE&M in accordance with national security laws, regulations, and policies and the provisions of this TTCP II MOU;

12.7.5. Carry out periodic security inspections of cleared facilities to ensure that the CIE&M is properly protected; and

12.7.6. Ensure that access to the CIE&M is limited to those persons who have a need-to-know for purposes of the TTCP II MOU or any TTCP Activities.

12.8. Contractors, Prospective Contractors, subcontractors, or prospective 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 CIE&M provided or generated pursuant to this TTCP II MOU only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party will not have access to CIE&M. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the providing Contributing Participant, or in the case of Information generated pursuant to this TTCP II MOU, the Contributing Participants, will be consulted for written approval prior to permitting such access.
12.9. For any facility in which CIE&M is to be used, the responsible Participant or Contractor will approve the appointment of an official or officials to exercise effectively the responsibilities for safeguarding at such facility the CIE&M pertaining to this TTCP II MOU or any TTCP Activity. These officials will be responsible for limiting access to CIE&M provided or generated pursuant to this TTCP II MOU or any TTCP Activities to those persons who have been properly approved for access and have a need-to-know.

12.10. Each Participant will ensure that access to CIE&M is limited to those persons who possess requisite security clearances and have a specific need for access to the CIE&M in order to participate in any TTCP Activity.

12.11. Information and/or E&M exchanged or generated under this TTCP II MOU may be classified as high as TOP SECRET, including sensitive compartmented, codeword, or caveated Information, subject to national approval.

12.12. The classification of the existence of any PA, E&MTA, or Subordinate Element TOR and its contents will be stated in that PA, E&MTA, or Subordinate Element TOR.

12.13. The existence of this TTCP II MOU is UNCLASSIFIED and its contents are UNCLASSIFIED.
SECTION XIII
THIRD PARTY SALES AND TRANSFERS

13.1. Except to the extent permitted in paragraph 13.2. of this Section, the Participants will not sell, transfer title to, disclose, or transfer possession of Foreground Information (or any item produced either wholly or in part from Foreground Information), or jointly acquired or produced E&M, to any Third Party without the prior written consent of the Governments of the Contributing Participants to the TTCP Activity under which that Foreground Information (or any item produced either wholly or in part from Foreground Information) or jointly acquired or produced E&M was acquired or produced. Furthermore, no Participant will permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of the Governments of the Contributing Participants to the TTCP Activity under which that Foreground Information (or any item produced either wholly or in part from Foreground Information) or jointly acquired or produced E&M was acquired or produced. Such consent will not be given unless the Government of the intended recipient consents in writing with the Contributing Participants that it will:

13.1.1. Not retransfer, or permit the further retransfer of, any E&M or Foreground Information provided; and

13.1.2. Use, or permit the use of, the E&M or Foreground Information provided only for the purposes specified by the Contributing Participants to that TTCP Activity.

13.2. Each Contributing Participant to a TTCP Activity will retain the right to sell, transfer title to, disclose, or transfer possession of E&M, Foreground Information, or any item produced wholly from Foreground Information:

13.2.1. That is generated solely by that Contributing Participant or that Contributing Participant’s Contractors in the performance of that Contributing Participant’s efforts in any TTCP Activity;

13.2.2. That does not include any Foreground Information or Background Information of another Participant; and

13.2.3. Whose generation, test, or evaluation has not relied on the use of E&M of another Participant.

13.3. In the event that questions arise as to whether the Foreground Information (or any item produced either wholly or in part from the Foreground Information) that a Participant intends to sell, transfer title to, disclose, or transfer possession of to a Third Party is within the scope of paragraph 13.2. of this Section, the matter will be brought to the immediate attention of the other Contributing Participants to the TTCP Activity. The Contributing Participants will resolve the matter prior to any sale or other transfer of such Foreground Information (or any item produced either wholly or in part from the Foreground Information) to a Third Party.
13.4. A Participant will not sell, transfer title to, disclose, or transfer possession, grant, donate, or transfer usage rights of E&M or Background Information provided by another Participant without the prior written consent of the Government of the Participant that provided such E&M or Background Information. The providing Participant’s Government will be solely responsible for authorizing such transfers and, as applicable, specifying the method and provisions for implementing such transfers.

13.5. Sales and other transfers of jointly acquired or produced E&M or Foreground Information generated in a TTCP Activity may attract a levy to be shared as mutually determined by the Contributing Participants. Prior to any such sales or transfers, the amounts of any levy and the procedure for assessing and distributing such levy will be mutually determined by the Contributing Participants consistent with the laws, regulations, and policies of each Contributing Participant. Any Contributing Participant may reduce or waive the assessment of its share of the levy.
SECTION XIV

CLAIMS

14.1. Claims arising out of, or in connection with, TTCP Activities undertaken in the performance of official duty in the execution of this TTCP II MOU, the following provisions will apply:

14.1.1. Claims against a Participant or its military or civilian personnel will be dealt with in accordance with applicable multilateral or bilateral agreements or arrangements of the Participants.

14.1.2. For those claims for which multilateral or bilateral agreements or arrangements do not apply and consistent with the national laws and regulations of the relevant Participants, the following will apply:

14.1.2.1. With the exception of the claims for loss of or damage to E&M, which are addressed in Section VIII (Equipment and Material) of this TTCP II MOU, each Participant waives all claims against the other Participants for injury to or death of its military or civilian personnel and for damage to or loss of its property (including its interest in jointly acquired or produced E&M) caused by such personnel or another Participant. However, if the Participants mutually determine that such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct, or gross negligence (which may or may not amount to a criminal standard of negligence) of a Participant’s military or civilian personnel, the costs of any claims will be borne by that Participant alone; and

14.1.2.2. Claims from any other persons (either individuals or entities) for injury, death, damage, or loss of any kind caused by one of the Participants’ military or civilian personnel will be processed by the most appropriate Participant, as mutually determined by the Participants. Where claims arise under a PA, any costs determined to be owed to the claimant will be borne by the Contributing Participants in the same ratios as their Financial and Non-financial Costs as specified in that PA. For claims arising from all other TTCP Activities, the Contributing Participants will mutually determine in writing how to equitably share the costs of those claims. However, if the Contributing Participants mutually determine that such injury, death, damage, or loss results from the reckless acts or reckless omissions, willful misconduct, or gross negligence (which may or may not amount to a criminal standard of negligence) of a Contributing Participant’s military or civilian personnel, the costs of any claims will be borne by that Participant alone.

14.2. For those claims related to activities undertaken in the execution of an E&MTA under this TTCP II MOU, for which any applicable multilateral or bilateral agreements or
arrangements of the Participants do not apply and consistent with the national laws and regulations of the relevant Participants, the following conditions will apply:

14.2.1. With the exception of claims for loss of or damage to E&M transferred under an E&MTA, which are addressed in Section VIII (Equipment and Material) of this TTCP II MOU, each Participant waives all claims against the other Participant for any injury to or death of its military or civilian personnel and for damage to or loss of its property that may arise out of the use of E&M.

14.2.2. Each Participant will not seek repayment from the other Participant for claims from any other persons for injury, death, damage, or loss of any kind that may arise out of the use of the E&M.

14.3. If a person or entity, other than the Participants’ military or civilian personnel, damages jointly acquired or produced E&M, and the cost of making good such damage is not recoverable from such person or entity, such cost will be borne by the Contributing Participants in the same ratios as their Financial and Non-financial Costs as specified in the relevant PA for the work for which the jointly acquired and produced Equipment and Material was obtained.

14.4. Claims arising under any Contract awarded pursuant to this TTCP II MOU will be resolved in accordance with the provisions of that Contract.

14.5. Employees and agents of Contractors are not considered civilian personnel of a Participant for the purposes of this Section.

14.6. The Participants acknowledge that the costs of claims under this TTCP II MOU may be over and above their share of the total Costs set out in a PA and will be shared on an equitable basis in accordance with this Section.
SECTION XV

CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

15.1. Customs duties, import and export taxes, and similar charges will be administered in accordance with each Participant’s respective laws and regulations. Insofar as existing national laws, regulations and policies permit, the Participants will endeavor to ensure that such readily identifiable customs duties, import and export taxes, and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out pursuant to any TTCP Activity under this TTCP II MOU.

15.2. Each Participant will 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 pursuant to any TTCP Activity under this TTCP II MOU. If any such customs duties, import and export taxes, or similar charges are levied, the Participant in whose country they are levied will bear such costs over and above that Participant’s shared Costs of the TTCP Activity conducted under this TTCP II MOU.

