

**BY ORDER OF THE SECRETARY  
OF THE AIR FORCE**

**AIR FORCE MANUAL 16-114**

**23 OCTOBER 2018**



**Operations Support**

**PARTICIPATION IN INTERNATIONAL  
ARMAMENTS COOPERATION (IAC)  
PROGRAMS**

**COMPLIANCE WITH THIS PUBLICATION IS MANDATORY**

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OPR: SAF/IAPC

Certified by: SAF/IAP  
(Mr. Michael R. Shoults)

Supersedes: AFMAN16-114,  
26 September 2018

Pages: 113

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This manual implements Air Force Policy Directive (AFPD) 16-1, *Security Cooperation*, Air Force Instruction (AFI) 16-110, *United States Air Force Participation in International Armaments Cooperation (IAC) Programs*, AFPD 16-2, *Disclosure of Military Information to Foreign Governments and International Organizations*, and supports the authorities derived from Titles 10 and 22 United States Code (USC). It applies to all United States Air Force (USAF) personnel, including Air Force Reserve (AFR) Units and the Air National Guard (ANG), who prepare, manage, review, or participate in IAC projects. This AFMAN may be supplemented at any level, but all supplements must be routed to the Deputy Under Secretary of the Air Force, International Affairs, Armaments Cooperation Division (SAF/IAPC) for coordination prior to certification and approval. Refer recommended changes about this publication to SAF/IAPC using AF Form 847, *Recommendation for Change of Publication*; route AF Form 847s from the field through the appropriate functional chain of command. Requests for waivers must be submitted to SAF/IAPC for consideration and approval. Ensure that all records created as a result of processes prescribed in this publication are maintained in accordance with AFMAN 33-363, *Management of Records*, and disposed of in accordance with the Air Force Records Information Management System (AFRIMS) Records Disposition Schedule (RDS). The authorities to waive wing/unit level requirements in this publication are identified with a Tier ("T-0, T-1, T-2, T-3") number following the compliance statement. See AFI 33-360, *Publications and Forms Management*, for a description of the authorities associated with the Tier numbers. Submit requests for waivers through the chain

of command to the appropriate Tier waiver approval authority, or alternately, to the requestors commander for non-tiered compliance items

## ***SUMMARY OF CHANGES***

This document has been revised and needs to be completely reviewed. Major changes include revised roles and responsibilities, depicting organizational consolidation and realignment. Other changes include IAC procedures for implementing IAC Programs. This version includes guidance for technologies that require additional review by DoD organizations, before the USAF may enter into an international agreement (IA).

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## Chapter 1

### INTERNATIONAL ARMAMENTS COOPERATION (IAC) PROGRAMS

**1.1. Purpose and Objectives.** The USAF participates in air, space, and cyberspace International Armaments Cooperation (IAC) programs to build partnerships and partnership capacity of a mutually beneficial nature. IAC establishes new relationships and sustains and expands existing relationships to promote interoperability, integration, and interdependence. The USAF participates in IAC to build partnerships and secure access to the best technologies available, among other objectives. The specific tools available to USAF proponents in pursuit of IAC activities are referenced below and explained in greater detail through subsequent chapters of this AFMAN. AFI 16-110, *U.S. Air Force Participation in International Armaments Cooperation (IAC) Programs*, provides IAC program descriptions, purpose and objectives, DoD and USAF policies and guidelines, and responsibilities assigned to specific USAF organizations.

**1.2. IAC Background.** IAC provides a broad base of technological, operational, and logistical support for military operations, thus easing United States (U.S.) financial and manpower burdens associated with meeting military goals and objectives. Armaments cooperative development programs are beneficial because they allow an equitable distribution of cost sharing and risks among the participants, foster interoperability and stronger, more enduring relationships with our Allies and international partners, and share technology, thereby developing new economic markets. Finally, IAC affords the USAF the ability to harness and leverage its domestic industrial base, while maximizing participation in cooperative research and development projects with Allies and international partners.

1.2.1. IAC activities result from political and military relationships that have evolved over time, and are generally conducted with nations that have solid political and economic ties with the U.S., similar military requirements, and a reasonably robust defense science and technology base. International partners have common objectives and possess defense industrial capabilities that have allowed cooperation across a wide spectrum of programmatic and technical areas.

1.2.2. This AFMAN covers the standard practices and procedures that govern the management of IAC programs throughout the Air Force. As used herein, IAC refers to the broad range of international activities in which DoD and a foreign government(s) jointly manage efforts to satisfy common military requirements through cooperation in research, development, test, evaluation, acquisition, production, and support of air, space, and cyberspace technology and systems. This manual does not cover joint military arrangements and operations with allied nations, which are under the purview of the Joint Chiefs of Staff and the Combatant Commands, nor does it address Security Assistance programs, including Foreign Military Sales. Refer to Air Force Manual (AFMAN) 16-101, *International Affairs and Security Assistance Management*, for a thorough treatment of Security Assistance policy and procedures.

**1.3. Armaments Cooperation Policy.** The implementing laws, policies, and directives governing the majority of IAC activities are described in detail in [Chapter 11](#).

## Chapter 2

### DEVELOPING AND IMPLEMENTING INTERNATIONAL ARMAMENTS COOPERATION (IAC) AGREEMENTS

**2.1. Purpose and Objectives.** This chapter contains guidelines and procedures for initiating, developing, coordinating, and implementing the following IAC agreements: Memoranda of Agreement or Understanding (MOAs or MOUs), Project Agreements/Arrangements (PAs) under “umbrella” MOAs/MOUs, and Loan Agreements (LAs). MOAs/MOUs, PAs, and LAs are sometimes referred to generically as international agreements (IAs).

**2.2. International Agreements (IA) Background.** The U.S. considers IAs to be legally binding documents; however, some potential partner nations have different views on how they can be bound under IAs. Whenever possible, the IAC document should be described in terms of an “Agreement”, such as a “Memorandum of Agreement.” MOAs may pertain to the full range of acquisition activity, from basic research to production and cooperative logistics. In a bilateral IA, the U.S. and the partner nation can negotiate the appropriate wording to meet the needs of both nations with respect to binding obligations. Details on the common legal authorities governing the majority of IAs can be found in [Chapter 11](#) of this AFMAN.

2.2.1. Memorandums of Agreement/Memorandums of Understanding (MOAs/MOUs). Proponents for an IAC effort may draft an MOA to focus on a specific program of work composed of several phases or projects. The type of MOA chosen depends upon the nature of the cooperative effort. Research, Development, Test, and Evaluation (RDT&E) MOAs are one of the most common. SAF/IAPC must Request Authority to Develop and Negotiate (RAD) IAC MOAs from OUSD(A&S)/IC before beginning negotiation of an IA; however, PAs under an existing umbrella MOA need only the Deputy Under Secretary of the Air Force, International Affairs (SAF/IA) authority. (T-0).

2.2.2. Project Agreements/Project Arrangements (PAs). PAs are implementing arrangements, not stand-alone agreements; they are always associated with an umbrella MOA. PAs detail the provisions of collaboration on specific projects between two or more parties. The details include the project objectives, scope of work, management structure, financial arrangements, contractual arrangements, security classification, and any additional specific provisions. PAs are expeditious means for the USAF to initiate cooperative activities in basic research, exploratory development, or advanced development. Engineering and Manufacturing Development or production programs that evolve from cooperative efforts under one or more PAs generally require separate agreements, usually another MOA, because such work is usually outside the scope of the original umbrella MOA. To reduce the time necessary to bring these cooperative projects from concept to conclusion, OUSD(A&S)/IC has delegated SAF/IA the authority to develop and negotiate PAs. However, SAF/IA must obtain OUSD(A&S)/IC approval through a Request for Final Authority to Conclude (RFA) process before signing the agreement. (T-0).

2.2.2.1. Cooperative Project Personnel (CPP). The CPP concept, authorized in Title 10 United States Code Section 311, allows for the placement of U.S. and foreign military or civilian specialist personnel in a cooperative program or project office to support specific project responsibilities under an IA. There is usually a specific annex in the IA that addresses placement and use of CPP. CPP can serve in the areas of management, administration, finance, planning, and logistics, and can be assigned in any location appropriate for a project, either in the U.S. or abroad. The project office is normally required to prepare a position description for each CPP assignment that is approved by the management structure in the IA. Host organizations will not assign CPPs to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the host organization. (T-0).

2.2.2.2. CPP generally cannot serve in a dual capacity, that is, as an official or employee of the project office and as a representative for the parent organization. Host organizations will only assign access to project office facilities, to include information technology (IT) equipment, project documentation, etc., required for the performance of their duties and in accordance with the laws and regulations of the government of the host organization. (T-2).

2.2.3. Loan Agreements (LAs). LAs provide a means for the USAF to loan or borrow defense equipment or material for RDT&E purposes. Under the provisions of 22 USC § 2796d, Section 65, *Arms Export Control Act*, the USAF may enter into bilateral loan agreements with a country that is a NATO member nation or major non-NATO ally, as designated under Section 517 of the Foreign Assistance Act (22 USC § 2321k), to loan, or accept as a loan or gift, material, equipment, and supplies without charge for cooperative RDT&E purposes.

2.2.3.1. The USAF cannot expend any funds in support of such a loan. The sharing of test results or exchange of technical information generated from the use of the loaned equipment represents equitability for these no-cost loans. The loan of equipment may be part of an MOA or PA and take the form of an Equipment and Material Transfer Agreement/Arrangement. SAF/IAPC must provide a copy of the negotiated LA and supporting documentation to the Office of the Secretary of Defense (OSD) for final review before entering into the agreement. (T-0).

2.2.3.2. When a project is not an RDT&E project, or when the cooperative partner is other than a NATO member nation or major non-NATO ally, Section 65 authority is not available. In those circumstances, equipment may be provided under the lease authority contained in 22 USC § 2796, Section 61.

**2.3. International Agreement Documentation Requirements.** Following exploratory discussions (see [paragraph 2.4.1.1.](#)), the IA proponent, with the assistance of an International Cooperative Agreement Team (ICAT) as needed (see paragraphs under section 2.4.2.), will prepare the following draft documentation required for SAF/IAPC to obtain authority to develop and negotiate an IA.

2.3.1. Summary Statement of Intent (SSOI). The SSOI is a U.S. Government-only document that describes the scope and content of the proposed IA. The SSOI is used for RAD/RFA. The SSOI facilitates the drafting of the IA and other appropriate documentation. The format for the SSOI and the instructions for completing it are shown in [Attachment 2](#). SSOIs are required for amendments to existing MOAs, PAs, and LAs.



2.3.2. International Agreement. The draft text of an MOA or LA will use the standard language found in the IA Generator (IA GEN). (T-2). The IA GEN is designed to assist the IA proponent in quickly developing draft agreements that conform to relevant U.S. law. Proponents should consult with SAF/IAPC regarding the use and application of the latest approved version of the IA GEN. **Note:** For PAs, the DoD and foreign Ministry(ies) of Defence (MOD) agreed to a standard PA format during umbrella MOA negotiations. The PA template is attached as an annex to the umbrella MOA.

2.3.3. **Delegation of Disclosure Authority Letter (DDL).** The DDL provides guidance regarding releasability of all elements of the system, information, or technology involved in an IA. A DDL is required if the project involves release of Controlled Unclassified Information (CUI) or classified information. The format for the DDL is shown in AFI 16-201, *Air Force Foreign Disclosure and Technology Transfer Program*. The DDL will also provide guidance to support evaluation of any proposed exports or releases of defense articles or technical documents by other DoD Components and defense contractors. DDLs will be classified if the information contained therein is classified, based on derivative classification guidance or the compilation principle. (T-2).

2.3.3.1. Marking a DDL classified based upon compilation requires endorsement by an original classification authority. The highest security classification level of information to be exchanged in a specific IA must be consistent with the corresponding DDL. (T-2). Along with the SSOI, the DDL supports the USAF position prior to entering into formal negotiations with a foreign government. Regardless of security classification, DDLs will not be disclosed to any foreign government, representative thereof, foreign national, or international governmental organization. (T-2).

2.3.3.2. USAF Foreign Disclosure Offices (FDOs) must authorize disclosure of classified information and CUI. In developing a DDL, the IA proponent will consult with their local or servicing FDO who develops the draft DDL in accordance with AFI 16-201. After MAJCOM FDO approval, the draft DDL will be forwarded to SAF/IAPT. (T-2). Proponents are not responsible for including the draft DDL in their IA submission package to SAF/IAPC but are required to include the date the DDL was initially submitted to the MAJCOM FDO in the approval memo. The approved DDL provides continuous disclosure authority over the life of the IA and may be updated as required.

2.3.4. An approval memo from an official (O-6 or above) in the proponent's organization who has the authority to commit funds and resources to the IA must be included in the package submitted to SAF/IAPC. (T-2).

