

APPENDIX B

**\*\*SAMPLE CBR PROJECT ARRANGEMENT\*\***

TO THE  
CA-UK-US  
MEMORANDUM OF UNDERSTANDING  
FOR THE

RESEARCH, DEVELOPMENT AND ACQUISITION OF CHEMICAL,  
BIOLOGICAL AND RADIOLOGICAL DEFENSE MATERIEL

DATED MM/DD/YR

CBR PROJECT ARRANGEMENT NO. \_\_\_\_\_

**(Insert the Contributing Participants to this CBR PA)**

**CONCERNING**

**(FULL TITLE OF THE CBR PROJECT)**

**Project Arrangement Numbers will be structured as follows:**

**US-CA-UK-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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SECTION I

INTRODUCTION

1.1 This CBR Project Arrangement (CBR PA) is entered into pursuant to the Memorandum of Understanding among the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense on behalf of the Department of Defense of the United States of America, Concerning the Research, Development, and Acquisition of Chemical, Biological and Radiological Defense Materiel of mm/dd/yy, the provisions of which are hereby incorporated by reference.

SECTION II

DEFINITION OF TERMS AND ABBREVIATIONS

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

SECTION III

OBJECTIVES

3.1 The objectives of this \_\_\_\_\_ Project are (one or more of the following may be used, if appropriate)

a. the development of \_\_\_\_\_  
\_\_\_\_\_

b. the improvement of \_\_\_\_\_  
\_\_\_\_\_

c. the investigation of \_\_\_\_\_  
\_\_\_\_\_

d. the acquisition of \_\_\_\_\_  
\_\_\_\_\_

e. other (specify): \_\_\_\_\_  
\_\_\_\_\_

SECTION IV  
SCOPE OF WORK

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

- a.
- b.
- c.

**(For acquisition taking place under the provisions of the CBR MOU, respective national acquisition regulations and procedures will apply and special provisions may be incorporated in this PA as necessary.)**

SECTION V  
SHARING OF TASKS

5.1 The sharing of tasks will be as follows:  
**(Show only Contributing Participants)**

5.1.1. CA will \_\_\_\_\_  
\_\_\_\_\_

5.1.2. The UK will \_\_\_\_\_  
\_\_\_\_\_

5.1.3. The US will \_\_\_\_\_  
\_\_\_\_\_

5.1.4. CA/UK/US will jointly \_\_\_\_\_  
\_\_\_\_\_

SECTION VI  
BREAKDOWN AND SCHEDULE OF TASKS

(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:

<u>Phase I</u>	<u>Start</u>	<u>End</u>
Description of Phase 1		
(Milestone 1)	(e.g. Transmittal of Feasibility Report)	
<u>Phase 2</u>	<u>Start</u>	<u>End</u>
Description of Phase 2		
(Milestone 2)	(e.g. Decision to proceed to Phase 3)	
<u>Phase 3</u>	<u>Start</u>	<u>End</u>
Description of Phase 3		
(Milestone 3)	(e.g. Evaluation, analysis of results)	

(Add as many phases as necessary.)

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

SECTION VII  
MANAGEMENT  
(Show only Contributing Participants)

7.1 CA Technical Officer (TO)

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7.2 UK Technical Officer

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

7.3 US Technical Officer

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

7.4 Particular Management Procedures:

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

SECTION VIII

FINANCIAL ARRANGEMENTS  
(Show only Contributing Participants)

8.1 The Participants estimate that the total cost of performance of the work under this CBR PA will not exceed US\$X, CA \$Y and UK£Z.

8.1.2 The CA tasks will not cost more than Y CA\$:

8.1.3 The UK tasks will not cost more than Z UK£:

8.1.4 The US tasks will not cost more than X US\$:

8.2 Cooperative efforts of the Participants over and above the jointly determined tasks detailed in the SCOPE OF WORK and SHARING OF TASKS and FINANCIAL ARRANGEMENTS Sections will be subject to amendment to this CBR PA or signature of a new CBR PA.

8.3 Special Financial Considerations and Provisions:

## SECTION IX

### SPECIAL PROVISIONS

(Include any special provisions pursuant only to this CBR PA, including special intellectual property rights (as per paragraph 9.9 of the MOU), unique national requirements in contracting (as per paragraph 6.3 of the MOU), Cooperative Project Personnel (as per Section V, Cooperative Project Personnel, of the MOU), etc.)

