

04 - 629

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SECRETARY OF STATE FOR DEFENCE
OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE
SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA
CONCERNING
COOPERATION ON THE FUTURE
DEVELOPMENT, OPERATION AND SUPPORT
OF THE
APACHE ATTACK HELICOPTER (AH)
(SHORT TITLE: AH MOU)

TABLE OF CONTENTS

Introduction	1
SECTION I Definitions	2
SECTION II Objectives	5
SECTION III Scope of Work	6
SECTION IV Management (Organization & Responsibility)	7
SECTION V Financial Provisions	11
SECTION VI Contracting Provisions	13
SECTION VII Work Sharing	15
SECTION VIII Program Equipment	16
SECTION IX Disclosure and Use of Program Information	17
SECTION X Controlled Unclassified Information	21
SECTION XI <i>Visits to Establishments</i>	22
SECTION XII Cooperative Program Personnel	23
SECTION XIII Security	28

SECTION XIV		
Third Party Sales and Transfers		31
SECTION XV		
Liability and Claims		33
SECTION XVI		
Participation of Additional Participants		34
SECTION XVII		
Customs Duties, Taxes, and Similar Charges		35
SECTION XVIII		
Settlement of Disputes		36
SECTION XIX		
Amendment, Termination, Entry into Force, and Duration		37
Annex A		
Project Arrangement Sample Format		A-1
Annex B		
Inventory of Program Equipment Exchanges		B-1
Annex C		
Certificate of Condition and Responsibilities		C-1
Annex D		
Project Arrangement List		D-1

INTRODUCTION

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

Recognizing the Agreement Concerning Defence Cooperation Arrangements of 27 May 1993 between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland will apply to this MOU;

Recognizing the Memorandum of Understanding between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland Relating to Principles Governing Cooperation in Research and Development, Production, Procurement and Logistic Support of Defence Equipment dated 13th December 1994 or any successor thereto applies to this MOU;

Recognizing the applicability to this MOU of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces, done at London on 19 June 1951;

Having a common interest in the interoperability of US and UK forces:

Recognizing the benefits to be obtained from cooperation on the operation, support and further development of the Apache Attack Helicopter (AH 64D/WAH64) hereinafter known as AH and associated systems;

Desiring to develop and/or improve AH training and logistic support systems and processes (to include supply, maintenance and transport systems and processes);

Having a mutual interest in harmonizing, wherever practicable, national requirements for upgrades to the aircraft, its sub-systems and weapon systems;

Having a shared interest in achieving maximum interoperability of US and UK AH units and in achieving common tactics, techniques, methods and procedures for the employment of the AH;

Having a common interest in identifying opportunities for technology sharing so as to contribute to the future development of the AH aircraft and its sub-systems;

Have decided to work closely together in the field of AH cooperation; and

Have reached the following understandings:

SECTION I

DEFINITIONS

The Participants having jointly decided upon the following definitions for provisions used in this Memorandum of Understanding (MOU).

Classified Information	Information that requires protection in the interests of national security and is so designated by the application of a security classification marking.
Cooperative Program Personnel	Military or civilian employees of the Parent Organization of one Participant assigned to the Host Organization of the other who perform professional, administrative, contracting, logistics, financial, planning or other support functions in furtherance of the Program. Liaison officers or observers are not Cooperative Program Personnel.
Contract	Any mutually binding legal relationship which obligates a Contractor to furnish supplies or services, and obligates one or both of the Participants to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the government organizations of the Participants. Contracting includes description 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 government organization of a Participant, which has authority to enter into, administer, and terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Participant who has the authority to enter into, administer, and/or terminate Contracts.
Contractor	Any entity awarded a Contract by a Participant's Contracting Agency.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under this MOU, the information will be marked to identify its "in confidence" nature. It could include information which has been declassified, but remains

controlled.

Defense Purposes	Manufacture or other use in any part of the world by or for the <i>armed forces of either Participant.</i>
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this MOU.
Financial Costs	Monetary contributions to the Program, the value of which are considered Program costs.
Host Organization	The US Army Program Executive Office (PEO) Aviation and the Defence Procurement Agency (DPA) to which Cooperative Program Personnel are assigned for duty pursuant to the AH MOU.
Host Participant	The Department of Defense or Ministry of Defence.
Non-financial Costs	Any non-monetary contributions to the Program, the value of which are considered Program costs.
Patent	Legal protection of the right to exclude others from making, using, or selling an invention. The term refers to any and all patents including, but not limited to, patents of implementation, improvement, or addition, petty patents, utility models, <i>appearance design patents, registered designs, and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions of any of these.</i>
Parent Organization	The US Army and MoD departments and agencies to which Cooperative Program Personnel belong.
Parent Participant	The DoD/MoD to which the Parent Organization belongs.
Program	Collaborative or cooperative US/UK activities on AH under the provisions of this MOU.
Program Equipment	Any material, equipment, end item, subsystem, component, special tooling or test equipment jointly acquired or provided for use in the Program.
Program Background Information	Program Information not generated in the performance of the Program.