**2.4. IA Process.** DoDD 5530.3, *International Agreements* and AFI 51-701, *Negotiating, Concluding, Reporting, and Maintaining International Agreements*, provide overall procedures and authorities for processing IAs. DoDI 5000.02 allows streamlined procedures for all OUSD(A&S)-related IAs. The stages of development are Initiation, Development and Negotiations, and Final Review and Approval. The procedures described in this Chapter follow the streamlining concept for review and approval of IAs rather than the procedures described in DoDD 5530.3. More information on the procedures can be found in the Defense Acquisition Guidebook (DAG), [Chapter 11.2](#), and in the IC in AT&L Handbook, released by the Director, OUSD(A&S)/IC. In addition, DoD Financial Management Regulation 7000.14-R, (DoD FMR), Volume 12, Chapter 9, *International Agreements*, contains detailed information regarding funding

and equitability with which DoD Components must comply when processing IAs and associated amendments. **(T-2)**.

2.4.1. Initiation of IAs. The objective of the initiation stage is to define the project, develop appropriate staffing documentation, and verify proponent support. The use of the International Cooperative Agreement Team (ICAT) concept is described in [paragraph 2.4.2](#) and is critical to achieving this objective.

2.4.1.1. Preliminary or Exploratory Discussions. Preliminary or exploratory discussions are conducted to determine whether a potential project is the most cost-effective alternative to meet a USAF requirement. There is a clear distinction between “exploratory or technical discussions” and “negotiations.” Proponents may engage in preliminary or exploratory discussions with foreign counterparts to define and assess the viability and benefits of a potential cooperative project.

2.4.1.2. USAF personnel must make clear to their foreign counterparts that they cannot make or accept binding commitments in such exploratory discussions and that the exploratory discussions do not constitute negotiations. **(T-2)**. Furthermore, DoD personnel are prohibited from offering to or accepting from representatives of a foreign government any draft agreement, whether titled as such or not. **(T-2)**. The proponent should consult with SAF/IAPC concerning the difference between exploratory discussions and negotiations. See [Attachment A2.1](#) for recommended preliminary or exploratory template package. **(T-2)**.

2.4.2. International Cooperative Agreement Team (ICAT). An ICAT is an integrated product team formed to support the proponent in defining an international project and in drafting and staffing the documentation needed for an IAC agreement. The goal of an ICAT is to determine whether the proposed international project is feasible, to define the potential scope of the project, to determine appropriate management structures and funding sources, and to gain proponent management support for the IAC project. ICATs are the preferred means for developing and staffing IAC agreements. Through an ICAT, all stakeholders in an IAC project are given the opportunity to participate in developing, planning, and staffing of an IA early in the process, thereby improving the quality of the agreement and required documentation, as well as reducing the overall agreement development and staffing time.

2.4.2.1. ICAT Formation. An ICAT can be formed at any command level and will normally have the proponent serve as the lead. Core membership typically includes representatives from the disclosure, financial, international affairs (to include SAF/IAPC as needed), legal, and programmatic communities. Other members may be added on an as-needed basis. At times, the ICAT may include membership from another military department (MILDEP) or from industry. In-country personnel (e.g., Offices of Defense Cooperation (ODCs), the European Office of Aerospace Research and Development, the Asian Office of Aerospace Research and Development, the Southern Office of Aerospace Research and Development, etc.) will be members of the ICAT when beneficial to achieving the project objectives.

2.4.2.2. ICAT Responsibilities. The ICAT lead will ensure the appropriate staffing documentation is drafted in order to be sent to SAF/IAPC. The ICAT lead will also be responsible for ensuring dissemination of all program information to the ICAT membership. The lead will develop, maintain, and distribute an e-mail roster of ICAT membership to facilitate communications. The ICAT lead is responsible for documenting, tracking, and disseminating action items. **(T-2).**

2.4.2.3. Meetings. Face-to-face meetings will be held when necessary; but other communication venues such as teleconferencing, video conferencing, e-mail, and so on will be used to the extent practical. **(T-2).** Early identification of issues and cooperation between all affected parties enhances the agreement development and staffing process.

2.4.3. Procedures for Staffing IAs. The USAF must submit a memorandum to OUSD(A&S)/IC to Request Authority to Develop and Negotiate (RAD) an MOA. **(T-0).** OUSD(A&S)/IC has delegated the MILDEPs authority to develop LAs and PAs under umbrella MOAs so this requirement does not apply to LAs and PAs. There are stand-alone LAs that are coordinated on the same level as MOUs/MOAs, but are usually rare cases. LAs under umbrella MOAs are more commonly used. In these cases, SAF/IAPC staffs the LA or PA within the USAF for RAD coordination before beginning negotiations.

2.4.3.1. Staffing MOAs for RAD. Typically, to initiate the RAD process for MOAs, SAF/IAPC staffs the draft SSOI and the draft MOA with appropriate HQ USAF offices, to include the Assistant Secretary of the Air Force, Financial Management and Comptroller, Policy and Fiscal Control (SAF/FMB P&FC); Secretary of the Air Force General Counsel, International Affairs (SAF/GCI); the relevant Deputy Under Secretary of the Air Force, International Affairs (SAF/IA) Divisions, including the Foreign Disclosure, Weapons and Technology Transfer (SAF/IAPT) Division, the appropriate Assistant Secretary of the Air Force for Acquisition, Technology, and Logistics (SAF/AQ) Directorate(s), and other offices. If there are HQ USAF comments or concerns, SAF/IAPC adjudicates them and then re-staffs as necessary. Upon HQ USAF approval of the draft documents, SAF/IAPC will forward the SSOI and the MOA text to OUSD(A&S)/IC with a formal RAD memorandum. **(T-0).** OUSD(A&S)/IC staffs the RAD within OSD, sister MILDEPs, and other offices as appropriate. If no objection is made within 21 working days, approval is assumed. **Note:** There are a few offices, including the Office of the Under Secretary of Defense (Comptroller) (OUSD(C)) and Office of the Secretary of Defense, General Counsel (OSD/GC), which are exempt from the 21-working day silence procedure. Once the coordination is completed, OUSD(A&S)/IC formally delegates authority to develop and negotiate the MOA by memorandum to SAF/IA. Negotiations begin as soon as possible after the granting of RAD.

2.4.3.2. Staffing PAs and LAs for RAD. SAF/IAPC staffs the draft SSOI and the draft PA or LA, with appropriate HQ USAF offices, to include SAF/FMB P&FC, SAF/GCI, SAF/IAPT, the appropriate SAF/AQ Directorate(s), SAF/IA regional division(s), and other office. When the HQ USAF staff has comments, changes, or otherwise does not approve the documents; SAF/IAPC adjudicates them and then re-staffs as necessary. Upon completion of HQ USAF staffing, SAF/IAPC will initiate negotiations, as OUSD(A&S)/IC has delegated the authority to develop and negotiate PAs and LAs to the USAF. **(T-2).**

2.4.4. Development and Negotiation. DoDD 5530.3 specifically prohibits DoD personnel from initiating or conducting negotiations of an IA without the prior written approval of OUSD(A&S)/IC. SAF/IAPC is the HQ USAF organization responsible for negotiating IAC agreements and will only conduct negotiations after it has obtained appropriate approval from HQ USAF offices and OUSD(A&S)/IC. **(T-0)**. After RAD is granted, SAF/IAPC will transmit the draft IA to the prospective partners for negotiation. **(T-0)**. This is usually done by email from SAF/IAPC to appropriate offices in the partner nation(s). This correspondence should include the draft IA text as well as a suggested approach and schedule for conducting the negotiations. The objective of the negotiation phase is for the USAF to reach agreement with the partner(s) on all of the terms of the international project and text of the IA.

2.4.4.1. Negotiating Team. SAF/IAPC approves the membership of the negotiation team, which usually consists of a principal negotiator from SAF/IAPC, a SAF/GCI representative, and subject matter experts, as appropriate. The principal negotiator is the spokesperson for, and manager of, the team. The parties will negotiate IAs in the most efficient manner possible, to include face-to-face meetings, teleconferences, videoconferences, e-mail, fax, telephone, or regular mail. **(T-2)**.

2.4.4.2. Delegation Guidance. Each IA negotiation is unique and is affected by the nature of the project, the number and identity of foreign partners, and other domestic and international considerations. Depending on the complexity of a specific negotiation, SAF/IAPC will develop written guidance for all delegation members prior to the first negotiation session. This helps ensure team consistency and can lead to achieving an agreed IA text more quickly. The guidance could address items such as red-line topics, individual team member tasks, speaking assignments, and administrative protocols and procedures.

2.4.4.3. Non-binding nature of negotiations. During the negotiation process, the U.S. negotiators will make it clear to potential partners that they cannot make binding commitments until the negotiated agreement is approved by appropriate higher authorities. **(T-0)**.

2.4.5. Final Review and Approval. The objectives of the final review and approval stage are to obtain approval from OUSD(A&S)/IC to conclude the IA following negotiations so as to enable signature of it by all involved parties.

2.4.5.1. If the IA and SSOI change during negotiations, SAF/IAPC will re-staff the documents with GCI and for substantive changes the appropriate HQ USAF organizations using the procedures identified in [paragraph 2.4.3.2](#). **(T-2)**.

2.4.5.2. SAF/IAPC will submit a Request Final Authority to Conclude (RFA) package to OUSD(A&S)/IC. **(T-0)**. The package will contain, at a minimum, a memorandum requesting final review and approval, the IA, and SSOI. **(T-0)**. **Note:** RFA packages with IAs using Section 27 of the AECA or Title 10 United States Code Section 2350a with Friendly Foreign Countries (FFCs) as their legal authority must also include a draft certification to Congress. **(T-0)**.

2.4.5.3. OUSD(A&S)/IC will staff the RFA package with all appropriate OSD offices, the MILDEPs, and other appropriate government agencies for coordination. Over the course of this step, SAF/IAPC may be required to provide OUSD(A&S)/IC additional information, coordinate proposed changes within the USAF, or renegotiate recommended changes to the IA with the foreign partner. If no issues are identified, OUSD(A&S)/IC will sign a memorandum delegating authority to the USAF to sign the IA. Normally, this delegation is to SAF/IA, however, depending on the nature of the IA, it may be delegated and signed at a higher level.

2.4.5.4. Upon receipt of the memorandum from OUSD(A&S)/IC approving the RFA, SAF/IAPC will prepare the appropriate number of original IA documents for USAF signature and for the signatures of all involved parties.

2.4.5.5. The number of originals is normally determined based on each party receiving an original signed version of the IA. SAF/IA, the Assistant SAF/IA, and the Deputy Under Secretary of the Air Force, International Affairs, Director of Policy (SAF/IAP) are authorized signatories for USAF IAC agreements. Oftentimes, the IA enters into force on the date of last signature, however, some IAs spell out unique entry into force circumstances within their text.

## 2.5. Pre-Signature Requirements for IAs.

2.5.1. Agreements in a Foreign Language. In accordance with DoDD 5530.3, [paragraph 8.11](#), no IA may be concluded in a foreign language unless the agreement expressly provides that: (1) the English language text will be considered by the parties as the governing text in case of conflict between the different language texts; or (2) the agreement expressly provides that the English language text and the foreign language text are equally authentic. A linguistic certification that these criteria have been met must accompany the text of the agreement. (T-0). A Certificate of Language Conformity from Department of State (DoS) will be issued after a thorough review of both the English and foreign language versions of the IA to ensure that both versions are in conformity with each other and have the same meaning in all substantive respects.

2.5.2. Certification to Congress is required for IAs falling under Section 27 of the AECA or for IAs involving FFCs under Title 10 United States Code Section 2350a. Not less than thirty days before the signing of the IA, DoD is required to submit a certification or report on the proposed cooperative IA to the Speaker of the House of Representatives and to the Chairs of the Senate Committees on Foreign Relations and Armed Services. SAF/IAPC will prepare a draft of the certification for transmission to OUSD(A&S)/IC. (T-0). The certification format is provided at [Attachment 2.3](#).

## 2.6. Post-Signature Requirements for IAs.

2.6.1. Transmittal Memorandum. 1 USC § 112b, *The Case-Zablocki Act*, also referred to as the “*Case Act*,” requires the Secretary of State to report all IAs, other than treaties, to Congress within 60 calendar days after entry into force. Accordingly, SAF/IAPC will use a transmittal memorandum to forward copies of each signed MOA, PA, or LA to the Air Force Judge Advocate General, Operations and International Law Directorate (AF/JAO), OSD/GC, and to the DoS Assistant Legal Adviser for Treaty Affairs, within 20 days after entry into force. (T-0).

2.6.1.1. The number of certified copies required by each office above is specified in AFI 51-701. The transmittal memorandum must include a background statement meeting the requirements of DoDD 5530.3, enclosures 3 and 6, and AFI 51-701. **(T-0)**. In the case of an IA concluded in a foreign language, the Certificate of Language Conformity should also be attached. Each copy of the IA will include a Certificate of Authenticity (**Attachment 2.4**) that attests to each copy being a true copy of the original IA. **(T-0)**.