15.3. If, in order to comply with European Union (EU) regulations, it is necessary to levy duties, then these will be met by the EU member end recipient. To this end, E&M coming from outside the EU will proceed to its final destination accompanied by the relevant customs document enabling settlement of duties to take place. The duties will be paid by the EU member as an additional cost over and above that EU Participant’s shared Cost of the TTCP Activity.
SECTION XVI

SETTLEMENT OF DISPUTES

16.1. Disputes between or among the Participants arising under or relating to this TTCP II MOU, including any of its TTCP Activities, will be resolved only by consultation between or among the Participants in this TTCP II MOU or the relevant TTCP Activity, as applicable, and will not be referred to any national or international court or tribunal, or to any other person or entity for settlement.
SECTION XVII

COOPERATIVE PROGRAM PERSONNEL

17.1. This Section establishes the provisions that will govern the conduct of CPP assigned for work in accordance with Section III (Scope of Work) of this TTCP II MOU. The Parent Participant will assign military members or civilian employees at a facility of the Host Participant in accordance with this Section and Section IV (Management (Organization and Responsibility)) of this TTCP II MOU. CPP must be able to perform all the responsibilities assigned to them under this TTCP II MOU and the relevant PA, as applicable. Commencement of assignments will be subject to any requirements that may be imposed by the Host Participant or its Government regarding acceptance of CPP, such as, but not limited to, visas and visit request documentation. The applicable representatives of the TTCP Executive Management Group, on the recommendation of the applicable Subordinate Element leadership, or POs for PAs, will determine the length of tour for the positions at the time of initial assignment. Except for those circumstances described in paragraph 17.14. of this Section, a CPP assignment may be terminated upon ninety (90) days’ written notification of the terminating Participant to the other Participant. The Participants involved will consult upon such notification to ensure termination is conducted under the most reasonable, economical, and equitable terms.

17.1.1. U.S. DoD Participant personnel may be assigned as CPP only when such assignment is pursuant to a PA; CPP may not be assigned to U.S. DoD Participant facilities except when such assignment is pursuant to a PA.

17.2. CPP will be assigned to a facility of the Host Participant to work on a specific TTCP Activity and will report to a supervisor designated by the Host Participant. The Subordinate Element leadership, or POs for PAs, will be responsible for the creation of a document describing the duties of each CPP position in accordance with Annex E (Model Cooperative Program Personnel Position Description) to this TTCP II MOU. CPP will not act as liaison officers on behalf of the Parent Participant.

17.3. CPP will not be assigned to command or other positions that would require them to exercise responsibility that are reserved by law or regulation to an officer or employee of the Host Participant’s Government.

Security

17.4. The Subordinate Element leadership, in coordination with the facility of the Host Participant, or PA SC (or POs if no PA SC is established) for PAs, will establish the maximum level of security clearance required, if any, to permit CPP to have access to CIE&M and facilities in which CIE&M is used in accordance with the TTCP PSI, as well as for the TTCP PSI supplement and CG, as applicable. Access to CIE&M and such facilities will be consistent with, and limited by, Section II (Objectives) and Section III (Scope of Work) of this TTCP II MOU and the scope of the relevant TTCP Activity, and will be kept to the minimum required to accomplish the work assignments.
17.5. The Parent Participant will file visit requests through prescribed channels in compliance with the Host Participant’s procedures. As part of the visit request procedures, the Parent Participant will cause security assurances to be filed, through the Parent Participant’s Government embassy or High Commission located in the Host Participant’s country, specifying the security clearances for the CPP being assigned.

17.6. The Host Participant and Parent Participant will use their best efforts to ensure that CPP assigned to a Host Participant’s facility to conduct a TTCP Activity are aware of, and comply with, applicable laws and regulations, as well as the requirements of this TTCP II MOU, the TTCP PSI and its related supplement, CG, and Project Plan, as applicable. Prior to commencing assigned duties, CPP will sign a certification concerning the conditions and responsibilities of CPP, in accordance with Appendix 1 to Annex D (Certification of Cooperative Project Personnel (CPP) Conditions and Responsibilities) to this TTCP II MOU.

17.7. CPP will at all times be required to comply with the security and export control laws, regulations, policies, and procedures of the Host Participant Government. Any violation of security procedures by CPP during their assignment will be reported to the Parent Participant for appropriate action. CPP committing violations of security and export control laws, regulations, or procedures during their assignment may be withdrawn from the CPP assignment. The Parent Participant will consider, as appropriate, administrative or disciplinary action.

17.8. All CIE&M made available to CPP will be considered as CIE&M provided to the Parent Participant, and will be subject to all provisions and safeguards provided for in Section XII (Security) of this TTCP II MOU and the TTCP PSI, as well as the TTCP PSI supplement and CG, as applicable.

17.9. CPP will not have personal custody of CIE&M or CUI unless approved by the Host Participant and as authorized by their Parent Participant. They will be granted access to such Information, or E&M in accordance with Section X (Controlled Unclassified Information) and Section XII (Security) of this TTCP II MOU, the TTCP PSI, and the TTCP PSI supplement and CG, as applicable, during normal duty hours at the facility of the Host Participant and when access is necessary to perform work for the relevant TTCP Activity.

17.10. CPP assigned to a Host Participant’s facility to conduct a TTCP Activity will not serve as a conduit between the Host Participant and Parent Participant for requests and/or transmission of CIE&M or CUI outside the scope of their assignment, unless specifically authorized in writing by the Parent Participant and the Host Participant in the TTCP PSI or TTCP PSI supplement, as applicable.

**Administrative Matters**

17.11. Consistent with the Host Participant’s Government laws, regulations, and policies, and subject to applicable multilateral or bilateral agreements or arrangements, the following will apply:
17.11.1. CPP will be subject to the procedures and regulations of the Host Participant for personnel administration.

17.11.2. CPP will be subject to the same restrictions, conditions, and privileges as Host Participant personnel of comparable rank and in comparable assignments. When applicable under Host Participant laws, CPP and their dependents will be accorded:

17.11.2.1. Exemption from any Host Participant’s tax upon income received from the Parent Participant.

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

17.12. Upon arrival, CPP and their dependents will be provided briefings arranged by the establishment of the Host Participant about applicable laws, orders, regulations, policies, procedures, and customs and the need to comply with them. CPP and their dependents will also be provided briefings arranged by the facility of the Host Participant regarding (subject to the requirements of applicable laws, regulations, and policies, and any applicable multilateral and bilateral agreements and arrangements) entitlements, privileges, and obligations such as:

17.12.1. Any medical and dental care that may be provided to CPP and their dependents at Host Participant medical facilities, including reimbursement when required.

17.12.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and their dependents.

17.12.3. The Host Participant will provide, if available, housing and messing facilities for CPP and their dependents on the same basis and priority as for its own personnel. CPP, or their Parent Participant, will pay messing and housing charges to the same extent as Host Participant personnel. At locations where facilities are not provided by the Host Participant for its own personnel or facilities are not available, the Parent Participant will make suitable arrangements for its CPP.

17.12.4. The Host Participant will provide office space and administrative support to CPP in accordance with the Host Participant’s normal practice.

17.12.5. CPP and their accompanying dependents will have the responsibility to obtain motor vehicle liability insurance coverage in accordance with Host Participant’s laws and regulations, including those applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by CPP, the recourse will be against such insurance.
17.13. The establishment of the Host Participant or other facility to which CPP are assigned will, in consultation with CPP, establish standard operating procedures for CPP in the following areas:

17.13.1. Working hours, including holiday schedules.

17.13.2. Leave authorization, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Participant and Parent Participant.

17.13.3. Dress regulations, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Participant and Parent Participant.

17.13.4. Performance evaluations, recognizing that such evaluations will be rendered in accordance with the Parent Participant’s military or civilian personnel regulations and practices.

17.14. CPP will conform to Host Participant laws in accordance with applicable international agreements or arrangements. CPP committing an offense under the laws of the Government of the Host Participant or Parent Participant may be withdrawn from the CPP assignment. The Parent Participant will consider, as appropriate, further administrative or disciplinary actions. Disciplinary action, however, will not be taken by the Host Participant against CPP, nor will the CPP exercise disciplinary powers over the Host Participant’s personnel. In accordance with the Host Participant’s Government laws and regulations, the Host Participant will assist the Parent Participant in carrying out investigations of offenses involving CPP.

17.15. During their assignment, CPP will not be placed in the following duty status or environments unless it is consented to in writing by the Parent Participant:

17.15.1. Areas of political sensitivity where their presence may jeopardize the interests of either the Host Participant or Parent Participant, or where, in the normal course of their duty, they may become involved in activities that may embarrass either Participant.

