

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SECRETARY OF DEFENSE
ON BEHALF OF 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 COLLABORATION ON
LAND BATTLESPACE SYSTEMS
(Short Title: Land Battlespace MOU)

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SECTION I

INTRODUCTION

The Secretary 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 (UK MoD), hereinafter referred to as the "Participants":

Recognizing that the Agreement Concerning Defense 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 applies to this MOU;

Recognizing that 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 13 December 1994 or any successor thereto applies to this MOU;

Recognizing the exchange of letters between the Prime Minister of the United Kingdom and the President of the United States of America dated 17 July 2003 aimed at increasing defence and security co-operation and removing barriers to information exchange;

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

Having a common interest in defense; and

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

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

Having a mutual interest in the design, analysis, development, production, and deployment, and support of Land Battlespace Systems (LBS) to satisfy national operational requirements; and

Having independently conducted research on and exploratory development of the applications of various technologies, recognize the benefits of cooperation in LBS projects of mutual interest;

Desiring to co-operate and collaborate in the analysis, design, development, production, support and disposal of interoperable LBS and LBS components;

Have reached the following understandings:

SECTION II

DEFINITIONS AND ACRONYMS

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

ACTD	Advanced Concept Technology Demonstration.
CADMID	Sequence for UK acquisition programs: Concept, Assessment, Demonstration, Manufacturing, In Service, Disposal.
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 (equivalent to the term "Protective Marking" in the UK). This information may be in oral, visual, magnetic or documentary form or in the form of equipment or technology.
Computer Database	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 Databases or Computer Software Documentation.
Computer Software Documentation	Owner's manuals, user's manuals, installation instructions, operating instruction, 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 for any activity under this MOU, 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 describing (but not deciding) 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 organizations of a Participant which 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	Any entity awarded a Contract by a Participant's Contracting Agency.
Contractor Support Personnel	Persons specifically identified in support contracts who provide administrative, managerial, scientific, or technical support services to a Participant under a Contract with that Participant that prohibits the persons from using information received under that contract for any other purpose than those required under the contract.
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. U.S. export-controlled technical data will be marked as "International Traffic in Arms Regulations (ITAR)-Controlled". U.K. export-controlled technical data will be marked as "Export Control Act Controlled". It could include information which has been declassified but remains controlled.
Cooperative Project Personnel (CPP)	Military members or civilian employees of a Participant assigned to the Project who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning, or other

	functions in furtherance of the Project.
Cost Ceiling	The maximum amount of financial costs to which the Cost Target for a Project Arrangement (PA) may move without the prior written approval of the Participants.
Cost Target	The accepted planning figure of the financial cost for a PA.
DPA	The Defence Procurement Agency of the UK MoD.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of the Participants.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this MOU.
Equipment and Material	Any material, equipment, end item, subsystem, component, special tooling or test equipment jointly acquired or provided for use in a Land Battlespace Systems Activity.
E&MT	Equipment and Material Transfer.
Financial Costs	PA expenditure met with monetary contributions.
Host Participant	The Participant whose nation serves as the location of a Joint Project Office (JPO), also where Cooperative Project Personnel are assigned for duty pursuant to the Land Battlespace System (LBS) MOU.
Initial Operational Capability (IOC)	The Initial Operational Capability (IOC) is the first attainment of the ability to employ a weapon, item of equipment, or system, in a way that contributes to the operational capability of the organization concerned; the equipment being manned or operated by a unit or force which is adequately trained, equipped and supported for employment of the equipment in sufficient parts of its operational role to contribute to operational capability. At IOC date or declaration, only a minimal or initial level of operational capability may be presented. Subsequently, other operating modes will be progressively cleared for use, and further operating Units trained and deployed. The full operational capability (FOC) of the equipment will then be achieved at a later date.