2.6.1.2. If the text of the IA is transmitted more than 20 days after its entry into force, the transmittal memorandum must state the reason for late submission. **(T-0)**. SAF/IAPC will use the above transmittal memorandum for disseminating the signed IA to the appropriate DoD, HQ USAF, and field-level points of contact. **(T-0)**. In conjunction with the transmittal memorandum, SAF/IAPC will provide SAF/IAPT a copy of the signed agreement for release of the associated DDL to the appropriate FDO. **(T-1)**.

2.6.2. Steering Committee (SC) Appointment Letter. The U.S. signatory of an IA will issue a SC appointment letter that defines the U.S. representative's role, responsibility, and authority for all IAs that have a SC. **(T-0)**.

2.6.3. Negotiating History File. In accordance with the provisions of DoDD 5530.3, SAF/IAPC will maintain a complete negotiating history file that is compiled, retained, and maintained in retrievable form for all USAF IAC IAs. **(T-0)**.

2.6.4. Reporting Requirements. Proponents must submit a final report on all IAs to SAF/IAPC using the format in **Attachment 2**. In addition, some IAs contain provisions specifying certain reporting requirements. USAF project officers and MOA SC representatives must comply with both reporting obligations, as well as other requirements necessary for the execution of IAs. **(T-2)**. This includes IAs that use the International Cooperative, Research, and Development Program funds (See **Chapter 7**), Coalition Warfare Program (CWP) funds (see **Chapter 8**), or management reports applicable at the field level, MAJCOMs, or HQ USAF.

## **2.7. Implementing, Amending, Withdrawing From, and Terminating IAs.**

2.7.1. Implementation. After signature, some IAs require other documents for execution. For IAs that require the transfer of funds between the partners, a Financial Management Procedures Document is required. The Financial Management Procedures Document contains the procedures to be used by the parties in execution of the financial aspects of the IA, for example, the details for using the banking system, payment schedules, etc. A Program Security Instruction (PSI) is usually required when the transfer of classified information is involved. The PSI contains all of the security arrangements and procedures that form the security standard operating procedures for the program. Both documents should be drafted as a team effort with the other parties to the IA early in the development process. Other examples of implementing documents called for in some IAs are a project plan and position descriptions for CPP. Proponents are responsible for developing all implementing documents and SAF/IAPC will coordinate them with the appropriate HQ USAF and/or OSD offices. **(T-2)**.

2.7.2. Amendments. Amendments to an IA must be approved via the same procedures used to develop the original IA. **(T-2)**. They include those provisions which by themselves might form the basis of a separate agreement, such as a new phase or task, or that propose a new or altered obligation not previously contemplated by the parties or contained in the IA, e.g., changes in scope, task, contributions, classification, or duration of the IA. The required IA



supporting documents for an amendment are the same as for the original IA, except that the proponent will submit an abbreviated SSOI containing only pertinent, revised information for the proposed amendment to accompany the SSOI for the original agreement. **(T-2)**. Proponents should notify SAF/IAPC of proposed amendments as soon as possible to ensure that the appropriate documents are prepared.

2.7.3. **Withdrawal and Termination.** If the USAF is considering unilateral withdrawal from an existing IA, the proponent will consult with SAF/IAPC at least 90 days before the anticipated announcement date. **(T-2)**. If the decision to withdraw is mutually agreed, SAF/IAPC, after consultation with SAF/GCI, will inform all signatories in accordance with the procedures outlined in the IA. **(T-2)**. Under the terms of most agreements, withdrawing parties retain certain obligations after withdrawal. Generally, responsibility for financial costs incurred up to the date of withdrawal, and for continued compliance with security, intellectual property rights, or other provisions continue after withdrawal from the agreement. The proponent will ensure that U.S. obligations are fully discharged and will report any partner non-compliance to SAF/IAPC. **(T-2)**. Similar procedures will be followed when all parties agree to terminate the agreement. **(T-2)**.

## **2.8. HQ USAF Roles and Responsibilities for Developing and Implementing IAC Agreements.**

2.8.1. SAF/IA serves as the functional manager providing policy, guidance, and oversight for the execution of IAs as delegated in AFD 16-1.

2.8.2. SAF/IAPC will:

2.8.2.1. Participate in ICATs at the appropriate time in the IA development and negotiation process.

2.8.2.2. Ensure proposed IAs and supporting documentation are consistent with the IA GEN and other OSD guidance.

2.8.2.3. Coordinate proposed IAs and supporting documentation with appropriate HQ USAF staff elements.

2.8.2.4. Request authority from OUSD(A&S)/IC to develop and negotiate MOAs or appropriate amendments on behalf of the USAF.

2.8.2.5. For IAs that use AECA Section 27 (22 USC § 2767) or for IAs with FFCs that use Title 10 United States Code Section 2350a legal authority, provide draft certifications for OSD to initiate the required 30 day Congressional notification period.

2.8.2.6. Serve as principal negotiator for all USAF IAC agreements.

2.8.2.7. Submit a RFA to OUSD(A&S)/IC to conclude IAs

2.8.2.8. Ensure that a Certificate of Language Conformity is prepared for IAs to be concluded in English and other languages, certifying that all texts are equally authentic (See 2.5.1.).

2.8.2.9. In accordance with the requirements of the 1 USC §112b., also referred in short-form as the “Case Act,” forward reproducible copies of each signed IA to OSD/GC, the DoS Assistant Legal Adviser for Treaty Affairs, and AF/JAO, plus copies to other appropriate USAF and DoD offices within 20 days after it has entered into force.

2.8.2.10. Request SAF/IAPT issue the approved DDL to the appropriate MAJCOM FDO once an MOA or PA is signed.

2.8.2.11. Maintain the negotiating history for all USAF IAC IAs.

2.8.2.12. Coordinate USAF review of other DoD Component-proposed IAs and their supporting documentation.

2.8.2.13. Coordinate proposed IAs with appropriate SAF/AQ directorates having the same or similar systems/technologies. Pre-coordinate the proposal with the Assistant Secretary of the Air Force for Acquisition, Special Programs, Operational and Export Policy Division (SAF/AQL), to determine Low Observable/Counter Low Observable technology protection considerations, and to coordinate on the program's AFPEO/AFTEO Director of Engineering validated critical program information for Program Protection Planning, including protection of possible critical program information with Anti-Tamper.

2.8.3. SAF/IAPT will:

2.8.3.1. Review IAs and supporting documentation to ensure consistency with national disclosure policy and export control regulations; and to ensure that HQ USAF operational and technical concerns are addressed.

2.8.3.2. Participate in ICATs as necessary.

2.8.3.3. Assist in the development of DDLs for umbrella MOAs.

2.8.3.4. Approve and issue the DDL to the appropriate MAJCOM FDO within 10 days of receipt or modification of the signed IA from SAF/IAPC.

2.8.4. SAF/FMB P&FC will review proposed IAs, amendments, and supporting documentation to ensure that funding and equitability requirements of the DoD FMR are met.

2.8.5. SAF/GCI will:

2.8.5.1. Review proposed IAs, amendments, withdrawals, terminations, and supporting documentation to ensure consistency with U.S. law, regulations, and policies.

2.8.5.2. Participate in ICATs, as necessary.

2.8.5.3. Provide expert legal advice for IAC-related matters and support negotiation of IAs.

2.8.5.4. In coordination with the appropriate subject matter experts, resolve questions regarding a party's compliance with the terms of an IA that cannot be settled by informal discussions between the responsible offices.

2.8.5.4. Assist Program Managers in implementing and managing approved IAs.

2.8.5.5. In coordination with the appropriate subject matter experts, resolve questions regarding a partner's compliance with the terms of an IA that cannot be settled by informal discussions between the responsible offices.

2.8.6. Other HQ USAF Offices will review IAs and supporting documentation to ensure consideration of assigned mission equities.

2.8.7. MAJCOMs will:



2.8.7.1. Review proposed DDLs prior to their submission to any HQ USAF office in order to ensure consistency between the proponent drafted proposed IA and FDO-drafted supporting DDL.

2.8.7.2. Re-delegate approved DDLs to appropriate field FDOs.

2.8.8. Proponents will:

2.8.1.1. Conduct preliminary or exploratory discussions for IAs with potential foreign partners. **(T-2).**

2.8.1.2. Form and lead ICATs, as appropriate, within their command to develop draft IAs and supporting documentation. **(T-2).**

2.8.1.3. Prepare, review, and forward official positions of support for IAC packages in accordance with the guidance provided in this Chapter. **(T-2).**

2.8.1.4. Assist Program Managers (PMs) in implementing and managing approved IAs and making a final report on their results. **(T-2).**

## Chapter 3

### THE AIR FORCE INFORMATION EXCHANGE PROGRAM (IEP)

**3.1. Purpose and Objectives.** The exchange of RDT&E information/data provides a foundational tool for IAC activities to gain insight, build trust, and explore RDT&E capabilities with a partner. USAF personnel are encouraged to pursue information/data exchange with partners to meet the broad IAC objectives contained in AFI 16-110 as well as the following specific objectives:

- 3.1.1. Explore opportunities to promote future technology cooperation to enhance standardization and interoperability;
- 3.1.2. Establish and nurture relationships between the technology communities in the USAF and partner nations;
- 3.1.3. Remain abreast of defense-related technology development outside the U.S.;
- 3.1.4. Impart to partner nations the U.S. vision of the potential impact of information/data exchanges on various defense equipment programs; and
- 3.1.5. Reduce costs by avoiding unnecessary duplication of RDT&E efforts. **Note:** The exchange of information outside of the RDT&E category, such as intelligence, military and operational information, can also be pursued subject to specific agreements and legal authorities. Interested parties in these types of exchanges should consult with SAF/IAPC.

**3.2. IEP Background.** The USAF IEP for IAC activities allows for the exchange of RDT&E information/data with selected partners on a reciprocal, balanced basis, both in qualitative and quantitative terms over the course of the exchange. The USAF IEP is authorized by 10 USC § 2358 and the participation is formalized through the establishment of Information Exchange Annexes/Data Exchange Annexes (IEA/DEA) pursuant to bilateral and multilateral Master Information/Data Exchange Agreements (MIEA/MDEA) with partner nations.

- 3.2.1. Master Information Exchange Agreements or Master Data Exchange Agreements (MIEA/MDEA). These master agreements set the broad terms, conditions, and procedures for the reciprocal exchange of RDT&E information/data. For example, MIEAs/MDEAs will specify security procedures, the highest classification allowed for the information/data exchanges, management structures, information use rights (including Third Party Transfer), the process for clearance of visitors, and methods for resolving disputes.
- 3.2.2. Information Exchange Annexes / Data Exchange Annexes (IEAs/DEAs). These annexes to the MIEAs/MDEAs govern the specific scope of information/data to be exchanged, as well as the personnel who will guide the exchanges, the organizations that can participate in the exchanges, the intended duration of the exchanges, and the classification level of the information/data that is permitted. **Note:** There is no material difference between an IEA or a DEA, or between 'information' and 'data'. Those terms are dictated by the language used in the MIEA/MDEA.

3.2.2.1. IEAs/DEAs authorize the exchange of RDT&E information/data related to current RDT&E activities and programs, as well as historical RDT&E information/data. The scope of the IEA/DEA should be broad enough to provide sufficient flexibility over the life of the exchange to allow for changes in RDT&E information and evolving military requirements. However, they exclude the transfer of material or equipment; technical data packages for operational systems; production or manufacturing information; price and availability information on U.S. production or operational systems; or to provide training. In addition, an IEA/DEA may not be used for the exchange of personnel, to provide technical services, be cited as an authority to place contracts, or for a cooperative RDT&E project which formally commits the partners to conduct joint RDT&E efforts and to fund specific RDT&E work. Lastly, IEAs/DEAs do not obligate any partner to expend funding outside of activities related to the overall administration and/or travel to support the IEA/DEA.

3.2.2.2. Industry and academic participation in an IEA/DEA may be permitted so long as they are compliant with the terms and conditions set forth in the MIEA/MDEA, and abide by the requisite export regulations, national disclosure policies, and contractual provisions to support the RDT&E efforts.

3.2.2.3. In some circumstances, RDT&E information/data exchange may also be authorized under other RDT&E IAs and/or Program Agreements in addition to IEAs/DEAs. For example, information/data exchange is often allowed as a mechanism for partners to determine which projects to develop and conclude under separate RDT&E PAs and/or Test and Evaluation (T&E) PAs. This type of information/data exchange will follow the guidance outlined within the specific RDT&E IA or PA. (T-2).

3.2.2.4. In some circumstances, the exchange of information outside of the RDT&E category, such as intelligence, military and operational information, can also be pursued subject to specific agreements and legal authorities. These exchanges typically fall outside of the range of IAC activities although they can be pursued as complementary activities to IAC. Interested parties in these types of exchanges should consult with SAF/IAPC.