17.15.2. Deployments in non-direct hostility situations, such as United Nations peacekeeping or multi-national operations, or in third countries.

17.15.3. Duty assignments in which direct hostilities are likely. Should an office or facility to which CPP are assigned become involved in hostilities unexpectedly, CPP assigned to that facility will not be involved in the hostilities. Any such CPP approved by Parent Participant for involvement in hostilities will be given specific guidance as to the conditions under which the assignment will be carried out by the appropriate authorities of the Host Participant and Parent Participant.

17.15.4. Other duty assignments as set out in applicable multilateral or bilateral agreements or arrangements.
17.16. The Participants recognize that military personnel and civilian employees of a Participant, assigned to duty by its Defense Department or Ministry for the purpose of working on this project, while present in the territory of the other Participant, will, to the extent that they are so qualified, be members of a “Force” and “civilian component”, respectively, within the meaning of the applicable multilateral or bilateral agreements with that Participant or applicable national legislation. Employees and agents of Contractors do not constitute a civilian component for the purposes of this paragraph.

17.17. The Participants whose countries are NATO member countries recognize the following:

17.17.1. Military and civilian employees of a Participant whose country is a NATO member country, assigned to duty with its Defense Department or Ministry for the purpose of working under this TTCP II MOU, while present in the territory of another Participant whose country is a NATO member country, will, to the extent that they are so qualified, be members of a “Force” and “civilian component” respectively within the meaning of Article I to the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, dated June 19, 1951 (NATO SOFA). Employees and agents of Contractors do not constitute a civilian component, and the NATO SOFA will not apply to them.
SECTION XVIII

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

18.1. All activities of the Participants under this TTCP II MOU will be carried out in accordance with their respective national laws, regulations, and policies, including their export control laws and regulations. The responsibilities of the Participants, with the exception of those responsibilities provided for in paragraph 18.7 of this Section, will be subject to the availability of funds for such purposes.

18.2. In the event of a conflict between the provisions of this TTCP II MOU and any PA, E&MTA, or Subordinate Element TOR, established under this TTCP II MOU, the provisions of this TTCP II MOU will prevail.

18.3. This TTCP II MOU, or any PA or E&MTA under this TTCP II MOU, may be amended by the mutual written consent of the Participants, or the Contributing Participants, as applicable. A Subordinate Element TOR under this TTCP II MOU may also be amended by the written approval of TTCP Steering Committee provided that any such amendment is consistent with the provisions of this TTCP II MOU.

18.4. This TTCP II MOU may only be terminated by the unanimous written consent of all of the Participants. Any PA or E&MTA under this TTCP II MOU may be terminated at any time by the unanimous written consent of the Contributing Participants in that TTCP Activity. Any Subordinate Element TOR may be terminated by the TTCP Steering Committee or TTCP Executive Management Group, as appropriate. In the event the Participants consent to terminate this TTCP II MOU, or any PA, E&MTA, Subordinate Element TOR, or CPP assignment under this TTCP II MOU, the Participants (or Contributing Participants, as applicable) will consult prior to the date of termination to ensure termination on the most economical and equitable terms. Termination of this TTCP II MOU will result in the termination of all TTCP Activities, including all PAs, E&MTAs, Subordinate Element TORs, and CPP assignments under this TTCP II MOU.

18.5. In the event of termination of this TTCP II MOU or any TTCP Activity under this TTCP II MOU, the following rules apply:

18.5.1. Each Participant will continue its participation, financial or otherwise, under this TTCP II MOU and any TTCP Activities in which it is participating, up to the effective date of termination of this TTCP II MOU or the relevant TTCP Activity;

18.5.2. Each Participant will be responsible for its own Costs associated with the termination of this TTCP II MOU, including a PA, E&MTA, or CPP assignment under this TTCP II MOU. Notwithstanding this, for Contracts awarded on behalf of the Contributing Participants to a PA, the Contributing Participants will share any Costs incurred by a Contracting Participant in terminating a Contract awarded on their behalf in the proportions of their Financial and Non-financial Cost contributions to the PA. Except for damages related to claims arising from
such termination, which are dealt with in accordance with Section XIV (Claims) of this TTCP II MOU, the Contributing Participants’ total Costs, including Contract termination Costs, will not exceed the Contributing Participants’ total Cost ceilings as established in the PA being terminated. Each Contributing Participant to such a PA will pay its equitable share of such Costs in advance of the time such payment, damages, or Costs are due;

18.5.3. All Information and rights therein received under this TTCP II MOU prior to termination of this TTCP II MOU will be retained by the Participants, subject to the provisions of this TTCP II MOU. All Information and rights therein received under a TTCP Activity under this TTCP II MOU, prior to termination of that TTCP Activity, will be retained by the Participants to that TTCP Activity, subject to the provisions of this TTCP II MOU and respective TTCP Activity;

18.5.4. Additional PA or E&MTA termination provisions consistent with this Section may be established in a PA or E&MTA under this TTCP II MOU; and

18.5.5. Each Contributing Participant will make available to other Contributing Participants all Foreground Information generated by that Contributing Participant and its Contractors prior to termination in accordance with Section IX (Disclosure and Use of Information) of this TTCP II MOU.

18.6. A Participant’s participation in this TTCP II MOU will cease upon one hundred and eighty (180) days written notification of its intent to withdraw to the other Participants. A Participant’s withdrawal from this TTCP II MOU constitutes its withdrawal from all TTCP Activities. Such notification will be the subject of immediate consultation among the Participants to decide upon the appropriate course of action. A Contributing Participant’s participation in a PA, E&MTA, or CPP assignment will cease upon ninety (90) days written notice of withdrawal to the other PA, E&MTA, or CPP assignment Contributing Participants. Participants may withdraw from a TTCP Subordinate Element at any time. In the event of such withdrawal from the TTCP II MOU or from a TTCP Activity, the following will apply:

18.6.1. Except as to Contracts awarded on behalf of the Contributing Participants to a PA, a withdrawing Participant will be responsible for its own costs associated with its withdrawal from this TTCP II MOU or a TTCP Activity. For Contracts awarded on behalf of the Contributing Participants, the withdrawing Participant will pay all Contract modification or termination costs that would not otherwise have been incurred but for the decision to withdraw.

18.6.2. Notwithstanding the provisions of subparagraph 18.6.1. of this Section, except for damages related to claims arising from such termination, which are dealt with in accordance with Section XIV (Claims) of this TTCP II MOU, the withdrawing Contributing Participants’ total Financial Cost contribution, including Contract termination or modification costs, will not exceed the withdrawing Contributing Participants’ total Cost ceilings as established in the PA from which it is withdrawing. The remaining Contributing Participants will immediately consult with a view to amending the PA and continuing any Contracts. Each remaining
Contributing Participant to that PA will pay its equitable share of any additional costs beyond those of the withdrawing Participant’s total Cost ceiling in the proportions of their Financial and Non-financial Cost contributions to the PA. Each Contributing Participant to that PA will pay its equitable share of such costs in advance of the time such payments, damages or costs are due.

18.6.3. A Participant withdrawing from this TTCP II MOU or a TTCP Activity will continue participation, financial or otherwise, up to the effective date of withdrawal;

18.6.4. The remaining Participants will decide whether they will continue to execute this TTCP II MOU or any TTCP Activities in which they are a Contributing Participant on the basis of the reduced participation or will terminate this TTCP II MOU or its TTCP Activities. To facilitate such continuation of either this TTCP II MOU or any TTCP Activity on the basis of reduced participation, an amendment to this TTCP II MOU and/or an amendment to the TTCP Activity will be concluded;

18.6.5. All Information and rights therein received under the provisions of any TTCP Activity prior to withdrawal will be retained by the Participants in that TTCP Activity, subject to the provisions of this TTCP II MOU and the relevant TTCP Activity; and

18.6.6. Each Participant in a TTCP Activity will make available to the other Participants in that TTCP Activity all Foreground Information generated by that Participant and its Contractors prior to withdrawal.

18.7. The respective rights and responsibilities of the Participants regarding Section VIII (Equipment and Material), Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security), Section XIII (Third Party Sales and Transfers), Section XIV (Claims), Section XVI (Settlement of Disputes), and this Section of this TTCP II MOU will continue to apply notwithstanding withdrawal from this TTCP II MOU or any TTCP Activity or termination or expiration of this TTCP II MOU or any TTCP Activity.

18.8. Notwithstanding withdrawal from, expiration of, or termination of this TTCP II MOU or any relevant PA, E&MTA, or CPP assignment the Participants will remain responsible for any expense previously incurred, or entitled to any payments outstanding, up to the point of withdrawal from, expiration of, or termination of this TTCP II MOU or any relevant PA, E&MTA, or CPP assignment, until such time as such payments are settled.

