

MEMORANDUM OF UNDERSTANDING

AMONG

THE MINISTER OF NATIONAL DEFENCE OF CANADA

THE MINISTER OF DEFENCE OF THE KINGDOM OF DENMARK

THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC

THE FEDERAL MINISTER OF DEFENCE OF THE
FEDERAL REPUBLIC OF GERMANY

THE MINISTER OF DEFENCE OF THE REPUBLIC OF ITALY

THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS

THE MINISTER OF DEFENCE OF THE KINGDOM OF NORWAY

THE MINISTER OF DEFENCE OF THE KINGDOM OF SPAIN

THE MINISTER OF NATIONAL DEFENCE OF TURKEY

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

and

THE SECRETARY OF DEFENSE OF THE UNITED STATES OF AMERICA

concerning

THE ESTABLISHMENT AND OPERATION
OF A NATO ORGANISATION FOR CALS

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1. ABBREVIATIONS AND DEFINITIONS

AC/301 SG/D Armament Committee 301 Sub-Group D

BF	Belgian Francs
CALS	Computer-aided Acquisition and Logistics Support (also known as Continuous Acquisition And Life-Cycle Support)
CEC	Commission of the European communities
CNAD	Conference of National Armament Directors
IPR	Intellectual Property Rights
IT	Information Technology
MOU	Memorandum of Understanding
NATO	North Atlantic Treaty Organisation
NCMB	NATO CALS Management Board
NCO	NATO CALS Office
NIAG	NATO Industrial Advisory Group
NICG	NATO Industry CALS Group
SNLC	Senior NATO Logisticians Conference

"Administrative Agreement/Arrangement" means the arrangement between NATO and the NCMB of 30 June 1994 covering the use of the premises of NATO HQ for the NATO CALS Office (NCO).

"Background Information" means Technical Information which was generated prior to or outside the performance of work under the MOU.

"Common Fund" means the fund established to hold all financial contributions made by the Participants, and from which the Support Costs are paid.

"Foreground Information" means Technical Information which is generated in the performance of work under the MOU.

"Defence Purposes" means any purposes of a governmental defence organisation or administration on the territory of a Participant.

"Participant" means any signatory to this MOU.

"Representative" means a Participant's representative on the NCMB.

"Support Costs" means the costs incurred by the NCO to execute the tasks described in Section 5, but excluding those costs to be borne by the Participant providing the NCO member, as laid down in Section 6.5.

"Technical Information" means any recorded or documented information of a scientific or technical nature whatever the format, documentary characteristics or other medium of presentation.

"Third party" means any person, company, government or entity other than a Participant.

2. INTRODUCTION

The Minister of National Defence of Canada, the Minister of Defence of the Kingdom of Denmark, the Minister of Defence of the French Republic, the Federal Minister of Defence of the Federal Republic of Germany, the Minister of Defence of the Republic of Italy, the Minister of Defence of the Kingdom of the Netherlands, the Minister of Defence of the Kingdom of Norway, the Minister of Defence of the Kingdom of Spain, the Minister of National Defence of Turkey, the Secretary of State for Defence of the Government of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense of the United States of America, hereinafter referred to as "the Participants" :

recognising the acquisition and operational benefits to be gained by NATO from harmonising the standards and procedures used for the generation, exchange, management and use of digital data supporting defence systems ;

recognising the work already carried out by AC/301 Sub-Group D on CALS ;

considering the decision of the CNAD in endorsing document AC/259-D/1551 dated 20 October 1993 ;

have decided to establish and operate a NATO Organization for CALS in accordance with the provisions of this MOU and have reached the following understandings.

3. OBJECTIVE

The objective of the MOU is to establish and operate a NATO Organization for CALS which will have the aim of progressing the implementation of CALS within NATO. The NATO Organisation for CALS will consist of :

- (a) a NATO CALS Management Board (NCMB) made up of one Representative of each Participant to this MOU (but see Section 4.2);
- (b) a NATO CALS Office (NCO), situated at NATO HQ in Brussels, which will provide resources to carry out tasks on CALS as allocated by the NCMB.

4. ORGANISATION, MANAGEMENT AND RESPONSIBILITIES OF THE NCMB

- 4.1 The NCMB will be composed of one Representative of each Participant to this MOU, a Chairperson and a Deputy Chair. These Representatives will be of senior level and will have sufficient working knowledge of the subject of CALS to allow the implications for broad national and NATO policies to be assessed,

but may be assisted at NCMB meetings by additional national personnel.

