DEFENSE

Communications

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM OF
GREAT BRITAIN AND
NORTHERN IRELAND

Signed at Corsham and Washington
September 21 and 26, 2007

with

Annexes

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Defense: Communications

Memorandum of understanding signed
at Corsham and Washington
September 21 and 26, 2007;
Entered into force October 1, 2007.
With annexes.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

AND

THE SECRETARY OF STATE FOR DEFENCE

OF THE UNITED KINGDOM OF GREAT BRITAIN

AND NORTHERN IRELAND

CONCERNING THE FRAMEWORK FOR COOPERATION

REGARDING DEFENSE COMMUNICATIONS

(SHORT TITLE DEFENSE COMMUNICATIONS MOU)

DEFENSE COMMUNICATIONS MOU

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INTRODUCTION

The Secretary of Defense for the Department of Defense of the United States of America (U.S. DoD) and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (U.K. MoD), hereinafter referred to as the "Participants":

Recognizing the Agreement Concerning Defense Cooperation Arrangements of May 27, 1993 between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "the Chapeau Agreement") applies to this Memorandum of Understanding (MOU), including any Communications Arrangements (CAs) and Implementation Arrangements (IAs) concluded under this MOU;

Recognizing a common interest in defense;

Recognizing the benefits to be obtained from standardization, rationalization, and interoperability of communications systems;

Recognizing the need for the orderly use of space for communications purposes;

Recognizing that the satisfaction of the foregoing requirements may be sought through sharing of communications assets, including:

i. Shared use of the other's satellites and satellite communication systems;

ii. Interconnection of communication systems;

iii. Interconnection of networks and gateways; and

iv. Exchange of relevant technical and operational information.

Recognizing the Participants each have a requirement to achieve interoperable satellite communications links over particular U.S. DoD satellites, and over the U.K. MoD satellites;

Recognizing the Participants have a need for a contingency and interoperability capability to use one another's communications;

Recognizing the benefits that have been enjoyed under the previous communications MOUs entered into by the Participants; and

Recognizing the benefits that can be obtained from an exchange of communication services and capacity, including but not limited to satellite communications (SATCOM), commercial transponder bandwidth, U.S. Defense Switched Network (DSN) and U.K. Defence Fixed Telephone Service (DFTS) voice and data interconnects, U.S. Defense Message System (DMS) and U.K. Message Handling System (MHS), U.S. and U.K. Video Teleconferencing (VTC) interconnections, and exchange of High Frequency (HF) services;

Have reached the following understandings.

SECTION I

DEFINITIONS

1.1 The Participants have jointly decided upon the following definitions for terms used in this MOU:

ACSA IA	Acquisitions and Cross Service Agreement Implementing Arrangement, formally known as the Implementing Arrangement between the United States Secretary of Defense and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland concerning Mutual Logistics Support relating to Telecommunications and Information Services, dated August 1, 2006. The ACSA IA enables the Participants to access their respective counterpart's assets through a Fee for Service arrangement.
Background Information	Information not generated in the performance of a Communication Arrangement or Implementation Arrangement to this MOU.
Classified Information	Official Information that requires protection in the interests of national security and is so designated by the application of a security classification marking. This Information may be in oral, visual, magnetic or documentary form or in the form of equipment or technology.
Communications Arrangement (CA)	An arrangement subordinate to this MOU that details the objects, scope, and responsibilities of the Participants with regard to a defined set of communication services and/or capacities.
Communications Interoperability and Interconnection Projects (CIIP)	The Participants intend this term to define, in general, the joint efforts and activities producing intersected or merged electronic-based communications between the Participants themselves.
Contract	Any mutually binding legal relationship under national laws that 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 (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 government 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, or terminate Contracts.
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	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. It includes information that has been declassified but remains controlled.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of either Participant.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this MOU.
Equipment	Any material, hardware, end item, subsystem, component, Special Tooling or test equipment or provided for use in a Communication Arrangement or Implementation Arrangement.
Foreground Information	Information generated in the performance of a Communication Arrangement or Implementation Arrangement to this MOU.
HF	High Frequency.
Implementation Arrangement (IA)	An annex to a Communication Arrangement that details the terms of cooperation or a particular project or system interconnection the Participants have arranged, including the parameters and specifications of the project or interconnection.
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, 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, and geographical indications, and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields.

Invention	Any invention in any field of technology, provide 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 Communication Arrangement or Implementation Arrangement. 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.
Participant	A signatory to this MOU represented by its military or civilian personnel. Contractors and Contractor Support Personnel will not be representatives of a Participant under this MOU
Patent	Grant by any Government or a regional office acting for more than one Government of the right to exclude others from making, using, importing, selling, or offering to sell an invention. The term refers to any and all Patents including, but not limited to, Patents of implementation, improvement or addition, petty Patents, utility models, appearance design Patents, registered designs, and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions of any of these.
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.
SATCOM	Covers both military Satellite Communications and commercial transponder bandwidth.
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.
Total Value	The total value of services, support, and related supplies includes, but is not limited to, fair market value, reliability, availability of services. Total value will not be based merely on message or call traffic volumes.
UK DFTS	United Kingdom Defence Fixed Telephone Service, including voice and data interconnects.
UK MHS	United Kingdom Message Handling System.
US DMS	United States Defense Message System.
US DSN	United States Defense Switched Network.
US/UK VTC	United States/United Kingdom Video TeleConferencing.