3.2.2.5. Participation in IEAs/DEAs for the USAF is also subject to the following guidance:

3.2.2.5.1. DoDI 2015.4, *Defense Research, Development, Test and Evaluation (RDT&E) Information Exchange Program (IEP)*;

3.2.2.5.2. DoDD 5230.11, *Disclosure of Classified Military Information to Foreign Governments and International Organizations*;

3.2.2.5.3. DoDD 5230.20, *Visits and Assignments of Foreign Nationals*; and

3.2.2.5.4. DoDD 5530.3, *International Agreements*.

### **3.3. Documentation Requirements to Establish an IEA/DEA for IAC Activities.**

3.3.1. IEA/DEA Draft. This document should follow the format in the governing MIEA/MDEA. If the MIEA/MDEA does not have an IEA/DEA format, then the IEA and DEA templates shown in [Attachment 3](#) can be used; however, please contact SAF/IAPC for the latest version as the templates change over time. The IEA/DEA should include the technical scope of information/data to be exchanged; a listing of Authorities, Technical Project

Officers, Associate Technical Project Officers, Liaison Officers, and Establishments; security classification of information to be exchanged; and other special provisions as required. Details regarding the specific responsibilities for the Authorities, Technical Project Officers, Associate Technical Project Officers, Liaison Officers, and Establishments can be found in Section 3.4.7.

3.3.2. **Quid-Pro-Quo (QPQ) Analysis.** This is a U.S. Government-only document explaining the equitable benefits the USAF and the partner country(s) expect to realize from the proposed IEA/DEA. Considerations should be given to how the USAF will benefit specifically, how the partner(s) will benefit specifically, and how all partners will benefit collectively. The QPQ analysis should make it clear that all partners are contributing information/data of approximate equivalent value and that the benefits are shared equally. The QPQ analysis can be developed with inputs from a variety of sources such as tech assessments, public literature, conference reports, previous collaboration history, etc. The QPQ analysis format is shown in [Attachment 3, Figure A3.3](#).

3.3.3. **Draft Delegation of Disclosure Authority Letter (DDL).** A draft DDL providing USAF disclosure guidance is required for each IEA/DEA. The draft DDL will be prepared by the local Foreign Disclosure Officer (FDO) in consultation with the developers of the IEA/DEA, and should be written to authorize the specific disclosure of information related to the scope of the IEA/DEA. **(T-2).** If USAF disclosure policy does not support the release of certain information/data contained in the draft IEA/DEA, then the IEA/DEA may need to be re-scoped to accommodate the constraints.

3.3.3.1. As a standard business practice, official DDLs are secured documents that are kept within the USAF Foreign Disclosure community. A DDL, whether it is a draft or final product, is never authorized for release or disclosure to any foreign partner, representative, or international governmental organization.

3.3.3.2. Once the DDL becomes final, it is the responsibility of the FDO to approve the release of all technical information/data in support of the IEA/DEA by consulting the authorizations contained in the DDL. **Note:** this does not apply to information already cleared for release in the public domain). As such, it is important that the developers of the IEA/DEA and the FDOs consult early and frequently when developing the DDL draft to ensure successful outcomes can be achieved for the IEA/DEA.

3.3.3.3. The highest security classification level of information/data to be exchanged in a specific IEA/DEA must be consistent with the corresponding DDL and comply with the MIEA/MDEA. **(T-2).**

3.3.4. **Memorandum Verifying Interest/Request to Develop from the USAF Proponent.** A memorandum from the USAF proponent that verifies the interest in establishing an IEA/DEA and seeks SAF/IAPC support to develop the IEA/DEA is required. The memo must, at a minimum, be signed at the GS-15/O-6 level. **(T-2).**

### **3.4. Development, Establishment, and Implementation Processes for IEAs/DEAs, including Key Actors.**

3.4.1. **IEA/DEA Initiation and Document Development Phase.** The objective of the initiation phase is to outline the potential scope of exchange, develop the appropriate documentation drafts, and verify proponent support.

3.4.1.1. To help outline the potential scope of information/data exchange, it is highly encouraged that the USAF proponent accomplish a technical assessment with the partner(s). The assessment may include exploratory visits to foreign research organizations, reviewing literature such as journal articles, publications, etc. or reviewing previous collaboration efforts with the USAF and the partner(s) in the same field. At a minimum, the following points will be considered as part of the technical assessment:

3.4.1.1.1. Tangible technical benefit to a U.S. program; **(T-2)**.

3.4.1.1.2. Unique advantages of the foreign research programs, facilities, and personnel; **(T-2)**.

3.4.1.1.3. Impact on the U.S. program without the foreign technology; **(T-2)**.

3.4.1.1.4. Sensitivity or military criticality of proposed U.S. information/data to be exchanged; **(T-2)**.

3.4.1.1.5. Potential application of U.S. information/data by a foreign country; **(T-2)**.

3.4.1.1.6. Technology availability from other foreign sources; and **(T-2)**.

3.4.1.1.7. Level of equitable exchange of information. **(T-2)**.

3.4.1.2. Conversations between the partner(s) and the USAF proponents are encouraged to help identify the interest and value in establishing an IEA/DEA. However, the USAF proponents will not send any of the draft documents to the partner(s). **(T-2)**.

3.4.1.3. USAF proponents who receive a proposed IEA/DEA directly from a partner will consult with SAF/IAPC to determine the best way to proceed. **(T-2)**.

3.4.1.4. If indications are positive from the tech assessment that a mutually beneficial information/data exchange is in the interest of the USAF, the USAF proponent will consult with SAF/IAPC to begin drafting the required IEA/DEA draft, QPQ Analysis, and DDL Draft. **(T-2)**. This is typically an iterative process to ensure the drafts conform to the latest policy guidance and are scoped within the bounds permitted by the MIEA/MDEA and disclosure and export policies.

3.4.1.4.1. The DDL draft will also be developed in consultation with the local FDO, and is typically developed after the IEA/DEA and QPQ Analysis drafts are developed. **(T-2)**.

3.4.1.4.2. Once the DDL draft has been completed, the local FDO must submit it for review through the FDO chain of command which ultimately ends with SAF/IAPT receiving the draft before the next steps, official staffing, can be taken to establish the IEA/DEA. **(T-2)**.

3.4.1.5. The proponent will also draft, staff, and sign the Memo Verifying Interest / Requesting IAPC support through appropriate command channels. **(T-2)**.

**3.4.2. IEA/DEA Official Review and Negotiation Phase.** The objective of this phase is to conduct appropriate HQ USAF reviews of the IEA/DEA documentation and receive the approval to enter into negotiations with the partner(s).

3.4.2.1. Once the proposed IEA/DEA and QPQ Analysis drafts have reached maturity through consultation with SAF/IAPC, and the DDL draft has been received by SAF/IAPT from the local FDO, the official HQ USAF review process will be initiated. **(T-2).**

3.4.2.2. SAF/IAPC will review the documentation internally and then coordinate the proposed IEA/DEA package with appropriate HQ USAF offices for their official review/approval. This review includes appropriate SAF/AQ Directorates, SAF/GCI, SAF/IAPT, SAF/IA regional division(s), and other USAF and DoD component organizations as necessary. In addition, SAF/IAPC will forward the proposed IEA/DEA to the Department of Commerce, Bureau of Industry and Security, Office of Strategic Industries and Economic Security (DOC BIS/SIES) with a courtesy copy to OUSD(A&S)/IC, for review in order to ensure that there are no potential negative impacts on the U.S. industrial base. (DOC BIS/SIES will be requested to respond within a 15-day period using silence procedures. In the event DOC BIS/SIES submits a non-concurrence based on substantive objections and/or insufficient information provided, OUSD(A&S)/IC and DOC BIS/SIES will discuss the matter and make a good faith effort to resolve the issue. If no accommodation can be made, OUSD(A&S)/IC will notify DOC BIS/SIES in writing before taking final action.

3.4.2.3. Once all comments have been adjudicated, and approval from all relevant HQ USAF offices, SAF/IAPC will then have the official authority to negotiate the IEA/DEA directly with the partner(s). At that point, SAF/IAPC will provide only the IEA/DEA to the partner(s) for their review and approval, either directly to the partners or through intermediaries such as the Office of Defense Cooperation at U.S. Embassies in-country. Draft IEAs/DEAs will not be provided before receiving official authority to negotiate.

3.4.2.4. Negotiations with the partner(s) are primarily conducted via email but may be done in face-to-face visits, if necessary. SAF/IAPC will serve as the lead negotiator with the partner(s) to answer any questions, review proposed changes, and confirm final content of the IEA/DEA. Consultation with the USAF proponent, legal, and disclosure communities will be conducted as required, depending on the changes requested by the partner(s). **Note:** Proponents are not to engage in discussions about the content of the IEA/DEA directly with their counterpart at this stage and instead should consult with SAF/IAPC on any communications provided by the partner(s). **(T-2).**

**3.4.3. Post-Negotiation, Signature, and Establishment Phase.** The objective of this phase is to conduct the final review, approval, and signature of the IEA/DEA for its official establishment.

3.4.3.1. Once the partner(s) and SAF/IAPC reach a shared understanding/mutual agreement on the content of the IEA/DEA, SAF/IAPC will make any necessary revisions to the IEA/DEA package and determine if it needs to be resubmitted to HQ USAF for final coordination (if changes are substantial).

3.4.3.2. After final reviews are complete, if any are necessary, SAF/IAPC will request to have two copies of the IEA/DEA signed by SAF/IAP. A similar request will be made by the partner(s) to their signing authority. Upon signature by SAF/IAP, an original copy or copies will be mailed to the partner(s). The partner(s) will be advised to mail a signed, original copy of the IEA/DEA to SAF/IAPC as well. Electronic versions of the signature page are encouraged to be sent, but original copies are a requirement for official file

storage. Once SAF/IAPC and the partner(s) have all received original copies of the signatures, SAF/IAPC will file the original IEA/DEA.

3.4.3.3. The IEA/DEA will be considered established and in effect upon the date of the last signature provided on the IEA/DEA between the partner(s). **Note:** It is highly likely that the IEA/DEA will be signed by all partners and electronic copies will be shared prior to receiving the original signature page. That is perfectly acceptable practice but the USAF still requires original signature pages from all partners involved.

3.4.4. **Post-establishment Phase.** The objective of this phase to ensure proper distribution of the IEA/DEA to all relevant stakeholders and to request the release of the official DDL to the local FDO.

3.4.4.1. Upon receipt of the countersigned originals, SAF/IAPC will distribute electronic copies of the IEA/DEA and, if required, a Certificate of Language Conformity ([Attachment 2.5.](#)) to the USAF proponent and all relevant stakeholders.

3.4.4.2. SAF/IAPC will also request that SAF/IAPT issue the approved DDL to the local FDO so that the exchange of information can commence. (T-2).

3.4.5. **Implementing, Updating, Amending, and Terminating an IEA/DEA.**

3.4.5.1. Implementation. USAF proponents should identify yearly information/data exchange objectives with their partner(s) to clarify expectations during the life of the established IEA/DEA. The exchange objectives should include the scope of information/data to be exchanged each year within the parameters set by the IEA/DEA, as well as the type and frequency of the exchange. Regular visits and/or communication between the USAF proponent and the partner(s) is encouraged to discuss progress made against the objectives and to maintain awareness of technological advances and activities.

3.4.5.2. Administrative Updates to an IEA/DEA. USAF proponents can propose administrative changes to existing IEAs/DEAs, including updating the listed Establishments and Project Officers. USAF proponents will forward all proposed administrative changes to SAF/IAPC for approval. After approval, USAF proponents will inform the partner(s) of the changes in writing, with copies to SAF/IAPC. \

3.4.5.3. Amendments. An amendment to an IEA/DEA must be pursued when there is a mutual desire to change the scope, security classification level, duration, or another significant aspect of the IEA/DEA outside of what is permitted for an administrative update. (T-2). USAF proponents should consult with SAF/IAPC as early as possible on a desire to officially amend the IEA/DEA. Amendments to IEAs/DEAs will follow a similar process outlined in sections 3.4.1 to 3.4.4.

3.4.5.4. Terminating an IEA/DEA. An IEA/DEA may be terminated by any partner(s) involved in the IEA/DEA using the procedures stipulated in the MIEA/MDEA and the appropriate IEA/DEA. If the USAF proponent desires to terminate the IEA/DEA, they should make the termination request to SAF/IAPC as soon as possible. **Note:** It may serve the USAF's interest to allow the IEA/DEA to go inactive as opposed to fully terminating the IEA/DEA. Inactive IEA/DEAs can be revitalized if all partners agree to it and the IEA/DEA has not expired.

3.4.6. **Participation in IEAs concluded by other MILDEPs or DoD Agencies.**

3.4.6.1. USAF proponents are encouraged to review opportunities to join newly proposed or active IEAs/DEAs developed by other DoD agencies. Joining an active IEA/DEA can prove to be very effective in exchanging desired information/data while saving the time and overhead of starting a new IEA/DEA. If desirable, the USAF proponent should seek to become an Associate Technical Project Officer to the exchange, or at a minimum, request that the USAF be listed as an official Establishment on the IEA/DEA.