- 4.2 The Representatives recognise that, in accordance with the CNAD's approval of document AC/259-D/1551 dated 20 October 1993, other NATO nations who are not Participants to this MOU may, if they so desire, attend the NCMB for discussions on NATO CALS policy. The Chairperson should ensure that any such attendees confirm that they will abide by the provisions of Sections 9 and 10.
- 4.3 Each Representative (other than the Chairperson and the Deputy Chair) will have a single vote on all issues, and decisions must be unanimous.
- 4.4 The Chairperson and the Deputy Chair of the NCMB will be elected by the Representatives. The Chairperson and the Deputy Chair will have no voting rights. The Chairperson and the Deputy Chair will serve a three-year term and may be re-elected subject to the unanimous approval of the Representatives. The Participants providing the Chairperson and the Deputy Chair will also have a Representative and the Chairperson and Deputy Chair will not speak for their nations.
- 4.5 The NCMB will meet, correspond or otherwise communicate as often as required to ensure the timely resolution of issues, but should aim to meet four times per year. Meetings will normally be held in the permanent NATO Headquarters in Brussels. Where necessary, approval on issues may be reached by communication, through the Chairperson, among all Representatives.
- 4.6 The NCMB may, with the unanimous approval of all Representatives, invite observers from non-NATO nations, other NATO bodies such as NIAG, and from interested organisations such as the CEC and Participants' nations' Departments of Commerce or their equivalents, to attend NCMB meetings. Such observers will have no decision making role in the meetings but the NCMB will be sensitive to their views. When considering the attendance of such observers, the Chairperson should consider the nature of information to be discussed at the meeting and the circumstances under which that information was divulged to the Participants, ensuring that any in-confidence or proprietary information is only disclosed to the extent authorised by the originator of the information.
- 4.7 The NCMB will report at least once a year to the CNAD on the progress of work covering the previous calendar year. The NCMB may also provide briefings for information purposes to other NATO bodies such as the SNLC.
- 4.8 The NCMB will have responsibility for the management of the overall objective of progressing the development and implementation of CALS within NATO, which will include :
 - 4.8.1 developing a NATO CALS Policy Document and Strategic Plan dealing with all aspects of NATO CALS Policy and Strategy ;
 - 4.8.2 promoting and facilitating the introduction of CALS concepts and techniques in the field of co-operation in all aspects of armament acquisition, logistics and support among nations ;

- 4.8.3 acting as a forum for the exchange of information on the progress of CALS within individual nations ;
 - 4.8.4 identifying areas where compatibility of systems is vital and recommending how these can be achieved especially with regard to harmonisation among individual CALS-like standards and sub-sets thereof ;
 - 4.8.5 taking account of other, similar, international activities and international standards which may be considered suitable for adoption by NATO. Establishing close liaison with Groups both inside and outside NATO working in related areas or Groups likely to make use of such work ;
 - 4.8.6 in the absence of suitable international agreements or international agreed standards, making efforts to identify appropriate standards which could be considered either for adoption or as a basis for developing and agreeing a standard for NATO purposes ;
 - 4.8.7 taking into consideration the impact of IPR inherent in any standards under assessment in order to satisfy the objectives of this MOU ;
 - 4.8.8 submitting proposals for relevant studies and implementation work to the NIAG, through the NICG. Maintaining liaison with the NICG ;
 - 4.8.9 identifying any important tasks requiring specialised inputs, study or investigation that cannot be resourced by the nations or through the NCO but could be undertaken through the employment of contractors, and, if necessary, investigating means of funding ;
 - 4.8.10 as necessary, defining and approving new Tasks within the framework of the above objectives.
- 4.9 The direction of the NCO will be restricted to the Representatives, who will :
- 4.9.1 exercise overall responsibility for the guidance, control and supervision of the NCO and will have the exclusive responsibility to decide on all issues relating to the establishment, tasking and operation of the NCO. All decisions affecting the NCO will be made by unanimous consent of these Representatives ;
 - 4.9.2 unanimously approve the allocation by nation of the positions of NCO Manager and Section Directors ;
 - 4.9.3 ensure that all tasking and other supervision of the NCO is conducted through the NCO Manager who will act as focal point for the NCO, and will delegate to the NCO Manager adequate responsibility, including responsibility for expenditure, to allow the Manager to manage the NCO within the approved budget and personnel resources ;

4.9.4 review and approve the Terms of Reference of the NCO Manager and the two Section Directors, and amend them as necessary.

