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(At a minimum, a PA should include the above articles. If additional topics need to be addressed, articles, annexes, or special provisions should be included as necessary and appropriate.)

PREAMBLE

This CTE Project Agreement is entered into pursuant to the Agreement between the Department of Defense of the United States of America (U.S. DoD) and the Minister of Defense of the French Republic (FR MOD) for Test and Evaluation Program (TEP) Cooperation (date).

ARTICLE I

DEFINITION OF TERMS AND ABBREVIATIONS

(Define only those terms used in this PA that have not been defined in the Agreement.)

ARTICLE II

OBJECTIVES

The objectives of this _____ PA are:

- a. The development of _____

- b. The improvement of _____

ARTICLE III

SCOPE OF WORK

The following work shall be undertaken under this PA.

- a. Develop _____

- b. Evaluate _____

- c. Design, fabricate and test _____

ARTICLE IV

SHARING OF TASKS

The sharing of tasks shall be as follows:

- a. The U.S. DoD shall _____

- b. The FR MOD shall _____

- c. U.S. DoD and FR MOD shall jointly _____

ARTICLE V

BREAK DOWN AND SCHEDULE OF TASKS (OPTIONAL)

(Use this format when the tasks covered under this Project may be performed using multiple phases, requiring milestones or decision points.)

The Project shall proceed according to the following phases and schedule. Note that national priorities may pre-empt agreed-upon schedules in PAs.

<u>Phase 1</u>	<u>Start</u>	<u>End</u>
Description of Phase 1	MM/DD/YY	MM/DD/YY

(Milestone 1) (e.g., Transmittal of Feasibility Report)

<u>Phase 2</u>	<u>Start</u>	<u>End</u>
Description of Phase 2	MM/DD/YY	MM/DD/YY

(Milestone 2) (e.g., Decision to proceed to Phase 3)

<u>Phase 3</u>	<u>Start</u>	<u>End</u>
Description of Phase 3	MM/DD/YY	MM/DD/YY

(Milestone 3) (e.g., Evaluation, analysis of results)

(Add as many phases as necessary.)

The final report must be transmitted to the MAs six months before the termination date for this PA.

ARTICLE VI

MANAGEMENT

(If a PA does not require a Steering Committee, use the following format to set forth how the PA shall be managed.)

Alternative 1

1. This PA shall be directed and administered on behalf of the Parties by one Project Officer (PO) from each Party. The POs are:

U.S. DoD PO Title/Position _____

Organization _____

Address _____

FR MOD PO Title/Position _____

Organization _____

Address _____

2. Project Offices shall be established in _____ (*name of U.S. location*) and in _____ (*name of French location*). The POs are responsible for management of those tasks listed as national responsibilities in Article V (Sharing of Tasks) in this PA.

3. Particular Management Procedures:

(Mention only those additional management responsibilities not covered under Article IV of the Agreement.)

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

Alternative 2

1. This PA shall be directed and administered on behalf of the Parties by an organization consisting of a Steering Committee (SC) and one Project Officer (PO) from each Party. The SC members are:

U.S. DoD Co-Chairman Title/Position _____

Organization _____

Address _____

FR MOD Co-Chairman

Title/Position _____

Organization _____

Address _____

2. The POs are:

U.S. DoD PO

Title/Position _____

Organization _____

Address _____

FR MOD PO

Title/Position _____

Organization _____

Address _____

3. Particular Management Procedures:

(Mention only those additional management responsibilities not covered under Article IV of the Agreement. For instance, if a PA shall be administered by one joint program office staffed by members from each Party, add the following paragraph:

4.X Either Party may assign personnel to the JPO to assist in administering a PA. The Host Party shall provide office space and administrative support to personnel of the other Party in accordance with the Host Party's normal practice. A Party's assigned personnel shall be subject to the normal procedures and regulations of the Host Party. Provisions for the personnel provided are described in Appendix 1 to this PA.)

ARTICLE VII

FINANCIAL PROVISIONS

The Parties estimate that the cost of performance of the tasks under this PA shall not exceed U.S. \$ / Euros € _____.

Cooperative efforts of the Parties over and above the jointly agreed tasks set forth in the SCOPE OF WORK and SHARING OF TASKS and FINANCIAL PROVISIONS Articles shall be subject to amendment to this PA or signature of a new PA.