Program
Foreground
Information

Program Information generated in the performance of the Program.

Program
Information

Any information provided to, generated in, or used in this Program 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, designs, computer software, 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 copyright, Patent, or other legal protection.

Third Party

A government other than the governments of the Participants and any person or other entity whose government is not the government of a Participant. For purposes of this MOU, a contractor or subcontractor incorporated outside the United Kingdom or the United States is a Third Party.

SECTION II

OBJECTIVES

- 2.1 The Participants desire to establish a framework within this MOU that will enable timely and effective AH cooperation. The specific level of AH cooperation as a result of this Program will be determined through discussions conducted by the Participants under this MOU, consistent with their respective national interests. Information exchange for the specific purposes of identifying areas of potential AH cooperation, and for formulating, developing and negotiating AH Project Arrangements (PA) is permitted under this MOU.
- 2.2 The objectives of this Program are:
 - 2.2.1 To establish practical working arrangements to further standardization, rationalization and interoperability between the Participants' national AH programs.
 - 2.2.2 To conduct research on and development, testing or evaluation of training and logistical support systems and processes for the AH.
 - 2.2.3 To conduct research on and development, testing or evaluation of tactics, techniques, methods and procedures for the employment of the AH.
 - 2.2.4 To conduct research on and development, testing, evaluation or joint production (including follow-on support) of upgrades to the AH, and its sub-systems and weapon systems.
- 2.3 PAs to this MOU covering specific activities to meet the objectives under paragraph 2.1 above may be established by the Participants. Each PA will include specific provisions consistent with this MOU concerning, where applicable, the objectives, scope of work, sharing of work, management structure, financial arrangements, contractual arrangements, configuration management, classification for applicable activity and schedule and responsibilities of the Participants in accordance with the format set forth in Annex A. In the event of a conflict between the provisions of this MOU and any PA, this MOU will govern; however, a PA may contain specific provisions which are identified as deviating from the provisions of this MOU, in which case the deviating PA provisions will govern.

SECTION III

SCOPE OF WORK

- 3.1 The Participants have determined that a need exists to cooperate regarding their respective national AH programs through the establishment of PAs for cooperation and the exchange of information on the AH. Potential areas of cooperation include, but are not limited to, logistical support systems and processes, tactics, techniques, methods and procedures for employment of the AH, harmonization of upgrade research and development efforts, and informational exchanges. Potential areas of cooperation will be identified in a Cooperative Document (CD) prepared by the Cooperative Program Office (CPO) and reviewed by the Steering Committee (SC). The CD will:
 - 3.1.1 Serve as the primary CPO reporting document to the SC for Program oversight.
 - 3.1.2 Assist the SC in identifying and planning the areas of cooperation from which Working Group (WG) tasks and any PAs may evolve.
 - 3.1.3 Identify the work carried out or planned by the Participants in each area of cooperation.
- 3.2 To assist in identifying areas of potential cooperation, or when an area of mutual interest has been identified by the SC, the CPO may create a WG to explore the identified areas of potential interest or the feasibility of a PA under this MOU in the identified area of interest. The results and conclusions of the WG's feasibility study will be reported, through the CPO, to the SC. The SC will make recommendations to the Participants regarding the establishment of PAs under this MOU.
- 3.3 It is envisioned that work will be performed under this MOU pursuant to individual PAs. WGs will be created as necessary to examine areas of mutual interest and/or to perform tasks under specific PAs.
- 3.4 Information exchanges, beyond the information necessary under paragraphs 2.1 and 3.3, will be pursuant to specific PAs under this MOU.
- 3.5 Unique national requirements of the Participants are outside the scope of this MOU.

SECTION IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

- 4.1 This Program will be directed and administered on behalf of the Participants by an organization consisting of a SC and a CPO headed by a Cooperative Program Manager (CPM). The SC will have overall authority over the CPM, in accordance with this MOU. The CPM will have primary responsibility for effective implementation, efficient management, and direction of the Program in accordance with this MOU.
- 4.2 The SC will consist of a representative appointed by each Participant. The SC will meet annually with additional meetings held at the request of either representative. Each SC meeting will be chaired by the representative of the Participant hosting the meeting. The Participants will alternate hosting the SC meetings unless otherwise agreed to. Decisions of the SC will be made unanimously. In the event that the SC is unable to reach a timely decision on an issue, each SC representative will refer the issue to its higher authority for resolution. In the meantime, existing PAs will continue to be implemented without interruption under the direction of the CPM while the issue is being resolved by higher authority.
- 4.3 The SC will be responsible for:
 - 4.3.1 *Exercising executive-level oversight of the Program.*
 - 4.3.2 Resolving issues brought forth by the CPM or the DCPM. The Program and any existing PAs will continue to be implemented without interruption under the direction of the CPM pending resolution of the issue.
 - 4.3.3 *Determining areas of cooperation to pursue and establishing WGs as necessary. Approve Terms of Reference for each WG established.*
 - 4.3.4 Reviewing and forwarding to the Participants for approval recommended amendments to this MOU in accordance with Section XIX (Amendment, Termination, Entry Into Force, and Duration).
 - 4.3.5 *Approving plans to manage and control the transfer of Program Equipment provided by either Participant to support the execution of a PA in accordance with Section VIII (Program Equipment).*
 - 4.3.6 Approving plans for the disposal of jointly acquired Program Equipment under this MOU in accordance with Section VIII (Program Equipment).