SECTION II

OBJECTIVES

2.1 The objectives of this MOU are as follows:

2.1.1 To promote mutual identification of Communications Interoperability and Interconnections Projects (CIIP) to meet both Participants' critical military operational requirements. The specific level of cooperation and interconnection between U.S. DoD and U.K. MoD systems will be determined through requirements harmonization discussions conducted by the Participants under this MOU, consistent with their national interests. The Participants anticipate that the number, complexity, and intricacy of these projects may fluctuate during the life of this MOU according to the advancement of relevant technology and the changing needs of the Participants.

2.1.2 To define and establish the general principles that will apply to the separate Communications Arrangements (CAs) between authorized representatives in accordance with national procedures of the Participants. CAs will be negotiated on behalf of the U.S. DoD by the U.S. DoD Components and Commands, including but not limited to the Defense Information Systems Agency (DISA), the United States Strategic Command (USSTRATCOM), the United States European Command (USEUCOM), and the United States Air Force. It is expected by the Participants that CAs will be agency-based and that CAs may cover any number of services or capabilities supplied by a Participant's particular component. Implementation Arrangements (IAs) may be used as annexes to the CAs to determine specifications of projects or system interconnections.

2.2 CAs will be entered into pursuant to this MOU, and will incorporate by reference the provisions of this MOU. Each CA will include specific provisions, consistent with this MOU, concerning (but not limited to) the CIIP's objectives, scope, management, financial provisions, contracting provisions, disclosure and use of information, termination, entry into effect, and duration. A sample CA format is provided at Annex A. In the case of a conflict between the provisions of this MOU and a CA, the provisions of this MOU take precedence. A formal review by the signatories of each CA will be required and will include a determination of whether the proposed CA is within the scope of this MOU.

2.3 The Participants, by developing and implementing these CAs to exchange communications services and capacity, will be able to develop more flexible and interoperable services and systems than could otherwise be realized.

SECTION III

SCOPE

3.1 This MOU encompasses equal-value exchanges and system interconnections for communications between the Participants. This includes, but is not limited to, the exchange of communication services and capacities for SATCOM, to commercial transponder bandwidth, U.S. DSN and U.K. DFTS voice and data interconnects, U.S. DMS and U.K. MHS, U.S. and U.K. VTC interconnections, and exchange of High Frequency (HF) services.

3.2 This MOU subsumes the MOU between the U.K.'s Director General Information Systems and Services and the U.S.'s Strategic Command, signed on May 10 2007, and entitled Department of Defense of the United States of America and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland concerning the Mutual Exchange of Military Satellite Communications Services and Support ("DCSA-STRATCOM MOU"). The DCSA-STRATCOM MOU is hereby adopted by the Participants as a CA under this MOU and is subject to all requirements and provisions of this MOU, including but not limited to Section XII (Security), paragraph 12.5. The DCSA-STRATCOM MOU will be amended to incorporate the necessary detail of a CA. Should any conflict or inconsistency arise between the DCSA-STRATCOM MOU and this MOU, this MOU will govern.

3.3 This MOU does not address Fee for Service (FfS) transactions, these are covered in the DCSA-DISA ACSA IA dated August 1, 2006. This ACSA IA is the mechanism by which the following activities can be achieved:

3.3.1 Purchase Services, Equipment & supplies.

3.3.2 Exchange interconnections involving FfS.

3.3.3 Acquire DISA Enhanced Mobile Satellite Services (EMSS).

Doubts as to the applicability of the ACSA IA to the Participants are to be referred to the executive committee through the respective points of contact at Annex B.

3.4 This MOU does not encompass Foreign Military Sales.

3.5 Information exchange for the purposes of harmonizing the Participants' respective communications requirements, and for formulating, developing, and negotiating CAs is permitted under this MOU, subject to the provisions of Sections IX (Disclosure and Use of Information), X (Controlled Unclassified Information), XII (Security), and XIII (Third Party Sales and Transfers).

3.6 This MOU does not preclude the Participants from entering into any other arrangements for communications interoperability and interconnection with non-Participants.

3.7 The exchange of capacity or services between the Participants under the arrangements set out in this MOU will only be used for the national defense purposes of the Participants. This MOU does not authorize or otherwise endorse the exchange of capacity or services, or the release or sharing of technical or operational information, with third party nations or commercial entities not directly involved in activities under this MOU.

SECTION IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

4.1 The Participants hereby establish the following Authorities for this MOU, or their equivalents in the event of reorganization: In the event of a reorganization the parties are to inform each other in writing within 30 calendar days of the re-organization becoming effective.

4.1.1 For the United Kingdom: The Director General Information Systems and Services, The United Kingdom Ministry of Defence.

4.1.2 For the United States: The Assistant Secretary of Defense for Networks and Information Integration/Department of Defense Chief Information Officer, the United States Department of Defense.

4.2 This MOU is intended by the Participants to be the top tier of a three-tiered scheme of arrangements. No less than once every three years an executive committee, made up of representatives of the Participants as identified at Annex C, will meet to review the provisions of this MOU and discuss any unresolved issues arising from the exchange of communications under this MOU.

4.3 The second tier is comprised of the CAs that are approved by the Participants.

4.3.1 Each U.S. DoD Component participating in exchanges of equal value with the DGISS will, with the permission of the Assistant Secretary of Defense for Networks and Information Integration (ASD/NII), negotiate and conclude one or more CAs with the DGISS for the particular communications services, support, and related supplies to be exchanged.

4.3.2. Each CA will be limited to a term of not more than five years.

4.3.3 Each CA will detail the management and responsibilities necessary to ensure the successful completion of the exchanges to be covered by the CA.

