

ANNEX A
SAMPLE PROJECT ARRANGEMENT
TO THE
DOD-MOD RESEARCH AND DEVELOPMENT PROJECTS (RDP)
MEMORANDUM OF UNDERSTANDING
DATED MM/DD/YR
PROJECT ARRANGEMENT NO. _____ *

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
(FULL TITLE OF THE PROJECT)

Project Arrangement Numbers will be structured as follows:

DOD-MOD-XX-NN-nnnn where XX is a U.S. Military Service or Defense Agency designator such as A for Army, D for Department of Defense, N for Navy, AF for Air Force; NN is the calendar year, and nnnn is a sequential number.

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Note: Number paragraphs sequentially, i.e., 1.1, 1.2, etc.

**SECTION I
INTRODUCTION**

This Project Arrangement (PA) is entered into pursuant to the 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 Participation in Research and Development Projects of April 26, 2000, the provisions of which are hereby incorporated by reference.

**SECTION II
DEFINITION OF TERMS AND ABBREVIATIONS**

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

**SECTION III
OBJECTIVES**

3.1. The objectives of this _____ Project are:

3.1.1. The development of _____

3.1.2. The improvement of _____

3.1.3. The investigation of _____

**SECTION IV
SCOPE OF WORK**

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

4.1.1. Research _____

4.1.2. Develop _____

4.1.3. Evaluate _____

4.1.4. Design, fabricate, and test _____

SECTION V
SHARING OF TASKS

5.1. The sharing of tasks will be as follows:

5.1.1. The DOD will _____

5.1.2. The MOD will _____

5.1.3. DOD and MOD will jointly _____

SECTION VI
BREAK DOWN AND SCHEDULE OF TASKS
(OPTIONAL)

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

6.1. The Project will proceed according to the following phases and schedule:

Phase I	Start	End
Description of Phase 1	MM/YY	MM/YY

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

Phase 2	Start	End
Description of Phase 2	MM/YY	MM/YY

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

Phase 3	Start	End
Description of Phase 3	MM/YY	MM/YY

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

(Add as many phases as necessary)

6.2. The final report must be transmitted to the RDP/EAs six months before the termination date for this PA.

**SECTION VII
MANAGEMENT**

(It is anticipated that most Projects will not need the establishment of a Steering Committee; however, for such instances where a SC is deemed to be required, the following provides for the designation of SC members)

7.1. The following, or equivalent in the event of reorganization, are designated as Steering Committee Representatives:

7.1.1. DOD Co-Chairperson

Title/Position _____

Organization _____

Address _____

7.1.2. MOD Co-Chairperson

Title/Position _____

Organization _____

Address _____

7.2. The following, or equivalent in the event of reorganization, are designated as Project Officers:

7.2.1. DOD PO

Title/Position _____

Organization _____

Address _____

7.2.2. MOD PO

Title/Position _____

Organization _____

Address _____

7.3. Particular Management Procedures:

(Mention only those additional management responsibilities not covered under Section IV of the RDP MOU)

SECTION VIII
FINANCIAL ARRANGEMENTS

8.1. The Participants estimate that the cost of performance of the work under this PA will not exceed \$_____.

8.1.1. The DOD tasks will not cost more than X DOD\$

8.1.2. The MOD tasks will not cost more than Y MOD £

8.2. Cooperative efforts of the Participants over and above the jointly determined tasks detailed in the Scope of Work, Sharing of Tasks and Financial Arrangements Sections will be subject to amendment to this PA or signature of a new PA.

SECTION IX
SPECIAL ARRANGEMENTS

(Optional - include any special contractual, intellectual property rights or other provisions relevant to the specific PA)

SECTION X
LEVEL OF CLASSIFICATION

Only one of the three following possibilities must be selected:

- a. No Classified Information will be exchanged under this PA;
- b. The highest level of Classified Information which may be exchanged under this PA is Confidential.
- c. The highest level of Classified Information which may be exchanged under this PA is Secret.

The existence of this PA is (unclassified)* and the contents are (unclassified)*.

*Revise where appropriate.

SECTION XI
PRINCIPAL ORGANIZATIONS INVOLVED

(List the government laboratories, research centers, etc. for the DOD and the MOD including full postal address.)

SECTION XII
LOAN OF PROJECT EQUIPMENT
(OPTIONAL)

12.1. The loan of the following Project Equipment is necessary for executing this PA.

Providing Participant	Receiving Participant	Qty	Description	Part/ Stock #	Consumable/ Non-Consumable	Approx Value	Loan Period
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(fill in as appropriate)

Alternate Paragraph 12.1:

12.1. Project Equipment to be loaned will be documented in a list to this PA in the following format.

Providing Participant	Receiving Participant	Qty	Description	Part/ Stock #	Consumable/ Non-Consumable	Approx Value	Loan Period
-----------------------	-----------------------	-----	-------------	---------------	----------------------------	--------------	-------------

The list will be prepared by the POs for signature by the SC or RDP/EA if no SC, after appropriate national approvals have been obtained. The list will be an integral part of this PA.