4.10 The official languages of the NCMB will be English and French.

5. ORGANISATION, MANAGEMENT AND RESPONSIBILITIES OF THE NCO

5.1 The NCO will be accountable to the NCMB for its operation and results.

5.2 The NCO should be staffed by one person provided by each Participant exclusively (subject to any exceptions to be allowed by the NCO Manager) for the NCO, and it should be the aim of each Participant to provide, as soon as possible, an individual with appropriate experience to the NCO on a full-time basis for the duration of the MOU. A Participant may, however, provide a financial contribution in lieu of a person (see Section 6).

5.3 Any Participant is at liberty to recall his staff member in the NCO and to replace him/her with another. The NCMB and the NCO Manager must be informed in writing of the change as early as possible.

5.4 The responsibility of the NCO will be to carry out the directions and tasks given by the NCMB, which may include :

5.4.1 providing a central office to serve as a point of liaison for other NATO committees and organisations for the implementation of CALS within NATO ;

5.4.2 developing a NATO implementing strategy for CALS ;

5.4.3 maintaining, managing and implementing the action items of the NCMB ;

5.4.4 developing NIAG study and tasking requests for approval by the NCMB ;

5.4.5 staffing, as directed by the NCMB, recommendations emerging from the NIAG CALS studies, the Harmonisation workshops (i.e. Acquisition, Acquisition Logistics, Operational Logistics) and proposals from participating nations ;

5.4.6 on those tasks and projects that require joint specialist support with industry, meeting the requirements of the NCMB in conjunction with the NICG ;

5.4.7 examining development of other CALS-like concepts in other organisations and making recommendations to the NCMB ;

- 5.4.8 in full co-operation with other NATO bodies, analysing how NATO could co-operate with international standards agencies, and making recommendations to the NCMB ;
 - 5.4.9 in co-ordination with relevant NATO bodies, reviewing and updating STANAGs and Allied Publications in its area of responsibility ;
 - 5.4.10 as practicable, maintaining cognizance of each participating nation's national CALS activities and providing analyses and co-ordination recommendations to the NCMB ;
 - 5.4.11 promoting CALS awareness within NATO ;
 - 5.4.12 reporting orally and in writing to the NCMB at each of the NCMB meetings. The reports will include an accounting for funds used, contributions made by each Participant, and a full budget for the next twelve months, with corrections since the previous report as well as a summary of significant accomplishments and plans for the work of the next twelve months. Twelve-month travel plans will be submitted quarterly to the NCMB to meet national budget planning requirements.
- 5.5 The NCO Manager, who will be equivalent in grade to at least NATO A5, will lead the NCO as "Manager of the NATO CALS Office" and will be supported by the two Section Directors, "Policy Section Director" and "Implementation Section Director". Remaining staff/action officers will be assigned flexibly to the two sections as the workload requires and as directed by the NCO Manager.
- 5.6 The NCO Manager will have authority over assigned staff members (including Section Directors) for task management, travel planning, staff reporting, and timing of annual leave. The NCO Manager will have the authority to allocate tasks to the NCO members on a day to day basis in keeping with sound efficient management principles.
- 5.7 The NCO Manager will be responsible for the preparation and management of the budget for the operation of the NCO in accordance with Sections 6.7 and 6.9.
- 5.8 The working language of the NCO will be English.

6. FINANCIAL AND FUNDING PROVISIONS

- 6.1 Each participant will contribute either a person to the NCO in accordance with Section 5.2, or an equivalent financial contribution in lieu of a person of BF 4.7 million per year. In addition, all Participants will pay an equal financial contribution for running the NCO not exceeding BF 3 million per Participant for the duration of the MOU. The annual amounts will be determined in accordance with the provisions of this Section.