4.3.4 No less than once each year, authorized representatives of the signatories to each CA as identified at Annex C, will meet to review the provisions of the CAs and discuss any issues pertaining to the services, support, and related supplies covered by each CA and approve the actions to resolve these issues.

4.4 The third tier is comprised of the IAs that will be annexes to the CAs and will contain the specific technical and operational details necessary for the satisfactory completion of the planned activities or projects. The U.S. DoD Components and Commands and the DGISS will determine the necessity for IAs under each particular CA. The Participants expect, but do not require, that each CA may need one or more IAs.

4.5 Each Participant will utilize its best efforts, consistent with national priorities, not only in peacetime but also in periods of emergency or active hostilities to satisfy approved exchanges for communications support, supplies, and services and network interconnections, including exchanges or interconnections that will be used to satisfy a duly authorized request for military assistance that is received from its civilian authorities, public bodies, or statutory corporations for assistance in relation to a major accident, crisis, or natural disaster.

4.5.1 In the event a Participant, when confronted with a national emergency, active hostilities, or a major accident, crisis, or natural disaster, finds it is unable to complete approved exchanges or interconnections, that Participant may suspend or cease permanently any service being provided to the other Participant or any incomplete interconnection.

4.5.2 Both Participants will cooperate to the fullest extent possible, consistent with national priorities, to ensure that the necessary security measures and precautions are duly carried out to prevent unauthorized access or use of suspended or stopped services and interconnections.

SECTION V

IMPLEMENTATION AND RECONCILIATION

5.1 Arrangements for operational familiarization training and general personnel administration of any personnel required for joint manning of communications facilities, will be as mutually determined by the Participants and approved to in a CA or IA.

5.2 Subject to the provisions of this MOU and the availability of nationally appropriated funds for such purposes, the activities of the Participants under this MOU will be carried out consistent with their national laws. Each CA will identify services and equipment provided under this MOU, including the provisions for their valuation. Any changes to these values will be mutually determined by the Participants' representatives signing the CAs, as advised by their respective financial authorities.

5.3 Each CA will contain information concerning the procurement, installation, operation, maintenance, logistics, and training relating to Equipment provided by one Participant for use at the other Participant's communications facilities as may be required to implement the CA. In addition, each CA will detail the responsibilities of each Participant for the project or program and the financial provisions, including procurement or leasing of facilities or Equipment. Technical or operational details may be specified in IAs.

5.4 The Participants have entered into this MOU with the understanding that the overall exchange of communications services, support, and related supplies and services to be carried out pursuant to this MOU as reflected in appropriate CAs, will be an exchange of equivalent value and that there should consequently be no requirement for liquidation payments. If actual practice demonstrates that the value of the communications services, support, and related supplies and services being exchanged is not equivalent, then the Participants will enter into negotiations to adjust the arrangements so that the values remain substantially equivalent in the aggregate of all CAs.

5.5 The total value of services, support, and related supplies exchanged under this MOU will be reconciled by March 31 of each year this MOU is in effect to determine whether the overall exchange of communications support and related supplies and services across all the CAs under this MOU has been equal or unequal. To this end, the net balance of each CA account will be calculated as of February 28 of each calendar year to determine whether or not the overall exchange of communications support and related supplies and services under each CA has been equitable. The DISA will serve as the collector for the U.S. DoD and will receive all CA account balances from the U.S. DoD Components and Commands who enter into CAs under this MOU. The DISA may negotiate on behalf of the other U.S. DoD Components and Commands to negotiate any adjustments to the aggregate values of services, support, and related supplies. By March 31 of each year this MOU is in effect, DISA will report to the ASD/NII the combined figures for all the CAs under this MOU. ASD/NII will then present a summary of the combined figures to the DGISS for its review. Once ASD/NII

and the DGISS concur with the combined figures, a statement of figures and balances for that year will be signed by representatives of both Participants.

5.6 By March 31 of every fifth year that this MOU is in effect, commencing with March 31, 2012, payment will be made by the appropriate Participant in order to liquidate any persisting imbalance in service, support, or related supplies. Within thirty (30) days of termination of this MOU, final payment will be made by the appropriate Participant in order to liquidate any final imbalance in service, support, or related supplies exchanged under this MOU.

SECTION VI

FINANCIAL ARRANGEMENTS

6.1 The Participants have entered into this MOU with the understanding that the overall exchange of communications services, support, and related supplies and services to be undertaken pursuant to this MOU as governed in appropriate CAs, will be an exchange of equivalent value and that there should consequently be no requirement for liquidation payments. If actual practice demonstrates that the value of the communications services, support, and related supplies and services being exchanged is not equivalent, then the Participants will enter into negotiations to adjust the arrangements so that the values remain substantially equivalent in the aggregate of all CAs.

6.2 The total value of communications services, support, and related supplies exchanged under this MOU will be reconciled by March 31 of each year this MOU is in effect to determine whether the value of the overall exchange of communications support and related supplies and services across all the CAs under this MOU has been equal or unequal. To this end, the net balance of all CA accounts will be aggregated as of February 28 of each year to determine whether the overall value of the exchange of communications services, communications support, and related supplies and services under each CA has been equal or unequal. U.S. DISA will serve as the collector for the DoD and will receive all CA account balances from the DoD Components who enter into CAs under this MOU. U.S. DISA may negotiate on behalf of the other DoD Components to adjust the aggregate values of communications services, support, and related supplies. By March 31 of each year this MOU is in effect, U.S. DISA will report to the ASD/NII the combined figures for all the CAs under this MOU. ASD/NII will then present a summary of the combined figures to the DGISS for its review. Once ASD/NII and DGISS agree on the combined figures, representatives of both Participants will sign a statement of figures and balances for that year.

