



OCCAR-EA
OCCAR Management Procedure

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Record of changes

Date	Issue	Changes
03/05/04	1	Initial issue after ex-committee approval by the BoS.
24/05/05	2	Revision: Including "Programme Board" Document issue further to the approval of OMP2 issue2 draft3b by the BoS on 19/05/05.
01/07/06	3	Converted to the OCCAR-EA graphical house style.
27/03/07	4	Revision to reflect the arrangements prior to the signature of the Integration Decision (taking into account the FTFC Decision dated 13/03/07).
12/11/07	5	Adding of new Annex E
15/12/10	6	Restructuring of main body text and the supporting annexes to reflect the streamlining of the Programme integration process utilising the through-life-management approach, to incorporate lessons-learned from the integration of recent Programmes into OCCAR and to reflect the decisions and recommendations from the Legal Expert Working Group.

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List of acronyms/definitions/explanations

BoS	Board of Supervisors
DNEs	Detached National Experts
EA	Executive Administration
EDA	European Defence Agency
EU	European Union
ISS	In Service Support
LoO	Letter of Offer
LoA	Letter of Acceptance
MoU	Memorandum of Understanding
OCCAR	Organisation Conjointe de Coopération en matière d'Armement
OMP	OCCAR Management Procedure
PB	Programme Board
PC	Programme Committee
PMA	Programme Management Authorisation
TDP	Technology Demonstrator Programme

List of definitions/explanations

Concerned Participating States	Those Participating States involved in a specific matter or activity.
Concerned Representatives	The Concerned Representatives to an OCCAR Board or Committee are the representatives of the Concerned Participating States.
Concerned Signatories	Those signatories involved in a specific matter or activity.
Memorandum of Understanding	Arrangements between Participants in respect of a collaborative Programme, a specific phase of a Programme, a Project, a Technology Demonstrator Programme or a study.
Non-Member State	Any State that is not a member State of OCCAR. This term is also used in the context of this OMP to refer to any international organisation or institution, except OCCAR.
OCCAR Rules	The OCCAR Convention, the OCCAR Security Agreement, including relevant decisions pertaining to their interpretation, and OCCAR procedures (including all principles, strategies and policies). The version of these documents to apply is the one in force at the time of application. All OCCAR Rules applicable for the Programme will be accessible for the Non-Member Participating State(s).
Participating State or Programme Participating State	A State (Member or Non-Member of OCCAR) which participates in an OCCAR Programme as defined in the corresponding PMA. This term is also used in the context of this OMP to refer to any international organisation or institution which participates in an OCCAR Programme as defined in the corresponding Programme Management Authorisation.
Programme	A group of related Projects managed in a coordinated way. The term Programme applies to: <ul style="list-style-type: none"> • The whole life cycle of a new Programme; • A Programme phase of a new or existing Programme; • A Technology Demonstrator Programme; • A study; or • Any other activity, as decided by the Board of Supervisors, including a single Project. <p>The content of a Programme is defined in the corresponding Programme Management Authorisation.</p>
Programme Decision	A legally binding decision approved and signed by the representatives to the Programme Board of the States participating in the activities covered by this Programme Decision, which sets out all the commitments of these States. A Programme Decision may cover the whole or part of a Programme or only a Project.
Programme Management Authorisation	A decision taken by the Board of Supervisors to authorise the assignment of a Programme to OCCAR for management purposes. The decision is non-binding regarding the formal integration of a Programme into OCCAR. Formal integration will be achieved by the signature of the respective Programme Decision.
Project	A set of activities of a Programme which are managed in a specific and autonomous manner. It could be the common activities related to one or several phase(s) of a Programme or a set of activities in which not all the Programme Participating States are engaged (non common activities).

Signatories	The States whose representatives have signed a Programme Decision.
Technology Demonstrator Programme	A Programme in which a combination of technologies is intended to validate either a proposed technology capability or operational requirement. The products of a Technology Demonstrator Programme may include, but are not necessarily limited to: equipment, materials, and software (including system architecture and source codes).

1. **Purpose**

The purpose of this OCCAR Management Procedure (OMP) is to provide the mandatory instructions for the integration of a Programme or a change to an integrated Programme.

2. **Scope**

This OMP is the main reference document describing the processes for the establishment of the Programme Management Authorisation (PMA), Letter of Offer/Letter of Acceptance (LoO/LoA) and Programme Decision(s).

The provisions to be incorporated in the PMA and the Programme Decision(s) together with appropriate sample model text are contained at Annex OMP2-A and Annex OM2-B respectively. The approved PMA model text and Programme Decision model text shall be used as a basis in all future integration activities. Where additional provisions are perceived as being necessary, then these provisions may be added to the Programme Decision provided they are consistent with OCCAR Rules. Where a Non-Member State intends to participate in an OCCAR Programme, the LoO/LoA process shall be performed (sample model text at Annex OMP2-C)

3. **Related documentation**

- OCCAR Convention
- OCCAR Security Agreement
- OMP1 – Principal Programme Management Procedures
- OMP3 – Corporate Management
- OMP4 – Legal Issues
- OMP5 – Contract Placement Procedure
- OMP11 – Security Regulations
- OMP12 – Sensitive Information

4. **Introduction**

4.1 **Programmes involving OCCAR Member States only**

For Programmes involving OCCAR Member States only, there are three key elements for integrating a Programme into OCCAR:

- Memorandum of Understanding (MoU);
- Programme Management Authorisation (PMA);
- Programme Decision.

In cases, where it is foreseen that OCCAR-EA Central Office shall manage a Programme, this shall be stated within the PMA or a Board of Supervisors (BoS) decision and in the Programme Decision approved by the Participating States.

When a Programme is already integrated into OCCAR and the intention is only to enlarge the set of activities within the scope of the existing PMA, there is no need to have a new PMA but only to have an amendment to the Programme Decision or a new Programme Decision. An amendment to the existing MoU or a new MoU may also be necessary.

4.2 Programmes involving Non-Member States

In addition, for Programmes involving Non-Member States, the LoO/LoA process in accordance with paragraph 8 and Annex OMP2-C, constituting an agreement as referred to in Article 37 of the OCCAR Convention, is required in order to ensure that the Non-Member State(s) shall confirm their:

- intention to participate in a Programme,
- commitment to the fact that the Programme will be managed by OCCAR,
- agreement to participate in the Programme Board (PB) and Programme Committee (PC) in charge of managing the Programme,
- corresponding delegation of authority to their representatives in the relevant PB and PC,
- agreement that the Programme shall be managed in accordance with OCCAR Rules.

For Programmes involving Non-Member States an adequate bilateral security document shall be concluded between OCCAR and each Non-Member State as referred to in Article 2 of the OCCAR Security Agreement. In accordance with OMP11 the following agreements or arrangements fulfil the requirement from the OCCAR Security Agreement:

- General Security Agreement,
- Programme related Security Agreement,
- General Security Arrangement,
- Programme related Security Arrangement,
- Security Statement as part of the Programme Decision.

Depending on the national legislation of the Non-Member State a General Security Agreement or General Security Arrangement shall be the preferred solution.

In urgent circumstances where time does not permit the conclusion of a Security Agreement or Security Arrangement it may be possible for Classified Foreground Information to be released to the Non-Member State under the sponsorship of an OCCAR Member State that is participating in the Programme subject to the provisions laid down in OMP11.

5. Programme Management Authorisation

5.1 General

The PMA shall be agreed by the BoS and authorise the assignment of a Programme into OCCAR for management purposes. It shall list the States or international organisations or institutions intending to participate in the Programme and shall state in broad terms the scope of the Programme. The PMA will only be valid for the whole life cycle of a Programme (all phases), if this is explicitly stated.

The approval of the PMA should occur as soon as is reasonably practicable.

5.2 Programme Management Authorisation Process

5.2.1 Preliminary Activities

To successfully integrate a Programme into OCCAR, it may be necessary to conduct preliminary activities, including contractual matters (see Annex OMP5-A), prior to the approval of the PMA. If relevant, the potential Participating States shall define the role of OCCAR-EA for these preliminary activities including attendance as observer at working groups.

In order to support these activities, OCCAR-EA will evaluate the necessity to establish a Programme Integration Team (see OMP1) and for the potential Participating States to provide dedicated resources, in the form of Detached National Expert(s) (DNEs) and/or funding (administrative/operational), to OCCAR-EA. OCCAR-EA will make a proposal on the way to fund those activities.

OCCAR-EA shall seek BoS approval prior to committing resources on a regular basis for OCCAR-EA to play its role related to these preliminary activities.

The approval of the management of those preliminary activities shall be obtained as appropriate by all potential Participating States, including the Non-Member States.

Any preliminary activities shall be conducted without prejudice to the potential Participating States' final decision regarding the future integration of this Programme into OCCAR.

5.2.2 Initiation

The official preparation of the PMA may be initiated by one of the following options:

- One of the States participating in the Programme may propose, on behalf of the other Programme Participating State(s), to the BoS to approve the relevant PMA.
- The OCCAR-EA Director may also propose to the BoS to approve a PMA. The proposal shall be based on the informal agreement of the potential Participating States or of a representative acting on their behalf that a Programme should be managed by OCCAR or on the Director's conviction that it is necessary to progress the Programme.