Information	Any information, 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 copyright, Patent, or other legal protection.
Joint Project Office (JPO)	A project management office composed of representatives from each Participant established, as required, to manage a Project under a PA. Costs associated with the staffing of these offices are borne by each country as defined in a PA.
Land Battlespace	The land-air and littoral environment in which ground maneuver forces operate.
Land Battlespace System (LBS)	Military hardware (and supporting software) at system, sub-system or component level, that functions within the Land Battlespace. LBS will fulfill a range of combat, combat support and combat service support roles across the full conflict spectrum, and will be optimized to exploit the network. It includes, inter alia, the ability to project, protect and sustain ground manoeuvre force elements, establish and maintain network-based information dominance, create superior operational tempo, shape the battlespace, and conduct decisive operations.
Land Battlespace System (LBS) Activity	Any authorized activity in support of the Scope (Section III) under this MOU.
Non-financial Costs	PA resources expended or met with non-monetary contributions.
Participant	A signatory to this MOU represented by its military and civilian personnel. Contractors and Contractor Support Personnel will not be representatives of a Participant under this MOU.

Parent Participant	The Participant that sends its CPP to a Project office or JPO located in the nation of the other Participant.
Patent	Legal protection of the right to exclude others from making, using, keeping, importing 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; appearance design patents; registered designs; and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions of any of these.
Project	Any collaborative effort undertaken in accordance with this MOU.
Project Arrangement (PA)	An implementing arrangement, added after this MOU has entered into effect, which specifically details the arrangement for collaboration on a LBS project between the Participants.
PA Participant	In relation to any PA, a Participant in that PA.
Project Background Information	Information not generated in the performance of this MOU.
Project Foreground Information	Project Information generated in the performance of this MOU.
Project Information	Any Information provided to, generated in, or used in a Project 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 media, machine readable media, computer memory, or any other form and whether or not subject to copyright, Patent, or other legal protection.
Project Invention	Any invention or discovery formulated or made (conceived or "first actually reduced to practice") in the course of work performed under the 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 Manager
(PM)

A person appointed by the PA Participants who has primary responsibility for effective implementation, efficient management, and direction of a PA.

Project Officer

A person appointed by the PA Participants who will be responsible for implementing the conditions of this MOU and for carrying out the work required in a specific PA.

Project Plan

Document that provides a description of the Project's major events, delivery requirements and milestones that is updated periodically.

Project Purposes

Any use by or for a Participant relating to the Project, whether carried out jointly or separately by the Participants.

Project-related
Databases,
Computer Programs,
Computer Software,
and Computer
Software
Documentation

All computer-related Project Information associated with Project development, production, and logistics support efforts. Examples include, but are not limited to production engineering software, training software, and test equipment software.

Special Tooling

Jigs, dies, fixtures, molds, patterns, tapes, gauges, other equipment and manufacturing aids, and all components of these items, which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services and excluding material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items.

Steering Committee
(SC)

Representatives appointed by each Participant with delegated executive-level responsibility for policy guidance and management oversight of the MOU.

Land Battlespace Systems MOU

Terms of Reference
(TOR)

Working Group charter document describing scope, membership, legal status and effective dates.

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.

Working Group

A group established by the SC to examine areas of mutual interest.

SECTION III

OBJECTIVES

- 3.1 This MOU establishes a comprehensive framework for implementing a cooperative program of work on mutually decided topics related to LBS in order to improve the understanding of the Participants' national LBS programs, leverage their industrial and technological excellence and thereby enhance interoperability.
- 3.1.1 This MOU, therefore, provides the means for the Participants to define and establish the general principles which will apply to the initiation, conduct, and management of information exchange, harmonization and alignment efforts and LBS PAs entered into by the Participants in accordance with this MOU.
- 3.1.2 Further, this MOU provides the means for the Participants to acquaint each other with any LBS issues in order to avoid unnecessary duplication of national LBS defense programs and promotes a concerted action to identify and close important gaps in their LBS defense capabilities.