18.9. This TTCP II MOU, which consists of an Introduction, eighteen (18) Sections, and four (4) Annexes, will enter into effect upon signature by all Participants and will remain in effect for twenty-five (25) years unless terminated by the Participants. This TTCP II MOU may be extended through amendment in accordance with paragraph 18.3. of this Section.

18.10. This TTCP II MOU supersedes the 1995 TTCP MOU, as amended, which will only continue to be used for TTCP Activities as follows:
18.10.1. PAs, E&MT arrangements, and CPP assignments that were entered into under the 1995 TTCP MOU, as amended, and that have not expired prior to entry into effect of this TTCP II MOU will remain in effect for their respective durations as they were established under the 1995 TTCP MOU, as amended.

18.10.2. Any references in other TTCP administrative documents among the Participants to the 1995 TTCP MOU, as amended, will be construed as referring to this TTCP II MOU.
The foregoing TTCP II MOU represents the understandings reached 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 Department of Defense of the United States of America, upon the matters referred to herein.

This TTCP II MOU signed, in five copies, in the English language.

FOR THE DEPARTMENT OF DEFENCE OF AUSTRALIA

Signature

Alex Zeilinsky

Name

Chief Defence Scientist / Head OST Group

Title

April 10, 2018

Date

Washington, DC

Location
The foregoing TTCP II MOU represents the understandings reached 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 Department of Defense of the United States of America, upon the matters referred to herein.

This TTCP II MOU signed, in five copies, in the English language.

FOR THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

[Signature]

Isabelle Desmartis

Name

AOM (SiT)

Title

April 10, 2018

Date

Washington, DC

Location
The foregoing TTCP II MOU represents the understandings reached 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 Department of Defense of the United States of America, upon the matters referred to herein.

This TTCP II MOU signed, in five copies, in the English language.

FOR THE NEW ZEALAND DEFENCE FORCE

Signature

Brian Young

Name

Director, DTA

Title

18 April 2018

Date

Devonport Naval Base, Auckland

Location
The foregoing TTCP II MOU represents the understandings reached 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 Department of Defense of the United States of America, upon the matters referred to herein.

This TTCP II MOU signed, in five copies, in the English language.

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

Signature

Hugh Dunnett-White

Name

MOD Chief Scientific Adviser

Title

13/04/18

Date

MOD, WHITEHALL

Location
The foregoing TTCP II MOU represents the understandings reached 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 Department of Defense of the United States of America, upon the matters referred to herein.

This TTCP II MOU signed, in five copies, in the English language.

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

[Signature]
Mary N. Miller

Name
Mary Miller

Title
Acting Assistant Secretary of Defense for Research and Engineering

Date
April 10, 2018

Location
Washington, DC
ANNEX A-

MODEL

PROJECT ARRANGEMENT
(No. XX-XX-YYYY-Num*)

BETWEEN (or AMONG)

(Delete Non-Contributing Participants)

THE DEPARTMENT OF DEFENCE OF AUSTRALIA

AND

THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

AND

THE NEW ZEALAND DEFENCE FORCE

AND

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

AND

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

CONCERNING

(FULL NAME OF PROJECT)

(SHORT TITLE: OF PROJECT)

* Where XX = two letter code for names of Contributing Participants; YYYY = projected year of entry into effect; and Num is a sequential number.
<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>I</td>
</tr>
<tr>
<td>I DEFINITIONS <em>(optional)</em></td>
<td>II</td>
</tr>
<tr>
<td>II OBJECTIVES</td>
<td>III</td>
</tr>
<tr>
<td>III SCOPE OF WORK</td>
<td>IV</td>
</tr>
<tr>
<td>IV SHARING OF TASKS</td>
<td>V</td>
</tr>
<tr>
<td>V MANAGEMENT</td>
<td>VI</td>
</tr>
<tr>
<td>VI FINANCIAL PROVISIONS</td>
<td>VII</td>
</tr>
<tr>
<td>VII CONTRACTING PROVISIONS <em>(optional)</em></td>
<td>VIII</td>
</tr>
<tr>
<td>VIII LEVEL OF CLASSIFICATION</td>
<td>IX</td>
</tr>
<tr>
<td>IX PRINCIPAL ORGANIZATIONS INVOLVED</td>
<td>X</td>
</tr>
<tr>
<td>X EQUIPMENT AND MATERIAL TRANSFER <em>(optional)</em></td>
<td>XI</td>
</tr>
<tr>
<td>XI SPECIAL PROVISIONS</td>
<td>XII</td>
</tr>
<tr>
<td>XII AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION</td>
<td></td>
</tr>
</tbody>
</table>
Drafting Guidance: In accordance with subparagraph 3.3.4.1. of Section III (Scope of Work) of the TTCP II MOU, this document is to be used as a template and may be adopted on a case-by-case basis where appropriate, consistent with the TTCP II MOU, and as mutually determined between (or among) the Contributing Participants.

INTRODUCTION

This Project Arrangement (PA) is entered into pursuant to the Memorandum of Understanding (MOU) Among the Department of Defence of Australia (ADOD), the Department of National Defence of Canada (CA DND), the New Zealand Defence Force (NZDF), the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (UK MOD), and the Department of Defense of the United States of America (U.S. DoD) Concerning The Technical Cooperation Program (the TTCP II MOU), which entered into effect on ______ (insert effective date of the TTCP II MOU), and remains in effect through __________, the provisions of which are hereby incorporated by reference.

The Contributing Participants of this PA are: (list Contributing Participants, e.g., ADOD, UK MOD). The Non-Contributing Participants of this PA are: (list Non-Contributing Participants, e.g., ADOD, UK MOD).

SECTION I

DEFINITIONS

Drafting guidance: Include only those definitions pertinent to this PA that have not been defined in the TTCP II MOU. Whether or not they are included in this Section, all abbreviations and acronyms must be noted after first use within the body of this PA.

SECTION II

OBJECTIVES

2.1. The objectives of this PA are:

2.1.1. To determine the ________________________________;

2.1.2. To evaluate the ________________________________; and

2.1.3. To accomplish/improve ____________________.

SECTION III

SCOPE OF WORK
3.1. The following work will be performed under this PA:

3.1.1. Develop ________________________________;

3.1.2. Evaluate ________________________________; and

3.1.3. Design, fabricate, and test ________________________________.

SECTION IV

SHARING OF TASKS

4.1. The sharing of tasks under this PA will be as follows:

4.1.1. The ADOD will: ________________________________.

4.1.2. The CA DND will: ________________________________.

4.1.3. The NZDF will: ________________________________.

4.1.4. The UK MOD will: ________________________________.

4.1.5. The U.S. DoD will: ________________________________.

4.1.6. The ADOD, the CA DND, the NZDF, the UK MOD, and the U.S. DoD will jointly: ________________________________.

4.1.6.x. Prepare a final report to be transmitted through the Subordinate Element leadership to the TTCP Steering Committee no later than six months prior to the expiration of this PA.

4.1.7. (Continue numbering and tasking as necessary. Remove all Non-Contributing Participants.)

4.2. Breakdown of schedule (optional):

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

SECTION V

MANAGEMENT
Drafting guidance: Identify the Contributing Participants’ Project Arrangement Steering Committee (PA SC) member. Delete Participants that are not applicable. Note: If it is intended that any Contributing Participant will contract on behalf of one or more other Contributing Participants, a PA SC must be established. For PAs in which a SC is not considered necessary, remove reference to SC and continue on with POs as paragraph 5.1. and renumber remaining paragraphs as appropriate.

5.1. The PA Steering Committee (PA SC) members are (if necessary):

<table>
<thead>
<tr>
<th>Organization</th>
<th>Title/Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADOD PA SC member</td>
<td></td>
</tr>
<tr>
<td>CA DND PA SC member</td>
<td></td>
</tr>
<tr>
<td>NZDF PA SC member</td>
<td></td>
</tr>
<tr>
<td>UK MOD PA SC member</td>
<td></td>
</tr>
<tr>
<td>U.S. DoD PA SC member</td>
<td></td>
</tr>
</tbody>
</table>

Drafting guidance: Identify the Contributing Participants’ Project Officers. Delete Participants that are not applicable.

5.2. The Project Officers (POs) are:

<table>
<thead>
<tr>
<th>Organization</th>
<th>Title/Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADOD PO</td>
<td></td>
</tr>
<tr>
<td>CA DND PO</td>
<td></td>
</tr>
</tbody>
</table>
5.3. Project offices will be established in __________ (name of ADOD location if applicable), in __________ (name of CA DND location if applicable), in __________ (name of NZDF location if applicable), in __________ (name of UK MOD location if applicable), and in __________ (name of U.S. DoD location if applicable).