5.2.3 Preparation and Approval

The PMA shall be prepared by OCCAR-EA in accordance with Annex OMP2-A. The OCCAR-EA Director shall submit the PMA to the BoS for approval, accompanied by an assessment on the impact of the integration on OCCAR-EA with a recommendation.

5.2.4 Post Approval Activities

Once the BoS has approved the PMA, OCCAR-EA shall undertake, in cooperation with the Participating States, all necessary work to allow the integration in due course. This work may include the support of the MoU preparation, the establishment of the initial Programme Decision and the initial contract preparation.

The signed original PMA shall be retained by OCCAR-EA. Copies of the document will be provided to the Participating States.

5.2.5 Establishment of Programme Board and Programme Committee

Unless otherwise stated in the PMA, the approval of the PMA creates the relevant PB and PC, as described in OMP1 and OMP3 with all the Participating States quoted in the PMA, immediately or two months after sending of the LoOs if Non-Member States are involved.

If the agreement of a Non-Member Participating State (as referred to in paragraph 4) is not received and entered into force at that point, this Participating State, having not yet officially established a link with OCCAR, cannot take decisions within the PB or the PC, despite the fact that its representative will attend the PB and PC meetings. If decisions have to be taken, this representative shall have to do it as national or institutional representative for the Programme and not as representative to the PB or PC. This procedure is not applicable to the Programme Decisions (see paragraph 7) which cannot be signed by a Non-Member Participating State before the agreement referred to above is received and entered into force. With the entering into force of the signed LoA, this Non-Member Participating State will obtain complete membership to the PB and PC as specified in Art. 8.1.

6. Memorandum of Understanding

An MoU, to be signed by the Concerned Participating States, provides their participation in the Programme and their intention to have it managed by OCCAR. The MoU should be drawn up by the Concerned Participating States in close cooperation with OCCAR-EA. Concerned Participating States should refer to the non-binding "Guidelines on the preparation of Memoranda of Understanding for OCCAR Programmes".

During negotiations, OCCAR-EA should provide advice to minimise repetition and avoid contradictions between the MoU and Programme Decision(s) and to ensure consistency with OCCAR Rules.

If the Programme has already been launched in co-operation outside OCCAR, the existing MoU may need to be amended to register the will of the Concerned Participating States to have the Programme managed by OCCAR and in compliance with OCCAR Rules. In this event and for any new Programmes in which a MoU is to be negotiated,

Concerned Participating States shall ensure consistency with OCCAR Rules and that the MoU does not diminish OCCAR's ability to effectively manage the Programme.

7. Programme Decision

7.1 General

A Programme Decision is the legally binding decision, describing the detailed arrangements for the management by OCCAR of a Programme or a Project within a Programme. The entry into force of the initial Programme Decision formally integrates the Programme into OCCAR and entrusts OCCAR with the effective management of the Programme.

A Programme Decision involving Non-Member States can only be signed after the receipt of the signed LoA of the respective Non-Member State(s) by the BoS Chairman.

A Programme Decision may cover a Programme or a Project within a Programme. It shall be consistent with the provisions of the MoU and the OCCAR Rules.

A Programme Decision shall enter into force once it has been signed by the Concerned Representatives to the PB unless otherwise stated. A Programme Decision approved by the representatives of Member States and Non-Member States has the same legal value as a Programme Decision approved only by Member States that is the same as the legal value of a BoS Decision.

More than one Programme Decision may be adopted for each Programme to cover the individual phases of that Programme or to deal with non-common activities under the same PMA (Projects). In this case, the participation to the respective PB and PC is limited in respect of topics of a specific Programme Decision to the representatives of the Programme Participating States having signed this specific Programme Decision and therefore being Signatories.

The OCCAR-EA Director is responsible to verify the compatibility of these different Programme Decisions. In case of incompatibility, negative impact or inconsistency with an existing Programme Decision, the matter shall be referred to the full PB for decision and approval. The approval shall not be unreasonably withheld.

7.2 Programme Decision Process

7.2.1 Initial activities after PMA

To successfully prepare a Programme Decision it may be necessary to conduct within OCCAR specific activities prior to the approval of the Programme Decision, such as, but not limited to, contractual matters (Request For Information (RFI) or Invitation To Tender (ITT), etc.) or risk reduction studies.

In order to support these activities, OCCAR-EA will evaluate the necessity to establish or to reinforce a Programme Integration Team (see OMP1) within OCCAR-EA and for the Participating States to provide dedicated resources, in the form of DNEs and/or funding (administrative/operational), to OCCAR-EA. OCCAR-EA will make a proposal on the way to fund those activities.

The approval of the management of those specific activities shall be obtained as appropriate from all Participating States, including the Non-Member States.

7.2.2 Preparation

OCCAR-EA shall prepare an initial draft of the Programme Decision in accordance with Annex OMP2-B. This initial draft will serve as the baseline for the negotiation phase between the Concerned Participating States.

In parallel, OCCAR-EA shall ensure that the necessary security documents with Non-Member States participating in an OCCAR managed Programme, in accordance with OMP11, are in place or the process to establish the necessary security documents has been initiated, to allow the release of Classified Programme Information (see paragraph 4.2).

During the negotiations between Concerned Participating States, OCCAR-EA shall, if appropriate, propose modifications to the draft Programme Decision ensuring compatibility with other Programme Decision(s) and OCCAR Rules.

Any deviations from OCCAR Rules, requested by the Concerned Participating States, shall be submitted by the OCCAR-EA Director to the BoS for prior approval. The application for deviation shall be accompanied by an assessment of the impact of the deviation on OCCAR-EA. It is recalled that strictly no deviation may be requested concerning the OCCAR Convention or the OCCAR Security Agreement.

If the BoS does not approve the deviation(s) from OCCAR Rules, OCCAR-EA shall amend the draft Programme Decision accordingly in consultation with the Participating States.

7.2.3 Staffing with Concerned Participating States

After the final draft of the Programme Decision has been harmonised with the Concerned Participating States at Working Group level, OCCAR-EA shall request the Concerned Participating States to formally declare to the OCCAR-EA Director their readiness for signature.

In parallel, the OCCAR-EA Director shall provide an assessment concerning the final draft of the Programme Decision to the PB covering inter alia:

- Compliance with OCCAR Rules (or shall provide an explanation and the relevant BoS decision where it does not),
- Achievability of the High Level Objectives, and
- Adequacy of resources allocated to OCCAR-EA for achievement of the High Level Objectives.

7.2.4 Approval

Upon receipt of the declaration of readiness for signature by the Concerned Participating States, the OCCAR-EA Director shall provide the Concerned PB Representatives with the document to be signed.

7.2.5 Entry into Force

The Programme Decision shall enter into force once it has been signed by the Concerned PB Representatives, unless otherwise agreed in the Programme Decision.

The signed original Programme Decision shall be retained by OCCAR-EA.

Concerned Participating States will be provided with copies of the signed original.

Should any inconsistency between OCCAR Rules and the Programme Decision be identified subsequent to the entry into force of the Programme Decision, the matter shall be referred by the Director of OCCAR-EA to the BoS for resolution.

8. Participation of Non-Member States and international organisations or institutions in OCCAR Programmes

In accordance with the OCCAR Convention, Non-Member States and international organisations or institutions may participate in any Programme managed by OCCAR.

8.1 Participation in OCCAR Programmes

The Non-Member States shall be invited to negotiate the Programme Decision with the strict understanding that the Programme shall be managed using OCCAR Rules.

In addition to the process for integrating Programmes as described at paragraph 5 to 7 above, the following process shall apply:

The text of an LoO/LoA shall be discussed between OCCAR-EA and each potential Non-Member Participating State in view to verify that it will have no difficulty to sign its LoA and have it entering into force without delay. In case of deviation from Annex OMP2-C, the revised LoO and LoA shall be submitted to the BoS for approval prior to issue to the Non-Member State(s), if possible together with the PMA.

After completion of the action of the previous paragraph, or in parallel, the OCCAR-EA Director shall inform the Non-Member Participating State(s) of the PMA approval.

The BoS Chairman shall issue the LoO and respective LoA as approved to the Non-Member State(s).

With the receipt of the signed LoA by the BoS Chairman, the Non-Member Participating State(s) will obtain formal membership to the PB and PC as described in paragraph 5.2.5.

It is possible to propose to each Non-Member Participating State to sign a LoA covering not only this Programme but also all future Programmes managed by OCCAR and to which this Participating State may decide later to participate (a global LoA).

Where a Non-Member State has opted for and signed a global LoA, the OCCAR-EA Director will send a letter to the Non-Member Participating State inviting it to

confirm that it wishes to participate in the Programme in accordance with the terms of the global LoA.

If the possibilities offered by the two above paragraphs and paragraph number 2 of the model text for LoO are used in conjunction, the confirmation referred above shall also specify the situation for the provisions on arbitration and privileges and immunities: "National procedure undertaken", "National Procedure finished for the first Programme and applicable to the new one", etc.

