

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

**(Short Title: ICE-PPR MOU)**

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## INTRODUCTION

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), hereinafter referred to as the “Participants”;

Having a common interest in defense and national security;

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

Seeking to make the best use of their respective research and technology development capacities, eliminate unnecessary duplication of work, encourage interoperability, and obtain the most efficient and cost-effective results through cooperation in Polar Research, Development, Test, and Evaluation (RDT&E) Projects;

Desiring to improve their respective conventional defense and national security capabilities through the application of emerging technology;

Having a common need for Polar RDT&E to satisfy common operational requirements;

Having independently conducted studies, research, testing, evaluations, and development of the applications of various technologies, recognize the benefits of cooperation in Polar RDT&E; and

Sharing interest in strong cooperative relationships that preserve safe, stable, and secure Polar regions;

Have reached the following understandings:

SECTION I  
DEFINITIONS AND ABBREVIATIONS

1.1. For the purposes of this International Cooperative Engagement Program for Polar Research Memorandum of Understanding (ICE-PPR MOU) and its ICE-PPR MOU Activities, the following definitions will apply:

Classification Guide (CG)	A document that identifies the levels of protection required for Project Information, including its classification level, corresponding markings, declassification and downgrading instructions, and the time periods for which protection must be provided. It will also require that all export-controlled Information, including Classified Information, include the applicable export control markings.
Classified Information	Official Information that requires protection in the interests of national security and is so designated by the application of a security classification marking. This Information may be in oral, visual, magnetic, electronic, or documentary form, or in the form of equipment, material, or technology.
Computer Data Base	A collection of data recorded in a form capable of being processed by a computer. This definition does not include Computer Software.
Computer Program	A set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
Computer Software	Computer Programs, source code, source code listings, design details, algorithms, processes, flow charts, formulae, and related materials that would enable the software to be reproduced, recreated, or recompiled. Computer Software does not include Computer Data Bases or Computer Software Documentation.
Computer Software Documentation	Owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the Computer Software or provide instructions for using the Computer Software.
Contract	Any mutually binding legal relationship under national laws that obligates a Contractor to furnish supplies or services, and obligates one or more of the Participants to pay for them.

Contracting	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.
Contracting Agency	The entity within the governmental organization of a Participant that has authority to enter into, administer, or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Participant who has the authority to enter into, administer, and terminate Contracts.
Contractor	Any entity awarded a Contract by a Participant's Contracting Agency.
Contractor Support Personnel	Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Participant under a support Contract.
Controlled Unclassified Information (CUI)	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. It could include Information that has been declassified, but remains controlled.
Cooperative Project Personnel (CPP)	Military members or civilian employees of a Parent Participant assigned to a Cooperative Project Office (CPO) or another Participant's facilities who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning, or other functions in furtherance of a Project.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces or other applicable national security organizations of a Participant's Government.
Designated Security Authority (DSA)	The security authority designated by national authorities to be responsible for the coordination and implementation of national industrial security aspects of this ICE-PPR MOU.
Equipment and Material (E&M)	Any material, equipment, end item, subsystem, component, special tooling, or test equipment jointly acquired or provided for use in the performance of a Project Arrangement (PA) under this ICE-PPR MOU, or provided for use in an Equipment and Material Transfer Arrangement (E&MTA) under this ICE-PPR MOU.

Equipment and Material Transfer Arrangement (E&MTA)	An individually negotiated separate arrangement concluded under this ICE-PPR MOU that specifies the provisions for a specific Equipment and Material (E&M) transfer from one Participant to another Participant for test and evaluation purposes.
Financial Costs	Project costs met with monetary contributions.
Host Participant	The Participant whose nation serves as the location of a Cooperative Project Office (CPO), or to whose facility a CPP is assigned.
ICE-PPR MOU Activity	Any collaboration by two or more of the Participants in accordance with the objective in Section II (Objective) and the work in Section III (Scope of Work) of this ICE-PPR MOU.
Information	Knowledge that can be communicated by any means, regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, Computer Software, Computer Software Documentation, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form, and whether or not subject to Intellectual Property rights.
Intellectual Property	In accordance with the World Trade Organization Agreement on Trade-related Aspects of Intellectual Property Rights of April 15, 1994, all copyright and related rights, all rights in relation to inventions (including Patent rights), all rights in registered and unregistered trademarks (including service marks), registered and unregistered designs, undisclosed Information (including trade secrets and know-how), layout designs of integrated circuits, geographical indications, and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields.
Non-financial Costs	Project costs met with non-monetary contributions.
Parent Participant	The Participant that sends its CPP to a CPO located in the nation of another Participant or to the facilities of another Participant.
Participant	A signatory to this ICE-PPR MOU represented by its military or civilian personnel. Contractors and Contractor Support Personnel will not be representatives of a Participant under this ICE-PPR 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 protections, as well as divisions, reissues, continuations, renewals, and extensions of any of these.
Polar	The regions north of 60° north latitude and south of 60° south latitude.
Project	Specific collaboration carried out by two or more Project Arrangement (PA) Participants conducted pursuant to a PA established under this ICE-PPR MOU.
Project Arrangement (PA)	An arrangement separately negotiated and concluded under this ICE-PPR MOU that specifies the provisions of collaboration between or among two or more PA Participants in that PA.
Project Arrangement (PA) Participant	A signatory to a PA concluded under this ICE-PPR MOU.
Project Background Information	Information not generated in the performance of a Project.
Project Foreground Information	Information generated in the performance of a Project.
Project Information	Any Information provided to, generated in, or used in a Project.
Project Invention	Any invention in any field of technology, provided it is new, involves an inventive step, is capable of industrial application, and is formulated or made (conceived or “first actually reduced to practice”) in the course of work performed under a Project. The term “first actually reduced to practice” means the first demonstration sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.
Project Plan	A document that provides a detailed description of a Project, including, but not limited to, its work schedule, delivery requirements, and milestones, that is updated as necessary by the Project Officers throughout the life of that Project.



Project Security Instruction (PSI)	A document that establishes security-related standard operating procedures and assigns responsibilities for the implementation of security requirements under this ICE-PPR MOU. It harmonizes, clarifies, and articulates the national security policies and procedures among the Participants and provides instructions for the Participants on the classification of Information and E&M; marking requirements; security procedures, including the handling and transfer of Classified Information and E&M; and visit procedures for this ICE-PPR MOU and PAs under this ICE-PPR MOU, 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.
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.

1.2. List of abbreviations:

CAN DND	The Department of National Defence of Canada
CG	Classification Guide
CPO	Cooperative Project Office
CPP	Cooperative Project Personnel
CUI	Controlled Unclassified Information
DEN MOD	The Ministry of Defence of the Kingdom of Denmark
DSA	Designated Security Authority
E&M	Equipment and Material
E&MTA	Equipment and Material Transfer Arrangement
ESC	Executive Steering Committee
FIN MOD	Ministry of Defence of the Republic of Finland
FMPD	Financial Management Procedures Document
ICE-PPR MOU	International Cooperative Engagement Program for Polar Research Memorandum of Understanding
NATO	North Atlantic Treaty Organization
NOR MOD	The Ministry of Defence of the Kingdom of Norway
NZDF	The New Zealand Defence Force
PA	Project Arrangement
PASC	Project Arrangement Steering Committee
PfP	Partnership for Peace
PO	Project Officer
PSI	Project Security Instruction
SC	Steering Committee

SOFA	Status of Forces Agreement
SWE	The Government of the Kingdom of Sweden
TOR	Terms of Reference
U.S. DoD	The Department of Defense of the United States of America
WG	Working Group

## SECTION II OBJECTIVE

- 2.1. The objective of this ICE-PPR MOU is to establish the general provisions that will apply to the initiation, conduct, and management of ICE-PPR MOU Activities, including those detailed in separate PAs and Equipment and Material Transfer Arrangements (E&MTAs) between or among representatives authorized in accordance with national procedures of the Participants. PAs and E&MTAs will be entered into pursuant to this ICE-PPR MOU and will incorporate by reference the provisions of this ICE-PPR MOU. Additionally, this ICE-PPR MOU will allow the exchange of Information for the purpose of harmonizing the Participants' defense and national security requirements to assist in better defining potential future cooperative efforts under this ICE-PPR MOU.
- 2.2. Detailed provisions of each PA and E&MTA will be consistent with this ICE-PPR MOU. Each PA and E&MTA will include specific provisions concerning its objectives, scope of work, sharing of tasks, management structure, financial arrangements, contractual arrangements, security classification, and entry into effect, withdrawal, and termination in accordance with the formats set forth in Annex A (Model Project Arrangement) and Annex C (Model Equipment and Material Transfer Arrangement (E&MTA)) to this ICE-PPR MOU, to the extent applicable and practical.

SECTION III  
SCOPE OF WORK

- 3.1. The scope of work for this ICE-PPR MOU will encompass collaboration in Polar RDT&E, potentially leading to new or improved defense and national security capabilities that might be utilized in Polar conditions or environments. This collaboration may include, but is not limited to: defense and national security capabilities related to anti-surface, anti-submarine, electronic and cyber, maritime strike, land, littoral, mine, surveillance, reconnaissance, and amphibious applications; command, control, and communications; situational awareness; search and rescue; and emergency response. The Participants will conduct all ICE-PPR MOU Activities in accordance with paragraph 19.1. of Section XIX (General Provisions) of this ICE-PPR MOU, and in accordance with the terms of applicable multilateral or bilateral treaties, arrangements, and agreements among or between the Participants or their governments.
  
- 3.2. The overall work to be carried out under this ICE-PPR MOU includes, but is not limited to, the following Polar RDT&E-related areas:
  - 3.2.1. Polar environmental modeling and prediction;
  - 3.2.2. Polar sensors and remote sensing techniques;
  - 3.2.3. Polar communications and situational awareness;
  - 3.2.4. Resilient platform (manned and unmanned) design and performance for Polar environments;
  - 3.2.5. RDT&E infrastructure in and for Polar environments;
  - 3.2.6. Experimentation and demonstrations in Polar environments;
  - 3.2.7. Education, training, and exercises in Polar environments;
  - 3.2.8. Navigation in ice conditions;
  - 3.2.9. Logistics, including energy generation and energy efficiency, in Polar environments;
  - 3.2.10. Polar meteorology, hydrography, and oceanography;
  - 3.2.11. Human performance and operations (e.g., medical, physiological) in Polar environments;
  - 3.2.12. Operations research in Polar environments;

3.2.13. Social science research in Polar environments; and

3.2.14. Performance of structures and materials in Polar environments.

- 3.3. PAs may be established under this ICE-PPR MOU and may encompass one or more of the following activities: basic research; applied research; advanced technology development; advanced component development and prototypes; concept of operation studies and analysis; advanced concept technology demonstrations; system prototypes; system development and demonstration (engineering and manufacturing development); operational system development; loan of materials, supplies, or equipment for the purposes of research, development, testing, evaluation, or prototyping; developmental testing and evaluation of system and subsystem efforts; and evolutionary acquisition or spiral development efforts associated with low-rate initial production or production programs.
- 3.4. Each Participant may provide Equipment and Material (E&M) identified as being necessary for executing efforts under this ICE-PPR MOU. E&M transferred from one Participant to another Participant for purposes of a specific PA will be conducted and documented in accordance with Section VIII (Equipment and Material) of this ICE-PPR MOU and Annex A (Model Project Arrangement) to this ICE-PPR MOU. The Participants also recognize it may be necessary to transfer E&M from one Participant to another Participant for the purpose of test and evaluation of the transferred E&M, but not for the purposes of a specific PA. In such cases, E&M transferred from one Participant to another Participant for the purposes of testing and creating a test report will be conducted and documented in accordance with Section VIII (Equipment and Material) of this ICE-PPR MOU and Annex C (Model Equipment and Material Transfer Arrangement (E&MTA)) to this ICE-PPR MOU.
- 3.5. Information may be exchanged for the purpose of harmonizing the Participants' defense and national security requirements and for formulating, developing, and negotiating PAs and E&MTAs under this ICE-PPR MOU. Information exchanged will take place on an equitable basis, but need not necessarily coincide in time, technical field, or form of the Information. If Information is exchanged but no PA or E&MTA is signed, or before a PA or E&MTA is signed, the receiving Participant will use such exchanged Information only for information and evaluation purposes. The receiving Participant will not disclose or transfer such exchanged Information to a Third Party or to Contractors or any other persons, other than its Contractor Support Personnel, without the specific prior written consent of the furnishing Participant, consistent with paragraph 19.1. of Section XIX (General Provisions) of this ICE-PPR MOU.
- 3.6. Working Groups (WGs) may be established to explore, study, and report on specific issues or to attempt to harmonize the Participants' Polar RDT&E requirements. WGs normally will be limited in scope to a well-defined area and will endeavor to assess issues based on Information provided by the Participants in such a way as to arrive at a mutually determined position within a set time period. WGs will have their own written Terms of Reference

(TOR), using the format set out in Annex B (Model Working Group Terms of Reference) to this ICE-PPR MOU. The Information exchanged in WGs will be subject to the disclosure and use limitations on Information that are described in paragraph 3.5. of this Section.