(If a PA will involve the assignment of Cooperative Project Personnel (CPP), the PA shall include a provision that refers to paragraphs 5.8 - 5.10 of the Agreement, identifies which Party is sending or hosting CPP, and specifies the number of CPP to be assigned. In addition, the PA shall include the amount of financial and non-financial contributions related to CPP in one of the two alternatives below in this Article.)

(If a PA will not involve one Party contracting for the other or both Parties, and no funds shall be exchanged between the Parties, use the following format for the Financial Provisions. Both financial and non-financial contributions should be included in the total U.S. DoD and FR MOD costs.)

Alternative 1

The U.S. DoD tasks shall not cost more than: _____ U.S. \$.

The FR MOD tasks shall not cost more than: _____ Euros €.

Or:

(If a PA will involve one Party contracting for the other Party or both Parties, or the Parties will transfer or exchange funds between them, use the following format for the Financial Provisions.)

Alternative 2

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

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
U.S. DoD						
FR MOD						

(Using the above table and whatever description is necessary, explain and demonstrate how the PA will be funded. Identify both financial (funds) and non-financial (range time, use of

equipment, etc.) contributions and identify the amount of funds to be transferred between the Parties.)

(The Financial Management Procedures Document (FMPD) should be developed by the POs and submitted to the SC (if appropriate) for approval. The FMPD should include as a minimum schedule, handling, funding levels by year, and auditing procedures for monetary contributions anticipated for this PA.)

ARTICLE VIII

SPECIAL DISCLOSURE AND USE OF INFORMATION PROVISIONS (OPTIONAL)

(Insert any special disclosure and use provisions unique to the PA.)

ARTICLE IX

CLASSIFICATION

Only one of the three following possibilities must be selected:

- a. No Classified Information shall be exchanged under this PA;
- b. The highest level of Classified Information exchanged under this PA is: CONFIDENTIAL; or
- c. The highest level of Classified Information exchanged under this PA is: SECRET.

ARTICLE X

PRINCIPAL ORGANIZATIONS INVOLVED

(List Test Facilities and other organizations of the Parties.)

ARTICLE XI

TEP EQUIPMENT TRANSFERS

Providing Party	Receiving Party	QTY	Description	Part/ Stock #	Consumables/ Non-Consumables	Approx Value

NOTES:

1. *In the event that the collaborative efforts under the PA require the provision of TEP Equipment to either Party, then a list of such TEP Equipment must be developed in general*

accordance with the preceding table. (TEP Equipment which cannot be identified at the time of PA signature shall be documented, when identified, in a list to be developed and maintained by the POs in the format at Appendix 2 to this Annex.)

2. If jointly acquired TEP Equipment is an aspect of the collaborative efforts under the PA, then terms and conditions for the disposal of such jointly acquired TEP Equipment must be included in the PA.

3. Use 11.1.1 or 11.1.2 as applicable.

4. Transportation provisions to be detailed.

11.1. Return/consumption of TEP equipment:

11.1.1 Return of TEP Equipment: Upon expiration or termination of the transfer period (taking into account any approved extension by the providing Party), the receiving Party shall return the TEP Equipment as specified in table above as 'non-consumable' to the providing Party (*specify arrangements*). If the TEP Equipment is lost, unintentionally destroyed, or damaged beyond economical repair, while in the custody of the receiving Party, the receiving Party shall issue a certificate of loss/destruction/irreparable damage to the providing Party.

11.1.2 Consumption of TEP Equipment: It is intended that the receiving Party shall consume the TEP Equipment as specified in table above as 'consumable' during the course of the Activity described in Article III. If this does occur, the receiving Party shall provide written notice of its consumption to the providing Party. In the event consumption does not occur prior to the end of the transfer period, the receiving Party shall return the TEP Equipment to the providing Party (*specify arrangements*). If the TEP Equipment is lost, unintentionally destroyed, or damaged beyond repair prior to its intended consumption while in the custody of the receiving Party, the receiving Party(s) shall issue a certificate of loss/destruction/irreparable damage to the providing Party.