6.3 Within thirty (30) days of termination of this MOU, either during the initial term or any succeeding term, final payment will be made by the appropriate Participant in order to liquidate any final imbalance in communications services, support, or related supplies exchanged under this MOU.

6.4 At the end of the initial term of this MOU, payment will be made within thirty (30) days by the appropriate Participant to satisfy any persisting imbalance in communications service, support, or related supplies. Within thirty (30) days of the end of any succeeding term or termination of this MOU, final payment will be made by the appropriate Participant in order to satisfy any final imbalance in communications service, support, or related supplies exchanged under this MOU.

SECTION VII

CONTRACTING PROVISIONS

7.1 If either Participant determines that Contracting is necessary to fulfill that Participant's responsibilities under Section III (Scope) of this MOU, that Participant will contract in accordance with its respective national laws, regulations, and procedures.

7.2 When one Participant individually contracts to perform a task under this MOU, it will be solely responsible for its own Contracting, and the other Participant will not be subject to any liability arising from such Contracts.

7.3 Each Participant's Contracting Agency will insert into its prospective Contracts (and require its Contractors to insert in subcontracts) provisions that satisfy the requirements of this 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 XIV (Amendment, Termination, Entry into Effect, and Duration).

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

7.5 Each 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 Participant for any purpose other than responding to a solicitation issued in furtherance of the purposes authorized under this 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 Participant under this MOU may only be retransferred by another Participant to its Prospective Contractors if the legal arrangements required by this paragraph have been established. Upon request by the furnishing Participant, the receiving Participant will identify its Prospective Contractors and prospective subcontractors receiving such export-controlled Information.

7.6 The Participants will each lease such interconnection and transmission facilities to meet the requirements of this MOU and its CAs, if facilities cannot be made available through mutual arrangement between the Participants. The costs of such leasing will be borne by the Participant requiring the facility for its Equipment unless otherwise approved.

SECTION VIII

EQUIPMENT

8.1 Each Participant may provide Equipment identified as being necessary for executing the MOU to the other Participant. Equipment will remain the property of the providing Participant. Each CA will develop and maintain a list of all Equipment provided by one Participant to another Participant.

8.2 By mutual consent, either Participant may install its own communications Equipment, including cryptographic Equipment and the requisite documentation and spares, at the other Participant's nominated communications facilities to support the interoperability and interconnection arrangements of this MOU, then in such cases the planning, installation, maintenance, and operation of such Equipment will be as mutually determined by the Participants to the CA.

8.3. Maintenance of the Equipment installed by one Participant in the other Participant's facilities, as defined in paragraph 2 of this Section, will be carried out by the resident personnel of the Participant owning or operating the facility when practicable. Arrangements concerning maintenance will be detailed in the appropriate CA governing the installation of Equipment.

8.4 The receiving Participant will maintain any such Equipment in good order, repair, and operable condition. Unless the providing Participant has authorized the Equipment to be expended or otherwise consumed without reimbursement to the providing Participant, the receiving Participant will return the Equipment to the providing Participant in as good condition as received, normal wear and tear excepted, or return the Equipment and pay the cost as set out in the CA to restore it. If the Equipment is damaged beyond economical repair, the receiving Participant will return the Equipment to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value, which will be computed pursuant to the providing Participant's national laws and regulations. If the Equipment 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, which will be computed pursuant to the providing Participant's national laws and regulations.

8.5 All risk of loss of, or damage to, the Equipment and related materials due to negligence of the receiving Participant during the term of this MOU, and until the return of such Equipment and related materials to the supplying Participant, will be borne by the receiving Participant. However, the receiving Participant will not be found liable for any loss or damage to Equipment under this MOU or its CAs if the supplying Participant fails to include adequate notification of logistical and environmental requirements for Equipment installed at the receiving Participant's facilities. Such logistical and environmental requirements may include, but are not limited to, temperature, humidity, electrical current, etc. Any and all such requirements for Equipment to be installed at the other Participant's facilities must be detailed in one of the following documents: in the CA; an attached IA governing the installation of the equipment; or supporting documentation to the CA. If requirements are not detailed in one of these documents, then the providing Participant assumes all risk of damage.

8.6 The providing Participant will deliver Equipment to the receiving Participant at a mutually determined location. Possession of the Equipment will pass from the providing Participant to the receiving Participant at the time of receipt of the Equipment. Any further transportation is the responsibility of the receiving Participant.

8.7 All Equipment that is transferred will be used by the receiving Participant only for the purposes of carrying out this MOU, unless otherwise consented to in writing by the providing Participant. In addition, in accordance with Section XIII (Third Party Sales and Transfers) Equipment will not be re-transferred to a Third Party without the prior written consent of the providing Participant.

8.8 Equipment transferred to one Participant under this MOU will be returned to the providing Participant within 180 days of termination or expiration of this MOU consistent with the terms of this Section.

SECTION IX

DISCLOSURE AND USE OF INFORMATION

9.1 In so far as it can do so without incurring liabilities to third parties and subject to its established policies, procedures and regulations, each Participant will disclose or cause to be disclosed to the other Participant such Information as may be necessary for the purposes of this MOU. Any Information provided under this MOU will be disclosed and treated in confidence and used solely for and in accordance with the purposes of this MOU as provided for in Section II (Objectives) and Section III (Scope), unless otherwise approved in writing by the providing Participant. This MOU provides no right to use any Information to manufacture or replicate any article or Equipment nor reverse engineer any article or Equipment.