- 3.7. Familiarization visits may occur, in accordance with Section XI (Visits to Establishments) of this ICE-PPR MOU, to promote awareness of other Participants' facilities and to identify areas of potential ICE-PPR MOU Activities.
- 3.8. Cooperative Project Personnel (CPP) may be assigned pursuant to a PA under this ICE-PPR MOU to a Cooperative Project Office (CPO) or to the facilities of another Participant to participate in the Project. Such PAs will incorporate the provisions of Appendix 1 (Assignment of Cooperative Project Personnel), Appendix 2 (Cooperative Project Personnel Position Description), and Appendix 3 (Certification of Cooperative Project Personnel (CPP) Requirements and Responsibilities) to Annex A (Model Project Arrangement) to this ICE-PPR MOU, as applicable.
- 3.9. This ICE-PPR MOU does not preclude the Participants from entering into any other agreements or arrangements in the area of Polar RDT&E.

SECTION IV  
GENERAL PA PROVISIONS

- 4.1. Two or more Participants may enter into individual PAs as PA Participants without seeking the approval of the other ICE-PPR MOU Participants. The proposed PA Participants will, however, provide the other Participants with initial notice and a subsequent summary of the proposed Project before signature of the PA.
- 4.2. If an ICE-PPR MOU Participant wishes to become an additional PA Participant in a specific PA, the provisions of paragraph 16.4. of Section XVI (Participation of Additional Nations) of this ICE-PPR MOU will apply.
- 4.3. A PA will not confer any benefits or impose any responsibilities upon a Participant who is not a signatory of that PA. An ICE-PPR MOU Participant who does not sign a PA will be considered a Third Party to that PA with respect to gaining access to Project Information and Equipment and Material in accordance with the provisions of Section XIII (Third Party Sales and Transfers) of this ICE-PPR MOU.
- 4.4. The provisions of this ICE-PPR MOU will apply to each PA established under this ICE-PPR MOU.

SECTION V  
MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

- 5.1. This ICE-PPR MOU will be directed and administered on behalf of the Participants by an Executive Steering Committee (ESC). The ESC will consist of a representative appointed by each Participant. The ESC will meet in person or by other means annually. If desired, additional meetings may be held with the unanimous consent of all the ESC representatives. The representative of the Participant hosting the meeting will chair each meeting of the ESC. The responsibility for hosting meetings of the ESC will alternate among the Participants, unless otherwise unanimously determined by the ESC. Decisions by the ESC on ICE-PPR MOU matters will be made unanimously. Decisions on PA matters will be mutually determined by the PA Participants' representatives. If no PA Steering Committee (PASC) is established under a PA, decisions on issues brought forth by the Project Officers (POs) of that PA will be mutually determined by the PA Participants' ESC representatives. In the event that the ESC is unable to reach a timely decision on an issue, each ESC representative will refer the issue to its higher authority for resolution. The ESC is responsible for:
- 5.1.1. Exercising executive-level oversight of this ICE-PPR MOU;
  - 5.1.2. Monitoring overall use and effectiveness of this ICE-PPR MOU including the review of progress towards accomplishing Section II (Objective) and Section III (Scope of Work) of this ICE-PPR MOU;
  - 5.1.3. Fostering maximum cooperation among the Participants in the area of Polar RDT&E;
  - 5.1.4. Approving the establishment and maintaining oversight of WGs in accordance with Section III (Scope of Work) of this ICE-PPR MOU, appointing a WG principal, and approving and signing WG TORs in accordance with Annex B (Model Working Group Terms of Reference) to this ICE-PPR MOU;
  - 5.1.5. Establishing PAs and E&MTAs in accordance with this ICE-PPR MOU and the PA Participants' or E&MTA Participants' respective national laws, regulations, and policies;
  - 5.1.6. Establishing a management structure for each PA, considering its scope and the requirement for a PASC;
  - 5.1.7. Resolving ICE-PPR MOU issues brought forth by a PASC or the Project Officers (POs) under a PA or by a principal under a WG TOR;



- 5.1.8. Reviewing and forwarding to the Participants for approval recommended amendments to this ICE-PPR MOU in accordance with Section XX (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of this ICE-PPR MOU;
- 5.1.9. Designating a point of contact for each Participant for exchange of Information for the purposes of carrying out paragraph 3.5. of Section III (Scope of Work) of this ICE-PPR MOU, and identifying issues concerning security, Classified Information, or Controlled Unclassified Information that may be associated with a potential PA or E&MTA;
- 5.1.10. Providing recommendations to the Participants for the addition of new Participants in accordance with Section XVI (Participation of Additional Nations) of this ICE-PPR MOU;
- 5.1.11. Monitoring Third Party Sales and Transfers authorized in accordance with Section XIII (Third Party Sales and Transfers) of this ICE-PPR MOU;
- 5.1.12. Maintaining oversight of the security aspects of this ICE-PPR MOU, including its PAs, E&MTAs, and WGs, and obtaining approval from the Participants' Designated Security Authorities (DSAs) of a Project Security Instruction (PSI) and Classification Guide (CG) for this ICE-PPR MOU prior to the transfer of Classified Information or Controlled Unclassified Information, in accordance with Section XII (Security) of this ICE-PPR MOU;
- 5.1.13. Approving plans for transfers of E&M and for disposal of jointly acquired E&M in accordance with Section VIII (Equipment and Material) of this ICE-PPR MOU, if no PASC is established; and
- 5.1.14. Providing administrative direction to PASCs, if established, or PA POs, if there is no PASC.
- 5.2. If required or unanimously determined among PA Participants, a PASC may be established for an individual PA. In the event that one Participant contracts on behalf of the other Participants for tasks under a PA, a PASC will be established.
- 5.3. If a PASC is established for a PA, each PA Participant will appoint a representative to the PASC. PASC representatives may also be ESC representatives. The PASC will have responsibility for executive oversight of that PA and will meet as often as set out in the PA or as often as the PASC representatives mutually determine. Decisions of the PASC will be made unanimously. In the event that the PASC is unable to reach a timely decision on an issue, the PASC will refer the issue to the PA Participants' ESC representatives for resolution. In the meantime, the parts of the PA not at issue will continue to be implemented without interruption under the direction of the POs while the issue is being resolved.

- 5.4. If a PASC is established under a particular PA, it will be responsible for:
  - 5.4.1. Providing policy and management direction to the POs during PA execution;
  - 5.4.2. Monitoring overall PA implementation, including technical, cost, and schedule performance against requirements;
  - 5.4.3. Approving plans for transfers of E&M or disposal of jointly acquired E&M, in accordance with Section VIII (Equipment and Material) and Section XIII (Third Party Sales and Transfers) of this ICE-PPR MOU;
  - 5.4.4. Resolving issues forwarded by one or more of the POs;
  - 5.4.5. Maintaining oversight of the security aspects of a Project, including obtaining approval from the PA Participants' DSAs of supplements to the ICE-PPR MOU's PSI and CG for the Project prior to the transfer of Classified Information or Controlled Unclassified Information, as applicable;
  - 5.4.6. Approving assignment of Cooperative Project Personnel (CPP) working on a Project at a Cooperative Project Office (CPO) or at another Participant's facilities in accordance with the provisions set out in Appendix 1 (Assignment of Cooperative Project Personnel) to Annex A (Model Project Arrangement) to this ICE-PPR MOU;
  - 5.4.7. Appointing a Project security officer;
  - 5.4.8. Establishing the detailed financial procedures of a PA in a Financial Management Procedures Document (FMPD) in the event that one PA Participant contracts on behalf of another PA Participant or on behalf of multiple PA Participants;
  - 5.4.9. Reviewing the status reports submitted by the POs and reviewing and forwarding the PA final report to the PA Participants' ESC representatives six (6) months before the date of expiration of the PA;
  - 5.4.10. 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 5.5.11. of this Section, or raised by a Participant's PASC representative in accordance with subparagraph 9.1.2.4. of Section IX (Disclosure and Use of Information) of this ICE-PPR MOU; and
  - 5.4.11. Monitoring Third Party sales and transfers authorized in accordance with Section XIII (Third Party Sales and Transfers) of this ICE-PPR MOU.
- 5.5. PAs under this ICE-PPR MOU will be directed and administered by POs assigned by the Participants to the PA. The POs will have primary responsibility for effective

implementation, efficient management, and direction of the PA in accordance with this ICE-PPR MOU. Additionally, the POs for a PA will be responsible for:

- 5.5.1. Managing the cost, schedule, performance requirements, technical, security, Contracting, and financial aspects of the PA;
- 5.5.2. Developing, updating, and executing the Project Plan;
- 5.5.3. Referring any issues that cannot be resolved by the POs to the PASC, or if none is established, to the PA Participants' ESC representatives;
- 5.5.4. Developing and recommending amendments to the PA to the PASC, or if none is established, to the PA Participants' ESC representatives;
- 5.5.5. Developing and implementing PASC-approved plans to manage and control the transfer of E&M provided by any PA Participant or E&M that is jointly acquired by more than one PA Participant in accordance with Section VIII (Equipment and Material) of this ICE-PPR MOU;
- 5.5.6. Developing and implementing PASC-approved plans for the disposal of jointly acquired E&M under their respective PA in accordance with Section VIII (Equipment and Material) of this ICE-PPR MOU;
- 5.5.7. Carrying out any additional management responsibilities set out in a PA, such as preparing and implementing amendments for the PA to the ICE-PPR MOU, PSI, or CG;
- 5.5.8. Providing a PA status report at least once a year to the PASC, or if none is established, to the PA Participants' ESC representatives, and providing a PA final report through the PASC, or if no PASC is established, to the PA Participants' ESC representatives, six (6) months before the date of expiration of the PA;
- 5.5.9. If necessary, developing the FMPD for a PA, as described in paragraph 6.9. of Section VI (Financial Provisions) of this ICE-PPR MOU, and forwarding it to the PASC, if one is established, or, if no PASC is established, to the PA Participants' ESC representatives, for approval;
- 5.5.10. Forwarding recommendations to the PASC, or if no PASC is established, to the PA Participants' ESC representatives, for the addition of new MOU Participants to their respective PA in accordance with Section XVI (Participation of Additional Nations) of this ICE-PPR MOU;
- 5.5.11. Monitoring export control arrangements required to implement each PA and, if applicable, immediately referring to the PASC, or the PA Participants' ESC

representatives if no PASC is established, any export control issues that could adversely affect the implementation of the PA; and

- 5.5.12. Preparing and forwarding to the PASC, if one is established, or to the PA Participant's ESC representatives if there is no PASC, a PA amendment to the ICE-PPR MOU's PSI and CG, as applicable.
- 5.6. Any additional duties of the POs will be specified in the corresponding PA.
- 5.7. If no PASC is established for a specific PA, then the POs will also be responsible for those PASC responsibilities identified in paragraph 5.4. of this Section.
- 5.8. A CPO may be formed to facilitate management of an individual PA. The structure, responsibilities, and organization of the CPO will be detailed in the corresponding PA.
- 5.9. In accordance with the provisions of a PA concluded under this ICE-PPR MOU that include the provisions set out in Appendix 1 (Assignment of Cooperative Project Personnel) to Annex A (Model Project Arrangement) to this ICE-PPR MOU, a PA Participant may assign CPP to a CPO or to another PA Participant's facilities to assist in the implementation of the PA.
- 5.10. The ESC will establish WGs as necessary to examine areas of mutual interest as defined in Section III (Scope of Work) of this ICE-PPR MOU. The ESC will appoint one WG principal for each WG Participant. The WG principals will manage the overall conduct of the WG, including WG membership, security requirements pursuant to the exchange of Information, and conduct of WG meetings. WG membership will consist of WG principals and other representatives from the WG Participants. A WG Participant may have as many representatives attend WG meetings as its WG principal considers necessary. The location and chair of the meetings will alternate among the WG Participants with the hosting WG Participant providing, without charge, appropriate meeting facilities, including security and administrative support. The WG principals will be responsible for:
  - 5.10.1. Developing and submitting a WG TOR and any required changes to the ESC for approval and signature;
  - 5.10.2. Recommending potential ICE-PPR MOU Activities to the ESC for review and approval;
  - 5.10.3. Interacting with, and providing Information to, other WGs, as directed by the ESC;
  - 5.10.4. Referring issues to the ESC that cannot be resolved at the WG principal level; and
  - 5.10.5. Documenting Information exchanged in support of a WG.