ARTICLE XII

ENTRY INTO FORCE, DURATION AND TERMINATION

This _____ CTE PA, a Project under the Agreement between the Department of Defense of the United States of America and the Minister of Defense of the French Republic shall enter into force upon signature by the Parties, and shall remain in force for _____ years unless terminated by either Party. It may be extended by written agreement of the Parties.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA

THE MINISTER OF DEFENSE OF THE
FRENCH REPUBLIC

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

APPENDIX 1 -- COOPERATIVE PROJECT PERSONNEL

ASSIGNMENT OF *(INSERT NAME OF PROJECT)* COOPERATIVE PROJECT PERSONNEL

1.1 Purpose and Scope.

1.1.1 This Annex to the Project Agreement (PA) establishes the provisions that shall govern the conduct of the U.S. DoD or FR MOD Cooperative Project Personnel. During the term of the PA, each Party shall be permitted to assign military members or civilian employees of its DoD/MOD to the Joint Project Office (JPO), or to U.S. DoD or FR MOD field activities in accordance with this Appendix. Cooperative Project Personnel shall be able to perform all the responsibilities for the positions assigned to them under this PA. Commencement of assignments shall be subject to any requirements that may be imposed by the other Party or its government regarding acceptance of PA Cooperative Project Personnel, such as, but not limited to, visas and visit request documentation. The U.S. DoD and FR MOD SC representatives or in the event no SC is established, the POs, shall determine the length of tour for the positions at the time of initial assignment.

1.1.2 Cooperative Project Personnel shall be assigned to the JPO or to U.S. DoD or FR MOD field activities for Project work (including work at U.S. or French Contractor facilities) and shall report to their designated supervisor within those organizations regarding that work. The designated supervisor shall be responsible for the creation of a document describing the duties of each CPP position, which shall be subject to approval by the SC or, in the event no SC is established, the POs. Cooperative Project Personnel shall not act as liaison officers for their parent organizations or governments. However, such personnel may act from time to time on behalf of their SC representative (or PO as applicable), if the latter so authorizes in writing.

1.1.3 Cooperative Project Personnel shall not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host Party's Government.

2.1 Security.

2.1.1 The U.S. DoD and FR MOD SC representatives (or POs as applicable) shall establish the maximum level of security clearance required, if any, to permit Cooperative Project Personnel to have access to Classified Information and facilities in which Classified Information is used in accordance with the Project Security Instruction (PSI) and Classification Guide (CG). Access to Classified Information and facilities in which Classified Information is used shall be consistent with, and limited by, Article III (Objectives) and Article IV (Scope of Work) of this PA and the corresponding provisions of this Appendix, and shall be kept to the minimum required to accomplish the work assignments.

2.1.2 The parent Party shall file visit requests for the Cooperative Project Personnel through prescribed channels in compliance with the Host Party's procedures. The Parties shall cause security assurances to be filed, through their respective embassies, specifying

the security clearances for the Cooperative Project Personnel being assigned. The security assurances shall be prepared and forwarded through prescribed channels in compliance with established procedures.

2.1.3 The Parties shall use their best efforts to ensure that both U.S. DoD and FR MOD personnel assigned to the JPO or field activities are made aware of, and required to comply with, applicable laws and regulations as well as the requirements of Article VIII (Disclosure and Use of Information), Article IX (Controlled Unclassified Information), and Article XI (Security) of the Agreement, and the corresponding provisions of this Appendix, and the PSI and CG. Prior to commencing assigned duties, Cooperative Project Personnel shall, if required by the Host Party's laws, regulations, policies, or procedures, sign a certification concerning the conditions and responsibilities of Cooperative Project Personnel.

2.1.4 Cooperative Project Personnel shall at all times be required to comply with the security and export laws, regulations, and procedures of the Host Party, as briefed in accordance with paragraph 3.2 of this Appendix. Any violation of security or export procedures by Cooperative Project Personnel during their assignment shall be reported to their parent organization and government for appropriate action. Cooperative Project Personnel committing willful violations of security or export laws, regulations, or procedures during their assignments shall be withdrawn from the Project with a view toward appropriate administrative or disciplinary action by their parent organization and government.

2.1.5 All Classified Information made available to Cooperative Project Personnel shall be considered as Classified Information furnished to the U.S. DoD or FR MOD and shall be subject to all of the provisions and safeguards provided for in this PA, this Appendix, the Agreement, the PSI and the CG.

2.1.6 Cooperative Project Personnel shall not have personal custody of Classified Information or Controlled Unclassified Information, unless approved by the JPO and as authorized by the parent organization. They shall be granted access to such information in accordance with the provisions of the PSI during normal duty hours when access is necessary to perform Project work. They may not have unsupervised access to classified libraries or operating centers, or to document catalogues, unless the information therein is releasable to the public.