## SECTION X

### CONTRACTING

(Include any contracting provisions specific to this CBR PA. For example, if the Contributing Participants under a CBR PA decide that it is necessary for one Contributing Participant to incur contractual or other obligations for the benefit of all Contributing Participants, the Contracting section of the PA should state that the Contributing Participants will pay their equitable share of such obligations, make funds available in such amounts and at such times as may be required by the obligations, or pay any damages and costs that may accrue from the performance of or cancellation of the obligations in advance of the time such payments, damages, or costs are due. If there are no specific contracting provisions specific to this CBR PA, state, "none".)

## SECTION XI

### LEVEL OF CLASSIFICATION

One of the two following possibilities must be selected:

- a. No Classified Information or Materiel will be exchanged under this CBR PA;
- b. The highest level of Classified Information or Materiel which may be exchanged under this CBR PA is (insert classification).

## SECTION XII

### PRINCIPAL ORGANIZATIONS INVOLVED

(List the government laboratories, research centers, etc. for the Contributing Participants.)

SECTION XIII

EQUIPMENT AND MATERIAL TRANSFERS  
(OPTIONAL)

13.1. The loan of the following Equipment and Material is necessary for executing this CBR PA. Equipment and Material is loaned only for the purposes set forth in the OBJECTIVES section of this CBR PA.

13.2. The following Equipment and Material will be transferred by the providing Participant to the receiving Participant under this CBR PA:

(fill in as appropriate)

<u>Providing Participant</u>	<u>Receiving Participant</u>	<u>Quantity</u>	<u>Description</u>	<u>Stock Number</u>	<u>Approx Value</u>	<u>Classification of Item</u>
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13.3 Transfer of the Equipment and Material - The providing Participant(s) will transfer the Equipment and Material listed above for the duration of the transfer period specified in paragraph 5.4 unless extended by mutual written consent.

13.4 Equipment and Material Delivery - The providing Participant(s) will make available the Equipment and Material (**specify arrangements**). Custody of the Equipment and Material will pass from the providing Participant(s) to the receiving Participant(s) at the time of receipt of the Equipment and Material. Any further transportation is the responsibility of the receiving Participant(s) unless otherwise specified in this paragraph.

13.5 (Choose one of the following alternatives, or use both if both situations apply.)

**Alternative A -- Use when return of Equipment and Material is planned.**

Return of Equipment and Material - Upon expiration or termination of this CBR PA, specified in Section XIV (Entry into Effect, Duration and Termination), (taking into account any approved extension by the providing Participant(s)), the receiving participant(s) will return the Equipment and Material to the providing participant (**specify arrangements**). If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond repair, while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of

loss/destruction/irreparable damage to the providing Participant(s).”

**Alternative B -- Use when return of Equipment and Material is not planned due to its consumption during the Activity.**

“Consumption of Equipment and Material - It is intended that the receiving Participant(s) will consume the Equipment and Material specified in paragraph 13.2 during the course of the Activity described in paragraph 4.1. If this does occur, the receiving Participant(s) will provide written notice of its consumption to the providing Participant(s). In the event consumption does not occur prior to the end of this CBR PA, specified in Section XIV (Entry into Effect, Duration and Termination), the receiving Participant(s) will return the Equipment and Material to the providing Participant (**specify arrangements**) or will destroy the Equipment and Material (**specify arrangements**). If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond repair prior to its intended consumption while in the custody of the receiving Participant(s), the receiving Participant(s) will issue a certificate of loss/destruction/irreparable damage to the providing Participant(s).”

SECTION XIV

ENTRY INTO EFFECT, DURATION AND TERMINATION

This \_\_\_\_\_ CBR PA will enter into effect upon its signature, and will remain in effect for \_\_\_\_\_ years unless terminated by the Contributing Participant. It may be extended by written consent of the signatories.

**(Signature of this PA will be by the SC members of the Contributing Participant unless otherwise delegated by the SC member.)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Location

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\*\*SAMPLE CBR PERSONNEL ASSIGNMENT AGREEMENT\*\*

TO THE  
CA-UK-US  
MEMORANDUM OF UNDERSTANDING  
FOR THERESEARCH, DEVELOPMENT AND ACQUISITION OF CHEMICAL,  
BIOLOGICAL AND RADIOLOGICAL DEFENSE MATERIEL  
DATED MM

## CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES

I understand and acknowledge that I have been accepted for assignment to **(name and location of organization to which assigned)** pursuant to the Memorandum of Understanding Among the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense on Behalf of the Department of Defense of the United States of America Concerning Research, Development, and Acquisition of Chemical, Biological and Radiological Defense Materiel, signed **mm/dd/yy**. In connection with this assignment, I further understand, acknowledge, and certify that I will comply with the following conditions and responsibilities:

1. The purpose of the assignment is to support the **[STATE SPECIFIC CBR Activity]**. There will be no access to Information except as required to perform the duties to which I am assigned, as determined by the authority in charge of that CBR Activity.
2. I will perform only functions which are properly assigned to me. I will not act in any other capacity on behalf of my government.
3. All Information to which I may have access during this assignment will be treated as Information provided to my government in confidence and will not be further released or disclosed by me to any other person, firm, organization or government save to the sending Participant except as follows:
  - 3.1 During the period of assignment at the direction of the receiving Participant.
  - 3.2 Subsequent to the period of the assignment on behalf of the sending Participant insofar only as permitted by the provisions of the aforementioned MOU.
4. When dealing with individuals outside of my immediate office of assignment on official matters, I will inform such individuals that I am a foreign Cooperative Program Person.
5. I acknowledge that I have been briefed on, understand, and will comply with all applicable security regulations of the receiving Participant.
6. I will immediately report to my designated supervisor by all attempts by unauthorized

personnel to obtain classified, proprietary or Controlled Unclassified Information to which I may have access as a result of this agreement.

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(Signature)

---

(Typed Name)

---

(Rank/Title)

---

(Date)

UNDERSTANDING BETWEEN THE SECRETARY OF DEFENSE OF THE UNITED STATES OF AMERICA AND THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA CONCERNING THE APPLICATION OF THE AGREEMENT CONCERNING DEFENCE COOPERATION ARRANGEMENTS OF 19 AUGUST 1994 TO THE MEMORANDUM OF UNDERSTANDING AMONG THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA, THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA CONCERNING THE RESEARCH, DEVELOPMENT AND ACQUISITION OF CHEMICAL, BIOLOGICAL AND RADIOLOGICAL DEFENSE MATERIAL.

The Secretary of Defense of the United States of America and the Department of National Defence of Canada have decided that the Agreement Concerning Defence Cooperation Arrangements of 19 August 1994 signed between the Government of the United States of America and the Government of Canada will apply to the Memorandum of Understanding Among the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and Secretary of Defense on Behalf of the Department of Defense of the United States of America Concerning the Research, Development and Acquisition of Chemical, Biological and Radiological Defense Material upon entry into effect of the Memorandum of Understanding.

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

FOR THE DEPARTMENT OF  
NATIONAL DEFENCE OF CANADA

Delores M. Etter  
SIGNATURE

L.J. Leggat  
SIGNATURE

Delores M. Etter  
NAME

L.J. Leggat  
NAME

Deputy Director  
Defense Research and Engineering  
TITLE

Assistant Deputy Minister  
(Science & Technology)  
TITLE

June 1, 2000  
DATE

10 May 2000  
DATE

Washington, DC  
LOCATION

Ottawa, Ontario, Canada  
LOCATION

UNDERSTANDING BETWEEN THE SECRETARY 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 APPLICATION OF THE AGREEMENT CONCERNING DEFENCE COOPERATION ARRANGEMENTS OF 27 MAY 1993 TO THE MEMORANDUM OF UNDERSTANDING AMONG THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA, THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE SECRETARY OF DEFENSE ON BEHALF OF THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA CONCERNING THE RESEARCH, DEVELOPMENT AND ACQUISITION OF CHEMICAL, BIOLOGICAL AND RADIOLOGICAL DEFENSE MATERIAL.

The Secretary 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 have decided that the Agreement Concerning Defence Cooperation Arrangements of 27 May 1993 signed between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland will apply to the Memorandum of Understanding Among the Department of National Defence of Canada, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense on Behalf of the Department of Defense of the United States of America Concerning the Research, Development and Acquisition of Chemical, Biological and Radiological Defense Material upon entry into effect of the Memorandum of Understanding.

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:

Delores M. Etter  
SIGNATURE

G H B Jordan  
SIGNATURE

Delores M. Etter  
NAME

G H B JORDAN  
NAME

Deputy Director  
Defense Research and Engineering  
TITLE

DUS(S&T)  
TITLE

June 1, 2000  
DATE

12th May 2000  
DATE

Washington, DC  
LOCATION

LONDON  
LOCATION