



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 FTPC 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.
29/07/16	7	Revision to take account of changes introduced in the new Issue 5 of OMP 1 (including restructuring of the document in line with that of OMP 1), as well as to update the Approved Model Texts. Additional changes aimed at clarifying the role of OCCAR-EA in respect of the activities to be performed before signature of a Programme Decision (pre and post approval of the PMA) and other areas of the main body have also been introduced. A new Annex F incorporating descriptive flow charts for the main processes has been added. Option 3 in the LoO/LoA has also been removed.

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Main Part OMP 2

Programme Integration

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1. **Purpose**

The purpose of this OCCAR Management Procedure (OMP) is to provide the mandatory instructions for the integration of a new Programme or a new Programme Stage into OCCAR, or the modification of an existing Programme Stage.

2. **Scope**

This OMP is the main reference document describing the processes for the establishment of the main OCCAR documents related to the integration of programmes into OCCAR; namely the Programme Management Authorisation (PMA), the Programme Decision (ProgD), and the Letter of Offer/Letter of Acceptance (LoO/LoA) applicable to programmes involving Non-Member States.

The provisions to be incorporated in a PMA and a ProgD together with appropriate sample model texts are contained at Annex OMP 2-A and Annex OMP 2-B respectively. The approved PMA and ProgD model texts shall be used as a basis in all integration activities. Where additional provisions are perceived as being necessary, then these provisions may be added to the ProgD provided they are consistent with OCCAR Rules. Where a Non-Member State intends to participate in an OCCAR-managed Programme, the LoO/LoA process shall be followed (sample model text at Annex OMP 2-C) including the establishment of appropriate security documents.

3. **Related documentation**

- OCCAR Convention.
- OCCAR Security Agreement.
- OMP 1 – Principal Programme Management Procedures.
- OMP 3 – Corporate Management.
- OMP 4 – Legal Issues.
- OMP 5 – Contract Placement Procedure.
- OMP 8 – Personnel Regulations.
- OMP 11 – Security Regulations.
- OMP 12 – Handling of Unclassified Sensitive Information.
- The Security Agreement between OCCAR and the European Union (EU) on the protection of Classified Information, signed in Brussels and entered into force on 27 July 2012.
- The Security Arrangement between EDA and OCCAR-EA for the protection of Classified Information exchanged between OCCAR and EDA, signed and entered into effect on 1 December 2014.
- The Administrative Arrangement (AA) between OCCAR and EDA, concerning the establishment of their cooperation, signed on 27 July 2012.
- Guidelines on the preparation of Memoranda of Understanding for OCCAR Programmes.

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); and
- Programme Decision (ProgD).

The content of these documents and the process for their preparation and signature are detailed in sections 5 to 7 below.

4.2 Programmes involving Non-Member States

In addition to the provisions in paragraph 4.1 above, for Programmes involving Non-Member States, the LoO/LoA process shall be implemented. Adequate bilateral security documents shall also be concluded between OCCAR and each Non-Member Prospective Participating State (PPS) as referred to in Article 2 of the OCCAR Security Agreement.

The nature and content of the LoO/LoA and the security document, including their preparation and signature process are detailed in paragraph 8.1 below.

4.3 Programmes involving international organisations or international institutions

Specific provisions for the participation of the EDA and other international organisations or institutions in OCCAR-managed Programmes are contained in paragraphs 8.2 and 8.3 below.

4.4 Programme Management Structures

There are two possible structures within OCCAR-EA for the management of OCCAR Programmes, either

- a dedicated Programme Division (PD), or
- a Programme Management Cell (PMC) within Central Office (CO) of OCCAR.

These structures are described in OMP 1. The management structure will be set out within the PMA and shall be defined in the respective ProgD(s). When CO is expected to manage one or more Programme Stage(s) by means of a PMC, this shall be also stated within the PMA.

The management structure may evolve during the life of the Programme subject to a PB decision. Agreement of the BoS shall also be required if the evolution implies the setup of a PMC or the modification of the existing management structure from a PD to a PMC. An assessment by the OCCAR-EA Director shall be required prior to the establishment or to any change to the existing management structure for the Programme.

5. Programme Management Authorisation

5.1 General

The PMA shall be approved by the BoS authorising the assignment of a Programme into OCCAR for management purposes. It shall list the States and/or international organisations or institutions that have expressed their intention to participate in the Programme (Prospective PPSs) and shall state in broad terms the scope of the Programme. Any requirement for a Programme Management Cell (PMC) shall also be stated in the PMA. The PMA will only be valid for the whole life cycle of a Defence System (all phases) if this is explicitly stated.

If additional States are considered to have the potential to become PPSs at a later stage these States, known as Future Potential Participating States (FPPSs), may also be listed in the PMA for BoS consideration in providing its approval.

The approval of the PMA authorises OCCAR-EA to commit resources in order to start the integration process and prepare for the management of the Programme as required. Approval should therefore occur as soon as is reasonably practicable.

5.2 Programme Management Authorisation Process

5.2.1 Preliminary activities before signature of the PMA

To successfully integrate a Programme into OCCAR, it may be necessary to conduct internal preliminary activities, including contractual matters within the boundaries defined in Annex OMP 5-A paragraph A.2, prior to the approval of the PMA. If relevant, the PPSs will define their expectations of the role of OCCAR-EA for these preliminary activities including attendance as observer at working groups.

BoS approval is required before any preliminary activities can be performed prior to signature of the PMA, apart from the normal OCCAR business development activities (inter alia, attendance as an observer at working groups and the provision of advice). In support of this BoS decision, an assessment by the OCCAR-EA Director of the ability of OCCAR-EA to manage preliminary activities shall be issued to the BoS.

Any such preliminary activities for the integration of a new Programme into OCCAR shall be conducted under the lead of CO as stated in section 5 of Annex OMP 3-G. The provisions for Transition Between Programme Stages in Annex OMP 1-C shall apply in the case of the integration of a new Programme Stage for which an amendment to the existing PMA or the issue of a new PMA is required.

In the event that the new Programme includes PPSs which are Non-Member State(s), initial discussion between OCCAR-EA and the Non-Member PPS(s) should start, as soon as practicable, to obtain confirmation from the latter in respect of the signature of the LoO/LoA (see paragraph 8.1.2 below).

Preliminary activities are performed without prejudice to the PPSs' final decision regarding the future integration of this Programme into OCCAR and without prejudice to a future decision of the BoS in respect of the relevant PMA.

5.2.2 Initiation

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

- One of the PPSs may request the BoS, on behalf of the other PPSs, to authorise the management of the Programme by OCCAR. The request shall be made to the Chairperson of the BoS who will task the OCCAR-EA Director to prepare the PMA and his recommendation in accordance with paragraph 5.2.3 below.
- The OCCAR-EA Director may also propose to the BoS to authorise the management of the Programme by OCCAR. The proposal shall be based on the informal agreement of the PPSs or of a representative acting on their behalf that the Programme should be managed by OCCAR or on the Director's recommendation that it is necessary to progress the integration of the Programme into OCCAR.

5.2.3 Preparation and Approval

The PMA shall be prepared by OCCAR-EA in accordance with Annex OMP 2-A. The OCCAR-EA Director shall submit the PMA to the BoS for approval, accompanied by a recommendation based on an assessment of the impact on OCCAR of the integration of the Programme. This recommendation shall detail any additional resources that will be required from the PPSs to ensure the successful integration and management of the new Programme, e.g. Detached National Experts (DNEs) as detailed in OMP 8.

The signed original PMA shall be retained by OCCAR-EA. Copies of the document will be provided to the PPSs together with a request to nominate their National representatives as described in paragraph 5.2.5 below.

Additional States may be identified in the PMA as having the potential to become PSs after the approval of the PMA (i.e. Potential Future PSs), but as they have not yet confirmed their intention to participate in the Programme they shall not be involved in the process.

5.2.4 Post Approval Activities

Once the BoS has approved the PMA, OCCAR-EA shall undertake, in cooperation with the PPSs, all necessary work to allow the approval of the initial ProgD. This work may include the support of the MoU preparation, the establishment of the initial ProgD and the parallel integration activities in accordance with paragraph 7.2.1 below. In the event that any of the PPSs is not an OCCAR Member State the process to establish the security agreements or arrangements is initiated and the LoO and respective LoA can be issued to the prospective Non-Member State as detailed in paragraph 8.1.2 below.

Any activities performed by OCCAR-EA before signature of the relevant ProgD shall be conducted without prejudice to the PPSs' final decision regarding the future integration of this Programme into OCCAR.

The role of OCCAR-EA in integrating a Programme into OCCAR is described in Annex OMP 2-D.

5.2.5 Establishment of Programme Board and Programme Committee

Unless otherwise stated in the PMA, the approval of the PMA immediately creates the relevant Programme Board (PB) and Programme Committee (PC), as described in OMP1 and OMP3 with all the PPSs identified in the PMA. Non-Member PPS(s) will participate in the PB and PC as defined in paragraph 8.1.2 below. No PFPS(s) shall be part of the PB or the PC because they do not participate in the integration process as stated in paragraph 5.2.3 above.

Following signature of the PMA, the OCCAR-EA Director will request the OCCAR Member PPS(s) to nominate their National representatives to the PB and the PC; Non-Member PPS(s) will also be requested to nominate their National representatives that will be attending the meetings of the PB and the PC during the period until they obtain formal membership to the PB and the PC (see paragraph 8.1.2).

The Role and responsibilities of the PB and the PC are detailed in Annex OMP 1-A.

5.2.6 Amendment of a signed PMA

When a Programme is already integrated into OCCAR and the intention is only to extend the set of activities within the scope of the existing PMA (e.g. to integrate new Programme Stage(s) of an OCCAR-managed Programme), an amendment to the ProgD or a new ProgD as appropriate is required. The extension of the set of activities beyond the scope of an existing PMA shall require an update to the PMA or a new PMA. This shall also apply in the event of the entry of additional PSs which are not identified in the existing PMA. An amendment to any existing MoU or a new MoU may also be necessary.

6. Memorandum of Understanding

An MoU to be signed by the appropriate representative of the PPSs will set out the provisions for their participation in the Programme and will record their intention to have it managed by OCCAR,. OCCAR is neither a signatory nor a party to the MoU. The MoU or any further amendment should be drawn up by the prospective Participants, in cooperation with OCCAR-EA to ensure consistency with the ProgD and the OCCAR Rules. The PPSs should refer to the non-binding "Guidelines on the preparation of Memoranda of Understanding for OCCAR Programmes".

The role of OCCAR-EA in respect of the support of the negotiation of the MoU is detailed in Annex OMP 2-D.

If the Programme has already been launched in cooperation outside OCCAR and an MoU already exists, it may have to be amended to register the intention of the Participants to have the Programme managed by OCCAR and to comply with OCCAR Rules. In this event and for any new Programmes or Programme Stages in which a MoU is to be negotiated, the Participants shall ensure that it is consistent with OCCAR Rules and that it does not diminish OCCAR's ability to effectively manage the Programme.