2.1.7 Cooperative Project Personnel shall not serve as a conduit between the U.S. DoD and the FR MOD for requests for and/or transmission of Classified Information or Controlled Unclassified Information unless specifically authorized by the PSI.

3.1 Administrative Matters.

3.1.1 Consistent with Host Party's laws and regulations, and subject to applicable multilateral and bilateral treaties, agreements and arrangements, Cooperative Project Personnel shall be subject to the same restrictions, conditions, and privileges as Host

Party personnel of comparable rank and in comparable assignments. Further, to the extent authorized by the Host Party's laws and regulations, Cooperative Project Personnel and their authorized dependents shall be accorded:

3.1.1.1 Exemption from any Host Party tax upon income received from their parent organization or government.

3.1.1.2 Exemption from any Host Party customs and import duties or similar charges levied on items entering the country for their official or personal use, including their baggage, household effects, and private motor vehicles.

3.1.2 Upon or shortly after arrival, Cooperative Project Personnel shall be informed by the Project Office or Host Party field activities about applicable laws, orders, regulations, and customs and the need to comply with them. Cooperative Project Personnel shall also be provided briefings arranged by the Project Office or Host Party field activities regarding applicable entitlements, privileges, and obligations such as:

3.1.2.1 Any medical or dental care that may be provided to Cooperative Project Personnel and their dependents at the Host Party's medical facilities, subject to applicable laws and regulations, including reimbursement when required by such laws and regulations.

3.1.2.2 Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for Cooperative Project Personnel and their dependents, subject to applicable laws and regulations.

3.1.2.3 Responsibility of Cooperative Project Personnel and those dependents accompanying them to obtain motor vehicle liability insurance coverage in accordance with laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by Cooperative Project Personnel and their dependents, the recourse shall be against such insurance.

3.1.3 The POs, through the JPO and Host Party field activities, shall establish standard operating procedures for Cooperative Project Personnel in the following areas:

3.1.3.1 Working hours, including holiday schedules.

3.1.3.2 Leave authorization, consistent to the extent possible with the military or civilian personnel regulations and practices of both Parties.

3.1.3.3 Dress regulations, consistent to the extent possible with the military or civilian personnel regulations and practices of both Parties.

3.1.3.4 Performance evaluations, recognizing that such evaluations must be rendered in accordance with the providing Party's military or civilian personnel regulations and practices.

3.1.4 Cooperative Project Personnel committing an offense under the laws of the government of either Party may be withdrawn from this Project with a view toward further administrative or disciplinary action by the providing Party. Disciplinary action, however, shall not be taken by the Host Party against Cooperative Project Personnel from the providing Party, nor shall Cooperative Project Personnel from the providing Party exercise disciplinary authority over Host Party personnel. In accordance with the Host Party's laws, regulations, and procedures, the Host Party shall assist the providing Party in carrying out investigations of offenses involving Cooperative Project Personnel.

APPENDIX 2 -- INVENTORY OF TEP EQUIPMENT TRANSFERS

<u>Nomenclature</u>	<u>Part No./ Model No.</u>	<u>Replacement Value</u>	<u>Receiving Party</u>	<u>Date Transferred</u>
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ANNEX C

MODEL TEP EQUIPMENT TRANSFER (ET) FORM

TEP EQUIPMENT TRANSFER (ET) NUMBER (XXXX)

TO THE TEP AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND THE
MINISTER OF DEFENSE OF THE FRENCH REPUBLIC
DATED

PREAMBLE

This TEP Equipment Transfer (ET) is entered into pursuant to the Agreement between the Department of Defense of the United States of America and the Minister of Defense of the French Republic concerning Test and Evaluation Programs (TEP) Cooperation (*insert effective date of TEP Agreement*). This TEP Agreement ET Form is being executed by the Parties pursuant to Article VII (TEP Equipment) of the TEP Agreement.