- 6.2 Accommodation and administrative support for the NCO will be provided by NATO under the Administrative Agreement/Arrangement which will be signed by the NCMB Chairperson on behalf of the Participants.
- 6.3 All financial contributions will be used for Support Costs (see 6.4. below) and will be placed in a Common Fund for that purpose.
- 6.4 Support costs will consist of the costs for the NCO of :
 - 6.4.1 accommodation and associated services as provided by NATO under the Administrative Agreement/Arrangement ;
 - 6.4.2 translation and interpretation services, telephones, printing, computer time, minor equipment and document procurement and other necessary administrative services, including those provided by NATO under the Administrative Agreement/Arrangement ;
 - 6.4.3 as from 1 January 1995, official travel including associated per diem costs at standard NATO rates for NCO members on NCO business ;
 - 6.4.4 capital equipment including IT equipment ;
 - 6.4.5 contracts placed by the contracting nation in support of the work of the NCO (see Section 8.3) ;
 - 6.4.6 where necessary, the acquisition of Technical Information for the CALS project which is subject to third party rights ;
 - 6.4.7 any other costs as approved in the Budget by the NCMB.
- 6.5 Each Participant which contributes a person to the NCO will also be responsible for the payment of all costs incurred by its own NCO member in respect of ;
 - 6.5.1 salary, pension, social security, relocation and per diem costs, excluding those related to travel on official NCO business, and any other nationally authorised expenses ;
 - 6.5.2 all official travel, including associated per diem costs, on NCO business up to 31 December 1994.
- 6.6 For the purpose of this MOU, the fiscal year will begin on the 1st of January and end on the 31st December.
- 6.7 The NCO Manager will forward an estimate of the proposed NCO Budget for the fiscal year x+1 to each Representative by 30 March of year x for national planning purposes. A final proposed budget for the fiscal year x+1 will be forwarded by the NCO Manager to each Participant by 30 September of year x. After review

by the NCMB, approval of the final version of the Budget by the NCMB by 31 October of year x will signify that each Participant will be committed to meet its share of the expenditure to be incurred.

- 6.8 After approval of the Budget for a fiscal year, the NATO Financial Controller will be authorised to call forward contributions from the Participants in accordance with Article 15 of the NATO Financial Regulations. The Participants should aim to provide their contributions within eight weeks of the call for funds. Any surplus remaining in the Common Fund at the close of each fiscal year will be transferred to the next year.
- 6.9 The Common Fund will be managed by the NCO Manager and controlled by the NATO Financial Controller who will perform the appropriate accounting services for the Common Fund as laid down in the Administrative Agreement/Arrangement. Contributions to the Common Fund will be made in Belgian Francs or an equivalent amount in national currency after co-ordination with the NATO Financial Controller. The Common Fund will be held in an interest-bearing account and any interest earned thereon will be refunded to the Participants in equal proportions.
- 6.10 Any surplus remaining in the Common Fund at the date on which the NCO is either disbanded, or becomes a permanent NATO body, will be refunded to the Participants in equal proportions.
- 6.11 If the NCMB decides to place a contract under Section 8.3, the NATO Financial Controller will arrange to transfer the funding allocated in the Budget for that contract to the contracting nation, as required by the contracting nation, prior to issue of the contract or tender. The contracting nation will return any funds not used for the contract to the Common Fund through the NATO Financial controller.
- 6.12 The NCO Manager will present a statement of account to the NCMB within 20 working days of the end of each quarter, and whenever requested to do so by the NCMB. The report will include details of the contributions received from each Participant to date and payments made from the Common Fund since the last report.

7. AUDIT

- 7.1 The accounts of the NCO will be audited yearly by the International Board of Auditors for NATO ("the Board"), in accordance with its charter C-M(81)31 as revised by C-M(90)46 and the NATO Financial Regulations. Audit reports will be made available to all Participants.
- 7.2 Where national auditors of a Participant's country need to obtain additional specific data or to inspect records in order to be able to fulfil their national obligations, the NCO Manager will facilitate access to such information. Any visit of such auditors will be co-ordinated with the Board and the NCO to avoid any disruption to the programme.

- 7.3 The contracting nation will be responsible for the audit of all expenditure authorised on a contract on behalf of the NCMB (see Section 8.3). Any reports will be available to the Participants within one month of the completion of the audit visit.

8. CONTRACTING

- 8.1 The NCMB and the NCO will have no authority to place contracts.
- 8.2 Contractual services in respect of any procurement of materials and equipment will be provided by NATO HQ in accordance with the Administrative Agreement/Arrangement. The Chairperson of the NCMB is authorised, on behalf of the Participants, to execute the Administrative Agreement/Arrangement with NATO Headquarters.
- 8.3 If the NCMB decides to place a contract which is not covered under 8.2, the NCMB will nominate a contracting nation which will place the contract on behalf of the Participants. The contracting nation will place the contract in accordance with its own national procedures, laws and regulations and in accordance with any specifications and other instructions given by the NCMB, and the contract terms will be in line with the IPR provisions of this MOU. The NCMB will determine on a case by case basis the extent of NCMB or NCO involvement in the contracting process. The contracting nation will bear the administrative costs of contracting.