7. Programme Decision

7.1 General

A ProgD is the legally binding decision, describing the detailed arrangements for the management by OCCAR of a Programme Stage. The ProgD shall define the management structure (see paragraph 4.4) for the activities to be performed to ensure the achievement of the relevant High Level Objectives (HLOs).

A ProgD involving Non-Member States can only be signed by the Non-Member States after the receipt by the BoS Chairperson and entry into force of the respective signed LoA (see paragraph 8.1.2 below).

A ProgD will cover a Programme Stage within an OCCAR-managed Programme. A Programme Stage may consist of a number of phases of the Defence System Life Cycle covered by the Programme, a specific phase only or a set of activities within a phase with a precise definition of its scope and expected result. It shall be consistent with the provisions of the existing MoU and the OCCAR Rules.

More than one ProgD may be adopted for each OCCAR-managed Programme to cover the individual Programme Stages of that Programme or to deal with non-common activities under the same PMA. In this case, the participation to the respective PB and PC is limited, in respect of topics of a specific ProgD, to the representatives of the PSs having signed this specific ProgD.

The OCCAR-EA Director is responsible to verify the compatibility of these different ProgDs. In case of incompatibility, negative impact or inconsistency with an existing ProgD, the matter shall be referred to the PB for resolution. If the matter cannot be resolved by the PB then OMP 4 shall apply.

7.2 Programme Decision Process

7.2.1 Parallel integration activities after the PMA

To prepare successfully a ProgD and prior to its signature by the PB, it may be necessary to conduct within OCCAR specific activities in parallel to the preparation of the ProgD itself. Such activities may relate but not be limited to contractual matters within the boundaries established in paragraph A.2 of Annex OMP 5-A (e.g. the preparation and issue of a Request For Information (RFI) or Invitation To Tender (ITT) and the negotiation of the draft contract), risk reduction studies and the definition and harmonisation of national requirement, as appropriate.

Prior to the integration of a Programme and to the appointment of the PM, the activities performed by OCCAR-EA with respect to that Programme (as decided by the BoS) are assigned to a Programme Integration Manager responsible to the OCCAR-EA Director and normally drawn from existing Central Office (CO) resources. In the frame of those activities and where required, a Programme Integration Team (PIT) drawn from existing Central Office resources may be set up to assist the Programme Integration Manager.

The OCCAR-EA Director shall make a proposal to the PC regarding any additional resources required from the PPSs and the way to fund the associated administrative costs. Such resources may include DNEs as

detailed in OMP 8 for the PIT and the dedicated support of national experts. The proposal shall be based on the scope of the activities required by the prospective PSs.

Unless otherwise explicitly stated in the PMA, the management of these parallel preparation activities for new programmes being integrated into OCCAR shall be performed under the lead of the Programme Management Support Division (PMSD) in OCCAR-EA. For the integration of new Programme Stages into an already existing OCCAR-managed Programme, the provisions for "Transitions in an OCCAR-managed Programme" shall apply (see Annex OMP 1-C).

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

7.2.2 Preparation of the ProgD

OCCAR-EA shall prepare an initial draft of the ProgD in accordance with Annex OMP 2-B. This initial draft will serve as the baseline for the negotiation among the PPSs in case of the first ProgD of a new Programme or the Concerned PSs for ProgDs related to subsequent Programme Stages.

In parallel, OCCAR-EA shall ensure that the necessary security documents with the Non-Member PPSs, in accordance with OMP 11, are in place or the process to establish them has been initiated.

During the negotiations between the PPSs / Concerned PSs, OCCAR-EA shall, if appropriate, propose modifications to the draft ProgD ensuring compatibility with existing ProgD(s), the existing MoU and OCCAR Rules. When Non-Member States will be signatories to a ProgD, the exact wording of the signed LoO/LoA (e.g. on immunities or arbitration clause) shall be reflected into the relevant ProgD (see paragraph 8.1.2 below).

Any deviation from OCCAR Rules, requested by the PPSs / Concerned PSs, 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 from the OCCAR Convention or the OCCAR Security Agreement.

If the BoS does not approve the deviation(s) from OCCAR Rules, OCCAR-EA shall modify the draft ProgD accordingly in consultation with the PPSs / Concerned PSs.

7.2.3 Staffing with Prospective Participating States or Concerned Participating States

After the final draft of the ProgD has been harmonised at working level with the PPSs or the Concerned PSs as appropriate, OCCAR-EA shall request the PB Representatives of the PPSs or the Concerned PSs as appropriate to formally declare to the OCCAR-EA Director their readiness for signature after having completed their national staffing processes. The request shall be accompanied by an assessment by the OCCAR-EA Director to the PB concerning the final draft of the ProgD 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 PPSs or the Concerned PSs as appropriate, the OCCAR-EA Director shall provide the Concerned PB Representatives with the document to be signed. In cases where changes have been introduced into the draft ProgD during or as a result of the staffing process, the OCCAR-EA Director shall confirm to the PB the validity of his previous assessment

7.2.5 Entry into Force

A ProgD shall enter into force once it has been signed by the Concerned PSs' PB Representatives, unless otherwise agreed in the ProgD. Notwithstanding this, as stated in paragraph 7.1 above, a ProgD involving Non-Member States can only be signed by the Non-Member States after the receipt by the BoS Chairperson and entry into force of the respective signed LoA (see paragraph 8.1.2 below). Specific provisions for the entry into force for the Non-Member States shall be included in the ProgD as appropriate to take account of the length of their National approval processes for the ProgD itself.

A ProgD approved by the representatives of Member States and Non-Member States has the same legal value as a ProgD approved only by the representatives of Member States that is the same as the legal value of a decision of the BoS (the highest decision body in OCCAR). The entry into force of the initial ProgD formally integrates the Programme into OCCAR and entrusts OCCAR with the effective management of the Programme. The Programme shall hence be referenced to as an OCCAR-managed Programme and the PPSs signatories to that ProgD become Participating States (PSs).

The signed original ProgD shall be retained by OCCAR-EA. The PS will be provided with copies of the signed original ProgD. Should any inconsistency between OCCAR Rules and the ProgD be identified subsequent to the entry into force of the ProgD, the matter shall be referred by the OCCAR-EA Director to the PB for resolution; if the inconsistency cannot be resolved by the PB then OMP 4 shall apply.

7.2.6 Amendment of a signed ProgD

A signed ProgD may be amended at any time during its period of validity to take account of the evolution of the corresponding Programme Stage. The process to amend a ProgD will be initiated by the Representatives of the PSs either at PB or PC level. The process described in paragraphs 7.2.2 to 7.2.4 shall apply. Where appropriate, the relevant MoU will be amended accordingly.

An amendment to a ProgD shall only contain the elements of the ProgD that are changed with the complete text of the affected paragraph, section annex or appendix that results from the change; the complete amended annexes and appendices will be enclosed to the ProgD amendment whenever possible. Amendments to a given ProgD shall be identified by a sequential number.

OCCAR-EA (PMSD) shall ensure that an up-to-date version of the complete ProgD, containing all the agreed amendments, is maintained as a working version. Such working version of the ProgD shall be submitted as soon as it is feasible to the PSs at working level and made available to all OCCAR-EA staff who need to have access to it.

After the agreement of several amendments to a ProgD or on the occasion of the preparation of a substantive amendment, OCCAR-EA (PMSD) will proceed to the issue of a revised ProgD instead of an amendment.

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

In accordance with the OCCAR Convention, Non-Member States and international organisations or institutions may participate in any Programme managed by OCCAR. By signing the ProgD, the Non-Member States, international organisations or institutions shall be legally bound to and enjoy the rights for the Programme to the same extent as OCCAR Member States participating in the Programme.

8.1 Participation of Non-Member States in OCCAR-managed Programmes

8.1.1 General

The Non-Member PPSs shall be invited to negotiate the ProgD with the strict understanding that the Programme or the relevant Programme Stage as appropriate shall be managed using OCCAR Rules. Due to the fact that such Non-Member States are not signatories to the OCCAR Convention, it is essential that a framework agreement as referred to in Article 37 of the OCCAR Convention is established between OCCAR and the Non-Member States. This agreement shall be based upon an exchange of letters between OCCAR and the respective Non-Member State(s). The exchange consists of a Letter of Offer (LoO) issued by the Chairperson of the BoS to each of the prospective Non-Member PSs and the Letter of Agreement (LoA), returned by the Non-Member State in response to the LoO. The LoA shall be signed in the name of the concerned Government.

By signing the LoA, each Non-Member State shall confirm its:

- intention to participate in the Programme;
- commitment to the management by OCCAR of the Programme;
- agreement to participate in the Programme Board (PB) and Programme Committee (PC) in charge of managing the Programme;
- delegation of authority to its representatives in the relevant PB and PC; and

- agreement that the Programme shall be managed in accordance with OCCAR Rules.

The exchange of letters formally constitutes the agreement referred to in Article 37 of the OCCAR Convention.

8.1.2 The Letter of Offer (LoO) and the Letter of Acceptance (LoA) Process

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

Following the initiation of the PMA process in accordance with paragraph 5.2.2, the text of an LoO/LoA shall be reviewed by OCCAR-EA and each Non-Member PPS to verify that it will have no difficulty to sign the LoA and have it entered into force without delay. In case of deviation from the spirit of the Model Text in Annex OMP 2-C, the revised LoO and LoA shall be submitted to the BoS for approval prior to issue to the Non-Member PPS(s), if possible concurrent to seeking the PMA approval. The OCCAR-EA Director shall inform the Non-Member PPS (s) of the PMA approval.

Following signature of the PMA and after agreement of the text of the LoO/LoA with the Non-Member PPS(s) the BoS Chairperson shall issue the resulting LoO and respective LoA in line with the model text in Annex OMP 2-C to the Non-Member PPSs.

Prior to the receipt of the signed LoA, the relevant Non-Member PPS, 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. With the receipt by the BoS Chairperson of the signed LoA without reservation that have not been previously agreed with OCCAR, the Prospective Non-Member PS(s) will obtain formal membership to the PB and PC. In case that any reservation not previously agreed with OCCAR is associated with the LoA, the issue shall be referred to the BoS for decision on the acceptability of the reservation(s) and the Prospective Non-Member PS will be informed of that decision. All decisions made so far by the national or institutional representative for the Programme of the Prospective Non-Member PS shall be confirmed with the signature of the LoA as decisions of its representative to the PC or PB as appropriate (see Annex OMP 2-C).

It is possible to propose to each Non-Member PPS to sign a LoA covering not only the Programme or Programme Stage but also all future Programmes and Programme Stages managed by OCCAR to which it may decide later to participate (i.e. a Global LoA).

Where a Non-Member State has already opted for and signed a Global LoA, the OCCAR-EA Director will send a letter to the Non-Member PPS inviting it to confirm that it wishes to participate in the Programme or Programme Stage as appropriate, in accordance with the terms of the signed Global LoA.

If a Global LoA is applied and Option 2 in paragraph number 3 of the approved model text for the LoO has been selected, the confirmation

referred above shall also specify the situation for the provisions on arbitration and privileges and immunities, e.g.: “National procedure undertaken”, “National Procedure finished for the first Programme and applicable to the new one”, etc.