5.4. The POs, and PA SC if one is established, will be responsible for management of those tasks listed as national responsibilities in Section IV (Sharing of Tasks) of this PA.

5.5. Particular Management Procedures:

*Drafting guidance: Mention only those additional management responsibilities not covered under Section IV (Management (Organization and Responsibility)) of the TTCP II MOU.*

*For PAs that involve one Contributing Participant Contracting on behalf of one or more Contributing Participants, a PA SC must be established.*

*Optional paragraph; use when CPP are to be assigned:

5.6. Contributing Participants will assign Cooperative Program Personnel (CPP) to another Contributing Participant’s facility to assist in administering this PA in accordance with Section V (Financial Provisions), Section XVII (Cooperative Program Personnel), Annex D (Cooperative Program Personnel (CPP) Position Description), and Appendix 1 to Annex D (Certification of Cooperative Program Personnel (CPP) Conditions and Responsibilities) to the TTCP II MOU.
SECTION VI
FINANCIAL PROVISIONS

6.1. Cooperative efforts of the Contributing Participants over and above the mutually-determined tasks set out in this Section, Section III (Scope of Work), Section IV (Sharing of Tasks), and Section VII (Contracting Provisions) of this PA will be subject to amendment to this PA or signature of a new PA.

Drafting guidance: If a PA will involve the assignment of Cooperative Program Personnel (CPP), the PA will include a provision that refers to paragraph 5.5. of Section V (Financial Provisions) of the TTCP II MOU, identifies which Contributing Participants are sending or hosting CPP, and specifies the number of CPP to be assigned. The PA will also set out the responsibilities of the Contributing Participants for Costs and support of CPP, not already expressed in the TTCP II MOU and Annex B (Model Equipment and Material Transfer Arrangement (E&MTA), such as responsibilities for the Costs of working accommodation, duty travel and duty training. Such Costs may be managed through a Financial Management Procedures Document (FMPD).

Alternative 1

Drafting guidance for Alternative 1: If a PA will not involve a Contributing Participant Contracting for one or more other Contributing Participants, and no funds will be exchanged between or among the Contributing Participants, use the following format for the financial arrangements. Both Financial and Non-financial Costs should be included in the total Costs.

6.2. This PA will not involve the transfer of funds between or among the Contributing Participants or Contracting by one Contributing Participant for the other Contributing Participants. The Contributing Participants' total Costs for this Project will be:

6.2.1. The ADOD tasks will not cost more than _____ AS dollars.

6.2.2. The CA DND tasks will not cost more than _____ CA dollars.

6.2.3. The NZDF tasks will not cost more than ______ NZ dollars.

6.2.4. The UK MOD tasks will not cost more than ______ UK pounds sterling.

6.2.5. The U.S. DoD tasks will not cost more than ______ U.S. dollars.

6.3. The above sharing of Costs is equitable with respect to the resultant benefits gained by each Contributing Participant in accordance with subparagraph 5.3.1. of Section V (Financial Provisions) of the TTCP II MOU.
Alternative 2:

**Drafting guidance for Alternative 2:** If a PA will involve one Contributing Participant Contracting for another Contributing Participant, or the Contributing Participants will exchange funds between or among them, use the following format for the financial arrangements.

6.2. This PA will involve the transfer of funds between the Contributing Participants. [or] This PA will involve the transfer of funds between the Contributing Participants and Contracting by one Contributing Participant for one or more of the other Contributing Participants. In no event will the Contributing Participants’ Cost ceilings identified in paragraph 6.2. of this PA be exceeded without the prior written consent of the Contributing Participants. If there is reason to believe that any Cost ceiling will be exceeded, the Contributing Participants will immediately consult and mutually determine new Cost ceilings, including support documentation. Contributing Participants will consult as soon as possible regarding the action to be taken in view of any revised Cost ceiling.

6.2.1. The Financial Cost ceiling for this Project will be *[insert figure and indicate currency]*. This Financial Cost ceiling may be changed only upon the mutual written consent of the Contributing Participants. The Financial Costs of the Project will be shared in accordance with the following percentages:

6.2.1.1. ADOD, *[insert percentage]*;

6.2.1.2. CA DND, *[insert percentage]*;

6.2.1.3. NZDF, *[insert percentage]*;

6.2.1.4. UK MOD, *[insert percentage]*; and

6.2.1.5. U.S. DoD, *[insert percentage]*.

6.2.2. The Non-financial Cost ceilings for each Contributing Participant, which may be changed only upon the mutual written consent of the Contributing Participants, will be as follows:

6.2.2.1. ADOD, *[insert figure in reference currency]*;

6.2.2.2. CA DND, *[insert figure in reference currency]*;

6.2.2.3. NZDF, *[insert figure in reference currency]*;
6.2.2.4. UK MOD, [insert figure in reference currency]; and

6.2.2.5. U.S. DoD, [insert figure in reference currency].

Drafting guidance: An FMPD will be necessary where Alternative 2 is used. An FMPD may also be used for Alternative 1 where the cost or scale of the Project is deemed sufficient to warrant one. The FMPD will include, as a minimum, financial points of contact for each Contributing Participant, schedule, handling, funding levels by year, auditing procedures for Financial Costs anticipated for the PA, and any approval authorization procedures for the expenditure of funds. It may also include a requirement for further financial reporting where necessary.

6.3. The [insert currency] will be the reference currency for the Project and the fiscal year for the Project will be the [insert country and year] fiscal year.

SECTION VII
CONTRACTING PROVISIONS (OPTIONAL)

Drafting guidance: Insert any special Contracting provisions that are needed to supplement the standard provisions contained in the TTCP II MOU. Such “special” Contract provisions must be in accordance with the provisions of the TTCP II MOU and this PA.

If this PA does not involve any such “special” Contracting provisions, this Section will be removed from this PA and remaining Sections renumbered as appropriate.

SECTION VIII
LEVEL OF CLASSIFICATION

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

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

or

8.1. The highest level of Classified Information that will be exchanged under this PA is [insert classification, i.e., Confidential, Secret, or Top Secret].

8.2. The existence of this PA is [insert classification] and its contents are [insert classification].

SECTION IX
PRINCIPAL ORGANIZATIONS INVOLVED

Drafting guidance: List the principal organizations and facilities of the Contributing Participants. Third Entities will be detailed in Section XI (Special Provisions) of this PA.

SECTION X

EQUIPMENT AND MATERIAL TRANSFER

Drafting Guidance: If this PA does not involve any Equipment and Material transfers, this Section may be removed.

10.1. If the Contributing Participants mutually determine that the cooperative efforts under this PA require the transfer of Equipment and Material (E&M) to the other Contributing Participants, a list of such E&M will be developed in accordance with the following table and Section VIII (Equipment and Material) of the TTCP II MOU. In addition to the items listed in the table below, the POs will maintain a list of all Equipment and Material to be exchanged.*

<table>
<thead>
<tr>
<th>Providing Participant</th>
<th>Receiving Participant</th>
<th>Qty</th>
<th>Description</th>
<th>Part/Stock #</th>
<th>Consumable/Non-Consumable</th>
<th>Transfer Period</th>
<th>Security Classification</th>
<th>* Estimated Replacement Value</th>
</tr>
</thead>
</table>

* Estimated Replacement Value is an estimate of the replacement value at the time of the transfer.

NOTES:
1. In the event that the cooperative effort under this PA requires the provision of Equipment and Material to a Contributing Participant, a list of such Equipment and Material must be developed in general accordance with the preceding table. Equipment and Material that cannot be identified at the time of PA signature will be documented, when identified, in a list to be developed and maintained by the POs in the format above.

2. For jointly acquired or produced Equipment and Material, detailed plans and responsibility for acquisition, management, and disposal, in accordance with paragraphs 8.12. through 8.14. of the TTCP II MOU, should be included in this PA.

SECTION XI

SPECIAL PROVISIONS
11.1. All activities of the Contributing Participants under this PA will be carried out in accordance with each Contributing Participant’s respective national laws, regulations, and policies, including their applicable export control laws and regulations.