9. EXCHANGE, TRANSFER AND USE OF INFORMATION

- 9.1 The provisions set out below will be subject to the rights of third parties.
- 9.2 Where Foreground Information is generated by the NCO the intellectual property residing in such information will vest jointly in the Participants.
- 9.3 Where contracts are placed on behalf of the NCMB Participants which may result in the generation of Foreground Information, such contracts will ensure that the ownership (or sufficient user rights as may be determined by each Participant prior to the placing of each contract) of the Information generated vests jointly in the Participants. The Information will be used and protected in accordance with the provisions of this MOU.
- 9.4 When Information is generated under 9.2 and 9.3 above any use of that Information beyond the Defence Purposes of the Participants will be subject to the unanimous approval of the Participants.
- 9.5 All Participants will, free of charge, make available to the NCO all Foreground and Background Information which is necessary for the purposes of this MOU.
- 9.6 Background Information provided under 9.5 above will be used solely for the purposes of this MOU. Any further use will be subject to the prior written consent of the originating Participant. The originating Participant will be responsible for marking the Background Information accordingly and for notifying

the NCO or recipient Participants of any third party rights which may subsist in that Information.

- 9.7 In the event of a non-participating nation becoming a Participant it will, as a Participant, have the right to use, or have used on its behalf, free of charge, all Foreground Information provided under this MOU both for its own Defence Purposes and for the purposes of this MOU. Any further use will be subject to the unanimous approval of the Participants. Any Background Information provided under 9.5 above will be subject to the restrictions detailed in 9.6 above.
- 9.8 The communication of Information by one Participant to another under this MOU will be in accordance with, and subject to, the NATO Agreement on the Communication of Information for Defence Purposes signed on 19 October 1970 in Brussels, and the associated implementing procedures.
- 9.9 It is intended that most data arising and exchanged under this MOU will be transferred in electro-magnetic format. It is further intended that the NCO Manager, acting as a focus for the Information to be provided under this MOU, should establish an implementing procedure to ensure that the scope of the Information to be exchanged is properly defined and that such Information is properly protected in accordance with the provisions above.
- 9.10 Nothing in this MOU will prevent a Participant from using its own Technical Information for any purpose whatsoever as authorised by its own laws, regulations and policies.

10. DISCLOSURE OF INFORMATION UNDER LEGISLATIVE AUTHORITY

- 10.1 Information provided by one Participant to another in confidence, and such information produced by a Participant to this MOU requiring confidentiality, will either retain its original classification or be assigned a classification that will ensure a degree of protection against disclosure equivalent to that required by the other Participant.
- 10.2 Each Participant will take all lawful steps available to it to keep free from disclosure under any legislative provision, without the consent of the other Participant, information exchanged in confidence under this MOU. In the event that it becomes probable that such information may have to be disclosed to a third party or to any judicial body, immediate notification will be given to the originating Participant, and approval of the party owning the information will be necessary before information can be given to a third party.

11. SECURITY

All classified information which may be provided or generated pursuant to this MOU will be stored, handled, transmitted and safeguarded in accordance with NATO document CM(55)15(Final), dated 1 October 1990, "Security within the North Atlantic Treaty Organization", and any subsequent amendments.

12. VISITS AND ACCESS

- 12.1 Visits by personnel of one Participant to a facility of another will be arranged in accordance with the procedures specified in CM(55)15(Final), and Multinational Industrial Security Working Group (MISWG) Security Documents, Document No 7.
- 12.2 Each Participant will, given reasonable notice, arrange access to establishments and agencies in its country for accredited members of the NCO where this is necessary for the purpose of this MOU.
- 12.3 Requests for visits by personnel of one Participant to a facility of another Participant will be co-ordinated through official channels and will conform to the established visit procedures of the host Participant. Request for visits will bear the title of the MOU.
- 12.4 Any personnel visiting the country of another Participant will be required to comply with all security regulations of that Participant.
- 12.5 Any information disclosed or made available to visitors will be treated as if it was supplied to the Government sponsoring the visiting personnel and will be subject to regulations described or referenced in this MOU.