As the approved Model Text of the LoO/LoA in Annex OMP 2-C provides options for the wording of these letters, the exact wording of the signed LoO/LoA (e.g. on immunities or arbitration clause) shall be reflected into the ProgD(s).

8.1.3 Bilateral security document

In addition to the LoO/LoA, for programmes involving Non-Member PPS(s) an adequate bilateral security document shall be concluded between OCCAR and each Non-Member PPS, as referred to in Article 2 of the OCCAR Security Agreement. In accordance with OMP 11, 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; and
- Security Statement as part of the Programme Decision.

A General Security Agreement or a General Security Arrangement, depending on the national legislation of the Non-Member State, 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 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 for Security Assurances detailed in OMP 11.

8.2 Participation of the European Defence Agency in OCCAR-managed Programmes

The Administrative Arrangement (AA) between EDA and OCCAR (see paragraph 3) in accordance with Article 37 of the Convention includes the possibility that EDA represents EDA contributing Parties in OCCAR managed Programmes.

Should EDA contributing Parties entrust EDA to represent them in an OCCAR-managed Programme or Programme Stage 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 shall be considered as a “Participating State” and OCCAR Rules applicable to a Non-Member Participating State shall be applied to EDA.

8.2.1 Participation of EDA acting in its own name

When EDA participates in an OCCAR- managed Programme under the AA acting in its own name, the letter of LoO/LOA process is not applicable to the relevant Programme or Programme Stage.

The security agreement between OCCAR and the European Union (EU) on the protection of Classified Information, signed in Brussels and entered into force on 27 July 2012, as well as the security arrangement between EDA and OCCAR-EA, signed and entered into effect on 1 December 2014, for the protection of Classified Information exchanged between OCCAR and EDA, shall be applied to the participation of EDA in its own name in OCCAR-managed Programmes, to the extent that they remain valid at the time of the signature of the ProgD and during its whole duration.

Notwithstanding the above, specific security arrangements between OCCAR and each of the contributing Parties represented by EDA shall be in place before OCCAR Classified Information can be exchanged with the latter in order to allow its disclosure to the EDA contributing Parties.

8.2.2 Participation of EDA representing contributing Parties in their name and on their behalf

In case of EDA participating as a Participating State in an OCCAR managed Programme and representing contributing Parties in their name and on their behalf, the LoO/LOA process with the contributing Parties is required as the EDA contributing Parties will be (indirect) parties to the ProgD.

Specific security arrangements between OCCAR and each of the EDA so represented contributing Parties shall be in place before OCCAR Classified Information can be exchanged with the latter.

8.2.3 Management of a part of an EDA Programme by OCCAR

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, setting out the mutually agreed commitments of the two organisations. An agreement in the form of a ProgD shall be the preferred alternative. Specific security arrangements between OCCAR and each of the relevant EDA contributing Parties shall be in place before OCCAR Classified Information can be disclosed to the relevant EDA contributing Parties.

8.3 Participation of other (non-EDA) international organisations or institutions in OCCAR-managed Programmes

Other non-EDA international organisations or institutions may participate in OCCAR managed Programmes. Such participation shall require an agreement or arrangement in accordance with Articles 37 or 38 of the OCCAR Convention, between OCCAR and the international organisations or institutions on a case by case basis. Normally this will take the form of the international organisations or institutions being Participating States to a ProgD which text shall be expanded to include the commitment of the international organisations or institutions to participate in the PB and PC with designated representatives having the authority to decide on all matters within the responsibility of the PB and PC.

Specific security arrangements between OCCAR and the relevant international organisation or institution shall be in place before OCCAR Classified Information can be exchanged between OCCAR and the relevant international organisation or institution.

9. Additional Programme Participating States

The process to incorporate additional PSs shall be initiated in accordance with paragraph 5.2.2 above.

The entry of any additional PS, international organisation or institution into an OCCAR-managed Programme shall require either:

- i. an amendment to the applicable PMA when that additional PS is not already listed in the PMA as a potential future PS. If agreed by the existing PS, the PB shall issue a request to the BoS to amend the PMA authorising the joining to the OCCAR-managed Programme; or
- ii. a notification by the PB to the BoS when that additional PS is cited as a potential future PS in the applicable PMA.

In addition to the above, the existing MoU will have to be amended to incorporate the additional PS(s) to the cooperative Programme. In the event that the Programme has already been initiated without the requirement for an MoU a new MoU would have to be negotiated among the existing and the additional PS in parallel to the discussions of the relevant ProgD or ProgD amendment as applicable.

The amendment of the PMA or the notification to the BoS as applicable (see paragraph 5.2.6 above), establishes the participation of the additional Participating State in the relevant PB and PC (see paragraph 5.2.5 above). The additional Participating State shall not make any decisions regarding the existing Programme prior to entry to the relevant ProgD(s).

Additional non-Member Participating States shall join OCCAR managed Programmes in accordance with paragraph 8.1.

10. Annexes

Annex OMP 2-A	Programme Management Authorisation and Approved Model Text
Annex OMP 2-B	Programme Decision and Approved Model Text
Annex OMP 2-C	Letter of Offer – Letter of Acceptance and Approved Model Text
Annex OMP 2-D	Role of OCCAR-EA in integrating a Programme into OCCAR
Annex OMP 2-E	Acronyms, Definitions and Explanations
Annex OMP 2-F	Flow Charts describing the integration of a Programme into OCCAR



Annex OMP 2-A

Approved Programme Management Authorisation Model Text

A.1 Scope

The approved Programme Management Authorisation (PMA) 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).

A.2 Approved PMA Model Text

Annex OMP 2-A PMA Model Text.docx



Organisation for Joint Armaments Co-operation

PROGRAMME MANAGEMENT AUTHORISATION

[Place, Date]

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 a MoU or an implementing Arrangement to a framing MoU.

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.*, [and the potential future participation of [Name of State] Republic, the Kingdom of [Name of State], *etc.*] in accordance with OCCAR Rules.

Option 1: (when the PMA covers all the phases of a Programme)

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.

Option 2: (when the PMA initially covers certain phases of a Programme only)

The [Name] Programme shall cover [a Definition Study], [Development], [Production], [In Service Support], [Disposal] activities(s) which may be followed by potential follow-on activities, namely [Development], [Production], [In Service Support], [and Disposal], as assigned later on to OCCAR under the auspices of this Authorisation by the signature of the relevant Programme Decision(s), the signatories of which shall be those States participating in those activities.

[(For Programmes / Stages to be managed by a Programme Management Cell within OCCAR-EA Central Office, the following paragraph shall be inserted:)]

The [[Name] Programme / [Name] Stage(s)] shall be managed by a Programme Management Cell within OCCAR-EA Central Office in accordance with OMP 1.]

Insert any additional provisions perceived necessary here (e.g. specific disposition for PB/PC and the requirement for additional resources where applicable; e.g. DNEs). 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]



Annex OMP 2-B

Approved Programme Decision

Model Text

B.1 Scope

The approved Programme Decision (ProgD) 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 ProgD provided they are consistent with OCCAR Rules.

B.2 Approved ProgD Model Text

Annex OMP 2-B ProgD Model Text.docx



Organisation Conjointe de Coopération en matière d'Armement

PROGRAMME DECISION

of the

Option 1: [Name] Programme Board

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

concerning

the

[Name] [PROGRAMME / STAGE]

Short Title: The [Short-Name] ProgD

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1. Preamble

[Noting the [Memorandum of Understanding / Amendment No. [Number] to the Memorandum of Understanding] for the [Name] [Programme] signed on [Date], hereinafter referred to as the “[MoU-Name]”, and the [Implementing / Technical / Programme] Arrangement No. [Number] signed on [Date], hereinafter referred to as the [IA / TA / PA] No. [Number],

and following].

Note: the two paragraphs above will be omitted in case that Programme is not covered by an MoU (e.g. when the ProgD relates to a national Programme, assigned to OCCAR for management by a Member State in accordance with Article 8 b) of the OCCAR Convention).

[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].

Option 1 (where Non-Member States participate(s) in the Programme / Stage):

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.

Option 2 (where all Programme Participating States are involved):

hereinafter referred to as the [Short-Name] Programme Board (PB)],

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 Signatory(ies)” is(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;

(Where Non-Member States participate(s) in the Programme / Stage) the following bullets should be inserted, as appropriate:

Option 1 (where a General Security Agreement / Arrangement has been established):

- [the [General Security Agreement / General Security Arrangement] between the Republic of [Name of State] Participating State, the Kingdom of [Name of State] Participating State etc. and OCCAR, on the Protection of Classified

Information has been signed on [Date] and which entered into [force/effect] on [Date], in accordance with the OCCAR regulations and the Republic of [Name of State] Participating State, the Kingdom of [Name of State] Participating State etc. laws and regulations;]

Option 2 (where a Programme-related Security Agreement / Arrangement has been established):

- [that a [Programme related Security Agreement / Programme related Security Arrangement] between the Republic of [Name of State] Participating State, the Kingdom of [Name of State] Participating State etc. and OCCAR, on the Protection of Classified Information has been signed on [Date] and which entered into [force/effect] on [Date], in accordance with the OCCAR regulations and the Republic of [Name of State] Participating State, the Kingdom of [Name of State] Participating State etc. laws and regulations;]

Option 3 (where a Security Statement has been inserted as part of the ProgD):

- that a Security Statement on the Protection of Classified Information has been signed on [Date] by the Republic of [Name of State] Participating State, the Kingdom of [Name of State] Participating State etc. as part of this Programme Decision, in accordance with the OCCAR regulations and the Republic of [Name of State] Participating State, the Kingdom of [Name of State] Participating State etc. laws and regulations, which is included as Annex [reference of the Annex] hereto and which came into effect on [Date];)

[(in case of cooperation with EDA the following bullets have to be inserted:)]

- the Administrative Arrangement between the European Defence Agency (EDA) and OCCAR concerning the establishment of their cooperation, signed on 27 July 2012, and its Implementing Arrangement signed on [Date];
- the Agreement between OCCAR and the European Union on the Protection of Classified Information, done at Brussels on 27 July 2012;
- the Security Arrangement between the OCCAR Executive Administration (OCCAR-EA) and EDA on the Protection of Classified Information Exchanged between OCCAR and EDA, signed on 8 December 2014;
- the Decision of the OCCAR BoS to authorise the cooperation with EDA [as an observer to the [Short-Name] PB and the [Name] Programme Committee (PC) / in respect of the management of the [Name] Programme].]
- [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**

Note: the following lists are not exhaustive and not mandatory and are to be tailored for each ProgD.