The template of LoO/LoA in Annex OMP2-C opening possibilities of options in the wording of those letters, the writing of the Programme Decision(s), as referred to in paragraph 7, have to take into account the exact wording of these LoO/LoA (e.g. on diplomatic immunities or arbitration clause).

8.2 Participation of European Defence Agency in OCCAR Programmes

Should European Defence Agency contributing Parties entrust EDA to represent them in an OCCAR Programme as a contributing entity, or if EDA contributes with its general budget or with a contribution from the general budget of the EU (to ad hoc budgets established for ad hoc projects or programmes), EDA will be considered as a "Participating State" and OCCAR Rules applicable to a Non-Member Participating State will be applied to EDA.

Should EDA assume responsibility for fully managing a specific Programme, entrusting a part of the management to OCCAR, a specific arrangement shall be established between EDA and OCCAR for the Programme in accordance with Article 37 of the OCCAR Convention, setting out the mutually agreed commitments of the two organisations.

9. Additional Programme Participating States

Once agreed by the existing Programme Participating States, the entry of any additional Programme Participating State to the Programme shall require an amendment to the PMA and the relevant Programme Decisions.

10. Annexes

Annex OMP2-A	Programme Management Authorisation Approved Model Text
Annex OMP2-B	Programme Decision Approved Model Text
Annex OMP2-C	Letter of Offer – Letter of Acceptance Approved Model Text
Annex OMP2-D	Role of OCCAR-EA in intergrating a Programme into OCCAR

Programme Management Authorisation Model Text

A.1 Scope

The approved Programme Management Authorisation Model Text (i.e. plain text) shall be used as a basis in all future Programme Management Authorisations.

Where there is flexibility to insert different options, they are indicated within the text or where there is flexibility to replace text this is shown in square brackets.

The text in italics provides guidance for the drafting of some provisions. It shall not be reflected in the final document.

Where additional provisions are perceived as being necessary, then these provisions may be added to the Programme Management Authorisation provided they are consistent with OCCAR Rules. (Example: Authorises the management of the [Name] Programme by OCCAR-EA Central Office within existing resources).

PROGRAMME MANAGEMENT AUTHORISATION

The OCCAR Board of Supervisors:

Considering the Convention on the establishment of the Organisation for Joint Armament Cooperation (Organisation Conjointe de Coopération en matière d'Armement) (OCCAR) signed on 9 September 1998, which entered into force on 28 January 2001, in particular its Article 12-b;

Noting the request of [Participating State(s)], [the OCCAR-EA Director] in the letter [Reference] dated [Date] to the Board of Supervisors (BoS), to authorise the management by OCCAR of the [Name] Programme.

Where additional documents / decisions are perceived as being appropriate, then these documents / decisions may be added. It is the case of an MoU or a Technical Arrangement.

DECIDES AS FOLLOWS:

Authorises the assignment of the [Name] Programme to OCCAR for management purposes with the possible participation of the [Name of State] Republic, the Kingdom of [Name of State], *etc*, in accordance with OCCAR Rules.

The [Name] Programme shall cover all activities, common or non-common, linked to the [Development], [Production], [In Service Support], [Disposal] phase(s) of the [Name] Programme.

Insert any additional provisions perceived necessary here (e.g. specific disposition for PB/PC). In particular, for a TDP, specify if the management will be done by a dedicated PD or by OCCAR-EA Central Office.

The Belgian Representative to the BoS

[Signature]

[First Name, Last name]
[Title]

The French Representative to the BoS

[Signature]

[First Name, Last name]
[Title]

The German Representative to the BoS

[Signature]

[First Name, Last name]
[Title]

The Italian Representative to the BoS

[Signature]

[First Name, Last name]
[Title]

The Spanish Representative to the BoS

[Signature]

[First Name, Last name}
[Title]

The United Kingdom Representative to
the BoS

[Signature]

[First Name, Last name}
[Title]

[Place, Date]

Approved Programme Decision Model Text

B.1 Scope

The approved Programme Decision Model Text (i.e. plain text) shall be used as a basis in all future Programme Decisions.

Any deviation from the spirit of this text shall be agreed by the Board of Supervisors (BoS). If the Programme is a TDP or a study, all the topics covered in this Annex have to be addressed, but adaptations may be done to take into account the special nature of TDPs and studies.

Where there is flexibility to insert different options, they are indicated within the text or where there is flexibility to replace text this is shown in square brackets.

The text in italics provides guidance for the drafting of some provisions. It shall not be reflected in the final document.

Where additional provisions are perceived as being necessary, then these provisions may be added to the Programme Decision provided they are consistent with OCCAR Rules.

PROGRAMME DECISION

of the

Option 1: [Name] Programme Board

Option 2: [X, Y, ...] representative(s) to the [Name] Programme Board *where not all Programme Participating States are involved*

concerning

the

[Name] [PROGRAMME] [PROJECT]

Short Title:

The [Name] Programme Decision

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1. Preamble

Noting the [Memorandum of Understanding / Amendment No [Number] to the Memorandum of Understanding] for the [Name] [Programme] [Project] signed on [Date],

And following the Programme Management Authorisation (PMA) of the OCCAR Board of Supervisors (OCCAR BoS) to authorise the assignment of the [Name] Programme to OCCAR for management purposes signed on [Date].

[Following the letters of acceptance from the Republic of [Name of State] dated [Date], which entered into effect on [Date], the Kingdom of [Name of State] dated [Date], which entered into effect on [Date],]

The representative of the [Name] Participating State,

The representative of the [Name] Participating State,

etc.

[(where all Programme Participating States are involved) hereinafter referred to as the [Name] Programme Board]

having noted:

- that the [Name of State] Republic, the Kingdom of [Name of State], etc., hereinafter referred to as the Republic of [Name of State] Participating State, the Kingdom of [Name of State] Participating State etc. and here collectively referred to as "the Signatories" are participating in the [Name] Programme,
- the Convention on the establishment of the Organisation for Joint Armament Co operation (OCCAR), hereinafter referred to as the "OCCAR Convention", signed on 9 September 1998 in Farnborough and which entered into force on 28 January 2001,
- [any other relevant documents (e.g. other MoUs, other arrangements etc.)]

now decide, in application of the OCCAR Convention as follows:

2. Abbreviations, Acronyms and Definitions

The following lists are not exhaustive and not mandatory and are to be tailored for each Programme Decision.

For the purpose of this Programme Decision the following abbreviations, acronyms and definitions shall apply.

2.1 List of acronyms

AMFC	Administrative Maximum Financial Commitment
BoS	Board of Supervisors
CFF	Call For Funds
CO	OCCAR-EA Central Office
e.c.	Economic Conditions
GFE	Government Furnished Equipment
GFF	Government Furnished Facility
GFI	Government Furnished Information
GFS	Government Furnished Service
GOA	Government Quality Assurance
HLO	High Level Objective
IPR	Intellectual Property Rights
ILS	Integrated Logistic Support
ISS	In Service Support
JCMP	Joint Configuration Management Panel
LCC	Life Cycle Costs
NPC	National Programme Co-ordinator
NSA/DSA	National Security Authority/Designated Security Authority
OCCAR	Organisation Conjointe de Coopération en matière d'Armement
OCCAR-EA	OCCAR Executive Administration
OMFC	Operational Maximum Financial Commitment
OMP	OCCAR Management Procedure
PB	Programme Board
PC	Programme Committee
PD	Programme Division
PM	Programme Manager
PMA	Programme Management Authorisation
PSI	Programme Security Instruction
PWG	Programme Working Group
SCG	Security Classification Guide
VAT	Value Added Tax
WG	Working Group

2.2 List of definitions/explanations

Administrative Budget	The budget required to cover those activities associated with the internal functioning of the [Name] PD [or CO where Option 3 of paragraph 5.2 applies,] for the implementation of this Programme Decision, and the Programme share of the site costs.
Background Information	Information needed to achieve the objectives of the Programme but not generated or conceived in the performance of Programme Contracts.
Classified Information	Any Information, document or material the unauthorised disclosure of which could cause prejudice to the security interests of the OCCAR Member States or other Programme Participating States or OCCAR, whether such information originates within OCCAR or a Programme Participating State and which has been so designated by a security classification.
Common Element	Item delivered or task conducted for the benefit of all States participating in this Programme Decision, which shall form the common basis to meet the requirements of the Programme.
Concerned Participating States	Those Participating States involved in a specific matter or activity.
Concerned Representatives	The Concerned Representatives to an OCCAR Board or Committee are the representatives of the Concerned Participating States.
Concerned Signatories	Those signatories involved in a specific matter or activity.
Contract Package OMPs	OMPs5 and 6 used by OCCAR when placing Programme Contracts.
Financial Commitment	The amount of financial resources that Participating States shall make available to OCCAR-EA in view that OCCAR-EA is able to fulfil its financial obligations under this Programme Decision.
Foreground Information	Information which is generated or conceived in the performance of Programme Contracts.
GFX	The collective term for Government Furnished Information (GFI), Facilities (GFF), Services (GFS) and Equipment (GFE) to be made available to the Contractor by the Signatories or the Contracting Authority for the performance of the Programme Contract(s).
High Level Objectives	The objectives set in terms of cost, time and performance of the work to be performed under this Programme Decision.