SECTION VI  
FINANCIAL PROVISIONS

- 6.1. Each Participant will contribute its equitable share of the full Financial Costs and Non-financial Costs of each PA, including overhead costs, administrative costs, and costs of claims, and will receive an equitable share of the results of each PA.
- 6.2. The financial provisions for a PA, including the total cost of the PA and each Participant's share of the total cost, will be included in the PA in accordance with Annex A (Model Project Arrangement) to this ICE-PPR MOU.
- 6.3. The PA Participants will perform, or will have performed, their tasks and will use their best efforts to perform the tasks within the cost estimates specified in each PA. Each PA Participant will bear the full Financial Costs and Non-financial Costs it incurs for performing, managing, and administering its own activities under this ICE-PPR MOU and participation in each PA, including its share of the costs of any Contracts under paragraph 6.10. of this Section.
- 6.4. The following costs will be borne entirely by the Participant incurring the costs or on whose behalf the costs are incurred and will not be considered to be part of the total cost of a PA:
  - 6.4.1. Costs associated with national responsibilities at meetings and WGs;
  - 6.4.2. Costs associated with any unique national requirements identified by a Participant; and
  - 6.4.3. Any other costs not expressly stated as shared costs or any other costs outside the scope of this ICE-PPR MOU and its PAs.
- 6.5. For PAs with shared costs that involve the establishment of a CPO with CPP assignments, the PA will address the financial and non-financial contributions required for CPO administration and associated support services including, but not limited to, CPP costs of travel incurred in support of Project efforts, CPP training costs, Contract award, Contract administration, office space, security services, information technology services, communications services, and supplies.
- 6.6. In addition to the shared costs of CPO administration and associated support services costs described in paragraph 6.5. of this Section, the cost of personnel in the CPO or assigned to another PA Participant's facilities will be borne as follows:
  - 6.6.1. The Host Participant will bear the costs of all pay and allowances of Host Participant personnel assigned to the CPO.
  - 6.6.2. The Parent Participant will bear the following CPP-related costs:

- 6.6.2.1. All pay and allowances of CPP assigned to the CPO or to another Participant's facilities;
  - 6.6.2.2. Transportation of the CPP, CPP dependents, and their personal property to the place of assignment in the Host Participant's nation prior to the CPP's commencement of a tour of duty in a CPO or another Participant's facilities, and return transportation of the foregoing from the place of assignment in the Host Participant's nation upon completion or termination of the CPP assignment;
  - 6.6.2.3. Compensation for loss of, or damage to, the personal property of CPP or the CPP's dependents, subject to the laws and regulations of the Parent Participant's Government; and
  - 6.6.2.4. Preparation and shipment of remains and funeral expenses in the event of the death of the CPP or the CPP's dependents.
- 6.7. For PAs without shared costs that involve the assignment of one PA Participant's CPP to the facilities of another PA Participant, the PA Participants will bear the costs as set forth in paragraph 6.6. of this Section, except that the Host Participant will also bear the assignment-related administrative and support costs such as CPP costs of travel incurred in support of a PA, CPP-related training, office space, security services, information technology services, communications services, and supplies.
- 6.8. A PA Participant will promptly notify the other PA Participants if available funds will not be adequate to fulfill its responsibilities as determined under a PA. If a PA Participant notifies the other PA Participants that it is terminating or reducing its funding for a Project, the PA Participants will immediately consult with a view toward continuation on a modified basis.
- 6.9. For each PA, the POs will be responsible for establishing the financial management procedures under which the Project will operate. In the event that one PA Participant contracts on behalf of one or more of the other PA Participants or on behalf of all the PA Participants, those procedures, which will be consistent with the national accounting and auditing requirements of the PA Participants, will be detailed in an FMPD prepared by the POs and subject to the approval of the PASC.
- 6.10. If one PA Participant contracts on behalf of one or more of the other PA Participants or on behalf of all PA Participants, each PA Participant will provide its funds for the applicable Contracts in accordance with its national laws and the estimated schedule of financial contributions contained in the FMPD, which will be consistent with paragraph 6.11. of this Section.

- 6.11. The Participants recognize that, in performing Contracting responsibilities for one or more of the other PA Participants or on behalf of all the PA Participants, it may become necessary for the Contracting PA Participant to incur contractual or other obligations for the benefit of one or more of the PA Participants prior to the receipt of the other PA Participants' funds. In the event that the Contracting PA Participant incurs such contractual or other obligations for another PA Participant, that PA Participant will pay its equitable share of the Contract or other responsibility, and will make such funds available in such amounts and at such times as required by the Contract or other obligation and will pay its share of any damages in accordance with Section XIV (Liabilities and Claims) of this ICE-PPR MOU and its equitable share of any costs that may accrue from the performance or cancellation of the Contract or other responsibility in advance of the time such payments, damages, or costs are due.
- 6.12. Each PA Participant will be responsible for the audit of the procurement activities for which it is responsible under a Project in accordance with its national practices. For PAs under which funds are transferred between or among the PA Participants, the receiving PA Participant will be responsible for the internal audit regarding administration of the other PA Participants' Project funds in accordance with the receiving PA Participant's national practices. Audit reports of such funds will be made available promptly by the receiving PA Participant to the other PA Participants.
- 6.13. For E&MTAs under this ICE-PPR MOU:
  - 6.13.1. There will be no charge for the loan of E&M or for the test report.
  - 6.13.2. Unless otherwise mutually determined in writing by the Participants, each Participant will bear fully all costs it incurs for performing, managing, and administering its activities under the E&MTA.

SECTION VII  
CONTRACTING PROVISIONS

- 7.1. If a PA Participant determines that Contracting is necessary to fulfill that PA Participant's responsibilities under the scope of work of a PA, then that PA Participant will contract in accordance with its respective national laws, regulations, and procedures.
- 7.2. When one PA Participant individually contracts to carry out a task under a PA under this ICE-PPR MOU, it will be solely responsible for its own Contracting, and the other PA Participants will not be subject to any liability arising from such Contracts without their prior written consent.
- 7.3. For all Contracting activities performed by one PA Participant on behalf of one or more of the PA Participants, the POs will, upon request, be provided a copy of all statements of work prior to the issuance of solicitations to ensure that they are consistent with the provisions of this ICE-PPR MOU and the applicable PA. The Contracting Officer will keep the POs advised of all significant developments associated with award and performance of Project Contracts awarded for one or more of the PA Participants, and will keep the POs advised of all financial arrangements with the prime Contractor.
- 7.4. The POs may make use of a PA Participant's Contracting Agency in the event that Contracting on behalf of one or more of the PA Participants is required to implement the PA. The Contracting Agency so used will place Contracts in accordance with its respective national laws, regulations, and procedures with such waivers and deviations from those regulations and procedures as its procedures permit and as deemed necessary to implement the PA. The Contracting PA Participant's Contracting Officer will be the exclusive source for providing contractual direction and instructions to the Contractors for Contracts awarded by that Participant.
- 7.5. For all Contracting activities performed by the PA Participants, each PA Participant's Contracting Agency will insert into its prospective Contracts (and require its Contractors to insert in subcontracts) suitable provisions to satisfy the requirements of this ICE-PPR 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 XX (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of this ICE-PPR MOU, and including export control provisions in accordance with this ICE-PPR MOU, in particular paragraphs 7.6. and 7.7. of this Section. Each PA Participant's Contracting Officer will negotiate to obtain the rights to use and disclose Project Information required by Section IX (Disclosure and Use of Information) of this ICE-PPR MOU. During the Contracting process, each PA Participant's Contracting Officer will advise Prospective Contractors of their responsibility to notify the Contracting Agency, before Contract award, if they are subject to any license or agreement that will restrict their freedom to disclose Information or permit its use. The Contracting Officer will also advise



Prospective Contractors to employ their best efforts not to enter into any new agreement or arrangement that will result in such restrictions.

- 7.6. Each PA Participant will legally bind its Contractors to a requirement that the Contractor will not retransfer or otherwise use export-controlled Information furnished by another PA Participant for any purpose other than the purposes authorized under this ICE-PPR 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 ICE-PPR MOU. Export-controlled Information furnished by one PA Participant under this ICE-PPR MOU may only be retransferred by another PA Participant to its Contractors if the legal responsibilities required by this paragraph have been established.
- 7.7. Each PA Participant will legally bind its Prospective Contractors to a requirement that the Prospective Contractor will not retransfer or otherwise use export-controlled Information furnished by another PA Participant for any purpose other than responding to a solicitation issued in furtherance of the purposes authorized under this ICE-PPR 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 furnished by one PA Participant under this ICE-PPR MOU may only be retransferred by another PA Participant to its Prospective Contractors if the legal responsibilities required by this paragraph have been established. Upon request by the furnishing PA Participant, the receiving PA Participant will identify its Prospective Contractors and prospective subcontractors receiving such export-controlled Information.
- 7.8. In the event a PA 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 ICE-PPR MOU, or is notified by Contractors or Prospective Contractors of any restrictions on the disclosure and use of Project Information, that PA Participant's PO will notify other PA Participants' POs of the restrictions, and the POs will submit the matter to the PASC (or ESC if no PASC is established) for resolution.
- 7.9. Each PA Participant's PO will promptly advise the other PA Participants' POs of any cost growth, schedule changes, delay, or performance problems under any Contract for which its Contracting Agency is responsible.
- 7.10. Upon mutual written consent, consistent with Section II (Objective) of this ICE-PPR MOU, a Participant may contract for the unique national requirements of another Participant.

SECTION VIII  
EQUIPMENT AND MATERIAL

- 8.1. Each Participant may provide E&M identified as being necessary for executing efforts under this ICE-PPR MOU. Such E&M will remain the property of the providing Participant. In accordance with Section V (Management (Organization and Responsibility)) of this ICE-PPR MOU and Annex A (Model Project Arrangement) to this ICE-PPR MOU, a list of all E&M provided by one Participant to another Participant under a PA to this MOU will be developed and maintained by the POs, and approved by the PASC, if a PASC is established, or by the Participants' ESC representatives if no PASC is established. In addition, in accordance with the laws and regulations of the applicable Participants and following the format of Annex C (Model Equipment and Material Transfer Arrangement (E&MTA)) to this ICE-PPR MOU, E&M may be transferred from one Participant to another Participant for test and evaluation purposes. Under an E&MTA, the receiving Participant will provide the providing Participant a final report, as reflected in Annex C (Model Equipment and Material Transfer Arrangement (E&MTA)) to this ICE-PPR MOU.
- 8.2. The receiving Participant will maintain any such 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 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 its replacement value, which will be computed pursuant to the providing Participant's national laws and regulations. If the E&M is lost 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 and regulations. If known at the time of entry into effect, the replacement value of the E&M will be specified in the PA or E&MTA.
- 8.3. The providing Participant will deliver E&M to the receiving Participant at a mutually determined location. Possession of 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 is the responsibility of the receiving Participant unless otherwise specified in the applicable PA or E&MTA.
- 8.4. All E&M that is transferred will be used by the receiving Participant only for the purposes of carrying out a 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 ICE-PPR MOU, E&M will not be re-transferred or sold to a Third Party without the prior written consent of the providing Participant.

- 8.5. E&M transferred to another Participant under a PA or E&MTA will be returned to the providing Participant prior to the termination or expiration of that PA or E&MTA, subject to paragraph 8.2. of this Section.
- 8.6. Any E&M that is jointly acquired on behalf of one or more of the Participants for use under a PA will be disposed of during the PA or when the PA ceases, as determined by the PASC, or if no PASC is established, by the PA Participants' ESC representatives.
- 8.7. Disposal of jointly acquired E&M may include a transfer of the interest of one Participant in such E&M to another Participant, or the sale of such E&M to a Third Party in accordance with Section XIII (Third Party Sales and Transfers) of this ICE-PPR MOU. The PA Participants will share the consideration from jointly acquired E&M transferred or sold to a Third Party in the same ratio as costs are shared under the applicable PA.

SECTION IX  
DISCLOSURE AND USE OF INFORMATION

9.1. General

- 9.1.1. The Participants recognize that successful collaboration depends on full and prompt exchange of Information necessary for carrying out each PA or any other ICE-PPR MOU Activity. The Participants intend to acquire sufficient Information and rights to use such Information to enable collaboration on basic, exploratory, and advanced technologies, the maturation of which may lead to the development of technologically superior systems. The nature and amount of Information to be acquired will be consistent with this ICE-PPR MOU and the objectives stated in the sections concerning the objectives and scope of work in the applicable PA.
- 9.1.2. The following export control provisions will apply to the transfer of Information furnished or generated under this ICE-PPR MOU:
- 9.1.2.1. Transfer of such Information will be consistent with the furnishing Participant's applicable export control laws and regulations.
- 9.1.2.2. Unless otherwise restricted by duly authorized officials of the furnishing Participant at the time of transfer to another Participant, all export-controlled Information furnished by one Participant to another Participant may be retransferred to another Participant's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors, subject to the requirements of paragraphs 7.6. and 7.7. of Section VII (Contracting Provisions) of this ICE-PPR MOU.
- 9.1.2.3. Export-controlled Information may be furnished 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 a PA or E&MTA under this ICE-PPR MOU, subject to the conditions established in licenses or other approvals issued by the Government of the furnishing Participant in accordance with its applicable export control laws and regulations.
- 9.1.2.4. If a Participant finds it necessary to exercise a restriction on the retransfer of export-controlled Information as set out in subparagraph 9.1.2.2. of this Section, it will promptly inform the other Participants. If a restriction is then exercised and the affected Participant objects, that Participant's PASC representative (or PO, if no PASC is established under a PA, or point of contact in the case of an E&MTA) will promptly notify the other Participant's PASC representative (or PO, if no PASC is established, or

point of contact in the case of an E&MTA), and they will immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects.