3.4.6.2. SAF/IAPC will seek to inform the USAF community on opportunities to join new or existing IEAs/DEAs. If USAF proponents are interested, SAF/IAPC will consult with the appropriate DoD agency for inclusion of the USAF proponent. The USAF proponent and SAF/IAPC will develop a QPQ Analysis and a draft DDL specifying disclosure guidance for release of USAF-specific technical information for participation in the IEA/DEA. **(T-2)**. SAF/IAPC will staff the documentation as described in Sections 3.4.1.-3.4.4.

**3.4.7. Key Actors Designated in IEAs/DEAs:** The following positions and terms are often listed within IEAs/DEAs and convey specific responsibilities:

3.4.7.1. Annex Authorities. Government officials authorized to act on behalf of the parties to establish, modify, extend, and cancel the IEA/DEA. For the USAF, SAF/IAP is the USAF IEA/DEA Annex Authority.

3.4.7.2. Technical Project Officers (TPOs). A government employee specifically identified to lead and direct the exchange of RDT&E information/data under an IEA/DEA to meet its stated objectives. USAF TPOs and their counterparts listed on the IEA/DEA are responsible for the overall management of information/data exchange activities including the execution of yearly exchange objectives and associated visits.

3.4.7.3. Project Officers/Project Implementation Authorities. These terms may be found in older MIEAs/MDEAs. Terms are synonymous with the roles and responsibilities of TPOs.

3.4.7.4. Associate Technical Project Officer (ATPO). A government employee nominated and assigned by the TPO who assists the TPO in fulfilling the objectives of an IEA/DEA and in executing exchanges and visits. **Note:** ATPOs can include personnel from DoD agencies outside of the USAF, subject to their approval.

3.4.7.5. Liaison Officers (LOs). A government representative, normally personnel accredited / assigned to embassies, missions and / or military components' facilitate TPOs for IEA/DEA related efforts. This typically does not refer to government representatives who are assigned on a temporary basis to work in one of the partner(s) organizations pursuant to specific Liaison Officer Agreements.

3.4.7.6. Establishments. Organizations that are potential sources and/or recipients of information/data exchanged under an IEA/DEA. The IEA/DEA Establishment listing may include several DoD organizations and may even list government entities outside the U.S. DoD or partner nation MOD if authorized by the MIEA/MDEA. However, neither U.S. nor foreign contractors, including "special status" contractors such as Federally Funded Research and Development Center or foreign equivalents, may be listed as Establishments. Despite not being listed as official Establishments, contractors may still participate in



IEA/DEA related meetings or other interchanges based on mutual agreement between the parties and following the guidance in Section 3.2.2.2.

3.4.7.7. Foreign Disclosure Officers or Designated Disclosure Authority (DDA). A U.S. Government official designated by SAF/IAPT who assists the TPO in approving the disclosure of classified information and Controlled Unclassified Information (CUI) authorized under the DDL for the IEA/DEA.

### **3.5. Roles and Responsibilities for the Information Exchange Program.**

#### **3.5.1. SAF/IAP will:**

3.5.1.1. Serve as the USAF Annex Authority for all IEAs/DEAs

3.5.1.2. Provide executive level oversight for all USAF IEAs/DEAs as the USAF Annex Authority.

3.5.1.3. Sign IEAs/DEAs following negotiation and HQ USAF coordination/approval.

#### **3.5.2. SAF/IAPC will:**

3.5.2.1. Advise USAF proponents on IEA/DEA processes and procedures, including assisting in the drafting of the IEA/DEA package documents.

3.5.2.2. Provide guidance and support to the USAF TPO in initial technical discussions.

3.5.2.3. Develop, review, staff, negotiate, and obtain HQ USAF approval for IEAs/DEAs and amendments.

3.5.2.4. Seek IEA/DEA signatures from SAF/IAP; distribute copies of signed IEAs/DEA; request SAF/IAPT to release the DDL upon signature of the IEA/DEA; and file original copy.

3.5.2.5. Ensure that periodic management reviews with partners are conducted so that both sides can evaluate program effectiveness, resolve any problem areas, and capitalize on opportunities for increased cooperation.

3.5.2.6. Approve IEA/DEA administrative changes and withdrawals as appropriate.

3.5.2.7. Assess annual information/data exchange objectives, visits, meetings, and the need for new or amended IEAs/DEAs.

3.5.2.8. Maintain a tracking and reporting database, and a distribution system for IEP information.

#### **3.5.3. SAF/IAPT will:**

3.5.3.1. Review and approve DDL drafts developed in connection with the IEAs/DEAs to ensure consistency with national and USAF disclosure policy guidelines and export control regulations.

3.5.3.2. Consult with SAF/IAPC on any required changes to the DDL drafts and how it may impact the content of the IEA/DEA that is in development or in negotiations.

3.5.3.3. Approve and issue the DDL to the appropriate MAJCOM FDO within 10 days of receipt of the signed IEA/DEA from SAF/IAPC.

#### **3.5.4. SAF/GCI will:**

3.5.4.1. Review proposed IEAs/DEAs, amendments, withdrawals, terminations, and supporting documentation to ensure consistency with U.S. law, regulations, and policies.

3.5.4.2. Participate in ICATs, as necessary.

3.5.4.3. Provide expert legal advice for IAC-related matters and support negotiation of IEAs/DEAs.

3.5.4.4. In coordination with the appropriate subject matter experts, resolve questions regarding a party's compliance with the terms of an IA that cannot be settled by informal discussions between the responsible offices.

3.5.5. MAJCOMs will:

3.5.5.1. Seek opportunities throughout the MAJCOM to establish RDT&E information/data exchange with partners that can lead to mutually beneficial outcomes.

3.5.5.2. Consult and work with SAF/IAPC on developing and establishing new IEAs/DEAs when opportunities are identified.

3.5.5.3. Review DDLs drafts prior to their submission to SAF/IAPT in order to ensure consistency between the proposed IEA/DEA and the FDO-drafted DDL.

3.5.5.4. Re-delegate approved DDLs to appropriate field FDOs upon release of the official DDL after establishment of the IEA/DEA.

3.5.6. USAF Technical Project Officers (TPOs) will:

3.5.6.1. Exercise day-to-day management of assigned IEA/DEA efforts in accordance with the terms and conditions of the IEA/DEA and the approved DDL. Ensure information/data exchanged is essentially equivalent in volume, criticality, and relevance over the duration of the IEA/DEA. **(T-2).**

3.5.6.2. Conduct technical assessments for proposed IEAs/DEAs. **(T-2).**

3.5.6.3. Prepare supporting documentation packages for proposed IEAs/DEAs, amendments, administrative changes, terminations, and potential follow-on cooperative projects in consultation with SAF/IAPC. **(T-2).**

3.5.6.4. Ensure that ATPOs and Establishments understand, and are compliant with, the terms and conditions of the IEA/DEA and the associated DDL. **(T-2).**

3.5.6.5. Forward all technical information, except for administrative and public domain information and correspondence, to the local FDO for release approval prior to forwarding to the partner Establishment(s). **(T-2).**

3.5.6.6. Maintain an active dialogue and exchange of information with the partner TPO(s) and ATPO(s). **(T-2).**

3.5.6.7. Meet and/or communicate with partner TPO(s) regularly to maintain awareness of technical capabilities, maximize IEA/DEA benefits, and explore opportunities for new or expanded cooperation activities. **(T-2)** Generally, TPOs travel to the partner country on alternate years, although more frequent visits are encouraged if benefits are justified.

3.5.6.8. Maintain a complete set of IEA/DEA files to include the latest version of the IEA/DEA, all appropriate correspondence, technical data received and distributed, current annual objectives (if appropriate), and a record of visits with the other partner(s). **(T-2)**

3.5.6.9. Establish the annual annex exchange objectives. **(T-2)**

3.5.6.10. Complete an IEA/DEA annual progress report, including a brief description of the year's activities; an assessment of the effectiveness of the IEA/DEA in achieving exchange objectives; and the following year's information/data exchange objectives. **(T-2)**

3.5.6.11. Consult with and recommend to SAF/IAPC whether or not an IEA/DEA should continue, be amended, replaced or terminated; and if the DDL needs revision. **(T-2)**

3.5.7. U.S. Associate Technical Project Officers (ATPOs) will:

3.5.7.1. Assist the TPO in executing exchanges and visits for IEAs/DEAs to which he/she has been assigned. In the case of assignment as an ATPO to an IEA/DEA signed by another MILDEP or DoD agency, work in conjunction with the TPO to achieve USAF objectives in the exchange. **(T-2).**

## Chapter 4

### THE TEST AND EVALUATION (T&E) PROGRAM

**4.1. Purpose and Objectives.** The DoD-managed T&E Program allows USAF proponents to secure access to test facilities of a partner nation or international governmental organizations and vice versa. It also allows for cooperative activities on a reciprocal basis through T&E related projects, information exchange, working group formation, project equipment transfers, and familiarization visits.

**4.2. T&E Background.** The T&E program is implemented through a bilateral or multilateral Test and Evaluation Program (TEP) Memorandum of Agreement or Understanding (MOA or MOU), which establishes the broad terms and conditions for reciprocal and/or cooperative T&E activities. Acquisition or production programs and the provision of educational and training services are outside the scope of TEP MOAs/MOUs. The T&E Program is authorized by Title 10 United States Code Section 2350l and allows the SECDEF to enter into an IA (IA) with a foreign country or international governmental organization to provide for the testing of defense equipment at the other's test facilities. The legislation envisions payment of costs based on the direct costs incurred by the providing party plus indirect costs as mutually agreed in the governing IA, as determined by the Director of Operational Test and Evaluation (DOT&E) per SECDEF delegation of authority. T&E activities are normally carried out using two types of subordinate mechanisms; PAs and Loan Arrangements (LAs). The appropriate MOA/MOU usually contains templates for these documents. If not, proponents should consult with SAF/IAPC for assistance in developing requisite documentation. **(T-0).**

4.2.1. Reciprocal Use of Test Facilities (RUTF) PA. RUTF PAs describe a fee-for-service relationship in which testing services are provided at preferred (less than full cost of recovery) rates. Testing under a RUTF PA may be conducted for the purposes of developmental, operational, and live-fire T&E. RUTF PAs are considered IAs but do not require coordination at the OSD level. The U.S. signatory authority is the Director, Operational Test & Evaluation. **(T-2).**

4.2.2. Cooperative T&E (CTE) PA. CTE PAs allow for the conduct of T&E projects under the terms of the applicable TEP MOA/MOU. Unlike RUTF PAs, CTE PAs do require coordination at the OSD level. They are also signed by the DOT&E. **(T-2).**

4.2.2.1. The PA brings allies or coalition partners together to assess materiel interoperability for collation operations and determine solutions to identified problems; evaluate U.S. and coalition partner(s) technical and operational concepts, and recommend improvements; increase coalition mission capability, using materiel quantitative data for analysis; validate developmental and/or operational testing methodologies that have coalition operations applications; improve modeling and simulation validity and interoperability with field exercise data; provide feedback to the acquisition and joint/coalition operations communities; and improve joint/coalition materiel tactics, techniques, and procedures.

4.2.2.2. Identifying and annotating a program manager (PM) and test manager with accompanying responsibilities in the RUTF or CTE PA is critical to program success. **(T-2).**

4.2.3. Project Equipment Transfer or Equipment and Material Transfer. Project Equipment Transfer or Equipment and Material Transfer is a term used in a number of MOAs under the RDT&E Program. When processed as a stand-alone, they are essentially loan agreements and the USAF processes them as LAs (see [Chapter 2](#)). (T-2).

**4.3. T&E Documentation Requirements.** A PA, SSOI, and DDL are required for T&E PAs as described in [Chapter 2](#) of this AFMAN. Prior to developing this documentation, the project proponent must first develop a one-page project proposal for OSD DOT&E's consideration. (T-2).

4.3.1. One-page Project Proposal. For RUTF, CTE, and Equipment and Material Transfer PAs under a TEP MOA/MOU, the project USAF proponent is responsible for drafting a short proposal summary to develop the agreement (format at [Attachment 4](#)).

4.3.2. The proposal is submitted to SAF/IAPC for further submission to the office of the Director of Operational Test & Evaluation (DOT&E) in OSD. Once DOT&E issues an Approval in Principle (AIP) letter granting the proponent's request, the proponent, working with SAF/IAPC, drafts the PA, SSOI, and DDL (as needed). (T-2).

#### **4.4. T&E Process.**

4.4.1. Initiation. The T&E process follows the same procedures outlined in paragraphs' 2.4.1. and 2.4.2.

4.4.1.1. U.S. Requested Services or Equipment from Foreign Partners. For RUTF projects requested by the U.S., the USAF proponent must draft a one-page proposal summary to develop a RUTF PA as described in [paragraph 4.3.1](#). (T-2). DOT&E submits the proposal summary to the foreign partner and requests the Managing Agent (MA) provide an Approval in Principle (AIP) letter if the partner providing the service can support the request. (T-2).