12.2. The providing Participant will loan the Project Equipment (for the loan period identified in paragraph 12.1 above.) Or [which is intended to be consumed/expended and not returned to the providing Participant.] **

**If Alternate Paragraph 12.1 is used, change Paragraph 12.2 as follows: The providing Participant will loan the Project Equipment for the loan period identified in -list.

SECTION XIII
ENTRY INTO EFFECT, DURATION AND TERMINATION

This _____ PA, a Project under the RDP 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, will enter into effect upon its signature, and will remain in effect for _____ years unless terminated by the Participants. It may be extended by written consent of the RDP MOU Executive Agents (EAs).

FOR THE SECRETARY OF DEFENSE
ON BEHALF OF THE DEPARTMENT OF
DEFENSE OF THE UNITED STATES OF
AMERICA:

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

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

ANNEX B

TO THE

US-UK RESEARCH AND DEVELOPMENT PROJECTS (RDP)

MEMORANDUM OF UNDERSTANDING

DATED MM/DD/YR

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

COOPERATIVE PROJECT PERSONNEL

Text in Italics indicate instructions

ASSIGNMENT OF
[INSERT NAME OF PROJECT] PROJECT PERSONNEL

1.0. Definitions.

In addition to the definitions in Section I (Definitions) of this MOU the following definitions will apply:

1.1. "Host Organization" means the *[identify the Major Command]* to which *[name of Project]* Project Personnel are assigned for duty pursuant to the *[identify name of the applicable PA]*.

1.2. "Host Participant" means the Department of Defense or Ministry of Defence (DoD/MoD) to which the Host Organization belongs.

1.3. "*[Project Name]* Project Personnel" means military or civilian employees of the Parent Organization of one Participant assigned to the Host Organization of the other who perform professional administrative, contracting, logistics, financial, planning or other support functions in furtherance of the *[name of Project]* Project.

1.4. "Parent Organization" means the DoD and MoD departments and agencies to which *[insert Project name]* Project Personnel belong.

1.5. "Parent Participant" means the DoD/MoD to which the Parent Organization belongs.

2.0. Purpose and Scope.

2.1. This Annex establishes the provision by which the Participants will assign *[Project name]* Project Personnel in support of the *[Project name]* Project from the other Participant. During the term of the RDP MOU, each Participant will be permitted to assign military or civilian employees of its DoD/MoD to serve as *[insert Project name]* Project Personnel to the Project Office run by the other Participant in accordance with the terms of this Annex. Commencement of such an assignment will be subject to any requirements that may be imposed by the other Participant or its government regarding approval of *[insert Project name]* Project Personnel. An individual may serve for any length of time up to the completion or termination of the *[insert Project name]* PA.

2.2. *[Insert Project name]* Project Personnel will not act in a liaison capacity. *[Insert Project name]* Project Personnel will perform duties as mutually determined by the Program Manager (PM) and Deputy PM.

3.0. Financial Arrangements

3.1. The Parent Participant's responsibility will include all costs and expenses of *[insert Project name]* Project Personnel, including, but not limited to:

3.1.1. All pay and allowances.

3.1.2. Travel to and from the country of the Host Participant, except for travel pursuant to paragraph 3.2.

3.1.3. All temporary duty costs, including travel costs, when such duty is carried out at the request of the Parent Participant.

3.1.4. Compensation for loss of, or damage to, the personal property of *[insert Project name]* Project Personnel, or the personal property of *[insert Project name]* Project Personnel dependents.

3.1.5. The movement of dependents and the household effects of *[insert Project name]* Project Personnel.

3.1.6. Preparation and shipment of remains and funeral expenses in the event of the death of *[insert Project name]* Project Personnel or their dependents.

3.1.7. All expenses in connection with the return of *[insert Project name]* Project Personnel whose assignment has been terminated, along with his or her dependents.

3.2. The Host Participant will be responsible for the following:

3.2.1. Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the Host Participant.

3.2.2. Costs incurred as a result of a change in location in work ordered by the Host Participant during the period of assignment.

3.3. The Host Participant will not charge for the use of facilities and equipment necessary for the performance of tasks assigned to *[insert Project name]* Project Personnel.

3.4. The Host Participant will not provide any supplies or services related to those costs that, pursuant to paragraph 3.1, are the responsibility of the Parent Participant. Accordingly, the Parent Participant will make arrangements to defray such costs directly through its personnel, rather than through reimbursement to the Host Participant.