9.1.3. Pursuant to paragraphs 3.5. and 3.6. of Section III (Scope of Work) of this ICE-PPR MOU, the Participants may exchange Information under this ICE-PPR MOU for the objectives of harmonizing the Participants' requirements and formulating, developing, and negotiating potential PAs and E&MTAs. The Participant furnishing such Information will clearly indicate to the receiving Participant that it is furnishing such Information for such objectives. Until a PA is signed, or if no PA is signed, a Participant may use Information received pursuant to paragraphs 3.5. and 3.6. of Section III (Scope of Work) of this ICE-PPR MOU only for information and evaluation purposes and will not disclose or transfer such Information to a Third Party. The receiving Participant will not disclose Information to Contractors or any other persons, other than its Contractor Support Personnel, without the specific prior written consent of the furnishing Participant.

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

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

9.1.4.2. Under each E&MTA, the Participant receiving the transferred E&M from the other Participant will provide, without charge, a test report concerning the test and evaluation of the E&M to the other Participant, which may use, or have used, the test report for Defense Purposes. The Participant receiving the transferred E&M may use, or have used, the test report and other Information generated in the test and evaluation of the E&M for Defense Purposes.

9.1.4.3. Export-controlled Information provided by one Participant to another Participant will be marked with the appropriate export control markings of the providing Participant.

9.2. Government Project Foreground Information

9.2.1. Disclosure: All Project Foreground Information generated by a PA Participant's military or civilian employees (hereinafter referred to as "Government Project Foreground Information") will be disclosed promptly and without charge to the other PA Participants.

9.2.2. Use: Each PA Participant may use, or have used, all Government Project Foreground Information without charge for Defense Purposes. The PA Participant generating Government Project Foreground Information will also retain all its rights of use thereto. Any sale or other transfer to a Third Party will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this ICE-PPR MOU.

### 9.3. Government Project Background Information

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

9.3.1.1. Such Government Project Background Information is necessary to or useful in a specific Project, with the PA Participant in possession of the Information determining, after consulting with the requesting PA Participant, whether it is “necessary to” or “useful in” the Project;

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

9.3.1.3. Disclosure of such Government Project Background Information is consistent with national disclosure policies and regulations of the furnishing PA Participant; and

9.3.1.4. Any disclosure or transfer of such Government Project Background Information to Contractors is consistent with the furnishing PA Participant’s export control laws and regulations.

9.3.2. Use: Government Project Background Information furnished by one PA Participant to the requesting PA Participants may be used without charge by or for the requesting PA Participants for Project purposes. However, subject to Intellectual Property rights held by entities other than the PA Participants, such Government Project Background Information may be used for Defense Purposes by the requesting PA Participants, without charge, when such Information is necessary for the use of Project Foreground Information. The furnishing PA Participant, in consultation with the other PA Participants, will determine whether the Government Project Background Information is necessary for the use of Project Foreground Information. The furnishing PA Participant will retain all its rights with respect to such Government Project Background Information.

### 9.4. Contractor Project Foreground Information

- 9.4.1. Disclosure: Project Foreground Information generated and delivered by Contractors (hereinafter referred to as “Contractor Project Foreground Information”) will be disclosed promptly and without charge to the other PA Participants.
- 9.4.2. Use: Each PA Participant may use or have used without charge for Defense Purposes all Contractor Project Foreground Information generated and delivered by Contractors of the PA Participants. The PA Participant whose Contractors generate and deliver Contractor Project Foreground Information will retain all its rights of use thereto in accordance with the applicable Contracts. Any sale or other transfer to a Third Party of Contractor Project Foreground Information will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this ICE-PPR MOU.

9.5. Contractor Project Background Information

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

- 9.5.1.1. Such Contractor Project Background Information is necessary to or useful in a specific Project, with the PA Participant in possession of the Contractor Project Background Information determining, after consultation with the requesting PA Participant, whether it is “necessary to” or “useful in” the Project;
- 9.5.1.2. The rights of holders of Intellectual Property are not infringed;
- 9.5.1.3. Disclosure of such Contractor Project Background Information is consistent with national disclosure policies and regulations of the furnishing PA Participant; and
- 9.5.1.4. Any disclosure or transfer of such Contractor Project Background Information to Contractors is consistent with the furnishing PA Participant’s export control laws and regulations.

9.5.2. Use:

- 9.5.2.1. All Contractor Project Background Information delivered by Contractors under Contracts awarded in accordance with a PA under this ICE-PPR MOU may be used by or for the receiving PA Participants, without charge, for Project purposes,

subject to any restrictions by holders of Intellectual Property rights other than the PA 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 Participants for Defense Purposes, subject to the terms of the Contract.

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

#### 9.6. Alternative Uses of Project Information

- 9.6.1. Any Project Background Information provided by one PA Participant will be used by the other PA Participants only for the purposes set forth in this ICE-PPR MOU, unless otherwise consented to in writing by the providing PA Participant.
- 9.6.2. The prior written consent of each PA Participant will be required for the use of Project Foreground Information for purposes other than those provided for in this ICE-PPR MOU.

#### 9.7. Proprietary Information

- 9.7.1. All Information that is subject to disclosure and use restrictions with respect to Intellectual Property rights will be identified and marked, and it will be handled as Controlled Unclassified Information or as Classified Information, depending on its security classification.
- 9.7.2. The PSI will contain such provisions as are necessary, in accordance with the terms of applicable multilateral or bilateral treaties, arrangements, and agreements among or between the Participants, to ensure the protected communication of Information that is subject to Intellectual Property rights.

#### 9.8. Inventions and Patents



- 9.8.1. Each PA Participant will include in all its Contracts for a Project a provision governing the disposition of rights in regard to Project Inventions and Patent rights relating thereto that either:
  - 9.8.1.1. Provides that the PA Participant will hold title to all such Project Inventions together with the right to make Patent applications for the same, free of encumbrance from the Contractor concerned; or
  - 9.8.1.2. Provides that the Contractor will hold title (or may elect to retain title) for such Project Inventions together with the right to make Patent applications for the same, while securing for the PA Participants a license for the Project Inventions, and any Patents thereto, on terms in compliance with the provisions of subparagraph 9.8.2. of this Section.
- 9.8.2. In the event that a Contractor owns title (or elects to retain title) to any Project Invention, the Contracting PA Participant will secure for the other PA Participants non-exclusive, irrevocable, royalty-free licenses under all Patents secured for that invention, to practice or have practiced the patented Project Invention throughout the world for Defense Purposes.
- 9.8.3. The provisions of subparagraphs 9.8.4. through 9.8.7. of this Section will apply in regard to Patent rights for all Project Inventions made by the Participants' military or civilian employees, including those within Government-owned facilities, and for all Project Inventions made by Contractors for which the Contracting PA Participant holds title or is entitled to acquire title.
- 9.8.4. When a Participant has secured or can secure the right to file a Patent application with regard to a Project Invention, then that Participant will consult with the other Participants regarding the filing of such Patent application. The Participant that has or receives title to such Project Invention will, in other countries, file, cause to be filed, or provide the other Participants with the opportunity to file on behalf of the Participant holding title, Patent applications covering that Project Invention. A Participant will immediately notify the other Participants that a Patent application has been filed. If a 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 Participant will notify the other Participants of that decision and permit the other Participants to continue the prosecution or maintain the Patent as the case may be.
- 9.8.5. Each Participant will be furnished with copies of Patent applications filed and Patents granted with regard to Project Inventions.

- 9.8.6. Each Participant will grant to the other Participants a non-exclusive, irrevocable, royalty-free license under its Patents for Project Inventions, to practice or have practiced the Project Invention throughout the world for Defense Purposes.
- 9.8.7. Patent applications to be filed, or assertions of other Intellectual Property rights, under this ICE-PPR MOU that contain Classified Information will be protected and safeguarded in accordance with the provisions of Section XII (Security) of this ICE-PPR MOU.
- 9.9. Each PA Participant will notify other PA Participants of any Intellectual Property infringement claims brought against that PA Participant arising in the course of work performed under a Project on behalf of another PA Participant. Insofar as possible, the other applicable PA Participant will provide Information available to it that may assist in defending such claims. Each PA Participant will be responsible for handling such Intellectual Property infringement claims brought against it, and will consult with the other PA Participants during the handling, and prior to any settlement, of such claims. The PA Participants will share the costs of resolving such Intellectual Property infringement claims in proportion to their financial contributions for that work specified in the section concerning financial provisions in the applicable PA under this ICE-PPR MOU.
- 9.10. The Participants will, as permitted by their national laws, regulations, and practices, give their authorization and consent for all use and manufacture in the course of work performed under a Project of any Project Invention covered by Patent, or as determined to be necessary for work under the Project, authorization and consent for non-commercial copyright, granted or otherwise provided by their respective countries.

SECTION X  
CONTROLLED UNCLASSIFIED INFORMATION

- 10.1. Except as otherwise provided in this ICE-PPR MOU or as authorized in writing by the originating Participant, Controlled Unclassified Information (CUI) provided or generated pursuant to this ICE-PPR MOU and any of its PAs or E&MTAs will be controlled as follows:
  - 10.1.1. Such Information will be used only for the purposes authorized for use of Information as specified in Section IX (Disclosure and Use of Information) of this ICE-PPR 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 ICE-PPR MOU.
  - 10.1.3. Each Participant will take all lawful steps available to it, including national classification, 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, 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 PSI, the PSI supplement for the applicable PA or E&MTA, or other appropriate Project documentation, such as a Project Plan, for the applicable PA. 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 PSI, the PSI supplement for the applicable PA or E&MTA, or other appropriate Project documentation, such as a Project Plan, for the applicable PA.
- 10.3. CUI provided or generated pursuant to this ICE-PPR MOU and any of its PAs or E&MTAs 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 or Prospective Contractors, the Participants will ensure that the Contractors or Prospective 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 industrial facilities by employees of the other Participants or by employees of the other Participants' Contractors or Prospective Contractors provided that the visit is authorized by the sending and receiving Participants and the employees have any 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 visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this ICE-PPR MOU.
- 11.3. Requests for visits by personnel of one 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 ICE-PPR MOU and applicable Project or other ICE-PPR MOU Activity.
- 11.4. Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participants will be submitted through official channels in accordance with recurring international visit procedures.

SECTION XII  
SECURITY

- 12.1. All Classified Information provided or generated pursuant to this ICE-PPR MOU and any of its PAs or E&MTAs will be stored, handled, transmitted, safeguarded, and disposed of in accordance with applicable general security agreements or other international agreements or arrangements between or among the Participants, or their governments, and the Participants' national security laws and regulations.
- 12.2. Classified Information will be transferred only through official government-to-government channels or through channels approved by the DSAs of the Participants. Such Classified Information 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 ICE-PPR MOU and the applicable PA, E&MTA, or any other ICE-PPR MOU Activity.
- 12.3. Each Participant will take all lawful steps available to it to ensure that Classified Information provided or generated pursuant to this ICE-PPR MOU and its PAs, E&MTAs, or any other ICE-PPR MOU Activity is protected from further disclosure, except as permitted by this Section, unless the other Participants, as applicable, consent to such disclosure. Accordingly, each Participant will ensure that the recipient:
  - 12.3.1. Will not release the Classified Information to a Third Party except as permitted under the procedures set forth in Section XIII (Third Party Sales and Transfers) of this ICE-PPR MOU.
  - 12.3.2. Will not use the Classified Information for other than the purposes provided for in this ICE-PPR MOU and any of its PAs, E&MTAs, or any other ICE-PPR MOU Activity.
  - 12.3.3. Will comply with any distribution and access restrictions on Classified Information that are provided for under this ICE-PPR MOU and its PAs, E&MTAs, or any other ICE-PPR MOU Activity.
- 12.4. The Participants will investigate all cases in which it is known or when there are grounds for suspecting that Classified Information provided or generated pursuant to this ICE-PPR MOU and its PAs, E&MTAs, or any other ICE-PPR MOU Activity 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, of the final results of the investigation and of the corrective action taken to preclude recurrence.
- 12.5. If a PA or E&MTA will involve Classified Information or Controlled Unclassified Information, the POs or E&MTA points of contact will prepare supplements to the ICE-PPR MOU's PSI and CG for the Project or E&MTA. The PSI and the CG supplements will describe the methods by which Classified Information will be classified, marked, used, transmitted, and safeguarded, and will require that markings for all export-controlled

Information will include the applicable export control markings identified in the PSI supplement in accordance with paragraph 10.2. of Section X (Controlled Unclassified Information) of this ICE-PPR MOU. The PSI and CG supplements will be developed by the POs or E&MTA points of contact within three months after the applicable PA or E&MTA enters into effect. They will be reviewed and forwarded through the PASC if one is established, or if no PASC is established, through the PA Participants' ESC representatives, to the PA Participants' DSAs for approval and will be applicable to all Government and Contractor personnel participating in the PA or E&MTA. The CG supplement will be subject to regular review and revision with the aim of downgrading the classification whenever this is appropriate. The PSI and the CG supplements will be approved by the appropriate DSAs prior to the transfer of any Classified Information or Controlled Unclassified Information.