For the purpose of this ProgD 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
CM	Configuration management
CM WG	Joint Configuration Management Working Group
CO	OCCAR-EA Central Office
CQC	Certification and Qualification Committee
DNE	Detached National Expert
DSA	Designated Security Authority
EC	Economic Conditions
EDA	European Defence Agency
GFE	Government Furnished Equipment
GFF	Government Furnished Facility
GFI	Government Furnished Information
GFS	Government Furnished Service
GFX	The aggregation of more than one type of Government Furnished elements (GFE, GFF, GFI and/or GFS)
GOA	Government Quality Assurance
HLO	High Level Objective
IA	Implementing Arrangement of a signed MoU
IPR	Intellectual Property Rights
ILS	Integrated Logistic Support
ISS	In-Service Support
LCC	Life Cycle Costs
MoU	Memorandum of Understanding
NPC	National Programme Co-ordinator
NSA	National Security Authority
OCCAR	Organisation Conjointe de Coopération en matière d'ARmement (Gemeinsame Organisation für Rüstungszusammenarbeit; Organizzazione congiunta per la cooperazione in materia di armamenti; Organisation for Joint Armament Co-operation)
OCCAR-EA	OCCAR Executive Administration
OFC	Overall Financial Commitment
OMFC	Operational Maximum Financial Commitment
OMP	OCCAR Management Procedure
PA	Programme Arrangement implementing a signed MoU
PB	Programme Board
PC	Programme Committee
PD	Programme Division
PM	Programme Manager
PMA	Programme Management Authorisation

PMC	Programme Management Cell (within OCCAR-EA Central Office)
ProgD	Programme Decision
PSI	Programme Security Instruction
PWG	Programme Working Group
SCG	Security Classification Guide
TA	Technical Arrangement implementing a signed MoU
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 5.1 applies,] for the implementation of this Programme Decision, and the Programme share of the site costs.
Administrative Maximum Financial Commitment (AMFC)	The amount of financial resources that Signatories shall make available to OCCAR-EA to allow it to fulfil its obligations under this Programme Decision, to be financed from within the Administrative Budget.
Background Information	Information needed to achieve the objectives of the Programme but not generated in the performance of an OCCAR Programme.
Classified Information	Classified Information means any information, Document or Material the unauthorised disclosure of which could cause prejudice to the interests of OCCAR, its Member States or any other State participating in an OCCAR Programme, whether such information originates within OCCAR or is received from its Member States or from States participating in an OCCAR programme and which has been so designated and marked with a security classification. Classified Information may include information provided by any other state or International Organisation for purposes of the Programme.
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 Signatories	Those signatories involved in a specific matter or activity.
Configuration Management Working Group (CM WG)	A joint Working Group established by the PM to analyse changes to the Configuration of the Defence System.
Contract Package OMPs	OMPs 5 and 6 used by OCCAR when placing Programme Contracts.
Designated Security Authority (DSA)	The security authority approved by national authorities to be responsible for the implementation of and compliance with the applicable security regulations and Programme Security Instructions (PSI) within Government establishments and / or industrial facilities.
Document	Any recorded information regardless of its physical form or characteristics, e.g. written or printed matter, (letter, drawings, plan), computer storage media (fixed disc, diskettes, chip, magnetic tape, CD), photographs and video recordings, optical or electronically signal / message and reproductions of them.

Financial Commitment	The amount of financial resources that each Participating State shall make available to OCCAR-EA in order that OCCAR-EA is able to fulfil its financial obligations under this Programme Decision.
Foreground Information	Information which is generated in the performance of an OCCAR Programme.
Government Furnished Information (GFI), Facilities (GFF), Services (GFS) and Equipment (GFE)	See definition of GFX below
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 Objective(s) (HLO(s))	The objective(s) set in a Programme Decision, in terms of cost, time, and/or performance (including quality) of part 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 Phase	The phase during which a defence system is in use, supported and maintained in order to fulfill operational requirements.
In-Service Support (ISS)	The support required for a defence system to fulfill operational requirements during the In Service Phase.
Intellectual Property Rights (IPRs)	Any kind of right exercisable in intellectual property including the right to own, copy, exploit, use and have used (whether for research, development, manufacture or otherwise), have access to, modify, or disclose, intellectual property either in whole or in part.

Life-Cycle Cost	<p>Consists of all direct costs plus indirect-variable costs associated with the procurement, O&S and disposal of the system. Indirect costs may include linked costs such as additional common support equipment, additional administrative personnel and non-linked costs such as new recruiters to recruit additional personnel.</p> <p>All indirect costs related to activities or resources that are not affected by the introduction of the system are not part of LCC.</p>
Material	Any item or substance from which information can be derived. This includes Documents, as defined above, equipment or weapons. Small-sized Material in principal means computer storage media and portable electronically components.
National Security Authority (NSA)	Government authority having overall responsibility for the security of Classified Information..
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 Executive Administration (OCCAR-EA)	Standing executive body of OCCAR responsible for the day-to-day management in accordance with the OCCAR Rules and the decisions adopted by the Board of Supervisors (BoS). The Executive Administration is headed by the OCCAR-EA Director and comprises the Central Office and all Programme Divisions.
OCCAR Management Procedure(s)	Procedures adopted by the BoS and defining rules and policies for the management of OCCAR activities.
OCCAR Rules	<p>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.</p> <p>All OCCAR Rules applicable for the Programme will be accessible for the Non-Member Participating State(s).</p>
OCCAR-managed Programme	A Programme assigned to OCCAR for management from the signature of the first Programme Decision by the Programme Board.
Operational Budget	The budget enabling OCCAR-EA to fulfil the requirement of this Programme Decision. This does not include the Administrative Budget.
Operational Maximum Financial Commitment (OMFC)	The amount of financial resources that the Signatories agree to commit to as a maximum, for the undertaking of the activities covered under this Programme Decision, to be financed from within the Operational 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 broadly set out 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.
Programme Contract	Any contract or equivalent arrangement placed under this Programme Decision.
Programme Contractor	Any legal entity working under a Programme Contract.
Programme Decision (ProgD)	<p>A legally binding decision approved and signed by the representatives of the Programme Board of the Programme Participating States involved in the activities covered by this Programme Decision. It sets out all the commitments of these Participating States and defines inter alia the scope, High Level Objectives, organisation and management of the Programme Stage.</p> <p>A Programme Decision may cover the whole or part of an OCCAR-managed Programme. Each Programme Decision is associated with a unique Programme Stage.</p> <p>Annex OMP 2-B provides the mandatory templates of a Programme Decision</p>
Programme Information	Any Information, including Foreground and Background information used within this Programme Decision.
Programme Manager (PM)	Head of the Programme Division or the Programme Management Cell, responsible to the OCCAR-EA Director for meeting the requirements of the Programme Stage(s) including the High Level Objectives.
Programme Participating State or Participating State (PS)	A State (Member or Non-Member of OCCAR) which participates in an OCCAR Programme as broadly set out 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.

<p>Programme Security Instruction (PSI)</p>	<p>The document produced by OCCAR-EA in coordination with and approval of the Programme Participating States' NSAs/DSAs and other competent national authorities where appropriate. The PSI shall describe the compulsory security provisions required for the performance of an OCCAR-managed Programme (or during its integration into OCCAR), including details of classification, marking, handling, processing, safeguarding, releasing and transmission of Programme related Classified Information or Material. The PSI shall include the Security Classification Guide(s) and may also include a transportation plan etc. The provisions of a PSI supplement the OCCAR Security Regulations and/or national security laws and regulations.</p>
<p>Security Classification Guide (SCG)</p>	<p>The document produced by OCCAR-EA in coordination with and approval of the Programme Participating States' competent national authorities and issued to the Programme Participants as part of to the Programme Security Instruction. The SCG shall determine the classified aspects of the Programme and the specific security classifications to be allocated to them.</p>
<p>Signatory(ies)</p>	<p>The State(s) whose representative(s) has(have) signed this Programme Decision.</p>
<p>Specific Tools & Special Equipment</p>	<p>The jigs, tools, patterns, moulds, dies, manufacturing gauges and test equipment including software development tools and licences, together with any associated fixtures, fittings and software, which are manufactured or procured exclusively to enable work to be carried out in the framework of the Programme and which are 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.</p>
<p>Stage / Programme Stage</p>	<p>Part of a programme management of which has been assigned to OCCAR-EA through the signature of a specific Programme Decision. A Programme Stage can cover one or more Defence System Life Cycle Phase or can cover only a part of a Defence System Life Cycle Phase.</p>
<p>Third Party</p>	<p>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.</p>

("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 (ProgD) 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, the related [Implementing / Technical / Programme] Arrangement and shall follow all relevant OCCAR Rules.

Note 1: the paragraph above shall be replaced by the following in case that the Programme is not covered by an MoU (e.g. when the ProgD relates to a National Programme assigned to OCCAR for management by a Member State in accordance with Article 8 b) of the OCCAR Convention):

The aim of this Programme Decision (ProgD) is to set out the detailed arrangements for the management of the [Name] Programme by OCCAR, which shall follow all relevant OCCAR Rules.

Note 2: the paragraph below shall be inserted in case that the scope of the ProgD relates to the continuation of a previously existing ProgD:

The activities covered by this ProgD are a continuation of those performed under the [Name] ProgD of the [Name] Programme Board which entered into force on [Date].

3.2 Scope [and off-take]

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

- ...
- ...

Note: 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.

3.3 Commitment of the Signatory(ies)

The Signatory(ies) shall commit to this ProgD from the date of its signature as detailed in Section 10 below.

Note: specific arrangements for the commitment of the Signatories to the ProgD may be inserted here, as appropriate, provided that they are consistent with the OCCAR Rules.

3.4 Transitional Activities

The Signatory(ies) may require OCCAR to undertake preparation activities for any proposed follow-on Programme Decision which, subject to approval by the Representative of the Signatory(ies) to the [Name] PB, is intended to cover subsequent activities or the closure of the work under this ProgD.

4. **Programme High Level Objectives**

The HLOs concerning this Programme Decision are as follows:

Note: 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 Signatories 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

Note: 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.

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) activities, the formulation of the performance HLOs may be based upon the OCCAR-EA ISS Guide.]

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 (where all Programme Participating States are involved):

[Name] PB

Option 2 (where not all Programme Participating States are involved):

Representative(s) to the [Name] PB of the Signatory(ies)

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.

Optional paragraph:

[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 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 (where the Stage is to be managed by a new Programme Division to be set up):

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 (where the Stage is to be managed by an existing Programme Division):

the representative(s) of the Signatory(ies) 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 representative(s) of the Signatory(ies) to the [Name] Programme Committee (PC).

Option 3: (where the Stage is to be managed by a PMC)

the Programme shall be managed by OCCAR-EA Central Office (CO) 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).

Note: The following paragraph 5.2 may be inserted for In-Service Support as appropriate:

5.2 Organisation for In-Service Support

5.2.1 Joint Configuration Management Working Group

In accordance with OMP 1, a joint Configuration Management (CM) Working Group (WG) shall be established by the PM to analyse changes to the Configuration of the Defence System. The CM WG will assess the impacts on cost, time and performance of the changes for decisions to be taken at PC level.

The [Name] PC may convene in a specific formation for Configuration Management purposes. Each Signatory may change its representative to the PC for the agenda item(s) to be considered in this CM formation.

The sharing keys to be applied to the development of specific modifications or studies shall be

Option 1:

as follows:

Signatory	Sharing Key
[Name of State] Republic	[Figure] %
[Name of State] Republic	[Figure] %
...	
[Name of State] Kingdom	[Figure] %
Total	100 %

Option 2:

agreed on a case by case basis at PC level.

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

5.3 Liaison Officers

Under the terms of OMP 8, the Signatory(ies) 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 Signatory(ies), 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 Signatories.