4.0. Security.

4.1. The Participants will establish the maximum level of security clearance required, if any, to permit *[insert Project name]* Project Personnel to have access to Classified Information and work areas in accordance with the Project Security Instruction and Classification Guide. Access to Classified Information and facilities will be consistent with, and limited by, Section III (Scope of Work) of this MOU and will be kept to the minimum required to accomplish the work assignments.

4.2. Each Participant will cause security assurances to be filed through the U.S. Embassy in London, England in the case of United States personnel and through the British Embassy in Washington, D.C. in the case of United Kingdom personnel stating the security clearances for the *[insert Project name]* Project Personnel being assigned. The security assurances will be prepared and forwarded through prescribed channels in compliance with established Host Participant procedures.

4.3. The Host Organization and the Parent Organization will ensure that assigned *[insert Project name]* Project Personnel are fully cognizant of applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), Classified Information and Controlled Unclassified Information to which access might be gained under this Project both during and after termination of an assignment. Prior to taking up assigned duties, *[insert Project name]* Project Personnel will be required to sign the certification at Appendix 1.

4.4. *[Insert Project name]* Project Personnel will at all times be required to comply with the security laws, regulations and procedures of the government of the Host Participant. Any violation of security procedures by *[insert Project name]* Project Personnel during their assignment will be reported to the Parent Participant for appropriate action. *[Insert Project name]* Project Personnel committing willful violations of security laws, regulations, or procedures during their assignments will be withdrawn from the Project with a view toward appropriate administrative or disciplinary action by the Parent Participant.

4.5. All classified information made available to the *[insert Project name]* Project Personnel will be considered as Classified Information furnished to the Parent Participant and will be subject to all provisions and safeguards provided for in Section XII (Security) and the Project Security Instruction and Classification Guide.

4.6. *[Insert Project name]* Project Personnel will not take custody of Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files) unless approved by the *[insert Project name]* Project Office and as authorized by the Parent Participant on a case-by-case basis.

5.0. Technical and Administrative Matters.

5.1. To the extent authorized by the laws and regulations of the government of the Host Participant, the Host Organization will provide such administrative support as is necessary for *[insert Project name]* Project Personnel to perform their assigned tasks.

5.2. Consistent with the laws and regulations of the government of the Host Participant, *[insert Project name]* Project Personnel assigned under this MOU will be subject to the same restrictions, conditions, and privileges as Host Participant personnel of comparable rank and in comparable assignments. Further, to the extent authorized by the laws and regulations of the government of the Host Participant, *[insert Project name]* Project Personnel and their authorized dependents will be accorded on a reciprocal basis:

5.2.1. Exemption from any tax by the government of the Host Participant upon income received from the government of the Parent Participant.

5.2.2. Exemption from any customs and import duties or similar charges levied on items entering the country of the Host Participant for their official or personal use, including their baggage, household effects, and private motor vehicles. The foregoing will not in any way limit privileges set forth elsewhere in this MOU, or other privileges granted by the laws and regulations of the government of the Host Participant.

5.3. *[Insert Project name]* Project Personnel and their dependents will be informed by the Host Organization about applicable laws, orders, regulations, and customs and they will be required to comply with them. *[Insert Project name]* Project Personnel and their dependents also will be briefed by Host Organization personnel regarding their specific entitlements, privileges, and obligations upon their arrival in the country of the Host Organization.

5.4. *[Insert Project name]* Project Personnel may observe the holiday schedule of either the Parent Participant or the Host Participant as mutually acceptable.

5.5. The Participants will determine working hours for *[insert Project name]* Project Personnel that are consistent with the customs and requirements of both Participants. *[Insert Project name]* Project Personnel will have performance evaluations rendered in accordance with the applicable Parent Participant regulations.

5.6. *[Insert Project name]* Project Personnel committing an offense under the laws of the government of either the Parent Participant or the Host Participant may be withdrawn from this Project with a view toward further administrative or disciplinary action by the Parent Participant. Disciplinary action, however, will not be taken by the Host Participant against *[insert Project name]* Project Personnel and *[insert Project name]* Project Personnel will not exercise disciplinary powers over personnel of the Host Participant. The Participants will cooperate when legally possible in carrying out administrative or disciplinary action by the Parent Participant against its *[insert Project name]* Project Personnel.

5.7. Any medical and dental care that may be provided to *[insert Project name]* Project Personnel and their dependents at the Host Participant medical facilities, will be subject to the requirements of the laws and regulations of the government of the Host Participant, including reimbursement when required by such laws and regulations.

5.8. In no case will *[insert Project name]* Project Personnel be assigned to positions which would require exercise of command or be assigned to other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the U.S. Government.

5.9. *[Insert Project name]* Project Personnel will not be placed on duty or in positions in areas of political sensitivity where their presence would jeopardize the interests of the Parent Participant, or where, in the normal course of their duty, they may become involved in activities which may embarrass the Parent Participant.