Information	Any information or data, regardless of form or characteristic, including information concerning or consisting of scientific or technical matters, threat, experiments, test data, designs, specifications, models, tooling, processes, techniques, inventions, technical writings, sound recordings, pictorial reproductions, drawings and other graphical representations, magnetic tape and computer memory software, in whatever form presented and whether or not subject to copyright or other legal protection.
In Service Support	The support necessary to enable the operational utilisation of the equipment by the Signatories.
Intellectual Property Rights	Any kind of right exercisable in intellectual property including the right to own, exploit, use and have used (whether for research, development, manufacture or otherwise), have access to, or disclose, intellectual property.
Joint Configuration Management Panel	The body for providing advice and/or taking decisions as delegated by the relevant PC Members about changes to be implemented in the system configuration.
Life-Cycle Costs	All costs attributable, directly or indirectly, to a complete system or sub-system throughout its life from Programme inception up to and including disposal.
National Security Authority/Designated Security Authority	The government department, authority or agency designated by a Participating State as being responsible for the co-ordination and implementation of national industrial security policy.
Non-Common Element	Item delivered or task conducted for the benefit of one or more States participating in this Programme Decision, but not for all.
OCCAR Management Procedure(s)	Procedures adopted by the BoS and defining rules and policies for the management of OCCAR activities.
OCCAR Rules	The OCCAR Convention, the OCCAR Security Agreement, including relevant decisions pertaining to their interpretation, and OCCAR procedures (including all principles, strategies and policies). The version of these documents to apply is the one in force at the time of application. All OCCAR Rules applicable for the Programme will be accessible for the Non-Member Participating State(s).
OCCAR Sensitive Programme Information	Any non classified information relating to the [Name] Programme, which should not be released outside OCCAR-EA or to States (including OCCAR Member States) not involved in the Programme or whose unauthorised disclosure would be disadvantageous to the interests of OCCAR, one of its Member States or any State participating in the Programme or any other originator of such information outside OCCAR.
Operational Budget	The budget enabling OCCAR-EA to fulfil the requirement of this Programme Decision. This does not include the Administrative Budget.

Outturn Basis	It denotes that the financial amounts are each expressed in terms of the relevant in-year economic conditions, rather than being expressed by reference to the economic conditions of a fixed date across all years.
[Name of Programme] Programme [or the Programme]	Formally designs the whole Programme as defined in the relevant PMA, but is also used, in the context of this Programme Decision as designating only the activities defined in paragraph 3.2 Scope of this Programme Decision.
Participating State or Programme Participating State	A State (Member or Non-Member of OCCAR) which participates in an OCCAR Programme as defined in the corresponding PMA. This term is also used in the context of this OMP to refer to any international organisation or institution which participates in an OCCAR Programme as defined in the corresponding PMA.
Programme Contract	Any contract or equivalent arrangement placed under this Programme Decision.
Programme Contractor	Any industrial or government organisation or institution working under a Programme Contract.
Programme Information	Any Information, including Foreground and Background information used within this Programme Decision.
Programme Invention	Any invention or discovery formulated, conceived or made in the course of work performed under this Programme Decision.
Programme Manager	Option 1: Head of the Programme Division Option 2: (<i>where the Programme is managed within Central Office</i>): Appointed OCCAR-EA staff member responsible to the OCCAR-EA Director for meeting the requirements of the Programme including the Programme High Level Objectives.
Project	A set of activities of a Programme which are managed in a specific and autonomous manner. It could be the common activities related to one or several phase(s) of a Programme or a set of activities in which not all the Programme Participating States are engaged (non common activities).
Signatories	The States whose representatives have signed this Programme Decision.
Special Tooling	Tools, gauges, models and test equipment, equipment which is manufactured or procured exclusively to enable work to be carried out in the framework of the Programme and which is financed by the Signatories under this Programme Decision. It excludes capital facilities and tooling etc. which the Contractor is expected to have in order to conduct its usual business (i.e. tools of the trade).
Third Party	Any person or entity other than a Signatory or Representative of a Signatory, a Programme Contractor or OCCAR-EA in its capacity as agent for the Signatories.

("All defined terms in the following text start with a capital letter to indicate that they are defined".)

3. Aim and Scope

3.1 Aim

The aim of this Programme Decision is to set out the detailed arrangements for the management of the [Name] Programme by OCCAR, which shall not be inconsistent with the provisions of the [Name] MoU and shall follow all relevant OCCAR Rules.

3.2 Scope [and off-take]

The scope of the work to be carried out under this Programme Decision is as follows:

- ...
- ...

Description of work to be carried out under this Programme Decision including off-take, if relevant. The description of work can also be detailed in an Annex to this Programme Decision.

Residual/closure activities and transitional activities must be considered in this paragraph. It is also possible to cover in this paragraph the remaining and closure activities of a previous Programme Decision related to this Programme.

4. Programme High Level Objectives

The HLOs concerning this Programme Decision are as follows:

The detailed description of HLOs shall be inserted below or in an Annex to this Programme Decision.

4.1 Timescale HLOs

[For example:

- The Qualification of the [Number] system shall be achieved by [Date].
- The Acceptance of [Number] systems studies etc and the associated support to satisfy the Initial Service Date as required by the Participating States shall be achieved by [date].
- The delivery of the 1st / [Number]th system shall be on [Date].
- The delivery of the last system shall be on [Date]

4.2 Performance HLOs

[For example:

- For an aeronautical programme it shall include the safety HLOs and may also include range, payload, ceiling, flight envelope, endurance.
- For a naval system this may be capability to operate desired weapon systems, low radar profile, range, autonomy, maximum speed.

- For a land system equipment it may be weight, range, capacity, defensive capability, CBRN (Chemical, Biological, Radiation, Nuclear) protection, etc.
- For the In Service Support (ISS) Phase, the formulation of the performance HLOs may be based upon the OCCAR-EA ISS Guide.]

An appropriate number (not exceeding 15) of performance criteria may be determined. These performance criteria are to be measurable requirements, which shall be drawn from the Programme Operational Requirements or the system specification.

4.3 Cost HLOs

For example:

[Value] million Euros at [Insert] economic conditions.

The figure(s) set here is/are to be less than the maximum financial commitment shown at paragraph 10. It excludes any costs relating to variation of price in accordance with the provisions of the Contracts, VAT, taxes, customs duties and similar charges.

4.4 General

Where a change to the HLOs has no impact on the maximum financial commitments stated in paragraph 10, the change shall be subject to a specific decision approved by the

Option 1: [Name] PB

Option 2: Representative(s) to the [Name] PB of the Signatory(ies) *(where not all Programme Participating States are involved)*

and no amendment to this Programme Decision will be required.

However, where a change to the HLOs does have an impact on the maximum financial commitments stated in paragraph 10 then the HLOs shall be amended through an amendment to this Programme Decision.

The PM shall manage the Programme in accordance with this Programme Decision.

Option: The PM shall strive to minimise the LCC of the Programme.

5. Organisation and Management

5.1 Overview

OCCAR shall direct and manage the Programme in accordance with all relevant OCCAR Rules and in particular with the OMP1.

Any addition to or deviation from the tasks and responsibilities of the OCCAR-EA personnel as provided in OMP1 shall be detailed in this paragraph.

Under this Programme Decision,

Option 1: the [Name] PB authorises the OCCAR-EA Director to set up the [Name] Programme Division (PD) after approval of its structure by the [Name] Programme Committee (PC).

Option 2: the representative(s) of the Signatories to the [Name] PB authorise the OCCAR EA Director to adapt the already established [Name] PD to the scope of this Programme Decision after approval of the principle of this common Programme Division by the full [Name] PB and of its structure by the representatives of the Signatories to the [Name] Programme Committee (PC).

Option 3: the Programme shall be managed by OCCAR-EA Central Office within existing resources or with additional resources to be defined and approved by the [Name] Programme Committee (PC). Support of Detached National Experts (DNEs) may be provided by Programme Participating States if required by OCCAR-EA and approved by the [Name] Programme Committee (PC).

The tasks and responsibilities of the OCCAR-EA Director, [the PM and the PD (if any)] are detailed in OMP1 and OMP3.

Each Signatory may change its Representative to the [Name] PC depending on the [Name] PC agenda item(s).

The following text and paragraph 5.2 may be inserted for In Service Support:

The [Name] PC will delegate to the Joint Configuration Management Panel (JCMP) the authority for assessing and deciding changes including financial matters to:

- the system configuration;
- ...

The JCMP shall only be allowed to make binding decisions within the financial ceilings as defined in paragraph 10.

5.2 Liaison Officers

Signatories may designate their permanent or non-permanent Liaison Officers to the [Name] PD during the implementation of the In Service Support (ISS) activities. They will have the sufficient authority, delegated by the Signatories, to provide advice in view to enable the [Name] PD to react quickly and effectively to ISS issues. The Liaison Officers may convene in form of an expert group. The Liaison Officers shall not be part of OCCAR-EA staff.