5.4 Decision Making Process

5.4.1 General

Note 1: 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 Specific Tools & Special Equipment 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 Programme Management Plan (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 to the decision that has been taken.

The representative of each Signatory shall have one vote.

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],
- ◆ 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] in opposition.

Note 2: the first percentage may be around 3 % and the second around 15 %

[Note 3: In order to streamline the process of the Programme Operational Budget approval, the Signatories are encouraged to delegate such authority to the PC, in accordance with the provisions in OMP 10, in which case, the following paragraph shall be added :

Programme Operational Budget Approval Delegation

The authority to approve the [Name] Programme Operational Budget delegated by the BoS to the existing and future PBs in OMP 1 is further delegated to the PC through the signature of this Programme Decision, in accordance with the provisions in the OCCAR Financial Procedures at OMP 10.]

[Note 4: the following paragraph 5.4.2 shall be inserted for In-Service Support and for cases where the ProgD contains Non-Common Elements:

5.4.2 Specific Provisions for Common and Non-Common Elements:

5.4.2.1 Common Elements:

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

5.4.2.2 Non-Common Elements:

For Non-Common Elements, decisions shall be taken by the Concerned Signatory(ies) only, where necessary in closed sessions, 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 the affected Signatories unanimously.

5.4.2.3 National Activities (Non-Common Element for the benefit of only one Signatory):

If any 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 own activities.)

Optional paragraph: The PB representatives may designate specific national representatives for the signature of the update to its national financial values; any such designation has to be notified in writing to the OCCAR-EA Director with copy to the PB representatives of the other Signatories before it becomes effective.]

5.5 Relationship with the [Name] Programme

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

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.

5.6 [Specific provisions for Qualification, Certification and Operational Acceptance Processes.

Note: provisions concerning the organisation and the respective responsibilities of OCCAR and the Signatories for the qualification, certification and operational acceptance processes are to be inserted where necessary.]

6. OCCAR-EA Reporting System

OCCAR-EA shall provide the Signatory(ies) 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 OMP 3.

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).

[*Optional paragraphs:*

OCCAR-EA shall ensure that Programme Contracts awarded under this ProgD require the Programme Contractor(s) not to assign, transfer, waive or dispose of any of its rights and obligations under such Contract(s) without the prior written approval of the Concerned Signatories.

OCCAR-EA shall in all Programme Contracts it places on behalf of the Concerned Signatories under this ProgD, acquire the Intellectual Property Rights set out in Section 13 of this ProgD for the benefit of those Concerned Signatories.]

7.2 Approval Level

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

Option 1: these shall be defined as major when they fulfil the following criteria:

Note: 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 relate to the provision of expertise which cannot be provided by means of suitable experts provided by the Signatories.*
- *They are of a value 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;*

- *The cumulative sum of all the Programme Contracts and amendments thereto placed by OCCAR-EA in an OCCAR financial year exceeds [Insert Figure] million Euro;*
- *They have an impact on cost, performance or schedule that prevents the achievement of any of the established HLOs.*

At any time after the award of the first Programme Contract placed under this ProgD the PC may review these criteria and may agree to modify them.

Option 2: (Where criteria for the definition of major Programme Contracts and amendments thereto could not be agreed during the Programme Decision negotiation): 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 defined as major, shall be considered as being minor. Any ambiguity concerning this matter shall be referred to the Representatives of the Concerned Signatories 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 OMP6-B.

Option 1 (where the services will be provided at no additional cost):

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 at least one of the Signatories intends to charge for the provision of the services):

Note: 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] EC
[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 Calls for Funds (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

Option 1 (where the ProgD contains financial commitments for its whole duration from the outset):

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 ceilings detailed in paragraphs 10.1 and 2 below.

Option 2 (where the ProgD for ISS activities contains financial commitments for a definite period only, which is shorter than its whole duration):

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 in respect of the:

- administrative costs for the period [period];
- Common and Non-Common Elements for the period [period],

with the following ceilings detailed in paragraphs 10.1 and 2 below.

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 € [for the period [period]]. At [Month/Year] <i>Economic Conditions (EC)</i>	Share (%)
[Name of State] Republic		
[Name of State] Republic		
...		
[Name of State] Kingdom		
Total		100 %

Option 1 (where the AMFC is expressed at the economic conditions of a given date):

Note: 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. The following paragraph is an example that may be inserted for that purpose:

The ceilings above exclude any costs related to variation of price in accordance with the provisions of the Programme Contract(s) and Value Added Tax (VAT), customs duties and similar charges which, where appropriate, the Signatories shall pay in addition. The adjustment of remuneration of the staff of the co-ordinated organisations should be used as an index to update, for comparison purposes, the payments to the same economic conditions as the AMFC.

Option 2 (where the AMFC is expressed on an outturn basis):

Note: the AMFC could also be expressed on an outturn basis instead of being expressed at economic conditions of a given date, in which case, the following paragraph shall be inserted:

The ceilings above exclude any costs related to Value Added Tax (VAT), customs duties and similar charges which, where appropriate, the Signatories shall pay in addition.

Note 1: 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 to be 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: in application of the OCCAR Through Life Management Initiative and to keep consistency with paragraph 3.4 above, the financial implications related to residual/closure activities and transitional activities should be considered in this paragraph. To that end, the following paragraph should be inserted here:

The figures in the table at paragraph 10.1.1 above include the financial implications related to the performance by OCCAR-EA of transitional activities, as required by the Signatories in accordance with paragraph 3.4 above.

10.1.2 Yearly Profiles

Annex [Reference] provides a cost profile per year and per Signatory. This cost profile is an estimate and may be subject to change(s) by the Signatories during the annual budget planning process. Such change(s) shall be implemented through the approval of the corresponding annual Administrative Budget without this requiring an amendment of this Programme Decision.

Although the profile per year may change, the total cost estimate shall not exceed the total agreed AMFC as defined in the table above.

10.1.3 Currency

The Calls For Funds (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 OMP 10 (Management of Funds).

10.1.4 [Contribution for the support from OCCAR-EA Central Office

Note 1: where the ProgD only involves Member States this paragraph should be omitted from the Programme Decision.

[Name of the Non-Member Signatory] shall pay, in addition to the payments mentioned in paragraph 10.1.1 and 10.1.3, an annual contribution for the support from OCCAR-EA Central Office (CO). This contribution shall be calculated in accordance with OMP10. The reference yearly value in Euro per Non-Member Signatory is as follows:

Non-Member Signatory	[Year]	[Year]	[Year]	[Year]	...	[Year]	Total
[Name of State] Republic							
[Name of State] Republic							
...							
[Name of State] Kingdom							
Total							

Note 2: It could be possible to include the total CO contribution from Non-Member States 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: GQA 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] EC
[Name of State] Republic	

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

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

Note 2: any phase-related funding shall be detailed as required.

Note 3: whenever a ProgD contains activities not to be performed by all the Signatories, and in particular 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 4: the financial implications related to residual/closure activities and transitional activities, if any, should be considered in this paragraph as an option.

Note 5: if the duration of the Programme Decision is long or the amount significant, 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 to be confirmed later. The process of confirmation has to be detailed in the Programme Decision. Optional packages may concern all the Signatories or not.

Note 6: in the event that for ISS activities the Signatories wish to have a long lasting ProgD in which funding is covered for an initial period of time only (e.g. 5 years), it is recommended that a rolling frame mechanism is applied. In this case, Annexes should be used to specify the Signatories' respective AMFC and OMFC. When this option is selected, it shall be ensured that the amount of the AMFC is sufficient to cover for any extension that is made to the duration of the OMFC; if an increase to the AMFC is required it shall be implemented at the same time of the extension of the OMFC. The following text is suggested to be inserted:

[The figures at Annex [Reference] are initial funding and it is anticipated that they will be sufficient for the first [number of years] years. The maximum financial commitment for any extended period shall be settled as follows:

These figures shall be reviewed no later than the end of the first year of the initial period and the Signatories shall agree on their maximum financial commitment for the year just following the end of the period. The same procedure shall apply for each following year in order to maintain a [number of years] years rolling period of the maximum financial commitment. Subject to the completion of the national staffing, each Signatory shall issue an update of their respective Annex signed by the respective PB Member. Such update of Annexes will not require an amendment to this Programme Decision.

The PB representatives may delegate to their corresponding PC representatives the signature of the update to their respective Annex; any such designation

has to be notified in writing to the OCCAR-EA Director with copy to the PB representatives of the other Signatories before it becomes effective.]

10.2.2 Payments

Within the overall financial commitment agreed for the period covered by the ProgD 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						

Note 1: year n is the last year of the Programme

Note 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.*

Note 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 clause at paragraph 5.4.3][, or as explained in 10.2.1 above in the event that a rolling frame mechanism is used].

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 OMP 10 (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:

Signatory	Sharing Key
[Name of State] Republic	[Figure] %
[Name of State] Republic	[Figure] %
...	
[Name of State] Kingdom	[Figure] %
Total	100 %

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) Signatory(ies) which generate(s) them.]

10.3 Alignment of different economic conditions.

In the event that operational contracts placed under this Programme Decision are expressed in economic conditions different from those of the OMFC, the factor to be used to align these commitments to the same economic conditions shall be equal to the Variation of Price (VoP) index(es) of the contract(s).

10.4 Budgets and Forecasts

OCCAR-EA shall be requested to establish budgets and forecasts to manage the activities in accordance with OMP 10. The Signatories shall meet their financial commitments to the activities as defined in this ProgD. Any Signatory which fails to do so shall alone bear the consequences, if any, including additional costs.

10.5 Accounting closure of the Programme Decision.

In accordance with OMP 10, no later than [Months] months in advance of the expiration or termination of the ProgD a forecasted closing accounting situation shall be issued to the PC, showing the expected margin against the AMFC and the OMFC. Following termination or expiration of the ProgD a final closing accounting statement shall be submitted the PC for approval.

10.6 Specific financial arrangements

Note: if there are any specific financial arrangements, they are to be defined here. They must be in accordance with OMP 10.

10.7 [Overall Financial Commitment]

Note 1: 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 (OFC) at economic conditions month/year (including both the administrative and operational commitments) for each Signatory for the period covered by this ProgD shall be as shown in the table below.

Signatory	OFC in € at [Month/Year] EC
[Name of State] Republic	
[Name of State] Republic	
...	
[Name of State] Kingdom	
<i>Total</i>	

Note 2: the OFC 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 and to Intellectual Property Rights.

Option 2 (in all other cases):

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, Airworthiness and other Specific Requirements

14.1 Government Quality Assurance

Government Quality Assurance (GQA) and Programme Qualification Management shall be carried out in accordance with the provisions of OMP 7 and OMP 14 respectively.

Option 1:

GQA services in relation to the Programme in accordance with this ProgD 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 ProgD, it shall, prior to the signature of the ProgD, advise on the ceiling amount of these services for the duration of the ProgD, 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] EC
[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 GQA 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]

Note 1: where it is not an aeronautical Programme this paragraph shall be omitted from the Programme Decision.