- 12.6. The DSA of the Participant that awards a classified Contract will assume responsibility for administering within its territory security measures for the protection of the Classified Information, in accordance with its national laws and regulations. Prior to the release to a Contractor, Prospective Contractor, or subcontractor of any Classified Information received under this ICE-PPR MOU and its PAs or E&MTAs, the DSAs or their designees will:
  - 12.6.1. Ensure that such Contractor, Prospective Contractor, or subcontractor (and its facilities) has the capability to protect the Classified Information adequately;
  - 12.6.2. Grant a security clearance to the facilities, if appropriate;
  - 12.6.3. Grant a security clearance for all personnel with duties that require access to Classified Information, if appropriate;
  - 12.6.4. Ensure that all persons having access to the Classified Information are informed of their responsibilities to protect the Classified Information in accordance with national security laws and regulations and the provisions of this ICE-PPR MOU;
  - 12.6.5. Carry out periodic security inspections of cleared facilities to ensure that the Classified Information is properly protected; and
  - 12.6.6. Ensure that access to the Classified Information is limited to those persons who have a need-to-know for purposes of this ICE-PPR MOU and its PAs or E&MTAs.
- 12.7. Contractors, Prospective Contractors, or subcontractors that are determined by DSAs to be under financial, administrative, policy, or management control of nationals or entities of a Third Party, may participate in a Contract or subcontract requiring access to Classified Information provided or generated pursuant to this ICE-PPR MOU and its PAs or E&MTAs only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party will not have access to Classified Information. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the other Participants will be consulted for approval prior to permitting such access.

- 12.8. For any facility wherein Classified Information is to be used, the responsible Participant or Contractor will approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the Information pertaining to this ICE-PPR MOU and its PAs or E&MTAs. These officials will be responsible for limiting access to Classified Information involved in this ICE-PPR MOU and its ICE-PPR MOU Activities to those persons who have been properly approved for access and have a need-to-know.
- 12.9. Each Participant will ensure that access to the Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information in order to participate in this ICE-PPR MOU and any ICE-PPR MOU Activities.
- 12.10. Information provided or generated pursuant to this ICE-PPR MOU and its ICE-PPR MOU Activities may be classified as high as SECRET. The existence of this ICE-PPR MOU is unclassified, and the contents are unclassified. The classification of the existence of a PA or E&MTA and its contents will be stated in the PA or E&MTA.

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 Project Foreground Information, any item produced either wholly or in part from Project Foreground Information, jointly acquired or produced E&M, or Information generated under an E&MTA to any Third Party without the prior written consent of the Governments of the other Participants. Furthermore, the Participants will not permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of the Governments of the other Participants. Such consent will not be given unless the government of the intended recipient confirms in writing with the Participants that it will:
- 13.1.1. Not retransfer, or permit the further retransfer of, any E&M or Information provided; and
- 13.1.2. Use, or permit the use of, the E&M or Information provided only for the purposes specified by the Participants.
- 13.2. Each Participant will retain the right to sell, transfer title to, disclose, or transfer possession of Project Foreground Information or any item produced either wholly, or in part, from Project Foreground Information:
- 13.2.1. That is generated solely by that Participant or that Participant's Contractors in the performance of that Participant's work allocation under a PA; and
- 13.2.2. That does not include any Project Foreground Information or Project Background Information of another Participant and whose generation, test, or evaluation has not relied on the use of E&M of another Participant.
- 13.3. In the event questions arise whether the Project Foreground Information (or any item produced either wholly or in part from the Project 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 Participant's PO. The Participants will resolve the matter prior to any sale or other transfer of such Project Foreground Information (or any item produced either wholly or in part from the Project Foreground Information) to a Third Party.
- 13.4. The Participants will not sell, transfer title to, disclose, or transfer possession of E&M or Project Background Information provided by another Participant to any Third Party without the prior written consent of the Government of the Participant that provided such E&M or Information. Furthermore, a Participant will not sell, transfer title to, disclose, or transfer possession of any Information provided by another Participant under an E&MTA that was not generated under that E&MTA without the prior written consent of the Government of



the other Participant that provided such Information. The providing Participant's Government will be solely responsible for authorizing the transfers described in this paragraph and, as applicable, specifying the method and provisions for implementing such transfers.

SECTION XIV  
LIABILITY AND CLAIMS

- 14.1. For liability arising out of, or in connection with, activities carried out in the performance of official duty in the execution of this ICE-PPR 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 the terms of applicable multilateral or bilateral treaties, arrangements, and agreements among or between the Participants.
  - 14.1.2. For those claims for which multilateral or bilateral treaties, arrangements, or agreements do not apply, the following provisions will apply:
    - 14.1.2.1. With the exception of claims for loss of or damage to E&M, which are addressed in Section VIII (Equipment and Material) of this ICE-PPR MOU, each Participant waives all claims against the other Participants in respect to 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 E&M) caused by such personnel of another Participant. However, if the Participants determine that such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's military or civilian personnel, the costs of any liability will be borne by that Participant alone.
    - 14.1.2.2. Claims from any other persons 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 determined by the Participants. Any costs determined to be owed the claimant will be borne by the Participants in the same ratios as their financial and non-financial contributions specified in the PA under this ICE-PPR MOU. However, if, after consultation, the Participants determine that such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's military or civilian personnel, the costs of any liability will be borne by that Participant alone.
    - 14.1.2.3. For liability arising out of, or in connection with, activities carried out in the performance of official duty in the execution of an E&MTA under this ICE-PPR MOU, the following provisions will apply:
      - 14.1.2.3.1. With the exception of claims for loss of or damage to E&M transferred under the E&MTA, which are addressed in Section VIII (Equipment and Material) of

this ICE-PPR MOU, each Participant waives all claims against the other Participants 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 the E&M.

- 14.1.2.3.2. A Participant will not seek indemnification from another 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.
- 14.2. If a person or entity, other than the Participants' military or civilian personnel, damages E&M jointly acquired under a PA, and the cost of making good such damage is not recoverable from such person or entity, such cost will be borne by the Participants in the same ratios as their financial and non-financial contributions specified in the PA under this ICE-PPR MOU.
- 14.3. Claims arising under any Contract awarded under this ICE-PPR MOU will be resolved in accordance with the provisions of the Contract.
- 14.4. Employees and agents of Contractors are not considered civilian personnel of a Participant for the purposes of 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 and regulations 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 under each PA or E&MTA under this ICE-PPR 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 carried out under each PA or E&MTA under this ICE-PPR MOU. If any such duties, taxes, or similar charges are levied in connection with a Project, the Participant in whose country they are levied will bear such costs over and above that Participant's shared costs of the Project.
- 15.3. If, in order to comply with European Union (EU) regulations, it is necessary to levy duties, then such duties will be paid by the EU member end recipient. As such, any equipment and/or material coming from outside the EU will proceed to its final destination accompanied by the relevant customs documents. The duties will be paid by the EU member end recipient as an additional cost of the PA.

SECTION XVI  
PARTICIPATION OF ADDITIONAL NATIONS

- 16.1. It is recognized that other national defense organizations may wish to join this ICE-PPR MOU and its PAs.
- 16.2. The unanimous consent of the Participants will be required to conduct discussions with potential additional Participants. The Participants will discuss the arrangements under which another Participant might join, including the furnishing of releasable Project Information for evaluation prior to joining. If the disclosure of Project Information is necessary to conduct discussions, such disclosure will be 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 ICE-PPR MOU.
- 16.3. No potential additional Participants may join in an existing PA without joining this ICE-PPR MOU.
- 16.4. If an ICE-PPR MOU Participant wishes to become an additional PA Participant in a specific PA, unanimous consent of the PA Participants will be required to conduct discussions with that ICE-PPR MOU Participant, including discussions about the furnishing of releasable Project Information for evaluation prior to joining. If the disclosure of Project Information is necessary to conduct discussions, such disclosure will be 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 ICE-PPR MOU and the corresponding PA provisions.
- 16.5. The Participants will unanimously formulate the provisions under which additional Participants might join. The addition of new Participants to the ICE-PPR MOU will require amendment of this ICE-PPR MOU by the Participants. The addition of a PA Participant to a PA under this ICE-PPR MOU will require amendment of that PA by the PA Participants.

SECTION XVII  
SETTLEMENT OF DISPUTES

- 17.1. Disputes between or among the Participants arising under or relating to this ICE-PPR MOU and any of its PAs or E&MTAs will be resolved only by consultation between or among the relevant Participants and will not be referred to a national court, an international tribunal, or to any another person or entity for settlement.

SECTION XVIII  
LANGUAGE

- 18.1. The working language for this ICE-PPR MOU and its ICE-PPR MOU Activities will be the English language.
- 18.2. All Information generated or exchanged under this ICE-PPR MOU and its ICE-PPR MOU Activities, and any Contract awarded under a PA and provided by one Participant to another Participant, will be furnished in the English language.

SECTION XIX  
GENERAL PROVISIONS

- 19.1. All ICE-PPR MOU Activities of the Participants will be carried out in accordance with their respective national laws and regulations, including their respective export control laws and regulations. The responsibilities of the Participants will be subject to the availability of funds for such purposes.
- 19.2. In the event of a conflict between a Section of this ICE-PPR MOU and any Annex to this ICE-PPR MOU, the Section of the MOU will govern.
- 19.3. In the event of a conflict between the provisions of this ICE-PPR MOU and any PA or E&MTA established pursuant to this ICE-PPR MOU, the provisions of this ICE-PPR MOU will govern.
- 19.4. No requirement will be imposed by any Participant for work sharing or other industrial or commercial compensation in connection with this ICE-PPR MOU or its PAs that is not in accordance with this ICE-PPR MOU or its PAs.



## SECTION XX

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

- 20.1. This ICE-PPR MOU and its Annexes may be amended by the unanimous written consent of all the Participants. PAs or E&MTAs under this ICE-PPR MOU may be amended by the unanimous written consent of the PA or E&MTA Participants. Appendices to the PAs may be amended by the PA Participants' ESC Representatives except for Appendix 1 (Assignment of Cooperative Project Personnel) to Annex A (Model Project Arrangement) to this ICE-PPR MOU, which may be amended only by the Participants. Amendments to the Appendices of a PA by the ESC will be consistent with the Sections of the PA.
- 20.2. This ICE-PPR MOU may be terminated at any time upon the unanimous written consent of all the Participants. In the event the Participants unanimously consent to terminate this ICE-PPR MOU, the Participants will consult prior to the date of termination to ensure termination in the most economical and equitable manner. ICE-PPR MOU termination or expiration will result in the automatic termination of all ICE-PPR MOU Activities.
- 20.3. Individual PAs under this ICE-PPR MOU may be terminated at any time upon the unanimous written consent of all the PA Participants. Either PA Participant in a bilateral PA may terminate that PA upon ninety (90) days' written notification to the other PA Participant of its intent to terminate. In the event the PA Participants mutually consent to terminate a multilateral PA or bilateral PA, or a PA Participant in a bilateral PA decides to terminate that PA, the PA Participants will consult with one another prior to the date of termination to ensure termination in the most economical and equitable manner.
- 20.4. An E&MTA may be terminated at any time in accordance with the following provisions:
  - 20.4.1. Through the mutual written consent of the authorized representatives of the Participants;
  - 20.4.2. Unilaterally by the receiving Participant on one hundred and twenty (120) days' written notice to the providing Participant; or
  - 20.4.3. Unilaterally by the providing Participant at any time, allowing a reasonable time for the receiving Participant to return the relevant E&M.
- 20.5. In the event of a termination of this ICE-PPR MOU or any of its PAs or E&MTAs, the following will apply:
  - 20.5.1. The Participants will continue participation, financial or otherwise, in the ICE-PPR MOU or the relevant PAs or E&MTAs affected by the notification of termination, up to the effective date of termination.