4.4.1.2. Foreign Partner Requested Services or Equipment from the U.S.. Foreign partners submit RUTF proposal requests to DOT&E who in turns forwards USAF related proposals to SAF/IAPC. SAF/IAPC coordinates the request with the Director of the USAF, Test and Evaluation (AF/TE) to determine if the facility can support the requested test and if the test can be supported during the requested time period. If the proposed test can be supported, SAF/IAPC provides concurrence to DOT&E on the issuance of an AIP letter to the partner requesting the service. (T-2).

4.4.1.3. CTE PAs. AIPs are required for CTE PAs and follow the same guidance as for RUTF PAs, with the caveat, AIPs for CTE are dually signed by both the U.S. and the foreign partner. (T-2).

4.4.1.4. PETs can usually take place directly under a TEP MOAs/MOUs or as part of a RUTF PA or CTE PA. (T-2).

4.4.2. Procedures for Staffing, Development, and Negotiation. After DOT&E approval, SAF/IAPC assists the proponent in drafting standard IA staffing documents (draft PA, SSOI, and DDL, if required), staffs the documents within HQ USAF for approval, and then negotiates the PA, as outlined in [paragraph 2.4.4](#). SAF/IAPC will then submit the draft PA and SSOI to DOT&E. For CTE PAs, DOT&E sends the documentation to OUSD(A&S)/IC for RAD.

**Note:** For RUTF PAs, coordination is not required at the OSD level. At this stage, the RUTF PA is ready for DOT&E signature.

4.4.3. Final Review and Approval. Once the USAF and the foreign partner reach agreement on the PA/LA text, SAF/IAPC seeks RFA for RUTF, PETs, and CTE PAs through OSD DOT&E. DOT&E will put in a RFA notification to OUSD(A&S) at least 15 working days prior to the planned signature date of the PA. OUSD(A&S) will staff the final draft of the agreement with appropriate OSD offices, MILDEPs, DoS, and DoC under a 15 day silence procedure. Additionally, the PA is sent to Congress for notification at least thirty days prior to U.S. signature. After the time period lapses, and no issues are identified, DOT&E is authorized to sign the agreement.

4.4.4. Post-Signature Requirements. After signature, DOT&E complies with appropriate Case-Zablocki Act procedures and provides a copy of the signed PA to SAF/IAPC. SAF/IAPC then provides a copy to the proponent for execution of the project in accordance with the terms of the PA and to SAF/IAPT when there is a DDL involved.

#### **4.5. Roles and Responsibilities for the Test and Evaluation Program.**

##### **4.5.1. SAF/IAPC will:**

4.5.1.1. Assist USAF proponents participating in the T&E Program through technical assistance and advisory support in drafting relevant documents, along with any interfacing required with DOT&E.

4.5.1.2. Coordinate, negotiate, and conclude T&E Program IAs in accordance with the applicable procedures in [Chapter 2](#) and the special procedures described in this Chapter.

4.5.1.3. Ensure program or project agreement identifies an assigned PM and test manager with accompanying responsibilities.

##### **4.5.2. SAF/IAPT will:**

4.5.2.1. Review T&E PAs and supporting documentation, including the DDL, to ensure consistency with national and USAF disclosure policy guidelines, and export control regulations.

4.5.2.2. Receive and approve DDL from local FDO.

##### **4.5.3. SAF/GCI will:**

4.5.3.1. Review proposed T&E PAs, amendments, withdrawals, terminations, and supporting documentation to ensure consistency with U.S. law, regulations, and policies.

4.5.3.2. Participate in ICATs, as necessary.

4.5.3.3. Provide expert legal advice for IAC-related matters and support negotiation of IEAs/DEAs.

4.5.3.4. In coordination with the appropriate subject matter experts, resolve questions regarding a party's compliance with the terms of an IA that cannot be settled by informal discussions between the responsible offices.

##### **4.5.4. AF/TE will:**

4.5.4.1. Review staffing packages to ensure consistency with USAF T&E policy and compliance with USAF T&E objectives.

4.5.4.2. Assist in identifying and determining if USAF facilities can support RUTF requests from foreign partners and if the test can be supported during the requested time period.

4.5.4.3. Provide appropriate personnel as members of ICATs, negotiation teams, and delegations at international forums and meetings, as required.

4.5.5. Proponents will:

4.5.5.1. Seek T&E cooperation opportunities with potential partner nations and international governmental organizations for mutual benefit. **(T-2)**.

4.5.5.2. Develop staffing documentation, with assistance from SAF/IAPC, required for participation in the T&E Program. **(T-2)**.

4.5.5.3. Execute approved T&E projects in accordance with the terms of applicable IAs. **(T-2)**.

4.5.5.4. Designate a PM and test manager for RUTF or CTE PAs. **(T-2)**.

## Chapter 5

### THE FOREIGN COMPARATIVE TESTING (FCT) PROGRAM

**5.1. Purpose and Objectives.** The purpose of the FCT Program is to find and evaluate foreign technologies, products, or military equipment that has the potential to meet U.S. needs. The FCT Program provides funding for Test and Evaluation (T&E) of foreign products from early developmental prototypes to products already in use by foreign militaries. The U.S. does not have a monopoly on good ideas and one way to innovate is to seek out and leverage new technologies and approaches with our friends and allies. FCT seeks products developed by partner nations to determine if they satisfy U.S. military requirements or correct mission area shortcomings. The program aims to improve the U.S. warfighter's capabilities through rapidly fielding quality military equipment, 12 to 24 months after a project receives funding. Additionally, the program aims to reduce duplication in R&D, enhance standardization and interoperability, improve cooperative support, and promote competition and international technology exchange.

**5.2. FCT Program Background.** The FCT Program focuses efforts on identifying and testing items and technologies of our allies and other friendly nations that have a high Technology Readiness Level in order to satisfy valid defense requirements more quickly and economically. It supports DoD and USAF policies of encouraging international cooperation and helps reduce overall DoD acquisition costs by facilitating the procurement of foreign NDI. The program is managed by the Director, Comparative Technology Office (CTO). CTO is administered under the Deputy Assistant Secretary of Defense for Prototyping & Experimentation (DASD(EC&P)) in the Assistant Secretary of Defense for Advanced Capabilities (DASD(AC)) through the Under Secretary of Defense for Research and Engineering (USD(R&E)) office. The FCT Program is funded under the defense-wide RDT&E appropriation. More information and guidance can be found at the OSD CTO website (<https://www.acq.osd.mil/ecp/programs/cto.html>) and in the OSD CTO Handbook. Proponents should consult the website regularly and refer to the Handbook when contemplating an FCT proposal. SAF/IAPC will normally request OSD funds for a FCT project duration of no more than two years. If adequately justified, OSD may approve funding for complex or high-cost systems for a longer period. USAF personnel will not use the FCT Program for exploitation, intelligence-gathering purposes, or to test U.S. systems. FCT is authorized under Title 10 United States Code Section 2350a(g). The FCT Program is directed by DoDD 5000.01, and DoDI 5000.02. Contracting using other than full and open competition for acquisitions of test articles and associated support services from a designated foreign source under the DoD Foreign Comparative Testing Program is authorized by Defense Federal Acquisition Regulation Supplement 206.302-1(b).".

5.1.1. Contracting Guidance. USAF contracting officers may purchase test articles and associated test support services from foreign sources in accordance with the requirements of the FAR. Test articles may also be obtained by lease or loan through an IA.



5.1.2. Foreign T&E Data. Pertinent T&E data obtained from foreign governments and manufacturers may be useful in reducing duplication of T&E effort and costs. Existing Memorandums of Agreement (MOAs) and Information Exchange Annexes (IEAs), when appropriate, will be used to facilitate exchange of FCT data. For countries where no appropriate agreements exist, T&E data may be obtained via a contract or a separately negotiated agreement. Classified or sensitive U.S. test data will be provided to the foreign governments or manufacturers only in strict accordance with DOD Manual 5200.1 Volumes 1 thru 4 “DoD Information Security Program”, DoD Directive 5230.11 “Disclosure of Classified Military Information to Foreign Governments and International Organizations”, U.S. disclosure policy, and export controls. (T-2).

**5.3. The FCT Proposals.** There are three FCT proposal formats: the FCT Project Nomination Form, the Draft Proposal, and the Final Proposal. They are designed to be submitted chronologically to reduce paperwork to a minimum while providing the highest quality USAF proposals. (T-2).

5.3.1. The FCT Project Nomination Form ([Attachment 5](#)). Proponents submit this document to SAF/IAPC at any time as the first step in the FCT process. The document is a one-page summary of the FCT proposal that answers basic questions about the effort. SAF/IAPC uses this summary form to determine which proposed projects should move to the next step, the Draft Proposal.

5.3.2. The Draft FCT Proposal Format. The Draft Proposal should be concise and contain all information required by OSD on the CTO website (<https://www.acq.osd.mil/ecp/programs/cto.html>). Proposals must use the most current version of the format. (T-2). Proponents should consult the CTO Handbook, also found on the CTO website, for an explanation of the required information and sample proposals. Proponents should work closely with SAF/IAPC when developing the Draft Proposal.

5.3.3. The Final FCT Proposal. The Final Proposal is in approximately the same format as the Draft Proposal, however, it requires more detail and OSD considers it a finished product upon submission. OSD evaluates all Final Proposals received and approves the highest rated proposals for funding. The proponent and SAF/IAPC work together closely at this point in the FCT process.

**5.4. FCT Program Process.** Proponents should design FCT projects to evaluate whether test items satisfy validated USAF requirements and provide best value. The acquisition strategy should reflect these factors and support a procurement decision if the project satisfies both factors. An FCT project proposal must describe clearly the candidate item for test and the purpose of the evaluation. (T-2).

5.4.1. FCT Project Criteria. The selection or rejection of a candidate item as an FCT project will depend on the extent to which a proposal satisfies the following criteria:

- 5.4.1.1. Provides a solution to a valid USAF requirement for which there is no existing U.S. system; or
- 5.4.1.2. Is an alternative to a U.S. system under development and the foreign item appears to offer significant cost, schedule, or performance advantages; or
- 5.4.1.3. Has the potential to correct an operational deficiency or shortcoming; or

5.4.1.4. Presents an alternative for military equipment, munitions, or a related technology or manufacturing process.

**5.5. Proposal Considerations.** The proponent submits a written summary documenting a thorough market investigation from a FedBizOps Sources Sought or Request for Information to determine availability of similar equipment, and identifies potential U.S. and partner country vendors. (T-2).

5.5.1. If a domestic contender is identified through the *FedBizOps* solicitation or is planned, the domestic contender must be evaluated with USAF funds or the proposal is withdrawn from competition.

5.5.2. The proponent indicates a serious intent to procure equipment that meets requirements and demonstrates best value to the USAF by having an endorsement letter from a General Officer or Senior Executive Service (SES) civilian who has authority to identify procurement and support funds in the Future Years Defense Program.

5.5.3. The candidate project offers, where applicable, potential for establishing a U.S. source to produce, under license, foreign-designed equipment or technologies.

5.5.4. The proponent is willing to share test costs, and the proposal addresses the willingness of the foreign government or industry to absorb all or part of the costs associated with providing test articles.

5.5.5. The proposal addresses allied interoperability and support considerations (e.g., is the item or system in, or about to enter, service with one or more allies or friendly countries?).

5.5.6. The proposal indicates the level of interest from other DoD Components in this effort.

5.5.7. The proposal identifies required security and disclosure plans associated with the test of the proposed equipment (e.g., security classifications, access requirements, and transfer of test articles, data, designs, and reports.)

5.5.8. The proposal does not contain funding for a domestic candidate.

5.5.9. The proposal does not contain or is an R&D effort.

**5.6. The FCT Proposal Timeline.** The following timeline is used to generate, review, and approve all FCT project proposals:

5.6.1. *December:* SAF/IA sends call letters to MAJCOMs, with copies to appropriate HQ USAF offices, soliciting USAF FCT nominations.

5.6.2. *February:* FCT Project Nomination Forms summarizing proposals are due to SAF/IAPC for review.

5.6.3. *February-April:* After passing initial screening at HQ USAF, proponents work with SAF/IAPC, the appropriate Program Element Monitors, foreign industry, and others to generate Draft Proposals and build or update integrated product teams.

5.6.4. *April:* Draft Proposals are due to SAF/IAPC for review.

5.6.5. *May:* Final Proposals are due to SAF/IAPC for review and delivery to OSD on approximately 1 June. OSD begins its final review and preparation for proposal presentations to the OSD FCT Review Committee.

5.6.6. *June through August:* SAF/IAPC coordinates with the OSD FCT Review Committee and other offices, as required, and briefs USAF project proposals. Proponents may be required to brief or provide other support for their projects during this stage of the process.