13. CLAIMS AND LIABILITIES

- 13.1 For liability arising out of, or in connection with, activities undertaken in the performance of official duty in the execution and for the benefit of this MOU, the following provisions will apply :
 - 13.1.1 Each Participant waives all claims against the other Participants in respect of damage caused to its military or civilian personnel or damage caused to its property by personnel or agents (which do not include contractors) of another Participant. If, however, such damage results from the reckless acts or reckless omissions, wilful misconduct or gross negligence of a Participant, its personnel or agents, the costs of any liability will be borne by that Participant alone.
 - 13.1.2 Claims from third parties for damage of any kind caused by one of the Participants' personnel or agents will be processed by the most appropriate Participant, as determined by the Participants. The cost incurred in satisfying such claims will be

shared equally by the Participants. If, however, such liability results from the reckless acts or reckless omissions, wilful misconduct or gross negligence of a Participant's personnel or agents, the costs of any liability will be borne by that Participant alone.

- 13.2 In the case of damage caused to or by common property of the Participants, where the cost of making good such change is not recoverable from a third party, such cost will be shared equally by the Participants.

14. SETTLEMENT OF DISPUTES

Any dispute regarding the interpretation or application of this MOU will be resolved only by consultation among the Participants and will not be referred to any national or international tribunal or any other third party for settlement.

15. DURATION, TERMINATION AND WITHDRAWAL

- 15.1 This MOU will remain in effect until 31 December 1996 unless the Participants unanimously decide to terminate it earlier.
- 15.2 If any Participant considers it necessary to withdraw from this MOU, six months written notice will be given. A withdrawing Participant will continue its participation, financial or otherwise, until the effective date of withdrawal. The withdrawing Participant will be responsible for all costs arising as a result of its withdrawal, but such costs will not exceed the Participant's total committed contribution under this MOU as defined in Section 6.7.
- 15.3 The rights and responsibilities of the Participants regarding Exchange, Transfer and use of Information (Section 9), Disclosure of Information Under Legislative Authority (section 10), Security (Section 11), Claims and Liabilities (Section 13, in respect of claims and liabilities incurred during their participation) and Settlement of Disputes (Section 14) will continue irrespective of a Participant's withdrawal from this MOU or termination or expiry of this MOU. Benefits in the use of information accruing to a withdrawing Participant up to the date of his withdrawal will continue thereafter.
- 15.4 On termination or expiry of this MOU, the NCMB will decide how to dispose of any remaining capital assets purchased through the Common Fund in the most cost-effective way, and distribute the proceeds equally among the Participants. If, however, the NCO, on expiry of this MOU, becomes a permanent NATO body, the NCMB may elect to transfer ownership of any remaining capital assets to that permanent body.

16. PARTICIPATION BY ADDITIONAL NATIONS

- 16.1 Any NATO non-participant wishing to join this MOU after the effective date hereof must accept all provisions of the MOU as it is in effect at that time.

16.2 The costs of participating in the MOU will be determined by the NCMB.

17. AMENDMENT

This MOU may be amended by unanimous written consent of all Participants, such amendments to become effective from the date of the last signature.

18. EFFECTIVE DATE AND SIGNATURE

18.1 This MOU consists of 18 Sections. This MOU will be effective on the date of last signature.

18.2 The foregoing represents the understandings reached between the Minister of National Defence of Canada, the Minister of Defence of the Kingdom of Denmark, the Minister of Defence of the French Republic, the Federal Minister of Defence of the Federal Republic of Germany, the Minister of Defence of the Republic of Italy, the Minister of Defence of the Kingdom of the Netherlands, the Minister of Defence of the Kingdom of Norway, the Minister of Defence of the Kingdom of Spain, the Minister of National Defence of Turkey, the Secretary of State for Defence of the Government of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense of the United States of America upon the matters referred to therein.

18.3 The present Memorandum of Understanding is set out in the English and French languages, both texts being equally valid.

For the Minister of National Defence of Canada

Signature

Name & Title

Date

For the Minister of Defence of the Kingdom of Denmark

Signature

Name & Title

Date

For the Minister of Defence of the French Republic

Signature

Name & Title

Date

For the Federal Minister of Defence of the Federal Republic of Germany

Signature

Name & Title

Date

For the Minister of Defence of the Republic of Italy

Signature

Name & Title

Date

For the Minister of Defence of the Kingdom of the Netherlands

Signature

Name & Title

Date

For the Minister of Defence of the Kingdom of Norway

Signature

Name & Title

Date

For the Minister of Defence of the Kingdom of Spain

Signature

Name & Title

Date

For the Minister of National Defence of Turkey

Signature

Name & Title

Date

For the Secretary of State for Defence of the Government of the United Kingdom of Great Britain and Northern Ireland

Signature

Name & Title

Date

For the Secretary of Defense of the United States of America

Signature

Name & Title

Date