The permanent or non-permanent Liaison Officers shall have access to all [Name] Programme Information on a need to know basis as determined by the PM and in accordance with OMP11, OMP12 and specific security provisions, in particular the Programme Security Instructions (PSI) and specific security agreements/arrangements between OCCAR and the relevant non-Member States.

5.3 Decision Making Process

In order to ensure the good running of a Programme and the achievement of the time schedule, it is necessary for the PB and the PC to have an effective decision making process that allows each of them to take quick decisions when necessary. This means, in particular when more than two States are participating in a Programme, it may be necessary to have different decision making processes depending on the kind of the decisions to be taken.

In each Programme the Signatories must decide on the exact criteria to be used for voting on Programme related decisions. These may include: simple majority, qualified majority (i.e. where a pre-defined percentage of votes are required to allow a decision to be implemented), reinforced qualified majority (which will require the attribution of voting weights to Signatories) or unanimity.

For example:

- *unanimity for:*
 - ◆ *decisions related to the HLOs;*
 - ◆ *decisions on the final sharing of joint Special Tooling and other joint assets procured with Programme funds at the completion of the Programme.*
- *various types of majority voting for:*
 - ◆ *the endorsement of a Procurement Strategy relating to a Common Element;*
 - ◆ *the endorsement of the PMP;*
 - ◆ *technical aspects;*
 - ◆ *the approval of award of major Contracts relating to a Common Element;*
 - ◆ *the organisational structure of the [Name] PD.*

Decisions taken by simple majority, qualified majority or reinforced qualified majority shall commit all the Signatories taking the decision.

Decisions are in general made on a unanimity basis of the Concerned Signatories, unless otherwise decided unanimously by the representatives to the PB of the Concerned Signatories. By exception, the following decisions shall be adopted by a reinforced qualified majority vote:

- ◆ Acceptance of a new State participating in the [Programme] [Project],
- ◆ Organisation of the Programme Division (except if this decision results in an increase of more than [amount] % of the administrative budget),
- ◆ Appointment of the Programme Manager,
- ◆ Establishment or dissolution of working groups.

A reinforced qualified majority means that a decision cannot be taken if there is at least one Signatory representing more than [amount] % of the [Programme] [Project] in opposition.

The first percentage may be around 3 % and the second around 15 %

The following text may be inserted for In Service Support:

For Common Elements, decisions shall be taken on a unanimity basis, except for specific decisions referred to in the text above.

For Non-Common Elements, decisions shall be taken by the Concerned Signatory(ies) only, subject to the following provisions:

If OCCAR-EA perceives that any Non-Common Element may have a major impact on activities of any other Signatory or if any other Signatory establishes that this specific activity may have a major impact on its own activities, the decision related to this Non-Common Element shall be agreed by all Signatories unanimously.

If any unforeseen additional national activity requires from a Signatory an increase in its maximum Financial Commitment covering its Non-Common Elements, that Signatory may, after it has completed its national approval procedures, increase its maximum Financial Commitment covering its Non-Common Elements by formally issuing an update of its national financial values (Non-Common Elements only - see paragraph 10.2.1) to this Programme Decision signed only by its PB representative to OCCAR-EA providing that

- the Signatory increasing its maximum Financial Commitment has formally notified the other Signatories of its intent at PC level and informed OCCAR-EA;
- OCCAR-EA has assessed that this additional specific activity shall not have a major impact on OCCAR-EA activities conducted for the benefit of any other Signatories and has informed the relevant representatives to the PB accordingly;
- at PC level no Signatory objects, within 30 days, that this additional activity would have a major impact on its ISS.

5.4 [Relationship with the [Name] Programme]

The [Name] Programme has an interface with the [Name] Programme. The [Name] Programme is under the responsibility of the [Name] entity. Any decision on the [Name] Programme having an impact on the interface with [Name] Programme shall be taken after consultation with the [Name] entity.

Provisions concerning the organisation and the respective responsibilities of OCCAR and the Participating States for the qualification, certification and operational acceptance processes are to be inserted where necessary.

Where there is no relationship or interface with another programme or entity then this paragraph shall be omitted from the Programme Decision.]

6. OCCAR-EA Reporting System

OCCAR-EA shall provide the Participating States with reports on the progress of the Programme and, in particular on any matter which might have an impact on the achievement of any of the HLOs. Such reports shall be in accordance with OMP3.

7. Contractual Arrangements

7.1 General

OCCAR-EA shall negotiate, award and administer Programme Contracts and all amendments thereto

Option 1: in its own name and for the benefit of the Concerned Signatories, so that OCCAR and the Programme Contractor are the parties to the Programme Contract(s).

Option 2: in the name and/or on behalf of the Concerned Signatories, so that the Concerned Signatories and the Programme Contractor are the parties to the Programme Contract(s).

7.2 Approval Level

For the purpose of clarifying the approval level for the placement of Programme Contracts or Contract amendments,

Option 1: Programme Contracts and amendments thereto shall be defined as major when they fulfil the following criteria:

The following is given as broad guidance, one or more may be used in defining major contracts. In negotiations of the Programme Decision, care will need to be exercised to ensure that sensible levels for any of the impacts are agreed which are commensurate with the size of the Programme.

- *They are in excess of [Insert Figure] % of the overall maximum commitment or [Insert Value] Euros whichever is the lower;*
- *They have an impact on the technical specification which reduces/enhances the overall performance of the equipment being procured (a greater than [Insert Figure] %);*
- *They have an impact on the delivery schedule of the Programme (over [Insert Figure] weeks);*
- *They have an impact on the management of OCCAR Unclassified Sensitive Information (e.g. Technology Demonstrator Programme/ technical);*
- *They have an impact on the LCC (over [Insert Figure] million Euro).*

Option 2: *(Where a definition of criteria to be applied to define major Programme Contracts and amendments thereto during the Programme Decision negotiation is not possible:)* The representatives of the Signatories to the PC shall decide within six months after Programme Decision signature on these criteria.

Any Programme Contract or amendment, which is not being considered as major, shall be considered as being minor. Any ambiguity concerning this matter shall be referred to the Concerned Representatives to the [Name] PC for decision.

8. Price Investigation and Cost Forecasting

Price investigation and cost forecasting shall be carried out in accordance with the provisions of Annex OMP1-D.

Option 1:

Price investigation and cost forecasting services in relation to the Programme in accordance with this Programme Decision shall be provided by each Signatory at no additional cost.

Option 2:

Where a Signatory intends to charge OCCAR for price investigation and cost forecasting services in relation with this Programme Decision, it shall, prior to the signature of the Programme Decision, advise on the ceiling amount of these services for the duration of the Programme Decision, so that each Signatory can cover its own share in its Operational Budget.

The ceiling costs of the price investigation and cost forecasting services provided by the Signatories, at economic conditions [Month/Year], are as follows:

Signatory	Ceiling Costs € at [Month/Year] e.c.
[Name] Signatory	
[Name] Signatory	
[Name] Signatory	

The shares of each Signatory of the above costs are included in the OMFC defined at paragraph 10.2.

OCCAR shall apportion the costs arising from price investigation and cost forecasting services, in accordance with paragraph 10.2.4 and 10.2.5 as appropriate, and integrate these costs in the CFFs.

9. **Work allocation**

Work allocation shall be monitored and recorded by OCCAR-EA in accordance with the OCCAR Convention, the OCCAR Global Balance Policy Paper and the Contract Package OMPs.

10. **Financial Commitments, payments and Calls For Funds**

The Signatories commit to make available to OCCAR the amount of financial resources OCCAR needs to fulfil its financial obligations related to this Programme Decision with the following ceilings:

10.1 Administrative commitments and payments

10.1.1 Administrative Maximum Financial Commitment

The Administrative Maximum Financial Commitment (AMFC) at economic conditions [Month/Year] for each Signatory shall be as shown in the table below.

Signatory	AMFC in €. At [Month/Year] <i>Economic Conditions</i> (e.c.)	Share (%)
[Name of State] Republic		

[Name of State] Republic		
...		
[Name of State] Kingdom		
Total		

Note 1:

1- AMFC could also be expressed on an outturn basis instead of being expressed at economic conditions of a given date.

2- In case the AMFC is expressed at the economic conditions of a given date, an indication should be given on the economic indicator(s) to be used to compare budget or payments with the AMFC, and it will be mentioned that AMFC figures exclude any costs relating to variation of price which, where appropriate, the Signatories shall pay in addition.

3- Any phase-related funding shall be detailed as required.

Note 2:

If the duration of the Programme Decision is long, it is possible to split the AMFC into a set of packages: one firm for which the commitment is taken at the entry into force of the Programme Decision and others confirmed later. The process of confirmation has to be detailed in the Programme Decision. The number of years to be covered firmly by the AMFC has to be coherent with the duration of the work firmly covered by the OMFC.

Note 3:

It could be useful for the In Service Support activities to split the AMFC in two parts: One concerning the Common Elements and one concerning the Non-Common Elements.

Note 4:

The financial implications related to residual/closure activities and transitional activities should be considered in this paragraph as an option.