9.2 The transfer of Information will be consistent with the furnishing Participant's applicable export control laws and regulations. Unless otherwise restricted by duly authorized officials of the furnishing Participant at the time of transfer to the other Participant, all export-controlled Information furnished by that Participant to the other Participant may be retransferred to the other Participant's Contractors, subcontractors, Prospective Contractors, and prospective sub-contractors, subject to the requirements of paragraphs 4 and 5 of Section VII (Contracting Provisions). Such retransfers will be deemed to be made with the prior written consent of the furnishing participant for purposes of Paragraph 3 of the Chapeau Agreement. Export-controlled Information may be furnished by Contractors, subcontractors, Prospective Contractors and prospective subcontractors of the other Participant's nation pursuant to this MOU subject to the conditions established in licenses or other approvals issued by the Government of the former Participant in accordance with its applicable export control laws and regulations.

SECTION X

CONTROLLED UNCLASSIFIED INFORMATION

10.1 Except as otherwise provided in this MOU or as authorized in writing by the originating Participant, Controlled Unclassified Information provided or generated pursuant to this MOU will be controlled as follows:

10.1.1 Controlled Unclassified Information will be used only for the purposes authorized for use of Information as specified in Section IX (Disclosure and Use of Information).

10.1.2 Access to Controlled Unclassified Information will be limited to personnel whose access is necessary for the permitted use under subparagraph 10.1.1 and will be subject to the provisions of Section XIV (Third Party Sales and Transfers).

10.1.3 Each Participant will take all lawful steps, which may include national classification, available to it to keep Controlled Unclassifed Information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 10.1.2, unless the originating Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Controlled Unclassified Information may have to be further disclosed under any provision of law or regulation, immediate notification will be given to the originating Participant.

10.2 To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information 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.

10.3 Controlled Unclassified Information provided or generated pursuant to this MOU will be handled in a manner that ensures control as provided for in paragraph 10.1.

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

SECTION XI

VISITS TO ESTABLISHMENTS

11.1 Each Participant will permit visits to its Government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Participant or by employees of the other Participant's Contractor(s), provided that the visit is authorized by both 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 MOU.

11.3 Requests for visits by personnel of one Participant to a facility of the other Participant will be coordinated through official channels, and will conform with the established visit procedures of the host country. Requests for visits will bear the name of the Project.

11.4 Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participant 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 MOU will be stored, handled, transmitted, and safeguarded in accordance with the General Security Agreement between the United Kingdom of Great Britain and Northern Ireland and the United States of America, dated April 14, 1961, amended July 5 and December 19,1983 and its Security Implementing Arrangement of January 27, 2003.

12.2 Classified Information will be transferred only through official Government-to-Government channels or through channels approved by the Designated Security Authorities (DSAs) of the Participants. Such Classified Information will bear the level of classification, denote the country of origin, the provisions of release, and the fact that the Information relates to this MOU.

12.3 Each Participant will take all lawful steps available to it to ensure that Classified Information provided or generated pursuant to this MOU is protected from further disclosure, except as permitted by paragraph 12.7 unless the other Participant consents to such disclosure. Accordingly, each Participant will ensure that:

12.3.1 The recipient will not release the Classified Information to any government, national, organization, or other entity of a Third Party without the prior written consent of the originating Participant in accordance with the procedures set forth in Section XIII (Third Party Sales and Transfers).

12.3.2 The recipient will not use the Classified Information for other than the purposes provided for in this MOU.

12.3.3 The recipient will comply with any distribution and access restrictions on Information that is provided under this MOU.

12.4 The Participants will investigate all cases in which it is known or where there are grounds for suspecting that Classified Information provided or generated pursuant to this MOU 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 occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.

12.5 The DSA of the Participant of the country in which a classified Contract is awarded will assume responsibility for administering within its territory security measures for the protection of the Classified Information, in accordance with its laws and regulations. Prior to the release to a Contractor, prospective Contractor, or Subcontractor of any Classified Information received under this MOU, the DSAs will:

12.5.1 Ensure that such Contractor, Prospective Contractor. subcontractor, or prospective subcontractor and their facility(ies) have the capability to protect the Classified Information adequately.

12.5.2 Grant a security clearance to the facility(ies), if appropriate.

12.5.3 Grant a security clearance for all personnel whose duties require access to Classified Information, if appropriate.

12.5.4 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 provisions of this MOU.

12.5.5 Carry out periodic security inspections of cleared facilities to ensure that the Classified Information is properly protected.

12.5.6 Ensure that access to the Classified Information is limited to those persons who have a need-to-know for purposes of this MOU and have the appropriate clearances.

12.6 Contractors, Prospective Contractors, subcontractors, and prospective subcontractors that are determined by DSAs to be under financial, administrative, policy or management control of nationals or entities of a Third Party, may participate in a Contract or subcontract requiring access to Classified Information provided or generated pursuant to this MOU 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 Participant will be consulted for approval prior to permitting such access.

12.7 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 MOU. These officials will be responsible for limiting access to Classified Information involved in this MOU to those persons who have been properly approved for access and have a need-to-know.

12.8 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 the project or program.

12.9 Information provided or generated pursuant to this MOU may be classified as high as SECRET. The existence of this MOU is Unclassified and the contents are Unclassified.

SECTION XIII

THIRD PARTY SALES AND TRANSFERS

13.1 The Participants will not sell, transfer title to, disclose, or transfer possession of Foreground Information, or any item produced either wholly or in part from Foreground Information to any Third Party without the prior written consent of the Government of the other Participant. Furthermore, neither Participant will permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of the Government of the other Participant. Such consent will not be given unless the Government of the intended recipient confirms in writing with the other Participant that it will:

13.1.1 not retransfer, or permit the further retransfer of, the Foreground Information provided; and

13.1.2 use, or permit the use of Foreground Information provided only for the purposes specified by the Participants.