ARTICLE I

DESCRIPTION AND QUANTITY

1.1 The following TEP Equipment shall be transferred by the providing Party to the receiving Party:

Providing Party	Receiving Party	QTY	Description	Part/ Stock #	Consumables\ Non-Consumables	Approx Value

(Fill in as appropriate)

1.2 Transportation provisions to be detailed.

ARTICLE II

PURPOSE

2.1 The purpose of this TEP Equipment transfer is to support the following TEP Activity.

2.1.1 *(Fill in as appropriate)*

ARTICLE III

MANAGEMENT AND RESPONSIBILITIES

3.1 Each Party shall establish a point of contact who shall be responsible for implementing this TEP Equipment transfer.

3.1.1 For the providing Party the point of contact is *

3.1.2 For the receiving Party the point of contact is *

(Insert the appropriate names, titles/office symbols, addresses, telephone and fax numbers, and email addresses of the personnel assigned to implement this TEP Equipment transfer.)*

3.2 Responsibilities of the Providing Party:

3.2.1 Transfer of the TEP Equipment: The providing Party shall transfer the TEP Equipment listed above for the duration of the transfer period specified in paragraph 5.4 unless extended by mutual written consent.

3.2.2 TEP Equipment Delivery: The providing Party shall deliver the TEP Equipment (specify arrangements). Custody of the TEP Equipment shall pass from the providing Party to the receiving Party at the time of receipt of the TEP Equipment. Any further transportation is the responsibility of the receiving Party unless otherwise specified in this paragraph.

3.2.3 Information: The providing Party shall furnish the receiving Party such information as is necessary to enable the TEP Equipment to be used in the Activity described in paragraph 2.1.1 in accordance with Article VIII (Disclosure and Use of Information) of the TEP Agreement.

3.3 Responsibilities of the Receiving Party:

3.3.1 Inspection and Inventory: The receiving Party shall inspect and inventory the TEP Equipment upon receipt. The receiving Party shall also inspect and inventory the TEP Equipment prior to its return to the providing Party unless the TEP Equipment is consumed in accordance with paragraph 3.3.2.

3.3.2 Return/consumption of TEP equipment:

3.3.2.1 Return of TEP Equipment: Upon expiration or termination of the transfer period specified in paragraph 5.4 (taking into account any approved extension by the providing Party), the receiving Party shall return the TEP Equipment specified in paragraph 1.1 as 'non-consumable' to the providing Party (*specify arrangements*). If the TEP Equipment is lost, unintentionally destroyed, or damaged beyond economical repair, while in the custody of the receiving Party, the receiving Party shall issue a certificate of loss/destruction/irreparable damage to the providing Party.

3.3.2.2 Consumption of TEP Equipment: It is intended that the receiving Party shall consume the TEP Equipment specified in paragraph 1.1 as 'consumable' during the course of the Activity described in paragraph 2.1.1. If this does occur, the receiving Party shall provide written notice of its consumption to the providing Party. In the event consumption does not occur prior to the end of the transfer period specified in paragraph 5.4, the receiving Party shall return the TEP Equipment to the providing Party (*specify arrangements*). If the TEP Equipment is lost, unintentionally destroyed, or damaged beyond repair prior to its intended consumption while in the custody of the receiving Party, the receiving Party(s) shall issue a certificate of loss/destruction/irreparable damage to the providing Party.

3.4 This TEP ET Form provides only for transfer of TEP Equipment associated with the Activity described in paragraph 2.1.1. Signature of this TEP ET Form does not imply any commitment by a Party to participate in any activities beyond the ET described herein.

ARTICLE IV

CLASSIFICATION

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

“No classified TEP Equipment shall be transferred under this TEP ET Form.”

or

“The highest level of classified TEP Equipment under this TEP ET Form is *(insert level of classification)*.”

ARTICLE V

MODIFICATION, TERMINATION, AND TRANSFER PERIOD

5.1 The provisions of this ET Form may be modified or extended by written mutual consent of the Parties in accordance with Article VII (TEP Equipment transfers) of the TEP Agreement.

5.2 The TEP Equipment Transfer described in this TEP ET Form may be terminated at any time in accordance with the following provisions.

5.2.1 Through the mutual written consent of the Parties.

5.2.2 Unilaterally by the receiving Party on 60 days written notice to the providing Party.

5.2.3 Unilaterally by the providing Party at any time.

5.3 Responsibilities regarding security and protection against unauthorized use, disclosure, or transfer that accrued prior to termination or expiration of the transfer period shall continue to apply without limit of time in accordance with Article XVIII (Amendment, Termination, Entry Into Force, and Duration) of the TEP Agreement.

5.4 The transfer period for the TEP Equipment described herein begins on the date of the last signature below, and, unless terminated or extended, shall continue until *(enter date or amount of time)*.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA

THE MINISTER OF DEFENSE OF THE
FRENCH REPUBLIC

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location