10.1.2 Currency

The CFF are made in Euro (€). The amount of the CFF for each year shall remain under the Administrative Budget ceilings except as provided for in OMP10 (Management of Funds).

10.1.3 Contribution for the support from CO

[Name of the Non-Member Participating State] shall pay, in addition to the payments mentioned in paragraph 10.1.1 and 10.1.2, an annual contribution for the support from OCCAR-EA Central Office. This contribution shall be calculated in accordance with OMP10. The reference value for year [Year] is [Value] Euros for [Name of the Non-Member Participating State-A], [Value] Euros for [Name of the Non-Member Participating State-B].

Note: It could be possible to include the total non-Member Central Office (CO) contribution into the AMFC. In that scheme, the AMFC would be a common ceiling to Administrative Budgets and to CO contributions.

10.2 Operational commitments and payments

10.2.1 Operational Maximum Financial Commitment

The Operational Maximum Financial Commitment (OMFC) at economic conditions [Month/Year] including (option: GOA services, support for price investigation and cost forecasting provided by the Signatories), elements for risk, options and for system changes affecting safety, security and obsolescence for each Signatory shall be as shown in the table below. The OMFC figures below exclude any costs relating to variation of price in accordance with the provisions of the Programme Contracts and VAT, customs duties, and similar charges which, where appropriate, the Signatories shall pay in addition:

Signatory	OMFC in € w/o variation of price, VAT, customs duties and similar charges. At [Month/Year] e.c.
[Name of State] Republic	
[Name of State] Republic	
...	
[Name of State] Kingdom	
Total	

Note 1:

1- OMFC could also be expressed on an outturn basis instead of being expressed at the economic conditions of a given date. Outturn basis is for instance relevant when OCCAR signs firm fixed price Operational contracts.

2- Any phase-related funding shall be detailed as required.

Note 2:

It could be useful for the In Service Support activities to split the OMFC in two parts: One concerning the Common Elements and one concerning the Non-Common elements (linked with chapter 5.3, ISS text).

Note 3:

The financial implications related to residual/closure activities and transitional activities should be considered in this paragraph as an option.

Note 4:

If the duration of the Programme Decision is long or the amount important, it is possible to split the OMFC into a set of packages: one firm for which the commitment is taken at the entry into force of the Programme Decision and others confirmed later. The process of confirmation has to be detailed in the Programme Decision. Optional packages may concern all the Signatories or not.

10.2.2 Payments

Payments resulting from the above OMFC should remain under the yearly ceilings shown in the table below.

Signatory	year 1	year 2	year 3	...	year n	Total
[Name of State] Republic						
[Name of State] Republic						
...						
[Name of State] Kingdom						
Total						

Notes:

1- Year n is the last year of the Programme

2- The Total for each of the Signatories is to be identical to that in the first table in paragraph 10.2.1. In case the OMFC is expressed at the economic conditions of a given date, payments above exclude any costs relating to variation of price in accordance with the provisions of the operational Contracts, VAT, customs duties, and similar charges. In that case, it is desirable to:

- express the OMFC and the initial contract at the same economic conditions,

- mention what economic indicator(s) should be used, if necessary, to update a contract to the same economic conditions as the OMFC.

3- Each column can contain the payments planned during the year or the cumulated payments planned since the beginning (in this last case, the "Total" column disappears).

The yearly ceilings mentioned above shall be updated annually through the annual planning and budgeting process; this update shall be authorised through the approval of the corresponding annual Operational Budget. The OMFC shall be modified only through an amendment to this Programme Decision [or, for the OMFC covering the Non-Common Elements, increased in applying the ISS clause of the chapter 5.3].

10.2.3 Currency

The CFFs are made in [Currency]. The amount of the CFFs for each year shall remain under the Operational Budget ceilings, except as provided for in OMP10 (Management of Funds).

10.2.4 Sharing Key for Common Elements

The costs related to Common Elements under the Operational Budget shall be shared as follows:

[Name] Signatory: [Figure] %

[...] [...]

[Name] Signatory: [Figure] %

10.2.5 Sharing Key for Non-Common Elements

The costs related to Non-Common Elements (if any) shall be borne by that (or those) Participating State(s) which generate(s) them.

10.3 Specific financial arrangements

If there are any specific financial arrangements, they are to be defined here. They must be in accordance with OMP10.

10.4 Overall commitment

This paragraph is not compulsory: in particular, it is not to be produced if the above AMFC and OMFC are not expressed at the same economic conditions or one at economic conditions of a given date and the other one on an outturn basis.

The overall maximum Financial Commitment at economic conditions month/year (including both the administrative and operational commitments) for each Signatory shall be as shown in the table below.

Signatory	Overall maximum Financial Commitment in € at [Month/Year] e.c.
[Name of State] Republic	
[Name of State] Republic	
...	
[Name of State] Kingdom	
<i>Total</i>	

Note: The overall maximum Financial Commitment could also be expressed on an outturn basis instead of being expressed at the economic conditions of a given date.

11. Audits

Internal and external audits shall be performed in accordance with the provisions of the Convention, taking into account the Board of Auditors Terms of Reference, as appropriate, OMP3 and OCCAR-EA internal procedures which may apply.

12. Taxes, Customs Duties and Similar Charges

In accordance with the approved Procurement Strategy, OCCAR-EA shall ensure that the Articles of the Programme Contracts reflect decisions of the relevant national authorities of the Signatories relating to taxes, customs duties and similar charges.

13. Exchange and Protection of Information and Intellectual Property Rights

Option 1 (*Where the relevant MoU contains formal provisions on disclosure to Third Parties*):

OCCAR shall under the Programme Contract(s) secure:

- for itself enough rights to manage the Programme in accordance with this Programme Decision and;
- for the Signatories the rights stated in the relevant MoU with particular regard to the rights specified for the disclosure of Programme Information to Third Parties.

Option 2 (*Where the relevant MoU does not contain formal provisions on disclosure to Third Parties*):

OCCAR shall under the Programme Contract(s) secure for itself enough rights to manage the Programme in accordance with this Programme Decision.

To this end,

- the [Name] Signatory requests/does not request the possibility to disclose Programme Information to Third Parties.
- the [Name] Signatory requests/does not request the possibility to disclose Programme Information to Third Parties.
- [...]
- the [Name] Signatory requests/does not request the possibility to disclose Programme Information to Third Parties.

OCCAR shall give effect to these requests in the Programme Contract(s).

14. Government Quality Assurance and Airworthiness Requirements

14.1 Government Quality Assurance

GQA shall be carried out in accordance with the provisions of OMP7.

Option 1:

GQA services in relation to the Programme in accordance with this Programme Decision shall be provided by each Signatory at no additional cost.

Option 2:

Where a Signatory intends to charge OCCAR for GQA services in relation with this Programme Decision, it shall, prior to the signature of the Programme Decision, advise on the ceiling amount of these services for the duration of the Programme Decision, so that each Signatory can cover its own share in its Operational Budget.

The ceiling costs of the GQA services provided by the Signatories, at economic conditions [Month/Year], are as follows:

Signatory	Ceiling Costs € at [Month/Year] e.c.
[Name] Signatory	
[Name] Signatory	
[Name] Signatory	

The share of each Signatory of the above costs are included in the OMFC defined at paragraph 10.2.1.

OCCAR shall apportion the costs for the Common or Non-Common Elements arising from GOA services, in accordance with paragraph 10.2.4 and 10.2.5 as appropriate, and integrate these costs in the CFFs.

14.2 Airworthiness Requirements

Where it is not an aeronautical Programme then this paragraph shall be omitted from the Programme Decision.

Specific procedures have to be considered under this paragraph.

15. Levies

Noting the provisions of the [Name of Programme] MoU, OCCAR-EA shall ensure that any Programme Contract placed in connection with this Programme Decision shall contain provisions giving effect to this paragraph and any national requirements of the Signatories requiring the collection of levies notified in writing to OCCAR-EA by the Signatories.

OCCAR-EA shall be responsible for the collection, administration and distribution of all levies arising under the Programme Contract(s) as decided by the relevant Representatives to the PC.

16. Special Tooling

Special Tooling shall be the property of the Signatory[ies] having financed it. OCCAR-EA shall manage and dispose any Special Tooling as instructed by the representatives to the PC of the owners.

Where there is no Special Tooling then this paragraph shall be omitted from the Programme Decision.

17. Security of Classified and Sensitive Information, Visits

All Classified or Sensitive Information exchanged or generated in connection with this Programme Decision shall be used, handled and protected in accordance with the OCCAR Security Agreement which came into force the 17 June 2006, OMP11 and 12 established by the OCCAR BoS and specific security provisions, in particular the Programme Security Instructions (PSI) and specific security agreements/ arrangements between OCCAR and the relevant non-Member Signatories.

Option 1 (*where a PSI does not exist*):

OCCAR-EA shall prepare a PSI, which shall include a Security Classification Guide (SCG) and guidance on Sensitive Information. The PSI shall be validated with national representatives to the PC to ensure consistence with the technical content of the Programme before being forwarded by the Security Officer to the Programme Signatories' National Security Authorities/Designated Security Authorities (NSAs/DSAs) for comment and subsequent approval only for the aspects within their competence.