13.2 The Participants will not sell, transfer title to, disclose, or transfer possession of Equipment or Background Information provided by the other Participant to any Third Party without the prior written consent of the Government of the providing Participant. The furnishing Participant's Government will be solely responsible for authorizing such transfers and, as applicable, specifying the method and provisions for implementing such transfers.

SECTION XIV

LIABILITY AND CLAIMS

14.1 Claims arising under this MOU will be dealt with under paragraph 1 of the Chapeau Agreement. In respect of paragraph 1(b)(ii) of the Chapeau Agreement, each Participant will bear its own costs in respect of claims by Third Parties for injury or death to persons or damage to property arising from the conduct of activities under this MOU.

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 duties, 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 this 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. If any such duties, taxes, or similar charges are levied, the Participant in whose country they are levied will bear such costs.

15.3 If, in order to apply European Union (EU) regulations, it is necessary to levy duties, then these will be met by the EU member end-recipient. To this end, parts of the components of the equipment coming from outside the EU will proceed to their final destination accompanied by the relevant customs document enabling settlement of duties to take place. The duties will be levied as a cost over and above that Participant's shared cost of the activities under this MOU.

SECTION XVI

SETTLEMENT OF DISPUTES

16.1 Disputes between the Participants arising under or relating to this MOU will be resolved only by consultation between the Participants and will not be referred to a national court, an international tribunal, or to any other person or entity for settlement.

SECTION XVII

AMENDMENT, ENTRY INTO EFFECT, DURATION, AND TERMINATION

17.1 All activities of the Participants under this MOU 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 nationally appropriated funds for such purposes.

17.2 In the event of a conflict between a Section of this MOU and any Annex to this MOU, Communication Arrangement or Implementing Arrangement, this MOU will control.

17.3 This MOU between the Department of Defense of the United States of America and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, which consists of eighteen (18) Sections and supporting Annexes, will enter into effect upon October 1, 2007 following signature by the authorized representatives of the Participants and will remain in effect for five years unless terminated by either Participant.

17.4 This MOU will automatically extend for an additional period of five years at the end of each five year term unless one of the Participants provides written notice to the other Participant of its intention to terminate.

17.5 Either Participant may terminate this MOU by providing written notice to the other Participant. This arrangement will remain in operation until terminated by either Participant giving the other six months' written notice of termination. Termination of this MOU will automatically terminate all CAs and IAs entered into under this MOU.

17.6 The terminating Participant will continue participation, financial or otherwise, up to the effective date of termination.

17.7 Each Participant will be responsible for its own costs associated with termination of activities under a CA or IA.

17.8 All Information and benefits therein received under the provisions of this MOU prior to the termination will be retained by the Participants, subject to the provisions of this MOU.

17.9 The respective benefits and responsibilities of the Participants regarding Section VIII (Equipment), Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security), Section XIII (Third Party Sales and Transfers), and Section XIV (Liability and Claims), and this Section XVII (Amendment, Termination, Entry into Effect, and Duration) will continue to apply notwithstanding termination or expiration of this MOU.

17.10 This MOU may be amended by the mutual written consent of the Participants.

SECTION XVIII

SIGNATURES

In witness thereof, the undersigned being duly authorized by their respective Governments, have signed this Arrangement.

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

BOB ALLAN
Air Vice-Marshal
Director General
Information Systems and Services
Defence Equipment and Support

at: 0900 BASIL HILL, CORSHAM, UNITED KINGDOM

on: 21st September 2007

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

JOHN G. GRIMES
Assistant Secretary of Defense for Networks & Information Integration and
Department of Defense Chief Information Officer
United States Department of Defense

at: 1700 WASHINGTON D.C.

on: 26 September 2007

Annexes
1. Annex A—Communications Arrangement Template
2. Annex B—United States and United Kingdom Points of Contact
3. Annex C—Executive Committee Authorized Representatives Composition and Responsibilities

COMMUNICATIONS ARRANGEMENT

(DEFCOMM CA NO 20YY-XX)

BETWEEN

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

CONCERNING

(SUBJECT OF PLANNED EXCHANGE)

BETWEEN

THE U.S. DEFENSE INFORMATION SYSTEMS AGENCY (DISA)

AND THE

UK DEFENCE DIRECTOR GENERAL INFORMATION SYSTEMS AND SERVICES

PURSUANT TO THE U.S.-UK DEFENSE COMMS MOU OF MMM 2007

(Short Title: XXXXXXXX CA)

Section 1: INTRODUCTION

1.1 The *(U.S. Organization)*, a component of the U.S. Department of Defense (DoD), and the Director General Information Systems and Services (DGISS), a component of the UK Ministry of Defence (MoD), enter into this Communications Arrangement (CA) pursuant to the Memorandum of Understanding between the Department of Defense of the United States of America and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning the Framework for Cooperation Regarding Defense Communications of *(Mmmm DD, YYYY)*, (hereinafter "U.S.-UK Defense Communications MOU"), and all provisions herein are governed by the terms of that Memorandum of Understanding.