- 20.5.2. Except as to Contracts awarded on behalf of other PA Participants, each PA Participant will be responsible for its own Project-related costs associated with PA termination. For Contracts awarded on behalf of other PA Participants, the PA Participant responsible for terminating the Project will pay all Contract modification or cancellation costs that would not otherwise have been incurred but for the decision to terminate.
- 20.5.3. All Information and rights therein received under the provisions of this ICE-PPR MOU and its PAs and E&MTAs prior to termination of this ICE-PPR MOU or its PAs and E&MTAs will be retained by the Participants, subject to the provisions of this ICE-PPR MOU and its PAs and E&MTAs.
- 20.5.4. If requested by the other Participants, the terminating Participant may continue to administer the Project Contracts that it awarded on behalf of the other Participants on a reimbursable basis.
- 20.6. Any Participant may withdraw from this ICE-PPR MOU upon ninety (90) days' written notification to the other Participants. Such withdrawal will automatically result in the former ICE-PPR MOU Participant's withdrawal from all PAs to which it is a signatory and termination of all E&MTAs to which it is a signatory. A PA Participant may choose to withdraw from a PA without withdrawing from this ICE-PPR MOU; withdrawal from a PA is subject to ninety (90) days' written notice to the other PA Participants. An E&MTA Participant may choose to terminate an E&MTA without withdrawing from this ICE-PPR MOU; termination of an E&MTA will be subject to the provisions of paragraph 20.4. of this Section. Notice of withdrawal from either this ICE-PPR MOU or its PAs will be the subject of immediate consultation by the ESC (in the case of this ICE-PPR MOU) or ESC representatives of the PA Participants and the PASC, if one was established (in the case of a PA), to decide upon the appropriate course of action. In the event of withdrawal from this ICE-PPR MOU, from a PA under this ICE-PPR MOU, or termination of its E&MTAs as a result of withdrawal from this MOU, the following will apply:
- 20.6.1. The withdrawing Participant will continue participation, financial or otherwise, up to the effective date of withdrawal from this ICE-PPR MOU, or PA, or E&MTA termination, as applicable.
- 20.6.2. Except as to Contracts awarded on behalf of the PA Participants under a PA, each PA Participant will be responsible for its own Project-related costs associated with withdrawal of a PA Participant. For Contracts awarded on behalf of other PA Participants under a PA, the withdrawing PA Participant will pay all Contract modification or cancellation costs that would not otherwise have been incurred but for the decision to withdraw. The remaining PA Participants will immediately consult with a view toward amending the PA and continuing the Contract.

- 20.6.3. All Information and rights therein received under the provisions of this ICE-PPR MOU and its PAs or E&MTAs prior to the withdrawal of a Participant will be retained by the Participants or PA or E&MTA Participants, as applicable, subject to the provisions of this ICE-PPR MOU and its PAs or E&MTAs.
- 20.6.4. If requested by the other Participants, the withdrawing Participant may continue to administer the Project Contracts that it awarded on behalf of the other Participants on a reimbursable basis.
- 20.7. The respective benefits 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 (Liability and Claims), Section XVII (Settlement of Disputes), and this Section XX (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of this ICE-PPR MOU will continue to apply notwithstanding termination or expiration of this ICE-PPR MOU or its PAs, or E&MTAs, or a withdrawal of a Participant from this ICE-PPR MOU or its PAs or E&MTAs.
- 20.8. This ICE-PPR MOU, which consists of twenty (20) Sections and three (3) Annexes, will enter into effect upon signature by all the Participants and will remain in effect for twenty-five (25) years. This ICE-PPR MOU may be extended by unanimous written consent of all the Participants.

The undersigned, being duly authorized by their respective Participants, have signed this ICE-PPR MOU.

Signed, in seven (7) copies in the English language.

FOR THE DEPARTMENT OF  
NATIONAL DEFENCE OF CANADA



Signature

Isabelle Desmartis

Name

ADM(S&T)

Title

16 June 2020

Date

Ottawa, Ontario, Canada

Location

FOR THE MINISTRY OF DEFENCE OF  
THE KINGDOM OF DENMARK



Signature

Name FLEMMING LENTFER

Title LIEUTENANT GENERAL,  
DIRECTOR DALO

Date JUNE 30, 2020

Location BALLERUP, DENMARK

FOR THE MINISTRY OF DEFENCE OF  
THE REPUBLIC OF FINLAND

Signature



Raimo Jyväsjärvi

Name

National Armaments Director

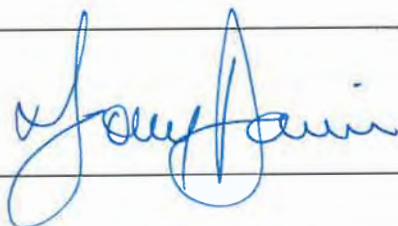
Title

27 November 2020

Date


Helsinki, Finland

Location

FOR THE NEW ZEALAND DEFENCE FORCE	
Signature	
Name	T DAVIES
Title	Vice Chief of Defence .
Date	22 Sep 20
Location	Wellington .

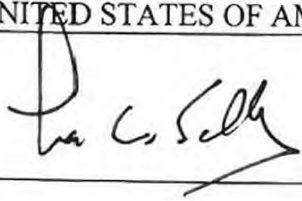
FOR THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY	
Signature	<i>Odd Harald Hagen</i>
Name	ODD-HARALD HAGEN
Title	MAJ. GEN
Date	3/7-2020
Location	Oslo



FOR THE GOVERNMENT OF THE KINGDOM OF SWEDEN
 Signature
Mr. Michael Cherinet Name
Deputy Director General, Head of Department for Acquisition, Research & Development, Ministry of Defence Title
6 October 2020 Date
Stockholm Location

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

Signature



L. C. SELBY

Name

Chief of Naval Research

Title

Date

31 AUG 2020

Office of Naval Research  
875 North Randolph Street  
Arlington, VA 22203-1995

Location

**ANNEX A**  
**MODEL PROJECT ARRANGEMENT**  
PROJECT ARRANGEMENT (PA) XX-NN-nnnn\*  
BETWEEN *(or AMONG)*  
*(Delete non-participating Participants)*

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  
CONCERNING  
**(FULL DESIGNATION OF THE PROJECT)**  
(Short Title: \_\_\_\_\_)

\* **The Project Arrangement Numbers will be structured as follows:**

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

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XII	ENTRY INTO EFFECT, DURATION, AMENDMENT, AND TERMINATION
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INTRODUCTION

This Project Arrangement (PA) is entered into pursuant to 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 Defense 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 on **(date)**.

The PA Participants of this PA are: *(List the Participants to this PA, e.g., CAN DND, DEN MOD, etc.)*.

SECTION I  
DEFINITION OF TERMS AND ABBREVIATIONS

**(Define only those terms used in this PA that have not been defined in the ICE-PPR MOU.)**

SECTION II  
OBJECTIVES

2.1. The objectives of this \_\_\_\_\_ PA are:

**(For example:**

2.1.1. The development of \_\_\_\_\_  
\_\_\_\_\_ ; and

2.1.2. The improvement of \_\_\_\_\_  
\_\_\_\_\_.)

SECTION III  
SCOPE OF WORK

3.1. The following work will be carried out under this PA:

**(For example:**

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 will be as follows:

**(For example:**

4.1.1. The CAN DND will \_\_\_\_\_  
\_\_\_\_\_.

4.1.2. The DEN MOD will \_\_\_\_\_  
\_\_\_\_\_.

4.1.3. The FIN MOD will \_\_\_\_\_  
\_\_\_\_\_.

4.1.4. The NZDF will \_\_\_\_\_  
\_\_\_\_\_.

4.1.5. The NOR MOD will \_\_\_\_\_  
\_\_\_\_\_.

4.1.6. The SWE will \_\_\_\_\_  
\_\_\_\_\_.

4.1.7. The U.S. DoD will \_\_\_\_\_  
\_\_\_\_\_.

4.1.8. The U.S. DoD and [one or more of the above PA Participants] will  
jointly \_\_\_\_\_  
\_\_\_\_\_.

4.1.8.x. Prepare a final report of the Project and forward it through the PA Steering  
Committee (PASC) [~~through the PA Steering Committee (PASC)~~  
if no PASC is established] to the PA Participants' Executive Steering

Committee (ESC) representatives six (6) months prior to the expiration date of this PA.

SECTION V  
MANAGEMENT

**(If a PA does not require a PASC, use the following format to set forth how the PA will be managed.)**

**Alternative 1**

5.1. This PA will be directed and administered on behalf of the PA Participants by one Project Officer (PO) from each PA Participant. The POs are:

5.1.1. CAN DND PO:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.1.2. DEN MOD PO:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.1.3. FIN MOD PO:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.1.4. NZDF PO:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_

5.1.5. NOR MOD PO:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.1.6. SWE PO:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.1.7. U.S. DoD PO:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

5.2. Project offices will be established in \_\_\_\_\_ (name of location and PA Participant), and in \_\_\_\_\_ (name of location and PA Participant). (Continue to add each Project office location and PA Participant.) (If a CPO will be established, identify it here.) The POs will be responsible for the management of those tasks listed as national responsibilities in Section IV (Sharing of Tasks) in this PA.

5.3. The Project will proceed according to the schedule in the Project Plan developed and approved by the POs.

5.4. The final report of the Project will be transmitted to the PA Participants' ESC representatives six (6) months prior to the expiration date of this PA.

5.5. Particular Management Procedures:

**(Mention only those additional management responsibilities not covered under Section V (Management (Organization and Responsibility)) of the ICE-PPR MOU.) For example, if Cooperative Project Personnel (CPP) are to be provided by a Parent Participant, the number of CPP and location(s) of assignment for those CPP should be noted in this Section. In this**

regard, if a PA will be administered by a CPO that will include CPP, the following subparagraph should be added:

**5.5.X. A Parent Participant may assign (fill in number) Cooperative Project Personnel (CPP) to the CPO to assist in administering the PA. The Host Participant will provide office space and administrative support to those CPP of the other PA Participant in accordance with the Host Participant’s customary practice. The conduct of the CPP will be subject to the provisions of Appendix 1 (Assignment of Cooperative Project Personnel) to this PA.)**

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

**Alternative 2**

(Note: The PASC member for a PA may be the ESC representative from the respective PA Participant. Consideration should be given to PASC responsibilities applicable to such a PA, and special care should be taken to ensure that PASC responsibilities for that PA do not conflict with the ESC responsibilities for ICE-PPR MOU matters.)

5.1. This PA will be directed and administered on behalf of the PA Participants by an organization consisting of a PASC and one Project Officer (PO) from each PA Participant. The PASC representatives are:

5.1.1. CAN DND Representative:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.1.2. DEN MOD Representative:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.1.3. FIN MOD Representative:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.1.4. NZDF Representative:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.1.5. NOR MOD Representative:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.1.6. SWE Representative:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.1.7. U.S. DoD Representative:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.2. The POs are:

5.2.1. CAN DND PO:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

5.2.2. DEN MOD PO:

\_\_\_\_\_

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.2.3. FIN MOD PO:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.2.4. NZDF PO:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.2.5. NOR MOD PO:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.2.6. SWE PO:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.2.7. U.S. DoD PO:

Title/Position: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 5.3. Project offices will be established in \_\_\_\_\_ (name of location and PA Participant), and in \_\_\_\_\_ (name of location and PA Participant). (Continue to add each Project office location and PA Participant name.) (If a CPO will be established, identify it here). The POs will be responsible for the management of those tasks listed as national responsibilities in Section IV (Sharing of Tasks) of this PA.
- 5.4. The Project will proceed according to the schedule in the Project Plan developed by the POs and approved by the PASC.
- 5.5. The final report of the Project will be transmitted through the PASC to the PA Participants' ESC representatives of this PA at least six (6) months prior to the expiration date of this PA.
- 5.6. Particular Management Procedures:

**(Mention only those additional management responsibilities not covered under Section V (Management (Organization and Responsibility)) of the ICE-PPR MOU. For example, if Cooperative Project Personnel (CPP) are to be provided by a Parent Participant, the number of CPP and location(s) of assignment for those CPP should be noted in this Section. In this regard, if a PA will be administered by a CPO that will include CPP, the following subparagraph should be added:**

**5.6.X. A Parent Participant may assign (fill in number) Cooperative Project Personnel (CPP) to the CPO to assist in administering the PA. The Host Participant will provide office space and administrative support to those CPP of the other Participant in accordance with the Host Participant's customary practice. The conduct of the CPP will be subject to the provisions of Appendix 1 (Assignment of Cooperative Project Personnel) of this PA.)**

## SECTION VI FINANCIAL PROVISIONS

- 6.1. The PA Participants estimate that the cost of performance of the tasks under this PA will not exceed \_\_\_ [specify each currency used for each PA Participant] or \_\_\_ U.S. Dollars.

**(If a PA will involve the assignment of CPP, the PA will include a provision that refers to paragraphs 6.5. through 6.7. of Section VI (Financial Provisions) of the ICE-PPR MOU, identifies which Participant is sending or hosting CPP, and specifies the number of CPP to be assigned. In addition, this PA will include the amount of financial and**

non-financial contributions related to CPP in one of the two alternatives below in this Section.)