5.6.7. *September - October:* OSD notifies the USAF of approved projects and distributes funds so that projects can start as soon as funds are available. OSD may conduct an annual FCT kickoff meeting for all approved projects. Proponents must attend the kick-off meeting.

5.6.8. FCT Reports. OSD requires the USAF to submit monthly financial reports and Quarterly Progress Reports (QPRs). Both reports are typically one to two pages in length and should be consistent with the OSD CTO format provided by SAF/IAPC to the proponent. OSD also prepares an annual year-in-review report to document FCT successes for the previous fiscal year. Finally, at the conclusion of an FCT project, the USAF must submit final test and close out reports to OSD CTO. **(T-0)**. The OSD CTO FCT Handbook provides guidelines on content, due dates, templates, and so forth to ensure consistency in report submissions. The Handbook is located at the CTO website at <https://www.acq.osd.mil/ecp/programs/cto.html>.

## **5.7. Roles and Responsibilities for the Foreign Comparative Testing Program.**

### **5.7.1. SAF/IAPC will:**

5.7.1.1. Administer the FCT Program for the USAF.

5.7.1.2. Review, staff, and prioritize FCT nominations submitted by USAF proponents prior to submission to OSD.

5.7.1.3. Submit USAF FCT proposals to OSD in accordance with the published FCT timeline.

5.7.1.4. Notify FCT project proponents of approved projects after receiving formal notification from OSD. This notification will include any specific OSD guidance, recommendations, or restrictions regarding projects.

5.7.1.5. Distribute FCT funds to approved projects in accordance with OSD direction. **(T-2)**.

5.7.1.6. Provide monthly financial reports and QPRs on approved projects to OSD.

5.7.1.7. Submit T&E plans required by OSD prior to the start of testing.

5.7.1.8. Submit final reports to OSD.

5.7.1.9. Prepare and submit the USAF input for the annual year-in-review report.

### **5.7.2. Proponents will:**

5.7.2.1. Seek opportunities within the acquisition process to identify, evaluate, and obtain for T&E purposes alternative foreign systems, equipment, or technologies to determine whether they can satisfy USAF requirements and offer significant advantages in cost, schedule, or performance. **(T-2)**

5.7.2.2. Submit an FCT Project Nomination Form for each proposed FCT project. **(T-2)**

5.7.2.3. Submit Draft and Final Proposals for projects to SAF/IAPC as described in this Chapter. **(T-2)**

5.7.2.4. Support SAF/IAPC proposal prioritization, as requested, with technical briefings presented by project proponents. **(T-2)**

5.7.2.5. Conduct FCT projects in accordance with the approved proposals. (T-2)

5.7.2.6. Plan, program, and budget for supplemental funding for test project execution to demonstrate USAF commitment. **(T-2)**

5.7.2.7. Prepare and submit to SAF/IAPC QPRs on approved projects no later than 20 working days after the end of each quarter. Report on the financial execution of FCT projects in accordance with the current guidelines posted on the OSD CTO website. **(T-2)**

5.7.2.8. Prepare final test and close out reports in accordance with the current guidelines posted on the OSD CTO website. **(T-2)**

## Chapter 6

### THE ENGINEER AND SCIENTIST EXCHANGE PROGRAM (ESEP) AND ADMINISTRATIVE AND PROFESSIONAL EXCHANGE PROGRAM (APEP)

**6.1. Purpose and Objectives.** This chapter describes the processes and procedures for the Engineer and Scientist Exchange Program (ESEP) and the Administrative and Professional Exchange Program (APEP), both of which are part of the Defense Personnel Exchange Program .

6.1.1. ESEP. A program that enhances the political and scientific needs of the U.S. by assigning civilian and military engineers and scientists to foreign government or DoD facilities to perform Research, Development, Test and Evaluation (RDT&E) work. These assignments focus in the areas of Biological and Physical Sciences, and General Engineering.

6.1.2. APEP. A program to assign civilian or military personnel who are specialists in administrative, finance, health, legal, logistics, planning, and other support functions to foreign or DoD facilities. APEP provides on-site working assignments for foreign personnel in U.S. defense (government) establishments, and for U.S. personnel in foreign defense (government and contractor) establishments. The Under Secretary of Defense for Policy is responsible for the administration of the APEP.

### 6.2. ESEP and APEP Program Background.

6.2.1. The USAF pursues these programs with allied and friendly nations as part of the IAC portfolio. These programs serve the purposes of 1) advancing U.S. political and military objectives through scientific and professional exchange; 2) enhancing the technology base of the U.S. via international engagement; and 3) building and maintaining cooperative relationships with our international partners. A key element of the programs is the requirement that the placements meet the technological and political goals of the U.S., and therefore all placement selections are made in a thorough and rigorous manner to ensure that the programs meet overarching political/military, scientific and professional goals.

6.2.2. ESEP/APEP help the USAF stay abreast of concepts, ideas, approaches, and technologies developed in other nations, provide a foundation upon which to build future collaborative efforts, and provide career broadening opportunities for Airmen. ESEP/APEP are managed through MOAs, which assign MILDEPs as the Executive Agent (EA) for the agreement and require the appointment of a Managing Agent (MA) to handle the day-to-day execution of the ESEP/APEP agreement. For those MOAs where the USAF is the designated EA, SAF/IAPC carries out those responsibilities that include negotiating the original agreement, periodic review of the agreement for currency and possible amendment, and acting as the single point of contact (POC) for the other party.

6.2.3. ESEP/APEP placements will be done in a way that ensures mutual benefit of the participating nations. Assignments in ESEP/APEP provide full-time, on-site work for U.S. and foreign military and civilian personnel as an integral part of the government establishment of the other nation. These assignments also build organizational and personal ties that often survive long after the duration of any specific assignment, thereby providing a foundation upon which to build future international cooperative efforts.

6.2.4. The legal basis for all DoD personnel exchange and assignment programs is found in 10 USC § 311. DoDD 5230.20 and DoDD 5530.3 provide DoD policies and responsibilities for visits and assignments of foreign nationals to DoD Components.

### **6.3. ESEP/APEP Program Requirements.**

#### **6.3.1. Funding.**

6.3.1.1. The parent organization, the component of the DoD/MOD to which exchange personnel belong, bears the costs of carrying out its participation in the ESEP/APEP, including the permanent change of station (PCS) costs of its participants. The host organization, the location where exchange personnel are assigned for duty, will bear the expenses for official temporary duty (TDY) conducted on behalf of the host. The parent organization will pay for any other travel of ESEP/APEP personnel for administrative purposes. **(T-2).**

6.3.1.2. For USAF civilian personnel selected for overseas assignment, and within budgetary limitations, SAF/IAPC will provide funding for PCS moves, TDY for language training, and the administrative overhead of the program. The parent organization will continue to pay the salary for civilian ESEP/APEP participants. **(T-2).**

6.3.1.3. For USAF military personnel selected for overseas assignment, the PCS move is conducted in accordance with established USAF procedures. **(T-2).**

6.3.2. Leave. USAF personnel in foreign organizations and foreign personnel in USAF organizations under an ESEP/APEP assignment may observe the holiday schedule of either the U.S. or host nation as mutually agreed. Annual and sick leave will be granted according to the entitlements of the parent organization, subject to the approval of the appropriate authorities of the host organization. **(T-2).**

6.3.3. Position Description. A Position Description (PD) describing the work that the ESEP/APEP participant is to perform will be developed for both USAF and foreign personnel participating in the exchange program. Participants in the ESEP/APEP remain in the employment of their parent organizations during their assignments. USAF ESEP/APEP managers will ensure USAF personnel receive foreign assignments that require involvement in a specific area or application that is of mutual interest to both countries, and maximizes, as much as possible, benefits to the USAF. **(T-2).**

#### **6.3.4. Length of Assignment.**

6.3.4.1. Participating USAF and foreign personnel normally will be assigned in the host country for a defined period between 12 to 24 months. SAF/IAPC will consider assignments for less than 12 months or greater than 24 months on a case-by-case basis. **(T-2).**

6.3.4.2. Requests for extensions for USAF-hosted foreign nationals will be made through the host organization to SAF/IAPC. USAF host-units will ensure the local MAJCOM/Agency Foreign Disclosure Office (FDO) is notified of the extension. **(T-2).**

6.3.4.3. Requests for extension of USAF ESEP/APEP participants will be made through the host organization to SAF/IAPC for coordination with affected USAF offices. **(T-2).**

6.3.5. Limitations. The assignment of foreign ESEP/APEP personnel will not be used for training purposes or in combination with Foreign Liaison Officer (FLO) activities in support of Foreign Military Sales. The only training that may be conducted under ESEP/APEP is to familiarize, orient, or certify assigned personnel regarding unique aspects of their positions. ESEP/APEP will not be used for the purpose of augmenting staff positions or as a means to obtain personnel resources beyond authorized manning levels. ESEP/APEP personnel may not be used as a conduit for exchanging technical data or other controlled information between the governments. ESEP/APEP participants will not act as representatives of their government. Foreign personnel may not be assigned to a U.S. contractor facility. **(T-2).**

6.3.6. **Applications for the ESEP/APEP.** For ESEP/APEP applications for military personnel, the nominating command will send applications to SAF/IAPC for consideration. For ESEP/APEP applications for civilian personnel, the nominating command will submit applications to Air Force Personnel Center (AFPC) IAW the Civilian Development Education Program process. **(T-2).**

6.3.6.1. An application letter from the individual desiring the assignment to his or her commander requesting consideration for the program. **(T-2).**

6.3.6.2. Professional Résumé, including skills and interests. **(T-2).**

6.3.6.3. College Transcripts. Unofficial, legible copies are acceptable. **(T-2).**

6.3.6.4. Performance Reports. Copies of the last three Officer Performance Reports (OPRs) or Civilian Performance Evaluations. **(T-2).**

6.3.6.5. Defense Language Aptitude Battery and/or Defense Language Proficiency Test results. **(T-2).**

6.3.6.6. Medical Certification. During the application phase, ESEP/APEP applicants must submit a simple medical statement in memorandum format certifying suitability of the entire family for duty overseas. **(T-2).** Selected personnel in the ESEP/APEP program will be required to submit an AF Form 1466, *Request for Family Member's Medical and Education Clearance for Travel*. **(T-2).**

6.3.6.7. A summary of career broadening objectives.

6.3.6.8. Endorsement letter from the parent organization. This letter should state full support for the candidate's application, the acknowledgment that the individual will remain on the parent organization Unit Management Personnel Roster for the duration of the assignment (including language school, if applicable) and that the endorsing command will establish an overseas Operating Location (OL) to support the assignment.

6.3.6.9. An endorsement letter from a USAF General Officer/Senior Executive Service in the nominee's chain of command describing the value the proposed placement will provide. A statement will be included that outlines why the individual being placed is the best candidate to help realize these benefits. Other pertinent inclusions in the endorsement letter are a statement on why the placement will provide benefit to the host country and political/military considerations that need to be addressed (if any). **(T-2).**

6.3.6.10. A list of all of the participating ESEP countries ranked highest to lowest, and an explanation of why the candidate ranked the applicable country highest. If a specific laboratory/organization is requested, a technical rationale should be provided, including a description of the work that is being performed at the site and how this work relates to USAF technical goals. If more than one laboratory/organization is suggested for placement, a ranking of preference should be provided. The letter should also tell why the applicant wants to participate in the ESEP/APEP program and why he or she would be successful. (T-2).

6.3.6.11. Additional Endorsement Letters. Candidates may provide additional letters of recommendation if desired.

**6.4. ESEP/APEP Program Process.** ESEP/APEP are implemented through formal bilateral agreements concluded pursuant to DoDD 5530.3. Each agreement typically addresses management arrangements, personnel selection criteria, financial and administrative matters, intellectual property rights, and security. ESEP/APEP agreements are processed using the procedures outlined in **Chapter 2 (T-0)**.

**6.4.1. Foreign ESEP/APEP Personnel at USAF Facilities.** There are two standard milestones for ESEP/APEP placements as stated in enabling agreements. Nations that are nominating participants are normally expected to initiate the placement process at least nine months prior to the intended arrival date, and receiving nations are expected to have approved positions at the host organization 4 months prior to the arrival date. To meet these timelines, the USAF will use the following procedures for placing foreign exchange personnel at its facilities:

6.4.1.1. Nomination. Foreign governments submit their candidate résumés to the appropriate EA for placement. In the cases where the USAF is the EA for an ESEP/APEP agreement, the USAF Office of Scientific Research (AFOSR) will process the nomination package using appropriate procedures found in the following paragraphs. If another MILDEP or Defense Agency has been designated as the EA, that EA will send appropriate résumés to AFOSR. (T-2).

6.4.1.2. ESEP Placement. Foreign candidates will be processed in groups, whenever possible. When the USAF is the EA, AFOSR will coordinate with other MILDEPs/Agencies to decide who will attempt to place each foreign candidate based on résumé content. If necessary, embassy representatives will be asked to clarify candidate qualifications. In those cases where USAF is the logical choice for placing a candidate, AFOSR will identify a prospective USAF host organization; forward the résumé of the candidate to that organization and include the host organization's relevant MAJCOM; and begin working with the MAJCOM and host organization to explore options and draft appropriate staffing documents. (T-2).