Section 2: DEFINITION OF TERMS AND ABBREVIATIONS

2.1 Definitions of terms unique to this CA

2.2 Continuation of unique definitions

Section 3: OBJECTIVES AND SCOPE

3.1. The Participants in this CA have the following desires:

3.1.1 Provide details of desired results

3.2. Accordingly, the objectives of this CA are:

3.2.1 Details of CA objective(s).

Section 4: ALLOCATION OF TASKS

4.1. The following tasks will be undertaken by the Participants to achieve the objectives of this CA:

4.1.1 Details of task allocation

[placeholder for information sharing/exchanging]

Section 5: MANAGEMENT

5.1 This section details how the CA will be managed.

5.2 The Principals or their representatives will serve on the Executive Committee set up by the U.S.-UK Defense Comms MOU.

5.3 The Principals will designate representatives who will serve on the Management Committee established by this CA. The Management Committee will normally meet on an annual basis with additional meetings held at the request of either representative. The annual meetings will include status reports on communications requirements harmonization activities. The representative of the Participant hosting the meeting will chair each meeting of the Management Committee.

5.4 The Management Committee Representative will be responsible for:

5.4.1

5.5 All decisions of the Management Committee Representatives and Program Managers will be made unanimously. Any issues that cannot be resolved by the Management Committee Representatives will be referred to the Principals for resolution.

Section 6: EXECUTION

6.1. Detail how the CA will be executed.

Section 7: FINANCIAL ARRANGEMENTS AND RECONCILIATION

7.1 For the purpose of this CA, equivalent access for both Participants to the other Participant's (spell out what is exchanged) will be considered an equivalent value, regardless of the number of calls or other message traffic placed by either Participant or the aggregated call statistics. That is, equivalent value is based on having access to the other Participant's network or system, regardless of how much this access is used or which Participant initiates a call or message traffic that transits the other Participant's network or system.

7.2 This CA will be an exchange of equivalent value and there should consequently be no requirement for liquidation payments. If actual practice demonstrates that the value of _____ services, support, and related supplies and services being exchanged is not equivalent, then the Participants will enter into negotiations to adjust the arrangements so that the values remain substantially equivalent in the aggregate of all IAs, unless otherwise directed by the Executive Committee of the U.S.-UK Defense Comms MOU.

7.3 The total value of services, support, and related supplies exchanged under this CA will be reconciled as of March 31 of each calendar year and will be reported to the ASD/NII and DGISS in accordance with the U.S.-UK Defense Comms MOU by April 15 of each year.

7.4 As directed by the Participants to the U.S.-UK Defense Comms MOU, payment for persistant imbalances may be required of the Participants to this CA.

7.5 Any fee for service provided under arrangements outside this CA will not be used as an offset for support exchanged under this CA.

Section 8:SPECIAL CONTRACTING ARRANGEMENTS

8.1 Any contracts placed by either Participant for procurement of equipment or services in connection with this CA will be managed as detailed in Section VII of the U.S.-UK Defense Comms MOU. If necessary, additional provisions for special contracting arrangements required by any network or system interconnection or service under this CA will be addressed in an addendum to this CA.

Section 9: EQUIPMENT ARRANGEMENTS

9.1 In order to satisfy an interconnection requirement for communication services, should it be necessary for either Participant to provide any equipment to the other Participant, both Participants will adhere to the principles as stated at Section VIII of the U.S.-UK Defense Comms MOU.

9.2 Equipment provided by either party will comply with the relevant regulations and requirements applicable at the receiving site.

Section 10: SPECIAL HANDLING, MAINTENANCE, AND PROTECTION OF EQUIPMENT AND SUPPLIES

10.1 Pursuant to Section VIII of the U.S.-UK Defense Comms MOU, the Participants will document in each IA any necessary requirements beyond customary practices relating to environmental controls, handling precautions, maintenance requirements, and protection of equipment and supplies provided or exchanged under this CA.

Section 11: SPECIAL PROVISIONS

11.1 Include any special provisions required that have not been previously documented.

Section 12: ENTRY INTO EFFECT, DURATION, AND TERMINATION

12.1 This CA is effective on the date signed by the Participants and will remain in force for five years from the date of the last signature, unless the U.S.-UK Comms MOU is terminated, in which circumstance, this CA will simultaneously and spontaneously terminate.

12.2 Either Participant may terminate this CA by providing written notice to the other Participant. Unless otherwise mutually agreed to, this CA will be terminated 180 days after receipt of such written notice by the other Participant. Termination of this CA will automatically terminate all IAs entered into under this CA.

12.3 This CA may be modified with consent of both Participants. Any amendment, modification, or alteration will be signed by both Participants and attached to this CA.

Section 13: SIGNATURES

In witness thereof, the undersigned, being duly authorized by their respective Governments, have signed this Arrangement.

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

[CA Signature goes here.]

_____

Name
Rank (if applicable)
Director General Information Systems and Services
Defence Equipment and Support

at:_____

on: _____

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

[CA Signature goes here.]

_____

Name
Rank (if applicable)
Title
Name of DoD Organization

at: _____

on: _____

ANNEX B

UNITED STATES POINTS OF CONTACT

The Director, International Coordination, OASD(NII) Point of Contact (POC) is:

POC:	CDR Jay Chesky
Unit:	International Coordination Directorate, OASD(NII)
Telephone:	(703) 695-5091
Fax:	(703) 614-0548
E-Mail:	jay.chesky@osd.mil
Mailing Address:	6000 Defense Pentagon Washington, DC 20301-6000 USA

The primary DISA POC for MOU reconciliation is:

POC:	Mr. Dean Olson
Unit:	Chief, Satellite Operations Division
Telephone:	(703) 607-6841
Fax:	(703)
E-Mail:	dean.olson@disa.mil
Mailing Address:	Defense Information Systems Agency P.O. Box 4502 Arlington, VA 22204-4502 USA