- 4.3.7 Maintaining oversight of the security aspects of the Program, including reviewing and obtaining approval from the appropriate Designated Security Authority of a Project Security Instruction and a Classification Guide prior to the transfer of Classified Information or Controlled Unclassified Information.
- 4.3.8 Providing recommendations to the Participants for the addition of new Participants in accordance with Section XVI (Participation of Additional Participants).
- 4.3.9 Monitoring Third Party sales and transfers authorized in accordance with Section XIV (Third Party Sales and Transfers).
- 4.3.10 Reviewing the status reports submitted by the CPM.
- 4.4 The CPO will be established in Huntsville, Alabama to manage the Program. The US Apache PM will act as the CPM and, in consultation with the Deputy CPM (DCPM), will be responsible for implementing this MOU and for day-to-day management of the Program. The UK AH Integrated Project Team Leader will act as the DCPM. If necessary, the SC may direct that a CPO branch office, under the direction of the CPO, be established in the UK. The staffing, duties, and responsibilities of the CPO branch office would be determined by the CPO.
- 4.5 The Participants will each provide national representation to the CPO.
- 4.6 The CPM, in consultation with the DCPM, will be responsible for:
 - 4.6.1 Managing the cost, schedule, performance requirements, technical, and financial aspects of PAs under this MOU.
 - 4.6.2 Drafting Terms of Reference for WGs and submitting the Terms of Reference to the SC for approval.
 - 4.6.3 Monitoring the progress of WGs and PAs, and providing guidance as required.
 - 4.6.4 Executing the financial aspects of PAs in accordance with Section V (Financial Provisions) of this MOU.
 - 4.6.5 Resolving issues raised by the individual WGs. Issues that cannot be resolved at the CPO level will be referred to the SC.
 - 4.6.6 Developing and recommending amendments to this MOU and its PAs to the SC.

- 4.6.7 Developing and implementing SC-approved plans to manage and control the transfer of Program Equipment provided by either Participant in accordance with Section VIII (Program Equipment).
 - 4.6.8 Developing and implementing SC-approved plans for the disposal of jointly acquired Program Equipment under this MOU in accordance with Section VIII (Program Equipment).
 - 4.6.9 Developing and forwarding to the SC a Program Security Instruction and a Classification Guide for the Program within three months after signature of this MOU, and implementing them upon final approval.
 - 4.6.10 Forwarding recommendations to the SC for the addition of new Participants in accordance with Section XVI (Participation of Additional Participants).
 - 4.6.11 Providing status reports to the SC as required.
 - 4.6.12 Maintaining a current list of PAs under this MOU (Annex D).
- 4.7 Working Groups
- 4.7.1 WGs will be established by the SC as necessary to examine areas of mutual interest and/or to perform work under specific PAs of this MOU. WGs will consist of representatives from both Participants. Each Participant will have one vote in WG matters, though a Participant may have as many representatives attend WG meetings as the Participant deems necessary. WGs will meet at least annually, and more often if deemed necessary. The location and chairmanship of meetings will normally rotate between the Participants, with the hosting Participant providing, without charge, appropriate meeting facilities, including security and administrative support.
 - 4.7.2 WGs will be responsible for:
 - 4.7.2.1 Implementing the Terms of Reference. WGs will develop and submit required changes to the Terms of Reference, through the CPO, to the SC for approval.
 - 4.7.2.2 Submitting a proposed PA through the CPM for review by the SC.
 - 4.7.2.3 Executing PAs under this MOU.
 - 4.7.2.4 Providing status reports to the CPO as required.

- 4.7.2.5 Developing and forwarding, through the CPO, to the SC a Project Security Instruction and a Classification Guide for the Project within three months after signature of the PA, and implementing them upon final approval.
- 4.7.2.6 Interacting with and providing information to other WGs, as directed by either the CPO or the SC.
- 4.7.2.7 Referring issues to the CPO that cannot be resolved at the WG level.