SECTION IV

SCOPE OF WORK

- 4.1 The scope of the work under this MOU includes, but is not limited to:
- 4.1.1 conducting informed discussions and information exchanges for national study, evaluation and assessment efforts for the purposes of investigating capability gaps, exploring opportunities for requirements harmonization, improving understanding of Participants' national LBS programs, and identifying areas of potential cooperation or for use in national LBS programs to enhance Participants' interoperability.
 - 4.1.2 addressing specific LBS issues and capabilities, including but not limited to:
 - 4.1.2.1 tactics, techniques, methods and procedures for the employment of LBS;
 - 4.1.2.2 the identification of system modifications;
 - 4.1.2.3 enhancement of interoperability between Participants' systems;
 - 4.1.2.4 open and common architectures for LBS and LBS components;
 - 4.1.2.5 risk management and risk mitigation, focused on sharing technology road maps and tools;
 - 4.1.2.6 efforts to share and optimize logistics support systems; and
 - 4.1.2.7 war fighter modeling, simulation and experimentation.
 - 4.1.3 conducting cooperative LBS design, development, production and support activities;
 - 4.1.4 collaborating in the conduct of ACTDs;
 - 4.1.5 enhancing LBS rationalization, standardization, and interoperability;
 - 4.1.6 assigning one or more CPP to either a Participant's LBS project office or any supporting PA.
- 4.2 The following mechanisms will be utilized to undertake the LBS activities described in paragraph 4.1:
- 4.2.1 Information Exchange:
 - 4.2.1.1 Information may be exchanged under this MOU for any purpose under the scope of this MOU, including harmonizing the Participants' respective LBS requirements and for formulating, developing and negotiating the arrangements for any LBS

Activity. Information exchange will take place on an equitable basis.

4.2.1.2 Computer Data Bases, Computer Software or Computer Software Documentation associated with LBS Activities may be transferred under this MOU in accordance with national procedures, subject to the following limitations:

4.2.1.2.1 such transfers should be necessary or useful to the conduct of the LBS Activities as determined by the providing Participant; and

4.2.1.2.2 such transfers may occur only where the providing Participant has obtained national authority for such release, in writing. Such release may be subject to restrictions on use imposed by the providing Participant.

4.2.2 Working Groups (WGs):

4.2.2.1 WGs may be established to explore, study, and report on specific LBS issues. A WG will be limited in scope to a single, well-defined area and will endeavor to assess the LBS issue based on information provided by the Participants in such a way as to arrive at a jointly determined position within a set time limit. Each WG will have its own written TOR.

4.2.3 LBS Project Arrangements (PA):

4.2.3.1 Each LBS PA will include specific provisions, consistent with this MOU, concerning the objectives, scope, sharing of work, management structure, financial arrangements, contractual arrangements (if required), exchange or assignment of personnel (if required), Equipment and Material Transfer (E&MT) and disposal (if required), disclosure and use of information and security classification guidance. LBS PAs will conform to the format at Annex A (Model LBS PA).

4.2.4 Equipment and Material Transfer (E&MT):

4.2.4.1 Transfers of Equipment and Material between the Participants in pursuit of LBS Activities will be conducted in accordance with Section IX (Equipment and Material Transfers), and will be documented in a LBS PA (Annex A) or by using the E&MT Form (Annex C).

4.2.5 Advanced Concept Technology Demonstrations (ACTDs):

4.2.5.1 The Participants recognize that it may be to their mutual advantage to conduct technology demonstrations, such as ACTDs, to evaluate evolving technology and LBS concepts. The plan for the demonstrations will be documented in a LBS PA (Annex A) tailored to the specifics of the project.

4.2.6 Familiarization Visits:

4.2.6.1 Familiarization visits may occur, in accordance with Section XII (Visits to Establishments) to promote awareness of each others' facilities and to identify potential cooperative opportunities.

4.2.7 Cooperative Project Personnel (CPP):

4.2.7.1 CPP may be assigned to a Project Office for Project work and will report to their designated Project Office supervisor regarding that work.