(If a PA will not involve one PA Participant Contracting for one or more of the other PA Participants, and no funds will be exchanged between or among the PA Participants, use the following format for the financial arrangements. Both financial and non-financial contributions should be included in the PA Participants' total costs.)

**Alternative 1**

6.1.1. The [PA Participant] tasks will not cost more than: \_\_\_\_\_ [specify currency].

6.1.2. The [additional PA Participant] tasks will not cost more than: \_\_\_\_\_ [specify currency].

6.1.x. The [additional PA Participant] tasks will not cost more than: \_\_\_\_\_ [specify currency].

**Or:**

(If a PA will involve one PA Participant Contracting on behalf of one or more of the other PA Participants, or the PA Participants will transfer or exchange funds between or among them, use the following format for the Financial Provisions.)

**Alternative 2**

(Cost of performance includes Financial and Non-financial Costs.)

6.1.1.

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>PA Participant</b>						
<b>PA Participant</b>						
<b>PA Participant</b>						
<b>Total</b>						

(Using the above table and whatever description is necessary, explain and demonstrate how this PA will be funded. Identify both financial (monetary) and non-financial (Project Background Information, facility use, test, range time, use of Equipment and

**Material, etc.), contributions and identify the amount of funds to be transferred between or among the PA Participants.)**

- 6.2. Cooperative efforts of the PA Participants over and above the mutually determined tasks set forth in Section III (Scope of Work) and Section IV (Sharing of Tasks) of this PA will be subject to amendment to this PA or entry into effect of a new PA.
- 6.3. A Financial Management Procedures Document (FMPD) will be developed by the POs and submitted to the PASC for approval. The FMPD will include, as a minimum, a schedule of contributions, procedures for handling of funds, funding levels by year, and auditing procedures for monetary contributions anticipated for this PA.

SECTION VII  
CONTRACTING PROVISIONS (OPTIONAL)

***Drafting Guidance:***

***As PA Participants may enter into Contracts or other legally binding agreements with Contractors, subcontractors, or Prospective Contractors (e.g., industry, academia, or other private entities, etc.) to carry out their work in accordance with the provisions of the ICE-PPR MOU, insert any Contracting provisions that are necessary in addition to those contained in the ICE-PPR MOU.***

- 7.1. **(Describe the PA Participants' Contracting responsibilities.)**

SECTION VIII  
CLASSIFICATION

- 8.1. The existence of this PA is [*insert classification*] and its contents are [*insert classification*].

**(Only one of the three following possibilities will be selected):**

- 8.2. **No Classified Information will be exchanged under this PA; or**
- 8.2. **The highest level of Classified Information exchanged under this PA is: CONFIDENTIAL; or**
- 8.2. **The highest level of Classified Information exchanged under this PA is: SECRET.)**

SECTION IX  
PRINCIPAL ORGANIZATIONS INVOLVED

9.1. The principal **(insert name(s) of PA Participants)** organizations involved in the implementation of this PA are: **(insert list of PA Participants and their respective facilities/organizations and locations).**

*Drafting Guidance: List the principal organizations and facilities of the PA Participants, as well as any organization and/or agency of a PA Participant’s Government that will be participating in this PA.*

*If an organization/agency of a PA Participant’s Government will be participating in a PA, it must be under the management and direction of that PA Participant, such organization/agency must be listed in this Section, and the following provision must be included:*

9.2. The *[insert name of organization/agency]* of the Government of *[insert name of PA Participant’s Government]* will be participating in this PA under the management and direction of the *[insert name of PA Participant]* as part of the *[insert name of PA Participant]* team. The *[insert name of PA Participant]* will ensure that the *[insert name of organization/agency]* will comply with the provisions of the ICE-PPR 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 XX (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the ICE-PPR MOU. In accordance with paragraph 9.6. of Section IX (Disclosure and Use of Information) of the ICE-PPR MOU, the PA Participants hereby consent to the use by the *[insert name of organization/agency]* of Project Background Information and Project Foreground Information in accordance with the same provisions of Section IX (Disclosure and Use of Information) of the ICE-PPR MOU that apply to the PA Participants.

SECTION X  
EQUIPMENT AND MATERIAL

10.1. In accordance with Section VIII (Equipment and Material) of the ICE-PPR MOU, in the event that the cooperative efforts under this PA require the provision of E&M to a PA Participant, the POs will develop and maintain a list of such E&M in accordance with the following table:

Providing PA Participant	Receiving PA Participant	QTY	Description	Part/ Stock #	Consumables\ Non-Consumables	Estimated Replacement Value



SECTION XI  
SPECIAL PROVISIONS

11.1. All activities of the PA Participants under this PA will be carried out in accordance with their respective national laws and regulations, including their respective export control laws and regulations.

**(Also identify any additional provisions necessary for the implementation of the Project that are particular to the circumstances of this PA and are not otherwise addressed in other PA Sections.)**

SECTION XII  
ENTRY INTO EFFECT, DURATION, AMENDMENT, AND TERMINATION

This \_\_\_\_\_ PA, a Project under 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, which entered into effect (**date**), will enter into effect upon the date of the last signature of the PA Participants and will remain in effect for \_\_\_\_\_ years unless amended or terminated by the PA Participants. A PA Participant may withdraw from this PA in accordance with the provisions of paragraph 20.5. of Section XX (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the ICE-PPR MOU. This PA may be extended by unanimous written consent of the PA Participants.

DONE, in [*# of PA Participants*], in the English language.

FOR THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA
Signature
Name
Title
Date
Location

FOR THE MINISTRY OF DEFENCE OF THE KINGDOM OF DENMARK
Signature
Name
Title
Date
Location

FOR THE MINISTRY OF DEFENCE OF THE REPUBLIC OF FINLAND
Signature
Name
Title
Date
Location

FOR THE NEW ZEALAND DEFENCE FORCE
Signature
Name
Title
Date
Location

FOR THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY
Signature
Name
Title
Date
Location

FOR THE GOVERNMENT OF THE KINGDOM OF SWEDEN
Signature
Name
Title
Date
Location



FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

Signature

Name

Title

Date

Location

## APPENDIX 1

### ASSIGNMENT OF COOPERATIVE PROJECT PERSONNEL

#### 1.0. Purpose and Scope.

- 1.1. This Appendix 1 to the **(title of PA)** Project Arrangement (PA) establishes the provisions that will govern the conduct of Cooperative Project Personnel (CPP) assigned for work in accordance with the ICE-PPR MOU and Section V (Management) of this PA. CPP must be able to perform all the responsibilities assigned to them under this PA. 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 PASC, or in the event no PASC is established, the POs, will determine the length of tour for the positions at the time of initial assignment.
- 1.2. CPP will be assigned to the CPO or to another Participant's facilities for Project work and will report to a supervisor to be identified by the Host Participant. The Host Participant PO will be responsible for the creation of a document describing the duties of each CPP position, which will be subject to approval by the PASC in the event a PASC is established. CPP will not act as liaison officers on behalf of their Parent Participant. CPP may act from time to time on behalf of their respective PASC representatives (or PO as applicable), if the latter so authorizes in writing.
- 1.3. CPP will not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host Participant's Government.

#### 2.0. Security.

- 2.1. The PASC (or POs as applicable) will establish the maximum level of security clearance required, if any, to permit CPP to have access to Classified Information and facilities in which Classified Information is used in accordance with the Project Security Instruction (PSI) and Classification Guide (CG) for the ICE-PPR MOU and the PSI and CG supplements approved for this PA. Access to Classified Information and facilities in which Classified Information is used will be consistent with, and limited by, Section II (Objectives) and Section III (Scope of Work) of this PA, and will be kept to the minimum required to accomplish the work assignments.
- 2.2. 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, each Participant will provide security assurances, through the Parent Participant's Government embassy located in the Host Participant's country, specifying the security clearances for the CPP being assigned.

- 2.3. The Host Participant and the Parent Participant will use their best efforts to ensure that CPP assigned to the CPO or Host Participant's facility are aware of, and required to comply with, applicable laws and regulations as well as the requirements of Section X (Controlled Unclassified Information), Section XI (Visits to Establishments), Section XII (Security), and paragraph 20.6. of Section XX (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the ICE-PPR MOU, and the corresponding provisions of this PA, the PSI and the CG approved for the ICE-PPR MOU, and the PSI and CG supplements approved for this PA. Prior to commencing assigned duties, CPP will, if required by the Host Participant Government's laws, regulations, policies, or procedures, sign a certification concerning the requirements and responsibilities of CPP.
  - 2.4. CPP will at all times be required to comply with the security and export-control laws, regulations, and procedures of the Host Participant's Government. Any violation of security procedures by CPP during their assignment will be reported to the Parent Participant for appropriate action. CPP committing significant violations of security or export-control laws, regulations, or procedures during their assignments will be withdrawn from the Project with a view toward appropriate administrative or disciplinary action by their Parent Participant.
  - 2.5. All Classified Information made available to CPP will be considered as Classified Information furnished to the Parent Participant, and will be subject to all provisions and safeguards provided for in Section XII (Security) of the ICE-PPR MOU.
  - 2.6. CPP will not have personal custody of Classified Information or Controlled Unclassified Information unless approved by the Host Participant and as authorized by the Parent Participant. They will be granted access to such Information in accordance with Section X (Controlled Unclassified Information) and Section XII (Security) of the ICE-PPR MOU during normal duty hours when access is necessary to perform Project work.
  - 2.7. CPP assigned to a Host Participant's facility to conduct Project work will not serve as a conduit between the Host Participant and Parent Participant for requests for and/or transmission of Classified Information and material or Controlled Unclassified Information outside the scope of their assignment, unless specifically authorized by the Participants.
- 3.0. Administrative Matters.
- 3.1. The tax treatment of income received by CPP from the Parent Participant will be determined by reference to the tax legislation of the Government of the Host Participant and the Government of the Parent Participant, subject to the terms of any double taxation agreement in force between the Government of the Host Participant

and the Government of the Parent Participant, or consistent with the Host Participant's Government's laws and regulations, and subject to applicable multilateral or bilateral agreements or arrangements.

- 3.2. Upon or shortly after arrival, CPP will be informed by the Host Participant's representatives about applicable laws, orders, regulations, and customs, and the need to comply with them. CPP will also be provided briefings arranged by the Host Participant's representatives regarding entitlements, privileges, and responsibilities such as:
  - 3.2.1. Any medical or dental care that may be provided to CPP and their dependents at local medical facilities, subject to the requirements of applicable laws and regulations, including reimbursement when required.
  - 3.2.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and their dependents, subject to the requirements of applicable laws and regulations.
  - 3.2.3. Responsibility of CPP and their accompanying dependents to obtain motor vehicle liability insurance coverage in accordance with the laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by CPP, the recourse will be against such insurance.
- 3.3. The POs, through the CPO or other Host Participant facilities, will, in consultation with the CPP, establish standard operating procedures for CPP in the following areas:
  - 3.3.1. Working hours, including holiday schedules;
  - 3.3.2. Leave authorization, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Participant and Parent Participant;
  - 3.3.3. Dress regulations, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Participant and Parent Participant; and
  - 3.3.4. Performance evaluations, recognizing that such evaluations will be rendered in accordance with the Parent Participant's military or civilian personnel regulations and practices.
- 3.4. CPP committing an offense under the laws of the Government of the Host Participant or Parent Participant may be withdrawn from the Project with a view

toward further administrative or disciplinary action by the Parent Participant. Disciplinary action, however, will not be taken by the Host Participant against CPP, nor will CPP exercise disciplinary authority over the Host Participant's personnel. In accordance with the laws and regulations of the Host Participant's Government, the Host Participant will assist the Parent Participant in carrying out investigations of offenses involving CPP.

- 3.5. During their assignment, CPP will not be placed in the following duty status or environments unless mutually decided by the Host Participant and Parent Participant:
  - 3.5.1. 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 which may embarrass any PA Participant.
  - 3.5.2. Deployments in non-direct hostility situations, such as UN peacekeeping or multi-national operations, or third countries.
  - 3.5.3. Duty assignments in which direct hostilities are likely. Should a Host Participant's facility become involved in hostilities unexpectedly, CPP assigned to that facility will not be involved in the hostilities. Any such CPP approved by the Host Participant and 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.
- 3.6. The provisions of the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces (NATO SOFA), signed June 19, 1951 regarding the rights of a sending state's military personnel and civilian employees and their respective dependents will apply to applicable CPP. For the FIN MOD and the SWE, the provisions of the Agreement Among the States Parties to the North Atlantic Treaty and Other States Participating in the Partnership for Peace (PfP) Regarding the Status of their Forces (SOFA), which entered into force on June 19, 1995, including Swedish Reservations to the PfP SOFA Concerning Criminal Jurisdiction over Sending State Forces, which entered into force August 14, 1997 (or any successor agreements and procedures), will apply. For the NZDF, the Agreement Relating to the Scientific and Logistical Operations in Antarctica, which entered into effect December 24, 1958, will apply. Employees and agents of Contractors do not constitute a civilian component and the NATO SOFA, and the aforementioned agreements will not apply to them.