5.10. The Host Participant will not deploy *[insert Project name]* Project Personnel in non-direct hostility situations, such as UN peacekeeping or multi-national operations, without Parent Participant approval. Additionally, *[insert Project name]* Project Personnel will not be deployed to a third country without Parent Participant approval.

5.11. The Host Participant will not place *[insert Project name]* Project Personnel in duty assignments in which direct hostilities with forces of third states are likely. Should a unit in which *[insert Project name]* Project Personnel are assigned become involved in hostilities unexpectedly, *[insert Project name]* Project Personnel assigned to the unit will not be involved in the hostilities without authorization from the Parent Participant. *[Insert Project name]* Project Personnel approved by both the parent Participant and the Host Participant for involvement in hostilities will be given clear guidance on the Host Participant's interpretation of laws of war, to include the rules of engagement.

5.12. Purchasing and patronage privileges at military commissaries, exchanges, theaters and clubs will be extended to *[insert Project name]* Project Personnel and their dependents on the same basis as equivalent personnel of the Host Participant. This provision will not, however, limit privileges set forth elsewhere in this MOU or other privileges granted by the Host Participant, at its discretion, with the consent of the Parent Participant.

5.13. *[Insert Project name]* Project Personnel will be granted leave according to their entitlements under the regulations of the Parent Organization, subject to the approval of the appropriate authorities of the Host Organization.

5.14. *[Insert Project name]* Project Personnel will be required to comply with the dress regulations of the Parent Organization and will also wear such identification as may be necessary to identify the *[insert Project name]* Project Personnel's nationality, rank and status. The order of dress for any occasion will be that which most nearly conforms to

the order for the Host Organization with which they are serving. Customs of the Host Organization will be observed with respect to wearing of civilian clothes.

5.15. Consistent with the laws and regulations of the government of the Host Participant, and upon conditions of reciprocity, the Host Organization will provide, if available, housing and messing facilities for *[insert Project name]* Project Personnel and their dependents on the same basis and priority as for its own personnel. *[Insert Project name]* Project Personnel will pay messing and housing charges to the same extent as personnel of the Host Organization. At locations where facilities are not provided by the Host Organization for its own personnel, the Parent Organization will make suitable arrangements for *[insert Project name]* Project Personnel.

6.0. *[Insert Project name]* Project Personnel and those dependents accompanying them, must obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the Host Participant, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse will be against such insurance.

7.0. The NATO Status of Forces agreement pertaining to rights and privileges of military and civilian personnel of a Participant while in the territory of the other Participant will apply to *[insert Project name]* Project Personnel and their dependents.

APPENDIX 1 TO ANNEX B

CERTIFICATION OF CONDITIONS AND RESPONSIBILITIES
FOR COOPERATIVE PROJECT PERSONNEL

I understand and acknowledge that I have been accepted for assignment to *(insert name and location of Project to which assigned)* pursuant to the Memorandum of Understanding (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 concerning Cooperative Participation in Research and Development Projects Capitalized terms in this certification have the meanings defined in the MOU. In connection with this assignment, I further understand, acknowledge, and certify that I shall comply with the following conditions and responsibilities:

1. The purpose of the assignment is to provide my expertise to the Project. There shall be no access to information except as required to perform the duties described in the position description (PD) of the position to which I am assigned, as determined by my designated supervisor.

2. I shall perform only functions which are properly assigned to me as described in the PD for my assignment and shall not act in any other capacity to the Host Participant on behalf of my government or my Parent Participant.

3. All Project Information to which I may have access during this assignment shall be treated as information provided to my government in confidence and shall not be further released or disclosed by me, except as authorized by the MOU.

4. When dealing with individuals outside of my immediate office of assignment on official matters, I shall inform such individuals that I am a foreign Cooperative Project Person.

5. I have been briefed on, understand, and shall comply with all applicable security regulations concerning the protection of proprietary information (such as Patents, copyrights, know-how and trade secrets), Classified Information and Controlled Unclassified Information.

6. I shall immediately report to my designated supervisor all attempts to obtain Classified, proprietary or Controlled Unclassified Information to which I may have access as a result of this assignment.

(Typed Name)

(Signature)

(Rank/Title)

(Date)

22 JUN 2000

CERTIFICATION OF AUTHENTICITY

I hereby certify that, in the course of its official duties, the Armaments Cooperation Division (SAF/IAQ), Office of the Deputy Under Secretary of the Air Force (International Affairs) maintains custody of the original signed copy of the Agreement between the Department of the Air Force of the United States of America and the Ministry of Defense of the United Kingdom concerning Cooperative Participation in Research and Development Projects.

Gregory T Beckham
GREGORY T. BECKHAM
Deputy Chief, Armaments Cooperation Division
Deputy Under Secretary of the Air Force
International Affairs