

SITUATIONAL AWARENESS WORKING GROUP (SAWG)
TERMS OF REFERENCE (TOR)
UNDER THE MEMORANDUM OF UNDERSTANDING AMONG
THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA
AND
THE MINISTRY OF DEFENCE OF THE KINGDOM OF DENMARK
AND
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF FINLAND
AND
THE NEW ZEALAND DEFENCE FORCE
AND
THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY
AND
THE GOVERNMENT OF THE KINGDOM OF SWEDEN
AND
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
FOR
THE INTERNATIONAL COOPERATIVE ENGAGEMENT PROGRAM FOR POLAR
RESEARCH (ICE-PPR)

Date

NOVEMBER 27, 2020

1. **Authority.** The Memorandum of Understanding Among the Department of National Defence of Canada (CAN DND), the Ministry of Defence of the Kingdom of Denmark (DEN MOD), the Ministry of Defence of the Republic of Finland (FIN MOD), the New Zealand Defence Force (NZDF), the Ministry of Defence of the Kingdom of Norway (NOR MOD), the Government of the Kingdom of Sweden (SWE), and the Department of Defense of the United States of America (U.S. DoD) for the International Cooperative Engagement Program for Polar Research (hereinafter referred to as the “ICE-PPR MOU”), which entered into effect November 27, 2020, fosters collaboration in Polar research, development, testing, and evaluation (RDT&E), potentially leading to new or improved defence and national security capabilities. The ICE-PPR MOU provides for the establishment of Working Groups (WGs). This Terms of Reference (TOR) establishes the Situational Awareness Working Group (SAWG).

2. **Definitions and Acronyms.**

Definitions. Definitions used in this TOR conform to those of the ICE-PPR MOU. In the event of disagreement, the definitions in the ICE-PPR MOU take precedence.

Acronyms. ESC – Executive Steering Committee

SAWG – Situational Awareness Working Group.

1. **Purpose.** The Situational Awareness Working Group (SAWG) is established to identify and study challenges to establish and expand situational awareness in support of defence and national security operations in Polar regions. The SAWG will serve as a forum for the exchange of Information, up to and including SECRET (as required), relating to situational awareness in Polar regions, and the harmonization of the requirements of the Participants prior to the development and formal staffing of a potential PA.

Specific collaborative activities identified by the SAWG may only be carried out under future PAs under the ICE-PPR MOU or under other international agreements or arrangements entered into by the Participants.

The SAWG is not intended to replace, duplicate, or inhibit activities under existing international agreements.

2. **Objectives.** The primary objective of the SAWG is to provide a mechanism for the Participants to exchange Information regarding developing, expanding and using situational awareness to ensure operational safety and effectiveness in Polar defence and national security activities. Information on research conducted by each Participant in the area of situational awareness, including software, hardware, algorithm, techniques and procedures or other areas of mutual interest related to situational awareness in Polar regions, the potential for increased effectiveness or efficiency of operations, is to be exchanged.

The potential for activity under a PA leading to application of the technologies is to be

assessed, and if practicable, collaborative activities will be carried out under PAs or other international agreements or arrangements entered into by the Participants.

HPWG Original: The primary objective of the HPWG is to provide a mechanism for the Participants to exchange Information regarding the performance of people engaged in Polar defense and national security activities to ensure operational safety and effectiveness of the warfighter in Polar regions. Information on research conducted by each Participant in the area of human performance, including tactics, techniques, and procedures, physiology, or other areas of mutual interest related to human performance in Polar regions, the potential for increased effectiveness or efficiency of operations (including survival), and the conditions under which operations may be undertaken, is to be exchanged. The potential for activity under a PA leading to application of the technologies is to be assessed, and if practicable, collaborative activities will be carried out under PAs or other international agreements or arrangements entered into by the Participants.

3. **Management Structure.** The SAWG consists of representatives from all ICE-PPR Participants as principals, and other representatives and supporting subject matter experts from relevant defence and national security national organizations as appropriate. Membership in the SAWG is to be consistent with minimal turnover of personnel. Each nation is to identify one Principal to represent each Participant, though acknowledge that participation from other defence organizations may be necessary. For those SAWG Participants who require regular participation of more than one representative, and are able to identify such representatives prior to signature of this TOR, they may list those representatives in the table below.