Note 2: for aeronautical Programmes specific procedures have to be considered under this paragraph; the following paragraphs can be used as agreed by the Signatories:

14.2.1 Airworthiness Preservation Activities

Airworthiness preservation activities shall be carried out in accordance with the provisions of OMP 13.

14.2.2 Common Organisation for Post Type Acceptance Activities

A Certification and Qualification Committee (CQC) as defined in Annex OMP 13-B "Certification and Qualification Organisation" shall be maintained and supported to undertake post Type Acceptance activities. The Signatories shall provide competent manpower, as necessary, to support the activities of the CQC.].

14.3 [Specific Requirements for Environmental Preservation

Note: Specific requirements aiming at the preservation of the environment beyond the application of REACH will be inserted here where it is judged necessary, as in the case that radioactive or radio nucleoid material can be used in the management of the Programme Contract(s).]

15. Levies

Note: the text "Noting the provisions of the [Name of Programme] MoU,]" at the beginning of the following paragraph shall be omitted in case that the Programme is not covered by an MoU (e.g. when the ProgD relates to a national Programme assigned to OCCAR for management by a Member State in accordance with Article 8 b) of the OCCAR Convention).

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. Specific Tools & Special Equipment

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

Note: Where there is no Specific Tools & Special Equipment 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, OMP 11 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 OMP 11 and OMP 12.

For visits, the provisions are stipulated in OMP 11.

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 ProgD, the decisions of the Representatives to the PC of the Concerned Signatories 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 Representatives to the PC of the Concerned Signatories 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 ProgD(s), the decisions of the Representatives to the PC of the Concerned Signatories 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 Representatives to the PC of the Concerned Signatories 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.

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

¹ Hereinafter referred collectively to as GFX

19. Changes of 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 ProgD 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.

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 ProgD, 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 ProgD.

If an increase of a Signatory's off-take as defined in this ProgD 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 ProgD 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 ProgD.

The withdrawing Signatory shall take all the necessary actions within its control to ensure that the activities concerned can be continued by the remaining Concerned Signatories.

Information and rights pertaining to the contribution of the withdrawing Signatory received by the withdrawing Signatory under this ProgD prior to the effective date of withdrawal shall be retained by the withdrawing Signatory subsequent to withdrawal. Information and rights pertaining to the contribution of the

withdrawing Signatory received by the other Signatories from a withdrawing Signatory under this ProgD shall be retained by them subsequent to withdrawal.

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 OMP 4. However, in application of the exchange of letters 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 OMP 4.

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 OMP 3.

Note: in case of involvement of EDA as observer, the following has to be added:

EDA will be involved in this Programme under the cover of the Administrative Arrangement between OCCAR and EDA; details will be defined in the dedicated

Implementing Arrangement (EDA/OCCAR) taken in application of the Administrative Arrangement.

A representative of 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: [*activities where EDA is authorized to use the Information*].

EDA is expected to inform the Representatives to the [PB and to the] PC of the Concerned Signatories 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 Signatory to this Programme Decision shall require an amendment to this Programme Decision and, if required, to the PMA in accordance with the provisions of OMP 2.

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 [*(where not all Programme Participating States are involved)* the representatives to the [Name] PB of the Signatories]. 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 5.4.2.3 and 10.2.2 are applicable.

[By exception, sections [List of affected sections] and/or annexes [List of affected annexes] may be amended at any time by the sole consent and signature of the representative(s) to the [Name] PB of the [List of Signatories], 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 its Annexes I and 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.

Note 1: 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 2: 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 should 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 representative of the [Name] Participating State to the [Name of Programme] PB

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

[Place, date]

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

[Signature]
First Name, Last name
Title

[Place, date]

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

[Signature]
First Name, Last name
Title

[Place, date]



Annex OMP 2-C

Approved Letter of Offer / Letter of Acceptance Model Text

C.1 Purpose

The purpose of this Annex is to provide a Model Text for the “Letter of Offer – Letter of Acceptance” (LoO/LoA) .

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 LoO/LoA Model Text (i.e. plain black text) has been approved by the OCCAR BoS. It 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 the BoS.

In respect of the privileges and immunities provisions and the arbitration clause described in Annexes I and II of the OCCAR Convention, the LoO/LoA Model Text offers two options, identified as Options 1 and 2, one of which shall be selected by the prospective Non-Member State. Where a precise wording is to be or can be inserted this is shown in square brackets.

The text in *italics* provides guidance regarding optional text. 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 or a Technical Arrangement (TA) signed at the time of the signature of these LoO/LoA, the reference to the MoU / TA in the preamble should be maintained; if not, they should be deleted.

When the prospective non-Member PS opts for the agreement of a Global LoO/LoA, the text from paragraph 5 onwards shall be replaced by new paragraphs specific to the case as shown in the LoO/LOA Model Text at Annex.

C.4 Approved LoO/LoA Model text

Annex OMP 2-C LoO-LoA Model Text.docx

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 2). 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. 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 usage and will be accessible to your representatives.

Paragraph 3 provides for two options (with Option 1 being the preferred option):

Option 1:

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

Option 2 :

3. Regarding the application of the OCCAR Convention, 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. During the period until the full application of the aforementioned provisions for arbitration and the procedure to grant the privileges and immunities is finally confirmed, the following conditions shall apply with the full acknowledgment of [Name of State]:

- Programme Division (PD) not located in the [Name of State];
- No meeting in the [Name of State];
- No Prime Contractor in the [Name of State];
- No national of the [Name of State] recruited as OCCAR staff member.

4. [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.
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.
6. This agreement shall enter into force on the date of receipt of your Letter of Acceptance by the BoS Chairman. The entry into force of this agreement shall endorse all the decisions made by the national or institutional representative for the [Name] Programme of the [Name of State] as decisions of the [Name of State] representative to the PC or PB as appropriate.

When a Global LoO/LoA is selected, paragraphs 5 and 6 above shall be replaced by the following paragraphs 5 to 7:

5. The above provisions shall apply to any potential future phases of the [Name] Programme and also to any potential future other Programme(s) to be managed by OCCAR in which your State may decide to participate.
6. 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 by OCCAR of the [Name] Programme and all future Programmes to which your State will participate.
7. This agreement shall enter into force on the date of receipt of your Letter of Acceptance by the BoS Chairperson. The entry into force of this agreement shall endorse all the decisions made by the national or institutional representative for the [Name] Programme of the [Name of State] as decisions of the of the [Name of State] representative to the PC or PB as appropriate. For each individual future Programme to which [Name of State] will participate in accordance with the terms of the signed Global LoA, the above endorsement shall occur with the signature of the corresponding letter by [Name of State] confirming such participation.

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 2). 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. 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 usage and will be accessible to your representatives.

Paragraph 3 provides for two options (with Option 1 being the preferred option):

Option 1:

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

Option 2 :

3. Regarding the application of the OCCAR Convention, 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. During the period until the full application of the aforementioned provisions for arbitration and the procedure to grant the privileges and immunities is finally confirmed, the following conditions shall apply with the full acknowledgment of [Name of State]:

- Programme Division (PD) not located in the [Name of State];
- No meeting in the [Name of State];
- No Prime Contractor in the [Name of State];

- No national of the [Name of State] recruited as OCCAR staff member.
4. [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.
 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.
 6. This agreement shall enter into force on the date of receipt of your Letter of Acceptance by the BoS Chairman. The entry into force of this agreement shall endorse all the decisions made by the national or institutional representative for the [Name] Programme of the [Name of State] as decisions of the [Name of State] representative to the PC or PB as appropriate.

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 by OCCAR of the [Name] Programme.

Yours sincerely,

When a Global Letter of Acceptance is selected, the text from paragraph 5 above onwards shall be replaced by the following:

5. The above provisions shall apply to any potential future phases of the [Name] Programme and also to any potential future other Programme(s) to be managed by OCCAR in which your State may decide to participate.
6. 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 by OCCAR of the [Name] Programme and all future Programmes to which your State will participate.
7. This agreement shall enter into force on the date of receipt of your Letter of Acceptance by the BoS Chairperson. The entry into force of this agreement shall endorse all the decisions made by the national or institutional representative for the [Name] Programme of the [Name of State] as decisions of the [Name of State] representative to the PC or PB as appropriate. For each individual future Programme to which [Name of State] will participate in accordance with the terms of the signed Global Letter of Acceptance, the above endorsement shall occur with the signature of the corresponding letter by [Name of State] confirming such participation.

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 by OCCAR of the [Name] Programme and all future Programmes to which [Name of State] will confirm participation in accordance with the terms of the signed Global Letter of Acceptance.

Yours sincerely,



Annex OMP 2-D

Role of OCCAR-EA in integrating a Programme into OCCAR

- 1 OCCAR-EA leads the preparation of the PMA, the LoO/LOA where applicable, the ProgD, and supports the prospective PSs in drafting the MoU.
- 2 The role of OCCAR-EA is to prepare the PMA in accordance with Annex OMP 2-A. Following approval of the PMA by the BoS, OCCAR-EA shall undertake, in cooperation with the prospective PSs, all necessary work to allow the approval of the initial ProgD ensuring that the programme, once integrated, is managed in the most efficient and effective manner in accordance with the founding principles of OCCAR and the OMPs. This work may include the support of the MoU preparation, the establishment of the initial ProgD and the parallel integration activities.
- 3 During discussions with the prospective PSs to integrate a programme, OCCAR-EA should provide advice to minimise repetition and avoid contradictions between the MoU and the ProgD. Inside OCCAR-EA, representatives from CO take the lead in negotiating the ProgD with assistance being provided from other specialists from within OCCAR-EA, both CO and the respective PD if follow-on activities included in any earlier ProgD. The involvement of CO and PD resources and/or DNEs is described in Annex OMP 1-C.
- 4 The OCCAR-EA team will have, inter alia, the following roles:
 - a) Providing a secretariat function including co-ordinating meetings.
 - b) 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.
 - c) Facilitating the MoU drafting
 - d) Providing advice whether provisions of the MoU are consistent with the OCCAR management structure [see OMP 1] and principles.
 - e) Proposing a preliminary draft of ProgD consistent with the MoU and in accordance with OMP 2.
 - f) Reviewing the text of an LoO/LoA with each prospective Non-Member 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.
 - g) Leading the negotiation of the ProgD with the prospective PSs.