Option 2 (*where a PSI already exists*):

OCCAR-EA shall amend, if needed, the existing PSI in line with the above paragraph, and provide the amended version to the relevant authorities for approval in accordance with OMP11 and OMP12.

For visits, the provisions are stipulated in OMP11.

18. Government Furnished Equipment (GFE), Services (GFS), Facilities (GFF), and Information (GFI)¹

Option 1 (*where GFX has been identified*):

OCCAR-EA shall ensure that GFX provisions in the Programme Contracts are consistent with the provisions of this Programme Decision, the decisions of the Concerned Representatives to the PC and the relevant Procurement Strategy and are in accordance with the relevant OMPs. The GFX to be provided by each Signatory, with the associated quantities and delivery schedule is at Annex [Reference] to this Programme Decision. The conditions under which GFX shall be made available shall be approved at the relevant PC level. The Concerned Representatives to the PC shall approve any update of Annex [Reference] as necessary provided it does not have an impact on this Programme Decision.

Option 2 (*where GFX has not been identified at the time the Programme Decision is drafted*):

OCCAR-EA shall ensure that GFX provisions in the Programme Contracts are consistent with the provisions of the relevant Programme Decisions, the decisions of the Concerned Representatives to the PC and the relevant Procurement Strategy and are in accordance with the relevant OMPs. The list of GFX to be provided by each Signatory, with the associated quantities and delivery schedule shall be established and approved at the relevant PC level [before "Date to be defined"] [in due time].

The conditions under which GFX shall be made available shall be approved at the relevant PC level. The Concerned Representatives to the PC shall approve any update of this list as necessary provided it does not have an impact on this Programme Decision.

Should any Signatory fail to deliver any of its GFX on time that Signatory shall alone bear any resulting costs.

Where there is no GFX identified by the Signatories or OCCAR-EA then this should be stated in this paragraph.

19. Changes in Requirement, Withdrawal and Termination

19.1 Change of Requirement, Withdrawal

Should a Signatory wish to change its requirement or off-take as defined in this Programme Decision or withdraw from it, the following procedure shall apply:

- Consultations shall take place between the Signatories and OCCAR-EA, at the relevant PC level, on the consequences of such a change of requirement or off-take or withdrawal;
- Following such consultations, if a Signatory still wishes to change its requirement or off-take or to withdraw, it shall give not less than six months notice in writing to the other Signatory(ies) and a copy of the notice shall be also provided to the Director of OCCAR-EA and the Representatives of the Signatories to the PC.

¹ Hereinafter referred to as GFX

The Signatory changing its requirement or off-take or withdrawing shall:

- Take all necessary action to minimise the consequences of such a change of requirement or off-take or withdrawal;
- Meet in full its commitments up to the date of change of requirement or off-take or withdrawal;
- Be solely responsible for any additional costs, damage, penalty or liability resulting from such a change of requirement or off-take or withdrawal.

The total contribution of a Signatory under this Programme Decision, which makes any reduction in requirement or off-take or withdraws, shall in no event exceed the amount the Signatory would have contributed had it not changed its requirement or its off-take or had it not withdrawn from the Programme Decision.

If an increase of a Signatory's off-take as defined in this Programme Decision leads to a reduction in cost, that reduction shall be shared by all Signatories

Option 1: in proportion to their financial contributions.

Option 2: as decided at the relevant PC level.

OCCAR shall ensure that the principles set out in this paragraph of the Programme Decision shall be reflected in the Programme Contract(s) which shall also address the potential cost implications, if any, should a Signatory change its requirement, change its off-take or withdraw from this Programme Decision.

The principles set out above shall also be applicable should a Signatory find it necessary to introduce a change in the delivery schedule.

19.2 Termination

If the Signatories decide collectively to terminate this Programme Decision, they shall jointly meet the cost of termination in accordance with the:

Option 1: sharing keys defined at paragraph 10.2.4;

Option 2: Off-take as set out at paragraph 3.2;

Option 3: decision of the [Name] PC.

19.3 Residual Obligations

The rights and obligations of the Signatories and the obligations of OCCAR-EA regarding "Exchange and Protection of Information and Intellectual Property Rights", "Levies", "Security of Classified and Sensitive Information, Visits", "Disputes" and "Liabilities" shall continue irrespective of any Signatory's withdrawal or termination or expiration of this Programme Decision.

20. Disputes

Disputes shall be settled in accordance with OMP4. However, in application of the exchange of letter between OCCAR and the [Name] Participating State,, the arbitration clause will enter into force for each of those Participating States only at the completion of its national process of approbation of this clause.

21. Liabilities

Liabilities shall be settled in accordance with OMP4.

Liabilities shall be shared in accordance with the:

Option 1: sharing keys defined at paragraph 10.2.4;

Option 2: Off-take as set out at paragraph 3.2;

Option 3: decision of the [Name] PC.

The figures to be considered are those valid at the time the liability was incurred.

22. Observer Status

The granting of any observer status shall be subject to the approval of both the PB and the BoS and in accordance with OMP3.

In case of involvement of EDA the following has to be added:

The EDA will be involved in this Programme under the terms defined in the following arrangements: [Name of Arrangements]

A representative of the EDA may attend PB, [PC] and *[Names of the WGs]*.

EDA representative(s) shall have access to Programme Information only on a "Need to know" basis.

The information to be exchanged at such meetings is to be used by EDA for the sole purpose of the management of the following activities: *[state the relevant activities where EDA is authorized to use the Information]*.

EDA is expected to inform the Concerned Representatives to the [PB and to the] PC about its relevant activities to ensure good coordination between the [Name] Programme and the EDA activities as defined above.

The disclosure of Programme Classified Information to EDA representatives shall be performed in accordance with the arrangements between OCCAR and EDA and the Security Agreement between the EU and OCCAR.

23. Additional Signatories

Once agreed by the existing Signatories the entry of any additional Signatories to this Programme Decision shall require an amendment to this Programme Decision and, if required, to the PMA in accordance with the provisions of OMP2.

24. Amendments, Effective date, Duration, Language and Signature

This Programme Decision may be amended at any time by the unanimous consent of [the [Name] PB] or [the representatives to the [Name] PB of the Signatories], *(where not all Programme Participating States are involved)*. Any such amendment must be in writing and signed by the Representatives of the Signatories to the PB. By exception, the simplified processes described in paragraphs 5.3 (ISS text) and 10.2.2 are applicable.

[By exception, sections X, Y, Z and/or annexes R, S, T may be amended at any time by the sole consent and signature of the A, [B] representative(s) to the [Name] PB if the

Director of OCCAR-EA considers there is no adverse consequence on other sections or for other Participating States. The other representatives to the [Name] PB are informed of those amendments.]

Option 1: This Programme Decision shall enter into force upon the date of the last signature.

Option 2: This Programme Decision shall enter into force upon the following [date].

Option 3: This Programme Decision shall enter into force upon the date of the last signature. However, the immunities and privileges provisions and the arbitration provisions of the OCCAR Convention as defined in Annex I and Annex II shall become applicable to the [Name] Signatory(ies) upon notification by the Signatory(ies) of the completion of its (their) relevant national internal procedures.

In specific cases, it is also possible to have different dates of entry into force for the different Signatories.

This Programme Decision shall remain in force for [Number] years, unless the Signatories decide unanimously to terminate it earlier or extend it.

Note: To cover all activities linked to the closure of the contract or to the transition to a new phase the duration of the Programme Decision must be longer than the expected duration of the main contract.

If necessary, the financing of these activities during that period could be done either on remaining AMFC or by an optional supplementary AMFC provided by all Signatories.

This Programme Decision is signed in one original copy, in the English language.

The [Name of Participating State] Representative to the [Name of Programme] PB

[Signature] [Place, date]
[First Name, Last name]
[Title]

The [Name of Participating State] Representative to the [Name of Programme] PB

[Signature] [Place, date]
First Name, Last name
Title

The [Name of Participating State] Representative to the [Name of Programme] PB

[Signature] [Place, date]
First Name, Last name
Title

Letter of Offer / Letter of Acceptance

C.1 Purpose

The purpose of this Annex is to provide the framework agreement necessary for involving Non-Member States in OCCAR managed Programmes. This agreement shall be based upon an exchange of letters between OCCAR and the respective Non-Member State(s). The exchange of letters formally constitutes the agreement referred to in Article 37 of the OCCAR Convention.

C.2 Scope

The exchange of Letters is mandatory for all OCCAR managed Programmes involving Non-Member States. The content of the letters is laid down below.

The approved "Letter of Offer – Letter of Acceptance" Model Text (i.e. plain black text) shall be used as a basis for all future agreements with Non-Member States according to Article 37 of the OCCAR Convention. Any deviation from the spirit of this text shall be agreed by all the Board of Supervisors (BoS) Members.

Where there is flexibility to insert different options, they are indicated within the text or where there is flexibility to replace text this is shown in square brackets.

The text in italics provides guidance for the drafting of some provisions. It shall not be reflected in the final document.

Where additional provisions are perceived as being necessary, then these provisions may be added to the "Letter of Offer – Letter of Acceptance" provided they are consistent with OCCAR Rules.