**Drafting Guidance:** It is the intent of the Participants of the TTCP II MOU to be able to share Project Foreground Information resulting from PAs among all Participants, both Contributing Participants and Non-Contributing Participants. Unless there are extenuating circumstances where the Contributing Participants seek to limit the distribution of Project Foreground Information, the following paragraph will be included:

11.2. The Contributing Participants to this PA mutually determine to disclose Project Foreground Information generated under this PA, including any Project Background Information necessary for the evaluation of the Project Foreground Information, to the Non-Contributing Participants to this PA, for information and evaluation purposes only, in accordance with the provisions of Section IX (Disclosure and Use of Information) of the TTCP II MOU.

**Drafting guidance:** Identify Third Entities participating in this PA, including their expected roles within the Project and any special provisions regarding the disclosure and use of Project Information as it relates to the Third Entity. Also identify any additional procedures, specifications, or other necessary attributes of the Project not delineated in other Sections of this PA or the TTCP II MOU. Such procedures, specifications, or other necessary attributes must be in accordance with the TTCP II MOU.

SECTION XII

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

12.1. This PA between (or among) (insert Contributing Participants), pursuant to the TTCP II MOU, will enter into effect upon signature of all Contributing Participants and will remain in effect for ____ years [or through [date]] unless terminated by the Contributing Participants in accordance with paragraphs 18.4. and 18.5. of Section XVIII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the TTCP II MOU. It may be extended through amendment by the mutual determination of the Contributing Participants. A Participant may withdraw from this PA in accordance with the provisions of paragraph 18.6. of Section XVII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the TTCP II MOU.
Drafting guidance: Delete signature blocks for any Participant that is not a Contributing Participant to this PA.

FOR THE DEPARTMENT OF DEFENCE OF AUSTRALIA

________________________________________
Signature

________________________________________
Name

________________________________________
Title

________________________________________
Date

________________________________________
Location
INSERT TTCP II PROJECT ARRANGEMENT TITLE AND NUMBER HERE

FOR THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

Signature

Name

Title

Date

Location
INSERT TTCP II PROJECT ARRANGEMENT TITLE AND NUMBER HERE

FOR THE NEW ZEALAND DEFENCE FORCE

_____________________________________________________
Signature

_____________________________________________________
Name

_____________________________________________________
Title

_____________________________________________________
Date

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

Signature

Name

Title

Date

Location
INSERT TTCP II PROJECT ARRANGEMENT TITLE AND NUMBER HERE

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

________________________________________
Signature

________________________________________
Name

________________________________________
Title

________________________________________
Date

________________________________________
Location
ANNEX B –

MODEL

EQUIPMENT AND MATERIAL TRANSFER ARRANGEMENT
NUMBER (E&MTA-XXXX)

BETWEEN (or AMONG)

(Delete Non-Contributing Participants)

THE DEPARTMENT OF DEFENCE OF AUSTRALIA

AND

THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

AND

THE NEW ZEALAND DEFENCE FORCE

AND

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

AND

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

CONCERNING THE TRANSFER OF
(Insert brief description of Equipment and Material to be transferred)

FROM
(Insert title of the providing Participant)

TO
(Insert title of the receiving Participant)
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td></td>
</tr>
<tr>
<td>I DESCRIPTION AND QUANTITY</td>
<td></td>
</tr>
<tr>
<td>II PURPOSE</td>
<td></td>
</tr>
<tr>
<td>III MANAGEMENT AND RESPONSIBILITIES</td>
<td></td>
</tr>
<tr>
<td>IV SPECIAL PROVISIONS (<em>OPTIONAL</em>)</td>
<td></td>
</tr>
<tr>
<td>V CONTRACTING PROVISIONS (<em>OPTIONAL</em>)</td>
<td></td>
</tr>
<tr>
<td>VI CLASSIFICATION</td>
<td></td>
</tr>
<tr>
<td>VII AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION</td>
<td></td>
</tr>
</tbody>
</table>
Drafting Guidance: In accordance with subparagraph 3.3.5. of Section III (Scope of Work) of the TTCP II MOU, this document is to be used as a template and may be adapted on a case-by-case basis where appropriate, consistent with the TTCP II MOU, and as mutually determined between (or among) the Contributing Participants.

INTRODUCTION

This Equipment and Material Transfer Arrangement (E&MTA) is entered into pursuant to the Memorandum of Understanding Among the Department of Defence of Australia (ADOD), the Department of National Defence of Canada (CA DND), the New Zealand Defence Force (NZDF), the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (UK MOD), and the Department of Defense of the United States of America (U.S. DoD) Concerning The Technical Cooperation Program II (TTCP II MOU), which entered into effect (insert effective date of the MOU), and remains in effect through ________, the provisions of which are hereby incorporated by reference. This E&MTA is being executed by authorized representatives of the Contributing Participants pursuant to Section VIII (Equipment and Material) of the TTCP II MOU.

The Contributing Participants to this E&MTA are _______________. (Indicate here which Contributing Participant is the providing Participant and which is the receiving Participant.)

SECTION I

DESCRIPTION AND QUANTITY

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

<table>
<thead>
<tr>
<th>Providing Participant</th>
<th>Receiving Participant</th>
<th>Qty</th>
<th>Description</th>
<th>Part/Stock #</th>
<th>Consumable/Non-Consumable</th>
<th>Transfer Period</th>
<th>Security Classification</th>
<th>* Estimated Replacement Value</th>
</tr>
</thead>
</table>

* Estimated Replacement Value is an estimate of the replacement value at the time of the loan.

(Fill in as appropriate)

Guidance Note: Choose one of the following alternatives, or use both if both situations apply.

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

1.2. The E&M identified as non-consumable in paragraph 1.1. of this Section is not intended to be consumed or expended during the course of the activities described in
subparagraph 2.1.1. of Section II (Purpose) of this E&MTA. Whenever E&M includes Computer Software, the receiving Participant will, at the end of the loan period, remove such Computer Software from all computers and host systems of the receiving Participant.

Alternative B: Use when return of E&M is not planned due to its consumption during the activity.

1.2. The E&M as consumable in paragraph 1.1. of this Section is intended to be consumed or expended during the course of the activities described in subparagraph 2.1.1. of Section II (Purpose) of this E&MTA.

SECTION II
PURPOSE

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

2.1.1. (*Fill in as appropriate*)

SECTION III
MANAGEMENT AND RESPONSIBILITIES

3.1. Each Contributing Participant will designate a point of contact (POC) who will be responsible for implementing this E&MTA.

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

3.1.1. For the providing Participant, the POC is:

3.1.2. For the receiving Participant, the POC is:

3.2. Responsibilities of the providing Participant

3.2.1. Transfer of the E&M. The providing Participant will transfer the E&M listed above for the duration of the transfer period specified in paragraph 7.4. of Section VII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of this E&MTA unless extended by mutual written consent of the Contributing Participants.
3.2.2. E&M Delivery. The providing Participant will deliver the E&M (specify arrangements). Possession and responsibility for the E&M will pass from the providing Participant to the receiving Participant at the time of receipt of the E&M at the mutually determined and specified location. Any further transportation is the responsibility of the receiving Participant unless otherwise specified in this paragraph.

3.2.3. Information. The providing Participant will mark and furnish the receiving Participant such Information as is necessary to enable the E&M to be used in the activities described in subparagraph 2.1.1. of Section II (Purpose) of this E&MTA in accordance with Section IX (Disclosure and Use of Information) of the TTCP II MOU.

3.3. Responsibilities of the receiving Participant

3.3.1. Inspection and Inventory. The receiving Participant will inspect and inventory the E&M upon receipt. The receiving Participant will also inspect and inventory the E&M prior to its return to the providing Participant, unless the E&M is consumed in accordance with subparagraph 3.3.2. of this Section.

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

Alternative A: Use when return of E&M is planned.

Return of E&M. Upon expiration or termination of the transfer period as specified in paragraph 7.4. of Section VII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of this E&MTA (taking into account any approved extensions by the Contributing Participant), the receiving Participant will return the E&M to the providing Participant (specify arrangements) in as good condition as received, normal wear and tear excepted, or return the E&M and pay the cost to restore it. Possession and responsibility for the E&M will pass from the receiving Participant to the providing Participant at the time of receipt of the E&M at the mutually determined and specified location. If the E&M is lost, unintentionally destroyed, or damaged beyond economical repair, while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss/destruction/irreparable damage to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and policies in accordance with paragraph 8.4. of Section VIII (Equipment and Material) of the TTCP II MOU.

Alternative B: Use when return of E&M is not planned due to its consumption during the activity.