The alternate DISA POC for MOU reconciliation is:

POC:	Mr. Kenneth Rotkoff
Unit:	Satellite Operations Division
Telephone:	(703) 607-6841
Fax:	(703)
E-Mail:	kenneth.rotkoff.ctr@disa.mil
Mailing Address:	Defense Information Systems Agency P.O. Box 4502 Arlington, VA 22204-4502 USA

UNITED KINGDOM POINTS OF CONTACT

The Director of Operations, ISS Point of Contact (POC) is:

POC:	Lt Cdr Ant Martin RN
Unit:	ISS OPS PLANS MAR 2 SO2
Telephone:	+44(0) 122581 4795
Fax:	+44(0) 122581 5660
E-Mail:	dcsadops-opsplansmar2so2@defence.mod.uk

Mailing Address:	Lt Cdr Ant Martin RN ISS DOPS-OPS PLANS MAR2 SO2 Defence Equipment and Support Room 3, Bldg 003, Basil Hill Site CORSHAM, Wilts SN13 9NR

The primary ISS POC for MOU reconciliation is:

POC:	Cdr Andy Vandome RN
Unit:	DES GCS-Int Bus Mgr
Telephone:	+44(0) 11791 29106
Fax:	+44(0) 11791 36907
E-Mail:	DES GCS-SD4@dpa.mod.uk
Mailing Address:	Cdr Andy Vandome RN International Business Manager Defence Equipment and Support Global Communication Services IPT Spruce 3b #1314 MOD Abbey Wood BS34 8JH

The alternate ISS POC for MOU reconciliation is:

POC:	Lt Cdr Ant Martin RN
Unit:	ISS OPS PLANS MAR 2 SO2
Telephone:	+44(0) 122581 4795
Fax:	+44(0) 122581 5660
E-Mail:	dcsadops-opsplansmar2so2@defence.mod.uk
Mailing Address:	Lt Cdr Ant Martin RN ISS DOPS-OPS PLANS MAR2 SO2 Defence Equipment and Support Room 3, Bldg 003, Basil Hill Site CORSHAM, Wilts SN13 9NR

ANNEX C

TO THE U.S.-UK DEFENSE COMMUNICATIONS MOU

(Short Title: EXEC COMMITTEE ANNEX)

INTRODUCTION

The U.S.-UK Defense Comms MOU establishes an executive committee (EC) to act on behalf of the Participants. This Annex delineates the composition and responsibilities of the EC and the Management Committee (MC).

EXECUTIVE COMMITTEE

The Director for International Coordination, Office of the ASD(NII), or his/her designated representative will act as the U.S. Principal's EC representative. The Director Operations, ISS or his/her representative will act as the UK Principal's EC representative. The EC will normally meet on an annual basis with additional meetings held at the request of either representative. The representative of the Participant hosting the meeting will chair that meeting. The EC membership will consist of these Principals' representatives and two representatives for each CA (one representative from each Participant) under the U.S.-UK Defense Comms MOU. The EC will be responsible for:

a. Identifying and reviewing proposals regarding future Communications Interoperability and Interconnection Projects (CIIP) cooperative projects.
b. Overseeing the Participants' communications requirements harmonization activities under the U.S.-UK Defense Comms MOU and the information exchange activities conducted to support this process.
c. Establishing appropriate Communications Arrangements (CAs) in accordance with national procedures of the Participants.
d. Exercising broad executive level oversight of CIIP cooperative arrangements under the U.S.-UK Defense Comms MOU.
e. Maintaining oversight of the security aspects of the U.S.-UK Defense Comms MOU and its CAs.
f. Promptly apprising and consulting on matters that affect the U.S.-UK Defense Comms MOU and resolving of any issues brought forward by appropriate management officials as provided in CAs.
g. Recommending amendments to the U.S.-UK Defense Comms MOU to the Participants if the Participants approve such recommended amendment as prudent. After consenting to the amendment the Participants shall process it for adoption through their respective national procedures.
h. Reviewing the annual financial balance of the communications services and systems exchanged under the U.S.-UK Defense Comms MOU.

CIIP cooperative projects will be managed in accordance with the management structure established in specific CAs. Each CA will normally contain a management structure that consists of a Management Committee (MC) and program officers (POs) as described below:

a. The MC shall consist of a senior representative from each Participant, both of whom shall chair the MC. Each Participant will decide upon the designation of the senior representative. Each MC will appoint a PO as deemed appropriate. The MC membership will consist of these senior representatives and two representatives for each Implementing Arrangement (IA) (one representative from each Participant) under the CA. Other MC members will be designated by each Participant as appropriate.
b. The MC will meet on a periodic basis, as required, to resolve specific issues raised by POs and receive progress reports from the POs. All decisions of the MC will be made unanimously. Any issues that cannot be resolved will be referred to the EC.
c. The senior representative of the MC of the Participant hosting the EC meeting will be responsible for briefing the EC on that MC. The brief to the EC is to be agreed by the whole MC prior to presentation to the EC.
d. The POs identified in each CA will be responsible for day-to-day implementation of the scope of that CA. For matters under their cognizance, the POs will be responsible for:
    a. Developing a management plan in accordance with provisions of the CA for approval by the MC.
    b. Managing the cost, schedule, technical and financial aspects of the CA.
    c. Referring issues to the MC that cannot be resolved by the POs.
    d. Providing progress reports to the MC as necessary.

e. At its direction a Participant may invite representatives of the other Participant to its national oversight groups. The terms of reference of such groups will be described in the CA.