This process is also applicable for the formal establishment of an agreement between OCCAR and international organisation(s) and/or institutions regarding their participation in OCCAR managed Programmes, unless other arrangements already exist.

C.3 General Comments

If necessary, the exchange of letters may be done at a lower level than the Minister's level, but this has to be avoided due to the fact that the LoA must be signed in the name of the concerned Government.

If there is a MoU/TA signed at the time of the signature of these LoO/LoA, the words related to the MoU in the preamble should be maintained; if not, they should be deleted.

If preferred by the concerned State, the following paragraph may be inserted between paragraphs number 4 and 5 thereby creating a global LoO/LoA: "The above provisions shall apply to any potential future phases of this Programme and also potential future other Programme(s) to be managed by OCCAR in which your State may decide to participate. In such a case, paragraph number 5 and the final paragraph of the LoA should be modified accordingly (replace "of the [Name] Programme by OCCAR." by "by OCCAR of future Programmes to which your State will participate.").

Letter of Offer

Dear Minister,

Following the discussions between our representatives which permitted the definition of the conditions applying to your participation in the [Name] Programme, and following the Programme Management Authorisation (PMA) relating to [Name] Programme, approved by the Board of Supervisors (BoS) on [Date], by which the OCCAR BoS has given its approval to the management of the [Name] Programme by OCCAR and to the participation of your State in that [Name] Programme [in accordance with the Memorandum of Understanding/ Technical Arrangement signed on [Date]], I have the honour to propose, on behalf of OCCAR, the following provisions:

1. You confirm your intention to participate in the [Name] Programme and to have it managed by OCCAR in accordance with OCCAR Rules (See paragraph number 4). Your representatives shall participate in the Programme Board (PB) and the Programme Committee (PC), which have been created by the OCCAR BoS to manage the [Name] Programme, as described in OMP1, 2, 3 and 4. They shall have your authority to decide on all matters within the responsibility of the PB and PC.

2. Option 1:

The privileges and immunities provisions and the arbitration clause described in Annex I and II of the OCCAR Convention shall apply to the [Name] Programme.

Option 2:

Your Government shall undertake the procedure to allow the entry into force, for itself, of the provisions for arbitration as set out in Annex II of the OCCAR Convention and the procedure to grant the privileges and immunities in accordance with the terms and conditions of Annex I of the OCCAR Convention.

If Option 2 is chosen, paragraph number 1 should be modified accordingly: " ... in accordance with OCCAR Rules (See paragraph number 4) with the exception, on your side, of the clauses on arbitration and privileges and immunities."

Option 3:

The arbitration clause described in Annex II of the OCCAR Convention will follow option 1 or option 2.

The privileges and immunities provisions described in Annex I of the OCCAR Convention shall not apply to the [Name] Programme subject to the following conditions and full acknowledgment of [Name of State]:

- Programme Division (PD) not located in the Non-Member States not granting immunities and privileges;
- No meeting in the Non-Member States not granting immunities and privileges;
- No Prime Contractor in the Non-Member States not granting immunities and privileges.

3. [Name of State] shall negotiate the Programme Decision with the other States participating in the [Name] Programme in accordance with OCCAR Rules. By signing the Programme Decision, [Name of State] shall be legally bound to the Programme to the same extent as OCCAR Member States participating in the Programme. The Programme Decision shall constitute a decision referred to in Article 38 of the OCCAR Convention.

4. In this document, OCCAR Rules means the OCCAR Convention, the OCCAR Security Agreement, including relevant decisions pertaining to their interpretation, and OCCAR procedures (including all principles, strategies and policies). The version of these documents to apply is the one in force at the time of application and will be accessible for your representatives.

5. This letter together with your response shall constitute the agreement between OCCAR and your Government referred to in Article 37 of the OCCAR Convention, concerning the management of the [Name] Programme by OCCAR. This agreement shall enter into force on the date of receipt of your Letter of Acceptance by the BoS Chairman.

I would be grateful for your confirmation that the preceding provisions are acceptable to your Government.

Yours sincerely,

Letter of Acceptance

Dear Minister,

I am pleased to receive your letter dated [Date] which reads as follows:

“Dear Minister,

Following the discussions between our representatives which permitted the definition of the conditions applying to your participation in the [Name] Programme, and following the Programme Management Authorisation (PMA) relating to [Name] Programme, approved by the Board of Supervisors (BoS) on [Date], by which the OCCAR BoS has given its approval to the management of the [Name] Programme by OCCAR and to the participation of your State in that [Name] Programme [in accordance with the Memorandum of Understanding/ Technical Arrangement signed on [Date]], I have the honour to propose, on behalf of OCCAR, the following provisions:

1. You confirm your intention to participate in the [Name] Programme and to have it managed by OCCAR in accordance with OCCAR Rules (See paragraph number 4). Your representatives shall participate in the Programme Board (PB) and the Programme Committee (PC), which have been created by the OCCAR BoS to manage the [Name] Programme, as described in OMP1, 2, 3 and 4. They shall have your authority to decide on all matters within the responsibility of the PB and PC.

2. Option 1:

The privileges and immunities provisions and the arbitration clause described in Annex I and II of the OCCAR Convention shall apply to the [Name] Programme.

Option 2:

Your Government shall undertake the procedure to allow the entry into force, for itself, of the provisions for arbitration as set out in Annex II of the OCCAR Convention and the procedure to grant the privileges and immunities in accordance with the terms and conditions of Annex I of the OCCAR Convention.

If Option 2 is chosen, paragraph number 1 should be modified accordingly: "... in accordance with OCCAR Rules (See paragraph number 4) with the exception, on your side, of the clauses on arbitration and privileges and immunities."

Option 3:

The arbitration clause described in Annex II of the OCCAR Convention will follow option 1 or option 2.

The privileges and immunities provisions described in Annex I of the OCCAR Convention shall not apply to the [Name] Programme subject to the following conditions and full acknowledgment of [Name of State]:

- Programme Division (PD) not located in the Non-Member States not granting immunities and privileges;
- No meeting in the Non-Member States not granting immunities and privileges;

- No Prime Contractor in the Non-Member States not granting immunities and privileges.

3. [Name of State] shall negotiate the Programme Decision with the other States participating in the [Name] Programme in accordance with OCCAR Rules. By signing the Programme Decision, [Name of State] shall be legally bound to the Programme to the same extent as OCCAR Member States participating in the Programme. The Programme Decision shall constitute a decision referred to in Article 38 of the OCCAR Convention.

4. In this document, OCCAR Rules means the OCCAR Convention, the OCCAR Security Agreement, including relevant decisions pertaining to their interpretation, and OCCAR procedures (including all principles, strategies and policies). The version of these documents to apply is the one in force at the time of application and will be accessible for your representatives.

5. This letter together with your response shall constitute the agreement between OCCAR and your Government referred to in Article 37 of the OCCAR Convention, concerning the management of the [Name] Programme by OCCAR. This agreement shall enter into force on the date of receipt of your Letter of Acceptance by the BoS Chairman.

I would be grateful for your confirmation that the preceding provisions are acceptable to your Government.

Yours sincerely,"

I have the honour to inform you that my Government accepts the above provisions. Accordingly, your letter together with my reply herein shall constitute the agreement between my Government and OCCAR concerning the management of the [Name] Programme by OCCAR.

Yours sincerely,

Role of OCCAR-EA in integrating a Programme into OCCAR

- 1 During negotiations OCCAR-EA should provide advice to minimise repetition and avoid contradictions between the MoU and the Programme Decision. Inside OCCAR-EA, representatives from Central Office take the lead in negotiating the Programme Decision with assistance being requested from other specialists from within OCCAR-EA, both Central Office and the Programme Divisions.
- 2 The role of OCCAR-EA is to provide advice to the MoU negotiators and to co-ordinate the Programme Decision preparation to ensure that the programme, once integrated, is managed in the most efficient and effective manner in accordance with both the founding principles of OCCAR and its management procedures (OMPs). The OCCAR-EA team will have, inter alia, the following roles:
 - (i) Providing a secretariat function including co-ordinating meetings.
 - (ii) Ensuring that each national negotiator is provided with all relevant current OCCAR documents and is made aware of the impact these have on their work.
 - (iii) Proposing a preliminary draft of Programme Decision in accordance with OMP 2.
 - (iv) Facilitating the MoU and Programme Decision drafting.
 - (v) Checking compliance of Programme Decision with the OCCAR Rules.
 - (vi) Providing advice whether provisions of the MoU are consistent with the OCCAR management structure and principles [see OMP1].
 - (vii) Co-ordinating Programme Decision negotiation process within OCCAR-EA.
 - (viii) Making regular progress reports on the MoU and Programme Decision to the Director of OCCAR-EA, with particular reference to the above areas of responsibility.
 - (ix) Where specific problems are identified during the negotiations, which will affect the OCCAR-EA management of the programme, the Director is to draw the national representatives' attention to these for their decision proposing solutions for the matters of concern.
 - (x) Making a final report to the Director of OCCAR-EA on the final drafts, highlighting any restrictions on management and deviations from the founding principles.