Consumption of E&M. It is intended that the receiving Participant will consume the E&M specified in paragraph 1.1. of Section I (Description and Quantity) of this E&MTA during the course of the activities described in subparagraph 2.1.1.
of Section II (Purpose) of this E&MTA. If this does occur, the receiving Participant will provide written notice of its consumption to the providing Participant. In the event consumption does not occur prior to the end of the transfer period specified in paragraph 7.4. of Section VII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of this E&MTA, the receiving Participant will return the E&M to the providing Participant (specify arrangements) in as good condition as received, normal wear and tear excepted, or return the E&M and pay the cost to restore it. Possession and responsibility for the E&M will pass from the receiving Participant to the providing Participant at the time of receipt of the E&M at the mutually determined location specified. If the E&M is lost, unintentionally destroyed, or damaged beyond economical repair prior to its intended consumption while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss/destruction/irreparable damage to the providing Participant and pay the replacement value as computed pursuant to the providing Participant’s national laws, regulations, and policies in accordance with paragraph 8.3. of Section VIII (Equipment and Material) of the TTCP II MOU.

3.4. A report resulting from the test and evaluation conducted under this E&MTA will be provided free of charge by the receiving Participant to the providing Participant within ____ days after the completion of the transfer period.

Drafting Guidance: It is the intent of the Participants of the TTCP II MOU to be able to share the report resulting from the test and evaluation conducted under an E&MTA among all Participants, both Contributing Participants and Non-Contributing Participants. Unless there are extenuating circumstances where the Contributing Participants seek to limit the distribution of this report, the following subparagraph will be included:

3.4.1. The providing and receiving Participants to this E&MTA mutually determine to disclose the report resulting from this E&MTA to the Non-Contributing Participants to this E&MTA for information and evaluation purposes only in accordance with the provisions of Section IX (Disclosure and Use of Information) of the TTCP II MOU.

3.5. This E&MTA provides only for transfer of E&M associated with the activities described in subparagraph 2.1.1. of Section II (Purpose) of this E&MTA. Signature of this E&MTA does not imply any commitment by a Participant to participate in any activities beyond the E&M described herein.

SECTION IV

SPECIAL PROVISIONS (OPTIONAL)

4.1. (Identify any Third Entities involved in the E&MTA, including their expected roles within the E&MTA and any special provisions regarding the disclosure and use of
Information as it relates to the Third Entity. Insert any additional special provisions as required.)

SECTION V

CONTRACTING PROVISIONS (OPTIONAL)

Drafting guidance: Insert any Contracting provisions that are needed to supplement the standard provisions contained in the TTCP II MOU. Consider specific program requirements including manufacturing Information and manner of software delivery. If this Section is not required, delete this Section and re-number remaining Sections as appropriate.

SECTION VI

CLASSIFICATION

6.1. (Select one of the following paragraphs.)

6.1.1. No Classified Information or Equipment and Material (CIE&M) will be transferred under this E&MTA.

or

6.1.1. The highest level of Classified Information or Equipment and Material (CIE&M) that will be transferred under this E&MTA is [insert classification, i.e., Confidential, Secret, or Top Secret].

6.2. The existence of this E&MTA is [insert classification] and its contents are [insert classification].

SECTION VII

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

7.1. The provisions of this E&MTA may be modified or extended through amendment by written mutual consent of authorized representatives of the Contributing Participants in accordance with Section VIII (Equipment and Material) and Section XVIII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the TTCP II MOU.
The Contributing Participants may withdraw from or terminate this E&MTA in accordance with Section XVIII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the TTCP II MOU.

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 XVIII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the TTCP II MOU.

The transfer period for the E&MTA described herein will be ____________ (Enter dates).

This E&MTA enters into effect on the date of the last signature below, and unless terminated or extended, will remain in effect for ____ (enter amount of time to allow for the transfer period, with enough time to resolve outstanding issues and provide reports).
Drafting guidance: Delete signature blocks for any Participant that is not a Contributing Participant to this E&MTA.

FOR THE DEPARTMENT OF DEFENCE OF AUSTRALIA

________________________________________
Signature

________________________________________
Name

________________________________________
Title

________________________________________
Date

________________________________________
Location
FOR THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

________________________________________
Signature

________________________________________
Name

________________________________________
Title

________________________________________
Date

________________________________________
Location
FOR THE NEW ZEALAND DEFENCE FORCE

Signature

Name

Title

Date

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

Signature

Name

Title

Date

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

________________________________________________________________________
Signature

________________________________________________________________________
Name

________________________________________________________________________
Title

________________________________________________________________________
Date

________________________________________________________________________
Location
ANNEX C

MODEL

TTCP SUBORDINATE ELEMENT
TERMS OF REFERENCE (TOR)

(Insert name of Subordinate Element) SUBORDINATE ELEMENT

TERMS OF REFERENCE (TOR)

BETWEEN (or AMONG)

(Delete Non-Contributing Participants)

THE DEPARTMENT OF DEFENCE OF AUSTRALIA

AND

THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

AND

THE NEW ZEALAND DEFENCE FORCE

AND

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

AND

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

(SHORT TITLE: Insert Name of Subordinate Element TOR)
1. Authority. **Mandatory:** The Memorandum of Understanding Among the Department of Defence of Australia (ADOD), the Department of National Defence of Canada (CA DND), the New Zealand Defence Force (NZDF), the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (UK MOD), and the Department of Defense of the United States of America (U.S. DoD) Concerning The Technical Cooperation Program Cooperation II (the TTCP II MOU), which entered into effect on __________ (insert effective date of the MOU), and remains in effect through __________, the provisions of which are hereby incorporated by reference, fosters collaboration in Defense Science and Technology (S&T), to advance the Participants’ defense and national security capabilities. The TTCP II MOU provides for the establishment of Subordinate Elements. These Terms of Reference (TOR) establish the (insert name of Subordinate Element) between (or among) (insert Contributing Participants).

2. Definitions and Acronyms:
   (Provide any required definitions not included in the TTCP II MOU.)

3. Purpose and Scope:
   (Provide a short paragraph identifying the purpose of the Subordinate Element. For example, “A Subordinate Element will be established to harmonize S&T requirements, study feasibility of future cooperative TTCP Activities, and report on specific S&T issues of mutual interest.” The Subordinate Element will be limited to a defined technical area.) Examples follow:

   The (insert name of Subordinate Element) will include activities covering the following areas:

   The (insert name of Subordinate Element) will evaluate…; monitor…; identify…; analyze…; investigate…; facilitate…; conduct studies…; or identify possible technological solutions…

   The (insert name of Subordinate Element) will provide a framework to conduct TTCP Activities for (name of defense S&T field, etc.) in accordance with the TTCP II MOU.

   The purpose of the (insert name of Subordinate Element) is to review respective (name defense S&T field, etc.) programs in order to harmonize and align S&T programs and identify mutually beneficial S&T cooperative activities between or among the Participants.

   **Mandatory:** This TOR sets out the role of the [insert name] Subordinate Element. Specific TTCP Activities may be conducted under the auspices of this [insert name] Subordinate Element. Such TTCP Activities will be carried out in accordance with the TTCP II MOU and its applicable Project Arrangements (PAs) or Equipment and Material Transfer Arrangements.
(E&MTAs), as well as other relevant international agreements or arrangements, and in accordance with the respective laws, regulations, and policies of the Participants.

**Mandatory:** The *(insert name of defense S&T field)* is not intended to replace or inhibit activities under existing international agreements or arrangements.

4. Objectives:

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

*Example follows:*

Information on research conducted by each Participant in the area of *(name technology or scientific area)* and its potential for *(identify potential benefit)* will be exchanged. The Participants will harmonize and align their respective S&T programs and will discuss the potential for TTCP Activities leading to the exploitation of the technology or scientific knowledge.

**Mandatory:** The *(insert name of Subordinate Element)* will not duplicate the activities of other organizations or arrangements.

**Mandatory:** The *(insert name of Subordinate Element)* will submit progress reports to the TTCP Steering Committee on an annual basis.

5. Management Structure:

*Examples follow:*

**Drafting Guidance:** *Identify one national representative from each Participant that will form the Subordinate Element leadership.*

**Mandatory:** The Subordinate Element leadership designated by the Participants are: *(provide names, organizations, job titles, and contact information)*

**Mandatory:** Subordinate Element leadership will have the responsibilities outlined in paragraph 4.7. of Section IV (Management (Organization and Responsibility)) of the TTCP II MOU.

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

For non-U.S. DoD Participants only, Cooperative Program Personnel (CPP) may be assigned under this Subordinate Element. Such assignments will be in accordance with Section XVII (Cooperative Program Personnel) of the TTCP II MOU and will be documented in an annex to this TOR that identifies the CPP, Host Participant, Parent Participant, and the corresponding facilities to which the CPP are assigned.
The importance of consultation with Third Entities and Third Parties is recognized. Representatives of a Third Entity and/or a Third Party may be invited to be involved in the work of this [insert name] Subordinate Element, but will not become members of the [insert name] Subordinate Element. Involvement of Third Entities and/or Third Parties will be in accordance with the provisions of the TTCP II MOU.