## APPENDIX 2

### COOPERATIVE PROJECT PERSONNEL POSITION DESCRIPTION

1. Position Title: Cooperative Project Personnel – **[INSERT TITLE OF PA]**
2. Position Location:
3. Security Clearance Level Required for the Position:
4. Qualifications/Skills Required for Position: ***[Insert appropriate data, e.g., accredited degree in a scientific or related subject, land staff and/or operational experience in land systems, military specialty similar to a program manager, and/or acquisition engineering experience.]*** The CPP will perform the following tasks and responsibilities as mutually determined by the Project Officers (POs) of this PA.
5. General Categories of Information to which access will be required: ***[Insert appropriate categories, e.g., provided oral and visual access to Information required to perform the duties outlined in this Position Description.]***
6. Description of Specific Duties:
  - a. CPP will be primarily responsible for ***[insert responsibilities, e.g., coordinating the administration of the PA activity]***. CPP will require Information access to ***[insert specific Information access requirements, e.g., research, development, and engineering programs involving manned systems]***;
  - b. ***[Identify specific duties.]***;
  - c. ***[Identify anticipated travel requirements and locations.]***;
  - d. Attend technical meetings and symposiums as required in performance of assigned duties;
  - e. ***[Identify reporting requirements (e.g., provide a monthly summary of the PA activity to which the CPP is assigned)]***;
  - f. Attend Project reviews; and
  - g. Provide administrative support and coordination for the PASC and other Project meetings.

## APPENDIX 3

### CERTIFICATION OF COOPERATIVE PROJECT PERSONNEL (CPP) REQUIREMENTS AND RESPONSIBILITIES

1. I understand and acknowledge that I have been assigned to [*name and location of organization to which assigned*] pursuant to Project Agreement (PA) [*insert number and name of respective PA*] under the Memorandum of Understanding Among the Department of National Defence of Canada, the Ministry of Defence of the Kingdom of Denmark, the Ministry of Defence of the Republic of Finland, the New Zealand Defence Force, the Ministry of Defence of the Kingdom of Norway, 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, which entered into effect on [*insert month, day, year*]. In connection with this assignment, 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 PA identified in paragraph 1. above, and as described in the Position Description (PD). There will be no access to Information except as required to perform the duties described in the PD for the PA to which I am assigned, as determined by my supervisor and the Project Officer of the [*insert the CPP's Parent Participant*].
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 terms and provisions of the ICE-PPR 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 Cooperative Project Person.
6. I have been briefed on, understand, and will comply with all applicable security regulations of the Host Participant and the assigned organization; and with all applicable laws and regulations 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, Controlled Unclassified Information, and Information subject to export control laws and regulations, to which access might be granted under the ICE-PPR MOU.

7. I will immediately report to the PA Project Officers all unauthorized attempts to obtain from me Classified Information, Controlled Unclassified Information, proprietary 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



**ANNEX B**

**MODEL WORKING GROUP TERMS OF REFERENCE**

*(Insert name of WG)* WORKING GROUP (WG)

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 MOU)

(DATE)

1. **Authority. Mandatory:** 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 [date], fosters collaboration in Polar research, development, testing, and evaluation (RDT&E), potentially leading to new or improved defense and national security capabilities. The ICE-PPR MOU provides for the establishment of Working Groups (WGs). This Terms of Reference (TOR) establishes the **(insert name of WG) Working Group**.

2. **Definitions and Acronyms.**

**Definitions.** *Provide any required definitions not already defined in the ICE-PPR MOU.*

**Acronyms.** *Spell out any acronyms used.*

3. **Purpose.** *Provide a short paragraph identifying the purpose of the WG. A WG will be established to explore, study, and report on specific Polar research, development, testing, or evaluation issue(s). The WG will be limited in scope to a single, well-defined study or project area and will endeavor to assess the research, development, testing, or evaluation issue based on Information provided by each Participant in such a way as to arrive at a mutually determined position. Examples follow:*

The *(insert name of WG)* is to include activities covering the following areas:

The *(insert name of WG)* is to evaluate...,  
monitor...,  
identify...,  
initiate...,  
investigate...,  
facilitate...,  
activity beneficial to the Participants,  
and identify potential technological solutions to those ...

The *(insert name of WG)* is to provide a forum for the exchange of Information, the identification of potential Project Arrangements (PAs) for *(name of specific Polar RDT&E issues, etc.)*, and the harmonization of the Participants’ requirements prior to the development and formal staffing of a potential PA.

The purpose of the *(insert name of WG)* is to review respective *(name specific Polar RDT&E issues, etc.)* programs in order to identify mutually beneficial research,

development, testing, or evaluation cooperative activities between or among the Participants.

**(Mandatory)** Specific collaborative activities identified by the *(insert name of WG)* 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.

**(Mandatory)** The *(insert name of WG)* is not intended to replace, duplicate, or inhibit activities under existing international agreements.

4. **Objectives.** *Provide details of the type of work to be accomplished under this TOR. Example follows.*

Information on research conducted by each Participant in the area of *(name specific technology)* technology and its potential for *(identify potential benefit)* is to be exchanged and the potential for a PA leading to application of the technology is to be discussed.

5. **Management Structure.** *Examples follow.*

The *(insert name of WG)* consists of representatives from *(name organizations)* as principals and other representatives and supporting subject matter experts from *(name organizations)* as appropriate. *(Provide name of organization only. Do not name representatives.)*

The *(insert name of WG)* principals, designated by the Executive Steering Committee (ESC) representatives of the Participants of this WG, are: *(insert one name organization, job title, email address, and telephone number for each WG Participant.)*

Membership in the *(insert name of WG)* is to be consistent with minimal turnover of personnel.

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 *(insert name of WG)*. They may, however, become members of a sub-group established under this WG for a specific technology or research area.

**(Mandatory)** *Identify how often the WG will meet, who will host and chair.*

Example: WG meetings are to be held at intervals as mutually determined by the members, but at least annually. The WG Participants are to host and chair the meetings on a rotational basis. Minutes are to be prepared and provided to *(insert name of WG)* members and to the applicable ESC representatives for the ICE-PPR MOU within *(specify time)* following the meetings. Administrative support for these meetings are to be the responsibility of the Host Participant.

**(Mandatory)** *Identify how decisions will be reached.*

Example: All decisions of the *(insert name of WG)* are to be unanimous.

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

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

Example: The *(insert name of WG)* WG will provide annual reports to the ESC.

## 6. Exchange of Information.

**(Mandatory)** The *(insert name of WG)*, along with its appropriate supporting subject matter experts, may exchange Information pertaining to *(name area of discussion of the WG)* 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.

**(Mandatory if exchanging Classified or Controlled Unclassified Information)** 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 *(insert name of WG)*.

**(Mandatory)** The *(insert name of WG)* 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 Participant's 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.

**(Mandatory)** The WG Participants are to produce and maintain a list of Information exchanged under this *(insert name of WG)*. 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. (Mandatory)** 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).

8. **Legal Status. (Mandatory)** 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 *(insert name of WG)* may only be carried out under future PAs under the ICE-PPR MOU or under other agreements or arrangements entered into by the Participants.

9. **Effective Date. (Mandatory)** The TOR for the *(insert name of WG)* becomes effective on the date of the last signature below and remains in effect until *(month day, year)[fill in before signature]*, 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 *(insert name of WG)* 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.

FOR THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA
Signature
Name
Title
Date
Location

FOR THE MINISTRY OF DEFENCE OF THE KINGDOM OF DENMARK
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FOR THE MINISTRY OF DEFENCE OF THE REPUBLIC OF FINLAND
Signature
Name
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FOR THE NEW ZEALAND DEFENCE FORCE
Signature
Name
Title
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FOR THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY
Signature
Name
Title
Date
Location

FOR THE GOVERNMENT OF THE KINGDOM OF SWEDEN
Signature
Name
Title
Date
Location

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

Signature

Name

Title

Date

Location

ANNEX C

**MODEL EQUIPMENT AND MATERIAL TRANSFER ARRANGEMENT (E&MTA)**

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

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 MOU) DATED [insert date of MOU]

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.)**

**\*The E&MTA number will be assigned sequentially.**

INTRODUCTION

This Equipment and Material Transfer Arrangement (E&MTA) is entered into pursuant to 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 on **(date)**. This E&MTA is being executed by authorized representatives of the providing and receiving Participants pursuant to Section VIII (Equipment and Material) of the ICE-PPR MOU.

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:

Providing Participant	Receiving Participant	Qty	Description	Part/ Stock #	Consumable/ Non-Consumable	Transfer Period	Security Classification	* Estimated Replacement Value

\* Estimated Replacement Value is a good faith estimate of the replacement value at the time of the loan.

*(Fill in as appropriate.)*

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

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

The E&M identified in paragraph 1.1. of Section I (Description and Quantity) of this E&MTA is not intended to be consumed or expended during the course of the activity described in subparagraph 2.1.1. of Section II (Purpose) of this E&MTA.

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

The E&M described in paragraph 1.1. of Section I (Description and Quantity) of this E&MTA 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 Participant will establish a point of contact who will be responsible for implementing this E&MTA.

3.1.1. For the providing Participant the point of contact is \*

3.1.2. For the receiving Participant the point of contact is \*

***\* Insert the appropriate names, title/office symbols, addresses, and telephone numbers of the individuals assigned to implement the E&MTA.***

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, Entry Into Effect, and Transfer Period) of this E&MTA unless extended by mutual written consent.

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 location specified. Any further transportation is the responsibility of the receiving Participant unless otherwise specified in this subparagraph.

3.2.3. Information – The providing Participant will 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 Project Information) of the ICE-PPR MOU.

3.2.4. Condition: The providing Participant will make its best efforts to ensure the E&M is furnished to the receiving Participant in a serviceable condition suitable for 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 the providing Participant makes no commitment to alter, improve, adapt, or repair the E&M or any part thereof.

### 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. Installation: The receiving Participant will be responsible for supplies and services required properly to install, align, and check out, and otherwise make the Equipment and Material ready for testing.

3.3.3. Training: The receiving Participant will be responsible for obtaining operation and maintenance training for those personnel assigned to operate and maintain the E&M.

3.3.4. Operation and Maintenance of the E&M: The receiving Participant will be responsible for all operation and maintenance required on the E&M while in its possession.

3.3.5. Changes or Alterations: The receiving Participant will make no changes or alterations to the E&M except with the prior written approval of the providing Participant.

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

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

Return of E&M – Upon expiration or termination of the transfer period as specified in paragraph 1.1. of Section I (Description and Quantity) of this E&MTA (taking into account any approved extensions by the providing Participant), the receiving Participant will return the E&M to the providing Participant (***specify arrangements***). 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, while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss/destruction/irreparable damage to the providing Participant.

***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 1.1. of Section I (Description and Quantity) of this E&MTA, the receiving Participant will return the E&M to the providing Participant (*specify arrangements*). 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 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.

3.3.7. Test Report – The receiving Participant will provide a test report without charge to the providing Participant prior to the expiration of this E&MTA.

- 3.4. 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&MTA described herein.

#### SECTION IV

##### FINANCIAL PROVISIONS

- 4.1. There will be no charges for the transfer of the above E&M or for the test report.
- 4.2. Each Participant will fully bear all costs it incurs for performing, managing, and administering its activities under this E&MTA.
- 4.3. The receiving Participant is responsible for all costs of transportation after receipt of the E&M in accordance with subparagraph 3.2.2. of Section III (Management and Responsibilities) of this E&MTA and for applicable customs charges within its country.

#### SECTION V

##### SPECIAL PROVISIONS (OPTIONAL)

- 5.1. (*Insert any special provisions as required.*)

#### SECTION VI

## CLASSIFICATION

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

- a. No classified E&M or Information will be transferred under this E&MTA.
- b. The highest level of classified E&M or Information transferred under this E&MTA is CONFIDENTIAL.
- c. The highest level of classified E&M or Information transferred under this E&MTA is SECRET.

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

## SECTION VII

### AMENDMENT, TERMINATION, ENTRY INTO EFFECT, AND TRANSFER PERIOD

- 7.1. The provisions of this E&MTA may be modified, terminated, or extended through amendment by written mutual consent of authorized representatives of the Participants in accordance with Section XX (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the ICE-PPR MOU.
- 7.2. 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 XX (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of the ICE-PPR MOU.
- 7.3. This E&MTA comes into effect on the date of the last signature below, and unless termination or amendment occurs, remains in effect through \_\_\_\_\_ (*enter date or amount of time*).

FOR THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA
Signature
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