SECTION V

MANAGEMENT (ORGANIZATION AND RESPONSIBILITIES)

- 5.1. This MOU and any associated PAs will be directed and administered on behalf of the Participants by an organization consisting of a Steering Committee (SC) and Project Managers (PMs) appointed by the Participants. The SC will have overall authority over the PMs, in accordance with this MOU. The PMs will have primary responsibility for effective implementation, efficient management, and direction of the subsequently developed PAs in accordance with this MOU. The Participants will maintain and fund their own organizations for managing LBS Activities. The Participants may assign military or civilian employees to serve as CPPs in support of LBS Activities.
- 5.2. For each specific PA, Project Officers (POs) appointed by the Participants will be responsible for carrying out the scope of work. PAs will allow for establishment of a JPO.
- 5.3. The SC will consist of the U.S. Army's Program Manager, Unit of Action, and the UK Ministry of Defence's Director of Equipment Capability (Ground Manoeuvre). The SC will meet every six months, with additional meetings held at the request of either Participant. The representative hosting the meeting will chair the meeting. The Participants will alternate hosting the SC meetings unless otherwise decided. 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 their higher authorities for resolution. In the meantime, existing PAs will continue to be implemented without interruption under the direction of the respective PM pending resolution of the issue.
- 5.4. The SC will be responsible for:
 - 5.4.1 Exercising executive-level oversight and direction of the Project.
 - 5.4.2 Approving the establishment of WGs and their TOR.
 - 5.4.3 Reviewing the status reports submitted by the PMs.
 - 5.4.4 Reviewing progress of PAs.
 - 5.4.5 Maintaining oversight of the security aspects of this MOU.
 - 5.4.6 Resolving issues brought forth by the PMs.
 - 5.4.7 Reviewing and forwarding to the Participants for approval recommended amendments to this MOU in accordance with Section XX (Entry Into Effect, Duration, Amendment and Termination).

- 5.4.8 Recommending to the Participants the provisions under which a new Participant may join this MOU in accordance with Section XVI (Participation of Additional Nations).
 - 5.4.9 Monitoring Third Party Sales and Third Party transfers authorized in accordance with Section XIV (Third Party Sales and Transfers).
 - 5.4.10 Approving plans for the transfer of Equipment and Material provided by a Participant in accordance with Section IX (Equipment and Material Transfer).
 - 5.4.11 Approving plans for the disposal of jointly acquired Equipment and Material under this MOU in accordance with Section IX (Equipment and Material).
- 5.5. The PMs will be responsible for:
- 5.5.1 Managing the day-to-day activities associated with this MOU.
 - 5.5.2 Reviewing and recommending TOR for WGs and forwarding to the SC for approval.
 - 5.5.3 Referring issues to the SC that cannot be resolved by the PMs.
 - 5.5.4 Developing and recommending amendments to this MOU and its Annexes to the SC.
 - 5.5.5 Ensuring appointment of Project Security Officers.
 - 5.5.6 Ensuring development of and forwarding to the SC a Project Security Instruction and a Classification Guide for the MOU within three months after signature of the MOU, and implementing them upon final approval by the DSA.
 - 5.5.7 Forwarding recommendations to the SC for the addition of new Participants in accordance with Section XVI (Participation of Additional Nations).
 - 5.5.8 Providing status reports to the SC.
 - 5.5.9 Implementing actions as directed by the SC.
- 5.6 The POs' duties will be defined in detail in the specific PAs. However, generally they will be responsible for:

- 5.6.1 Managing and executing the cost, schedule, performance requirements, technical, and financial aspects (in accordance with Section VI of this MOU) of a PA.
- 5.6.2 Ensuring appointment of a designated PA Security Manager(s).
- 5.6.3 Ensuring development of and forwarding to the PMs the Classification Guide for the PA and any proposed updates to the MOU Project Security Instruction within three months after signature of a PA, and implementing them upon final approval.

5.7 Working Groups

- 5.7.1 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 the Participants. Each Participant will have one vote in WG matters, although 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 rotate between the Participants, with the hosting Participant providing, without charge, appropriate meeting facilities, including security and administrative support.
- 5.7.2 WGs will be responsible for:
 - 5.7.2.1 Implementing their TOR. WGs will develop and submit required changes to their TOR to the PMs if applicable, then to the SC for approval.
 - 5.7.2.2 Submitting a proposed PA through the PMs for review and endorsement to the SC for approval.
 - 5.7.2.3 Interacting with and providing information to other WGs, as directed by either the PMs or the SC.
 - 5.7.2.4 Referring issues to the PMs or the SC that cannot be resolved at the WG level.