- h) Checking compliance of the ProgD with the OCCAR Rules and ensuring consistency with any existing ProgD(s) for the same Programme.
 - i) Co-ordinating the draft ProgD within OCCAR-EA during the negotiation process.
 - j) Making regular progress reports on the MoU and ProgD to the Director.
 - k) Reporting specific problems which are identified during the negotiations, which will affect the OCCAR-EA management of the programme, for the Director to draw the national representatives' attention to these and proposing solutions for the matters of concern for their decision.
 - l) Identifying the additional resources (others than financial) required from the prospective PSs if any, and the way to fund the associated administrative costs.
 - m) Defining the detailed management structure for the Programme / Programme Stage to be issued to the PC for approval.
 - n) Preparing the draft Vacancy Notice documentation and recruitment plan as appropriate.
 - o) Making a final report to the Director on the final ProgD draft, high-lighting any restrictions on management and deviations from the OCCAR Rules.
 - p) Managing the signature process of the ProgD and distribution of copies following its signature.
- 5 In addition to the above and subject to prior approval of all the prospective PSs (including Non-Member States), OCCAR-EA will also perform parallel integration activities after signature of the PMA in accordance with paragraph 7.2.1 of OMP 2. The scope of such activities will include but will not be limited to the following:
- 1) Preliminary calculations on financial resources requirements and preparation of the budgets;
 - 2) Timely initiation of the recruitment process of the Programme Manager and the rest of the required OCCAR Staff Members for the management of the Programme / Programme Stage as required, following PC approval of the recruitment plan;
 - 3) Support the harmonisation of the definition of Requirements among the prospective PSs as appropriate, including Risk reduction activities;
 - 4) Drafting of a Procurement Strategy for the Programme or Programme Stage as appropriate and a draft Programme Management Plan with particular emphasis on risk identification and management;
 - 5) Commencement of tender activities within the limits established in paragraph A2 of Annex OMP5-A and setting up the Tender Assessment Panel (TAP);
 - 6) Any other activity as agreed by the prospective PS and approved by the BoS on the basis of the recommendation by the Director that it is achievable within the allocated resources, without negatively impacting overall OCCAR-EA performance.



Annex OMP 2-E

Acronyms, Definitions and Explanations

List of acronyms/definitions/explanations

AA	Administrative Arrangement
BoS	Board of Supervisors
CO	Central Office [of OCCAR-EA]
DNEs	Detached National Experts
EA	Executive Administration
EDA	European Defence Agency
EU	European Union
EWG	Expert Working Group
HLO(s)	High Level Objective(s)
ITT	Invitation to Tender
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
OCCAR-EA	The OCCAR Executive Administration
OMP	OCCAR Management Procedure
PB	Programme Board
PC	Programme Committee
PD	Programme Division
PFPS	Potential Future Participating State
PIT	Programme Integration Team
PMA	Programme Management Authorisation
PMC	Programme Management Cell
PMSD	The Programme Management Support Division in OCCAR-EA
PPS	Prospective Participating State
ProgD	Programme Decision
PS(s)	Participating State(s)
RFI	Request for Information
TDP	Technology Demonstrator Programme

List of definitions/explanations

Classified Information	<p>Classified Information means any information, Document or Material the unauthorised disclosure of which could cause prejudice to the interests of OCCAR, its Member States or any other State participating in an OCCAR Programme, whether such information originates within OCCAR or is received from its Member States or from States participating in an OCCAR Programme and which has been so designated and marked with a security classification.</p> <p>Classified Information may include information provided by any other state or International Organisation for purposes of the Programme.</p>
Concerned Participating States	Those Participating States involved in a specific matter or activity.
Concerned Signatories	Those signatories involved in a specific matter or activity.
Defence System	The result of the design, development and procurement of a Programme for defence, including all elements to use, support and dispose of it. This also may include services.
Defence System Life Cycle	The complete set of phases for a Defence System comprising of Preparation, Design, Development, Production, In-Service and Disposal.
Document	Any recorded information regardless of its physical form or characteristics, e.g. written or printed matter, (letter, drawings, plan), computer storage media (fixed disc, diskettes, chip, magnetic tape, CD), photographs and video recordings, optical or electronically signal / message and reproductions of them.
Global LoA	A LoA covering not only one specific Programme but also all future OCCAR-managed programmes to which the relevant Participating State may decide later to participate.
Material	Any item or substance from which information can be derived. This includes Documents, as defined above, equipment or weapons. Small-sized Material in principal means computer storage media and portable electronically components.
Member State	See "OCCAR Member State"
Memorandum of Understanding (MoU)	Arrangement between PSs 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-managed Programme	A Programme assigned to OCCAR for management from the signature of the first Programme Decision by the Programme Board.
OCCAR Member State (Also referred to as Member State)	A State which is party to the Convention on the establishment of OCCAR and to the OCCAR Security Agreement.

OCCAR Rules	<p>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.</p> <p>All OCCAR Rules applicable for the Programme will be accessible for the Non-Member Participating State(s).</p>
Participating State or Programme Participating State (PS)	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.
Potential Future Participating State (PFPS)	A State or an international organisation that is perceived as having the potential to express interest to participate or in a Programme in the process of integration into OCCAR at a later stage. A PFPS is not a PPS.
Programme	A group of related Projects managed in a coordinated way.
Programme Decision (ProgD)	<p>A legally binding decision approved and signed by the representatives of the Programme Board of the Programme Participating States involved in the activities covered by this Programme Decision. It sets out all the commitments of these Participating States and defines inter alia the scope, High Level Objectives, organisation and management of the Programme Stage.</p> <p>A Programme Decision may cover the whole or part of an OCCAR-managed Programme. Each Programme Decision is associated with a unique Programme Stage.</p> <p>Annex OMP 2-B provides the mandatory templates of a Programme Decision.</p>
Programme Integration Team (PIT)	Programme Integration Team (PIT) established to manage the integration activities for a new Programme. A PIT will also be established to manage integration activities for a new Stage to an existing Programme in the absence of a dedicated Programme Division (see OMP 1 for details).
Programme Management Authorisation (PMA)	<p>A decision taken by the Board of Supervisors to authorise the assignment of a Programme to OCCAR for management purposes.</p> <p>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.</p>
Programme Management Cell (PMC)	A multidisciplinary team established as a matrix organisation, staffed by OCCAR-EA Central Office (CO) for the management of smaller OCCAR-managed Programmes (see details in OMP 1).
Prospective Participating State (PPS)	A State or an international organisation that has declared its intention to participate in an existing OCCAR-managed Programme or in a Programme in the process of integration into OCCAR. This excludes PFPS.

Programme Stage (Also referred to as Stage)	Part of a programme management of which has been assigned to OCCAR-EA through the signature of a specific Programme Decision. A Programme Stage can cover one or more Defence System Life Cycle Phase or can cover only a part of a Defence System Life Cycle Phase.
Security Agreement	A set of legally binding provisions, signed at Government level, aimed at ensuring the protection of OCCAR Classified Information and the protection of classified information of the respective Non-OCCAR Member State or international organisation exchanged between OCCAR and the respective Non-OCCAR Member State. A Security Agreement may require ratification at Parliamentary level and enters into force after completion of the ratification process.
Security Arrangement	A set of binding provisions, signed at Ministerial level, covering the protection of OCCAR Classified Information and the protection of classified information of the respective Non-OCCAR Member State or international organisation exchanged between OCCAR and the respective Non-OCCAR Member State. It enters into force upon signature by the parties to the arrangement.
Signatories	The States whose representatives have signed a Programme Decision.
Stage	See "Programme Stage"
Technology Demonstrator Programme (TDP)	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).