The SAWG principals (and other key representatives), designated by the Executive Steering Committee (ESC) representatives of the Participants of this SAWG are:

Participant	Organization	Title
Canada	Defence Research and Development Canada (DRDC)*	DSTA7
Denmark	Forsvarets Materiel- og Indkøbsstyrelse (FMI)*	TBD
Finland	TBD	TBD
New Zealand	TBD	TBD
Norway	TBD	TBD
Sweden	TBD	TBD
United States	U.S. Navy	TBD
United States	U.S. Army	TBD
United States	U.S. Coast Guard	TBD
United States	U.S. Air Force	TBD

**Designates SAWG Principal*

One principal will serve as the SAWG chair. The chair’s responsibilities include coordinating WG activities (e.g. establishing and identifying consensus, calling meetings, recording and disseminating minutes or records of decision following meetings, etc.), and acting as the interface between the SAWG and the ESC. The principal selected as SAWG chair will be identified annually by the ESC, and designated in the ESC minutes. The role of the chair may be reassigned to another SAWG principal with unanimous consent of the SAWG Participants. In the event multiple SAWG Participants are

nominated to be the chair, a vote may be held (one vote per nation) in lieu of seeking consensus, with selection determined by majority vote. 

The importance of consultation with other agencies and organizations of the WG Participants' Governments is recognized. Representatives from specific technology or research areas may be invited to participate in technical discussions, but are not to become members of the SAWG. They may, however, become members of a sub-group established under this WG for a specific technology or research area.



The SAWG will meet  at least annually, and may meet more often, as necessary. The WG meeting will be called by the principal designated as the SAWG chair, but timing and venue will be determined by consensus. Minutes are to be prepared and provided to SAWG members and posted on a centralized database, within sixty (60) days following each meeting. Administrative support for face-to-face meetings will be the responsibility of the hosting Participant.

All decisions of the SAWG are to be determined unanimously by the SAWG principals,  with the exception of voting for the position of chair. An SAWG Participant may choose to abstain.

In accordance with subparagraph 5.1.4. of Section V (Management (Organization and Responsibility)) of the ICE-PPR MOU, the ICE-PPR ESC is to be the approval and signature authority for this TOR. The ICE-PPR ESC may provide guidance on issues that relate to the ICE-PPR objectives.

In accordance with subparagraph 5.1.4. of Section V (Management (Organization and Responsibility)) of the ICE-PPR MOU, the ICE-PPR ESC will specify reporting requirements for the WG.

The SAWG will provide annual reports to the ESC, in the form of a briefing or other format requested by the ESC.

6. **Exchange of Information.**

The SAWG, along with its appropriate supporting subject matter experts, may exchange information pertaining to situational awareness activities in accordance with paragraphs 3.5. and 3.6. of Section III (Scope of Work) and subparagraph 9.1.3. of Section IX (Disclosure and Use of Information) of the ICE-PPR MOU. Information is to be provided without charge and is to be used for information and evaluation purposes only.

Pursuant to paragraph 12.2. of Section XII (Security) of the ICE-PPR MOU, Classified Information is to be transferred only through official government-to-government channels or through channels approved by the Designated Security Authorities (DSAs) of each Participant. The provisions of  Section X (Controlled Unclassified Information) and

Section XII (Security) of the ICE-PPR MOU apply. No Equipment and Material may be transferred under the auspices of the SAWG.

The SAWG principals are to ensure that any Information provided in accordance with this TOR is used only by the WG Participants and/or the Participants' respective national security organizations of a Participants Government, and then only for the purpose for which it has been provided. Information is not to be disclosed or released to any Third Party, Contractors or their personnel (with the exception of Contractor Support Personnel), and is not to be used for any other purpose without the prior written consent of the providing Participant.

The WG Participants are to produce and maintain a list of Information exchanged under this SAWG. This list is to include name of document, date of document, identity of the entity that created the document, security classification/release restrictions, country of origin, originating point of contact, receiving point of contact, date provided, and any requirement to return the document to the originator. A current list is to be submitted annually to the ESC.

7. **General.** There is not to be any transfer of funds between or among the Participants pursuant to this TOR. In those cases where a PA is determined to be required, the WG principals are to make every effort to prepare the necessary documentation and secure the required approvals as expeditiously as possible.

The TOR is to be drafted and approved in English, with copies signed by the ESC representatives of the Participants to the WG (or their designated representatives).

1. **Legal Status.** This TOR constitutes an administrative procedure to coordinate Polar research, development, testing, and evaluation activities among the Participants. It is not the intent of the Participants that this TOR be considered legally binding under international law. This TOR does not create any authority to perform any work, award any Contract, exchange Information, transfer funds, or otherwise obligate in any way any WG Participant to make or provide any financial or non-financial contribution to any other Participant for any purpose. Any collaborative activities identified by the SAWG may only be carried out under future PAs under the ICE-PPR MOU or under other agreements or arrangements entered into by the Participants.
2. **Effective Date.** The TOR for the SAWG becomes effective on the date of the last signature below and remains in effect until January 1, 2030 unless terminated or extended. This TOR may be amended, extended, or terminated by unanimous written consent of the ESC representatives of the WG Participants. Any Participant may withdraw from the SAWG upon sixty (60) days written notification to the other WG Participants. Such notice will be the subject of immediate consultation by the ESC representatives of the WG Participants to decide upon the appropriate course of action.