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

**Example:** Subordinate Element meetings will be held at intervals as mutually determined by the Subordinate Element leadership, but at least annually, in person or virtually. Participants will host and chair the meetings on a rotational basis. Administrative support for these meetings will be the responsibility of the Participant hosting the meeting. Minutes will be prepared and provided to [insert name] Subordinate Element members and to the TTCP Executive Management Group within (specify time) following the meetings.

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

**Example:** All decisions of the [insert name] Subordinate Element leadership will be unanimous.

6. Exchange of Information:

**Mandatory:** The (insert name of Subordinate Element), along with its appropriate supporting subject matter experts, may exchange Information in accordance with Section II (Objectives), Section III (Scope of Work), Section IX (Disclosure and Use of Information), and Section XIII (Third Party Sales and Transfers) of the TTCP II MOU. Unless otherwise authorized in writing by the providing Participant, such Information will be provided without charge and will be used for information and evaluation purposes only.

**Mandatory if exchanging classified or Controlled Unclassified Information:** Classified Information or Controlled Unclassified Information will be transferred only through official Government-to-Government channels or through channels approved by the Designated Security Authorities of both [or all] Contributing Participants, in accordance with the provisions of Section X (Controlled Unclassified Information) and Section XII (Security) of the TTCP II MOU. No Equipment and Material will be transferred under the auspices of the [insert name] Subordinate Element except when authorized under a PA or E&MTA in accordance with Section VIII (Equipment and Material) of the TTCP II MOU.

**Mandatory:** The (insert name of Subordinate Element) members will ensure that any Information provided in accordance with this TOR is used only by the Participants, unless specifically authorized to be used by Third Entities and/or Third Parties in accordance with this TTCP II MOU, and then only for the purpose for which it has been provided. Information will not be disclosed or released to any other Third Entity, Third Party, or Contractor, or used for any other purpose without the prior written consent of the providing Participant.
**Mandatory:** The Subordinate Element leadership will manage the Information exchanged under this Subordinate Element in accordance with subparagraphs 4.7.4. and 4.7.5. of Section IV (Management Organization and Responsibility)) and Section IX (Disclosure and Use of Information) of the TTCP II MOU.

7. **General:**

**Mandatory:** There will not be any transfer of funds between or among the Contributing Participants pursuant to this TOR. In those cases where a PA, E&MTA, or CPP assignment is determined to be required under the auspices of this [insert name] Subordinate Element, the Subordinate Element leadership and their staff will prepare the necessary documentation and secure the required approvals as expeditiously as possible. Participants will be responsible for their own Costs arising from this Subordinate Element.

8. **Non-Legal Status:**

**Mandatory:** This TOR constitutes an administrative procedure to coordinate TTCP Activities among the Contributing Participants. It is not the intent of the Contributing Participants that this TOR be considered legally binding under international law. This TOR does not, of itself, create any authority to perform any work, award any Contract, transfer funds, transfer E&M, or otherwise obligate in any way any Contributing Participant to incur Costs for the other Contributing Participants for any purpose. Any TTCP Activity identified for investigation by the [insert name] Subordinate Element will be pursued in accordance with the provisions of the TTCP II MOU.

9. **Effective Date:**

**Mandatory:** This TOR for the [insert name] Subordinate Element becomes effective on the date of the last signature below and remains in effect through (month day, year)[fill in before signature], unless terminated or extended. This TOR may be amended (including extension) by mutual written consent of the TTCP Steering Committee in accordance with paragraph 18.3. of Section XVIII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the TTCP II MOU. Any Contributing Participant may withdraw from the (insert name of Subordinate Element) in accordance with Section XVII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the TTCP II MOU upon written notification to the other Contributing Participants.

**Drafting Guidance:** The TTCP Steering Committee or their representatives, as designated in writing, will approve and sign this TOR.
INSERT SUBORDINATE ELEMENT TITLE HERE

Drafting guidance: Delete signature blocks for any Participant that is not a Contributing Participant to this Subordinate Element.

FOR THE DEPARTMENT OF DEFENCE OF AUSTRALIA

Signature

Name

Title

Date

Location
INSERT SUBORDINATE ELEMENT TITLE HERE

FOR THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

__________________________________________________________________________
Signature

__________________________________________________________________________
Name

__________________________________________________________________________
Title

__________________________________________________________________________
Date

__________________________________________________________________________
Location
INSERT SUBORDINATE ELEMENT TITLE HERE

FOR THE NEW ZEALAND DEFENCE FORCE

_________________________________________
Signature

_________________________________________
Name

_________________________________________
Title

_________________________________________
Date

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

__________________________________________
Signature

__________________________________________
Name

__________________________________________
Title

__________________________________________
Date

__________________________________________
Location

108
FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

Signature

Name

Title

Date

Location
ANNEX D

COOPERATIVE PROGRAM PERSONNEL (CPP) POSITION DESCRIPTION

1. CPP Name:

2. CPP Position Title:

3. CPP Duty Location:

4. Host Participant Supervisor:
   Name:
   Title:
   Address:
   Phone:
   Email:

5. This CPP is assigned as a part of [Name of Subordinate Element, and/or Project Arrangement (full title and number)].

6. Security clearance level required for the position: A _____ clearance will be required.

7. Qualifications/Skills Required for Position:

   Drafting Guidance: Insert appropriate data, e.g., accredited degree in a scientific or related subject, and/or specialty experience.

8. General categories of Information to which access will be required: [Insert appropriate categories of Information required to perform the duties outlined in this position description.]

9. Description of Duties: The CPP will perform the following tasks and responsibilities as mutually determined by the Host Participant and Parent Participant.

   Drafting Guidance:

   a. The CPP will: [insert tasks/responsibilities]

      Participate …;
      Contribute …;
      Work with …;
      Evaluate …;
      Monitor …;
      Identify …;
Analyze …;
Investigate …;
Facilitate …;
Conduct studies …; or
Seek technological solutions ….

b. Anticipated travel requirements and locations will include …;

c. The CPP will attend technical meetings and symposiums as required in performance of assigned duties;

d. Reporting requirement of this CPP are …;

10. CPP will be assigned in accordance with Section V (Financial Provisions) and Section XVII (Cooperative Program Personnel) of the TTCP II MOU.
APPENDIX 1 TO ANNEX D

CERTIFICATION OF COOPERATIVE PROGRAM PERSONNEL (CPP)
CONDITIONS AND RESPONSIBILITIES

1. I understand and acknowledge that I have been assigned to [insert name and location of organization to which assigned] pursuant to the 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 Department of Defense of the United States of America Concerning The Technical Cooperation Program II (TTCP II MOU), which entered into effect [insert month, day, year], and remains in effect through [insert month, day, year]. In connection with this CPP, I further understand, acknowledge, and certify that I will comply with the following provisions and responsibilities:

2. I understand that I have been assigned to work on the specific CPP assignment as described in the attached CPP Position Description (PD). There will be no access to Information except as required to perform the duties described in the PD for the position to which I am assigned, as determined by my supervisor and [insert either relevant Subordinate Element leadership or CPP Parent Participant’s Project Officer].

3. I will perform only functions that are properly assigned to me as described in the PD for my assignment and will not act in any other capacity on behalf of my Parent Participant.

4. All Information to which I may have access during this assignment will be treated as Information provided to my Government pursuant to the provisions of the TTCP II MOU.

5. When dealing with individuals outside of my immediate office of assignment on official matters, I will inform such individuals that I am a foreign CPP.

6. I have been briefed on, understand, and will comply with all applicable security regulations of the Host Participant and the host organization; and with all applicable laws, regulations, and policies of the Host Participant’s Government concerning the protection, release, transfer, or export, both during and after the termination of my assignment, of Intellectual Property Information (such as Patents, copyrights, know-how, and trade secrets), Classified Information or Equipment and Material, Controlled Unclassified Information, and Information subject to export control laws and regulations, to which access might be granted under the TTCP II MOU for the purposes of my CPP assignment.
7. I will immediately report to my supervisor and [insert either relevant Subordinate Element leadership or Project Officers, if under a PA] all unauthorized attempts to obtain from me Classified Information or Equipment and Material, Controlled Unclassified Information, Intellectual Property Information, or Information subject to export control laws and regulations to which I may have access as a result of this assignment.

________________________________________
Signature

________________________________________
Name

________________________________________
Title

________________________________________
Date