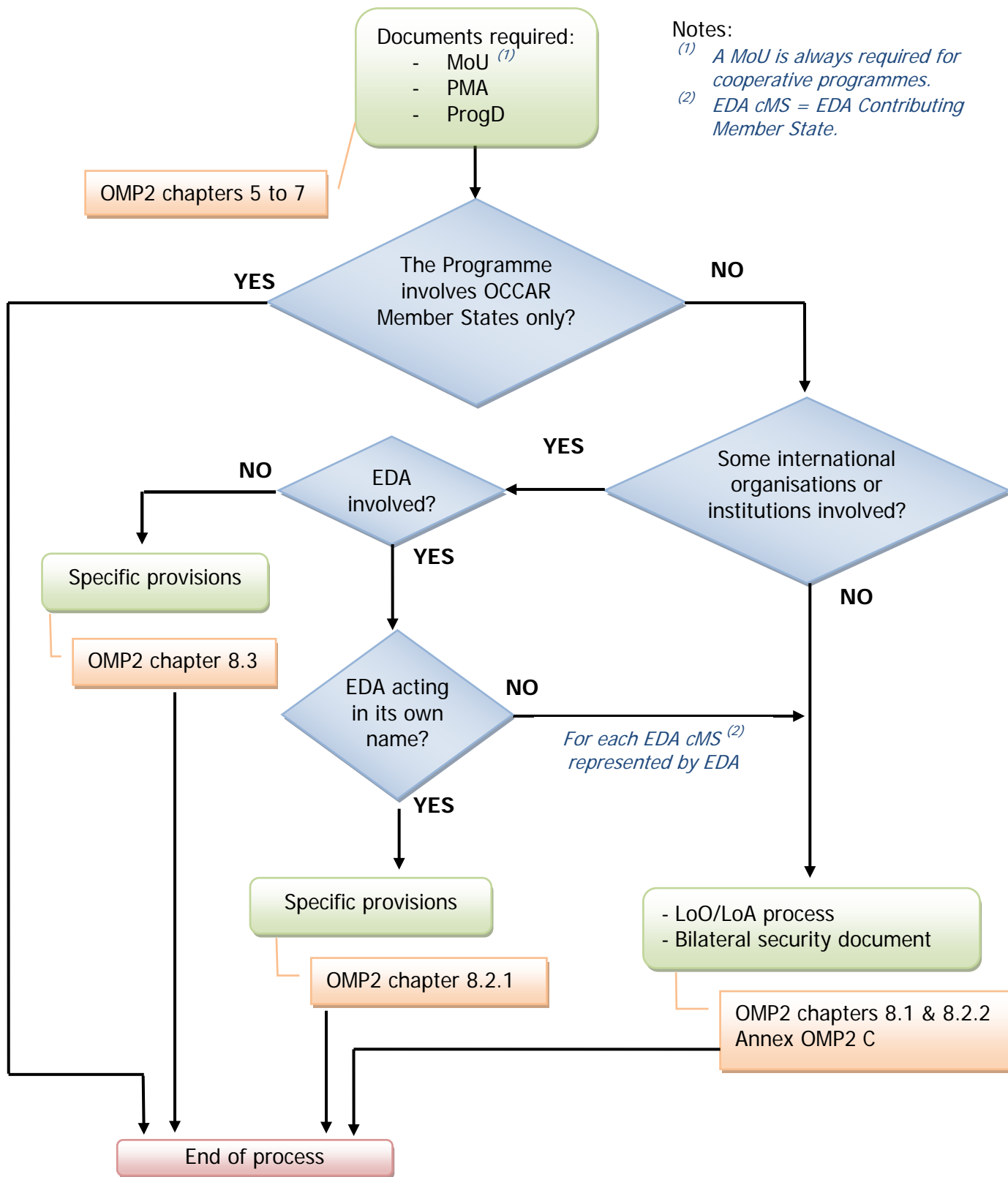


Annex OMP 2-F

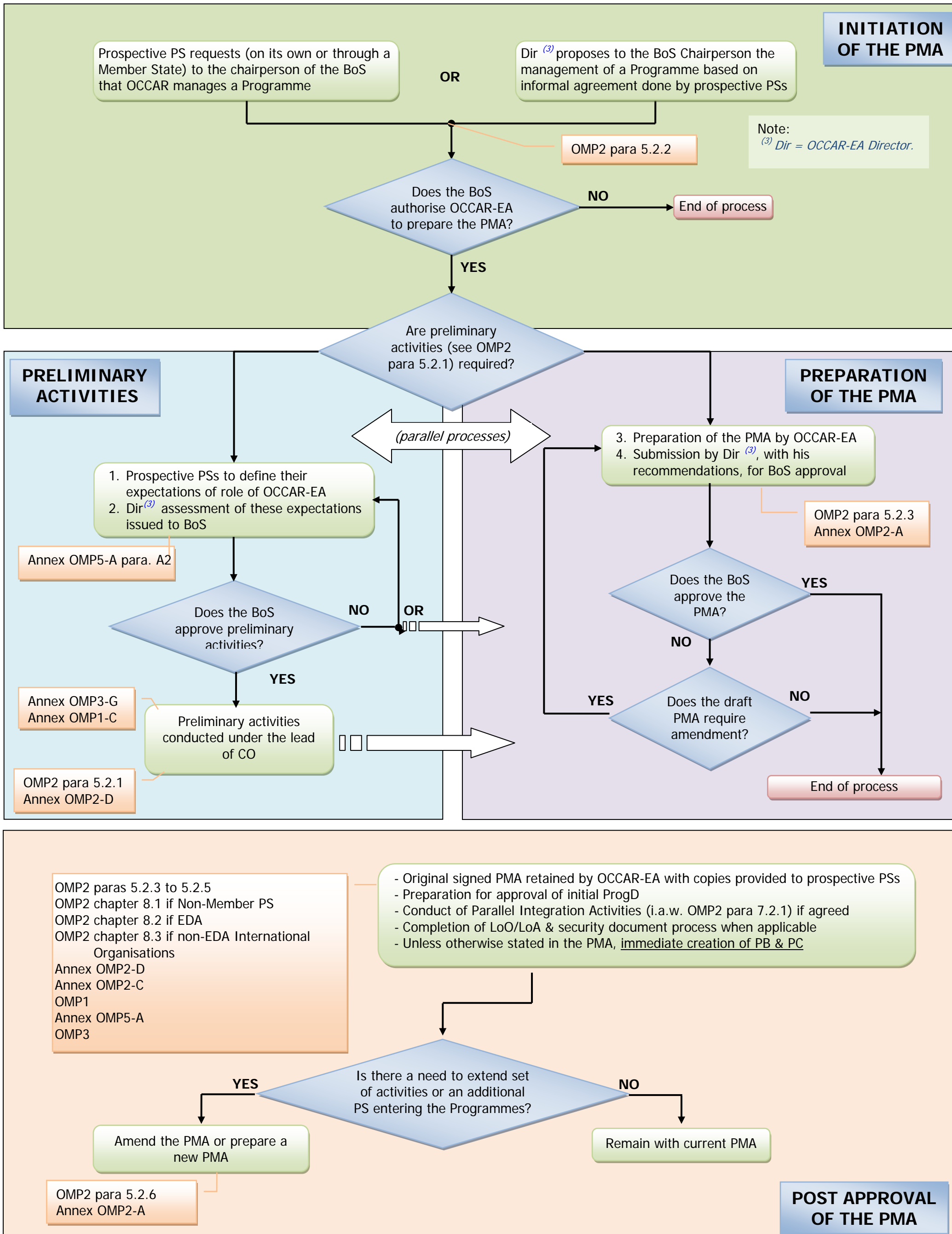
Flow Charts describing the integration of a Programme into OCCAR

1. **General Overview.**

Documents required for Programme Integration & related references



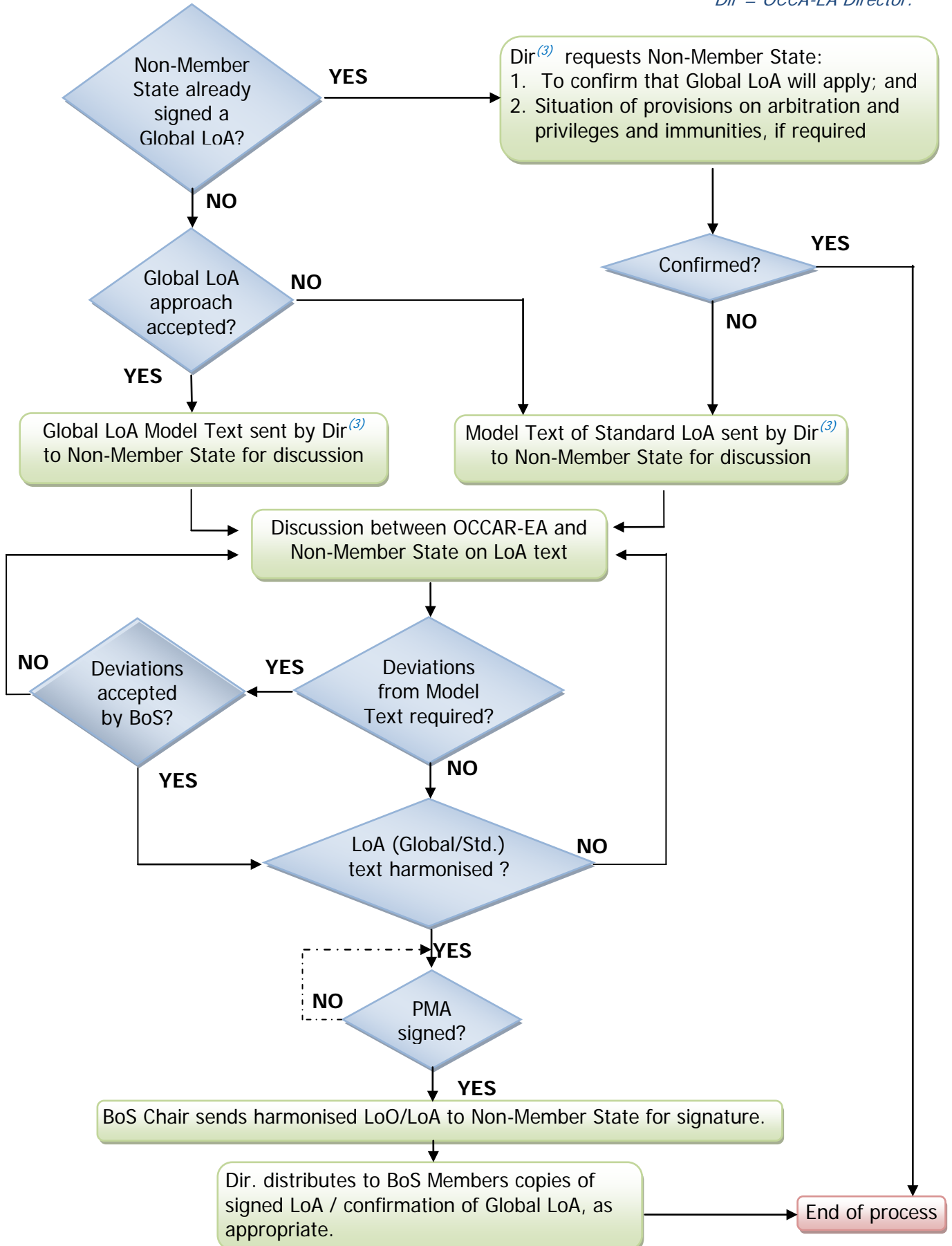
2. Programme Management Authorisation (PMA) Process



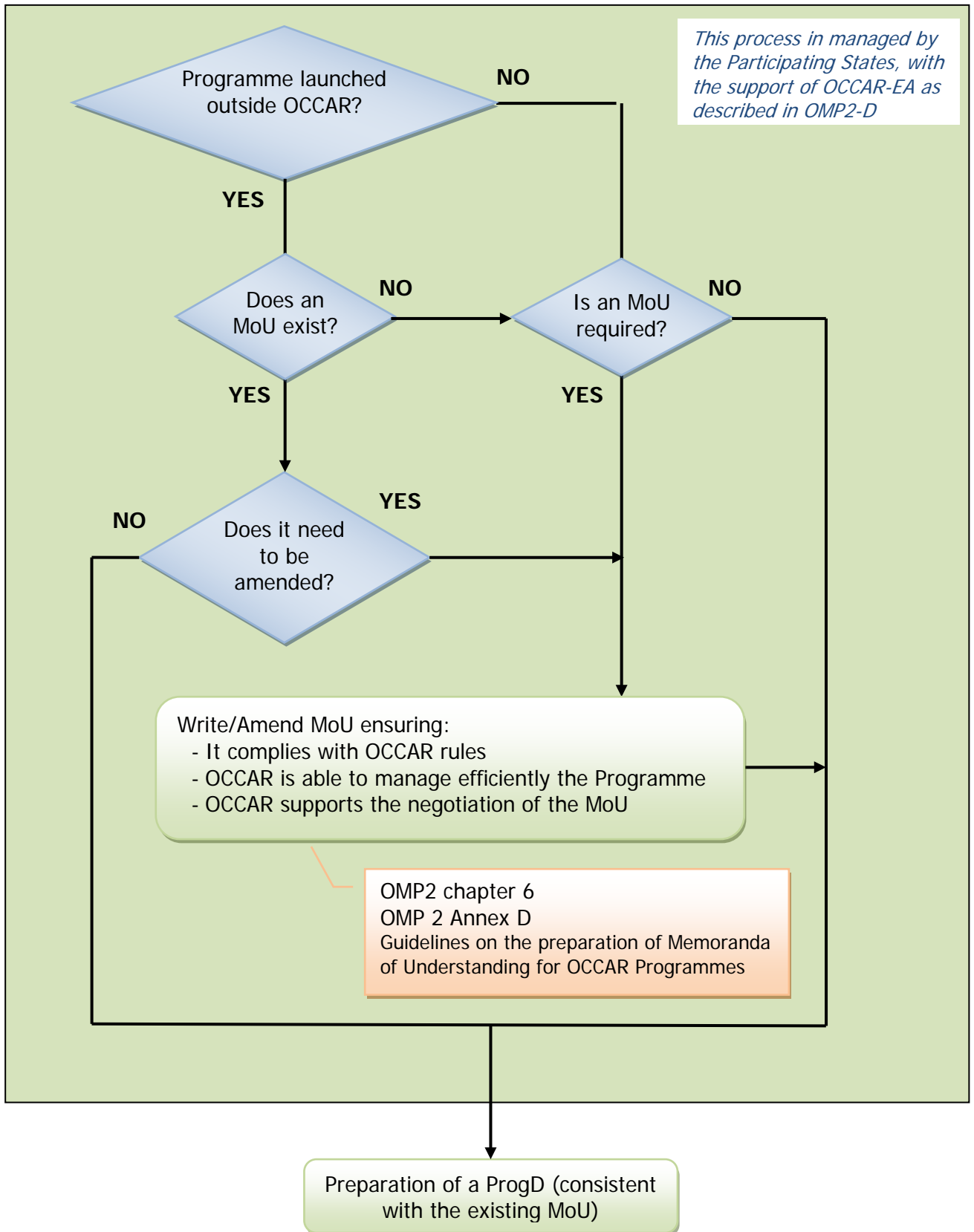
3. Letter of Offer (LoO)/Letter of Acceptance (LoA) Process

Notes:

⁽³⁾ Dir = OCCA-EA Director.



4. MoU Process



5. ProgD Process