6.4.1.3. Development of the ESEP/APEP Placement Package. The prospective MAJCOM and host organization, with the assistance of AFOSR, will develop the documents necessary to support the placement of the foreign ESEP/APEP candidate at its location. The placement package includes the PD (presented later to the applicable foreign government for approval), an Extended Visit Authorization, a DDL, and a Security Plan (SP). Because the approval level and timing of these documents vary depending on the



level of the proposed information release, there are two paths for staffing the placement package:

- 6.4.1.3.1. Within 3 weeks of receiving the résumé of a foreign ESEP/APEP candidate, the potential host organization will forward a formal letter to SAF/IAPC, AFOSR, and courtesy copy their MAJCOM, indicating interest in placing the foreign candidate. (T-2). This letter will include a draft PD. (T-2). Alternatively, the potential host will decline formally within the same time period if the proposed candidate cannot be placed at that facility. (T-2). This allows time for AFOSR to seek an alternative location for the ESEP/APEP candidate. (T-2).
- 6.4.1.3.2. Once the potential host organization has agreed to place the individual, the host organization will send AFOSR the full placement package, including a revised PD if appropriate, within 6 weeks, under signature of the appropriate commander. (T-2). The host organization will courtesy copy the host organization's MAJCOM. (T-2).
- 6.4.1.4. Foreign Disclosure. The disclosure guidance for USAF-hosted ESEP/APEP personnel is defined in an approved extended visit authorization and DDL, if required. ESEP/APEP exchanges at a U.S. facility who is only working with public-domain information does not require a DDL. All other ESEP/APEP exchanges at a U.S. facility require a DDL. Extended visit authorizations for ESEP exchanges that fall under the general ESEP DDL covering unclassified information, including Controlled Unclassified Information (CUI), are approved at the local FDO level. SAF/IAPT approves all DDLs to support ESEP/APEP positions that require access to unclassified and classified information.
  - 6.4.1.4.1. Foreign participants desiring to retain information and documents after completion of their assignment (regardless of type of information) must make a request through his or her embassy. (T-2). Documents cleared for public release are the only exception to this policy.
  - 6.4.1.4.2. USAF exchange personnel in foreign countries will have access to information as described in the applicable ESEP/APEP agreement, and, as authorized by the disclosure authority of the host organization, on a need-to-know basis. (T-2). USAF exchange personnel may not pass documents or information to a DoD organization or the U.S. Embassy, or any of its establishments, without prior written approval from the disclosure authority of the host organization.
- 6.4.1.5. Security. A SP is developed to provide the supervisor of an ESEP/APEP participant with security information supporting exchange activities at the organization and work center level. The author of the SP must tailor it to a specific position supporting specific requirements. The SP will not be shared with the foreign national. (T-2). It is intended to be a source of information to those working with, supporting, or exposed to the activities of the long-term foreign visitor.
  - 6.4.1.5.1. AFI 17-130, *Cybersecurity Program Management*, and AFMAN 17-1301, *Computer Security (COMPUSEC)*, contain guidance on the approval process for allowing foreign ESEP/APEP personnel access to USAF information systems. Host organization security managers should work with prospective supervisors of foreign

exchange personnel to obtain appropriate access prior to the arrival of the individual. **(T-2).**

6.4.1.5.2. Procedures for Positions Only Requiring Access to Unclassified Information. Upon receipt of the full placement package, AFOSR will transmit the USAF-approved PD to the foreign embassy for acceptance and copies of the complete nomination package to SAF/IAPC, SAF/IAPT, and the appropriate MAJCOM FDO and unit FDO. **(T-2).**

6.4.1.5.3. Procedures for Positions Requiring Access to Classified Information. When a unique DDL must be drafted and approved for an ESEP/APEP exchange, AFOSR will form a virtual International Cooperation Agreement Team (ICAT) to assist the host organization in developing all the placement package documents. **(T-2).** The ICAT will consist of representatives from SAF/IAPC, SAF/IAPT, relevant SAF/AQ directorates, the host organization and applicable MAJCOM, the applicable FDO(s), the prospective supervisor at the host organization, and the supporting security manager, as required. The documents developed by the ICAT will be circulated to all members for comment. Once agreement is reached within the ICAT on the required documents, the host organization will forward the completed package with a formal letter of support to AFOSR. The goal for completing the activity of the ICAT is four weeks, but it will not adjourn until all stakeholders agree on the approach and associated documents. Upon receipt of the full placement package, AFOSR will transmit the USAF-approved PD to the foreign embassy for acceptance.

6.4.1.6. Preparation for the Arriving ESEP/APEP Candidate. The foreign embassy will notify AFOSR of the acceptance of the position by both the individual and the foreign parent organization, and the date of arrival. In turn, AFOSR will pass this information to the host organization, including the appropriate MAJCOM, and the prospective supervisor. Personal contact with the foreign ESEP/APEP participant is strongly encouraged prior to arrival in the U.S. A sponsor from the host organization, usually the supervisor, will be assigned to help settle the individual and his or her family. AFOSR will provide sponsors written guidance as to their responsibilities, best practices, cultural sensitivities, etc. In addition, at least 30 days prior to arrival, the embassy will submit a formal visit request through the Foreign Visits System (FVS). **(T-2).**

6.4.1.7. After Arrival of the Foreign ESEP/APEP Participant.

6.4.1.7.1. Immediately after the exchange participant arrives to the host unit, the supervisor in the host organization will discuss the program of work contained in the PD with the foreign participant. If this dialogue results in any proposed changes to the PD, they will be implemented locally, if possible, coordinated with the host organization's MAJCOM, and reported to AFOSR. **(T-2).** If changes to the PD require changes to U.S. information disclosure guidelines, approval by the appropriate FDO is required. **(T-2).** If local authorities cannot reach agreement on accommodating the PD changes, the issue will be referred to AFOSR and SAF/IAPC for resolution. **(T-2).**

6.4.1.7.2. AFOSR and the foreign embassy POC can provide information resources for the host organization supervisors and foreign ESEP/APEP participants. **(T-2).**

6.4.1.8. Performance Evaluations. The immediate USAF supervisor of each foreign participant is responsible for preparing a performance evaluation of the foreign personnel assigned to their organization. Performance evaluations shall be forwarded through the unit's MAJCOM to AFOSR at the completion of the assignment, or annually, depending on the length of tour. **(T-2).**

6.4.1.9. Administration of Foreign Personnel Assignments. Most of the details for administering ESEP/APEP assignments are contained in the governing MOA. The following subparagraphs summarize important points to consider:

6.4.1.9.1. General. Treatment of, and privileges accorded to, foreign exchange personnel will comply with applicable U.S. laws and DoD regulations. **(T-0).** Regulations governing the treatment of foreign visits will be consulted for specific information on how the host installation or activity may grant access to, and use of, facilities and services. Relevant publications are DoDD 5230.20, DoDI 1000.13, *Identification Cards for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals*, and DoDI 1330.21, *Armed Services Exchange Policy and DoDI 1330.17, Armed Services Commissary Operations*. In general, the foreign civilian exchange personnel will enjoy privileges similar to those enjoyed by USAF civilian employees of equivalent grade. Privileges not available to U.S. citizens as USAF civilian employees will not be granted.

6.4.1.9.2. Housing. The USAF is not responsible for providing housing or other services beyond those normally accorded to U.S. civilians or contract employees. The host organization, however, will assist the participant with local administrative matters, to include settling into the new position, providing leads on housing, identifying local transportation, and so forth. **(T-2).**

6.4.1.9.3. Use of Quarters. Use of visiting officer quarters may be authorized on a space-available, cost-reimbursement basis, as determined by the base commander. **(T-2).**

6.4.1.9.4. Use of Medical Facilities. Emergency use of DoD medical facilities is possible pursuant to any reciprocal health agreement with the respective foreign government. Typically, the foreign exchange personnel should obtain medical care in the civilian community. **(T-2).**

6.4.1.9.5. Inventions. Foreign exchange personnel assigned to USAF facilities will be required to execute agreements ensuring that inventions created in the performance of any work done on behalf of the U.S. will be made available for unlimited U.S. Government use under a royalty-free license. **(T-2)** Formats for making these commitments are contained in the specific ESEP/APEP agreement.

6.4.1.9.6. Proprietary Information. Foreign participants will be governed by at least the same limitations imposed on USAF personnel regarding the use of proprietary data and will not disclose such data to any third party or government without the expressed written permission of the originator or owner of the data. **(T-2).**

**6.4.2. USAF ESEP/APEP Personnel at Foreign Facilities.** The two standard milestones applicable for foreign ESEP/APEP placements in the U.S. also apply to USAF personnel nominated for assignment overseas. However, ESEP/APEP managers must account for a minimum of six months of language training, if required, prior to arrival at the assignment location. **(T-2).** SAF/IAPC should notify foreign nations of the desire to place ESEP/APEP individuals no later than six months prior to the beginning of language training or, if language training is not required, the intended arrival at the overseas assignment location. Receiving nations are expected to have approved the assignment three months prior to the beginning of language training, or arrival in country, as applicable. SAF/IAPC notification should include a résumé for the nominee in the format shown in the enabling MOA, and a statement regarding the timing of language training. To meet these timelines, SAF/IAPC will use the following procedures for placing USAF exchange personnel at foreign facilities: **(T-2).**

**6.4.2.1. Eligibility Requirements.** USAF personnel should meet the following requirements for consideration as exchange candidates:

6.4.2.1.1. Possess skills for, and interest in, an overseas assignment that has high potential for filling a gap in the USAF knowledge base. **(T-2).**

6.4.2.1.2. Be a First Lieutenant, Captain, GS-12, GS-13, DRI, or DRII. Higher grades may also be considered, on a case-by-case basis. **(T-2).**

6.4.2.1.3. Be an officer or civil servant with at least four years of experience by the time they arrive in country. Civil servants must have completed the probationary period. **(T-2).**

6.4.2.1.4. Applicants should have a master's degree. A waiver may be considered for persons without a master's degree if they have had extensive practical experience. A request for waiver must be included with the application. **(T-2).**

6.4.2.1.5. Applicants must successfully complete the Defense Language Aptitude Battery test, or be fluent in listening and reading based on the Defense Language Proficiency Test in the language of the host country. **(T-2).** Proficiency based on the Defense Language Proficiency Test in the host country language may waive the language training requirement.

6.4.2.1.6. The Rated Officer Assignments Section, AFPC, must approve rated military participation. **(T-2).** Approval must be included in the application package. **(T-2).**

6.4.2.1.7. Exceptional Family Member Program . Exchange participants have limited access to military medical facilities while overseas. Applicants and their families must undergo an Exceptional Family Member Program evaluation by their local medical facility and family advocacy office. **(T-2).** If approved to participate, an AF Form 1466 is required, clearing the applicant and his or her family. **(T-2).**

6.4.2.1.8. The Active Duty Service Commitment for military members is the Date Eligible for Return from Overseas and one year after PCS to CONUS from Overseas in accordance with AFI 36-2107, *Active Duty Service Commitments* . Civil servants incur a one-year commitment. **(T-2).**

**6.4.2.2. Selection of USAF ESEP/APEP Personnel.** The process for selection of ESEP/APEP personnel is as follows:

- 6.4.2.2.1. SAF/IAPC will convene and chair a selection panel. Generally the selection panel will consist of members from SAF/IAPC, AFOSR, and SAF/AQR, with AFRL as a non-voting member. Members from SAF/IAR, SAF/IAPT, SAF/AQH, and AF/A1 may also be included. **(T-2).**
- 6.4.2.2.2. The selection panel will approve/disapprove placements based on available funding for that year, political-military considerations, and technical priorities, as well as the package's strengths. **(T-2)** The selection panel may also make recommendations on country placement based on the applicant's prioritized country list.
- 6.4.2.2.3. SAF/IAPC will submit copies of the résumés for selected ESEP/APEPs to the designated U.S. Embassy or designated foreign POC located in the proposed host country approximately twelve months prior to the projected start of the overseas tour. **(T-2)** Selectees should be appropriately qualified in the language of the host country prior to arrival.
- 6.4.2.3. Placement. U.S. Embassy or designated foreign POCs will work with their host nation counterparts to develop proposed PDs and forward them to SAF/IAPC. SAF/IAPC will forward proposed PDs to applicants and supervisors for review and acceptance. After both sides agree on the PD and final placement location, there are a number of technical tasks that need to be accomplished or accounted for:
- 6.4.2.3.1. SAF/IAPC will work with the appropriate parent organization servicing Manpower Office to establish Unit Manpower Document Personnel Accounting Symbol (PAS) codes and assign exchange participants to the appropriate positions. The PAS codes and assignments are to be completed and active in the AFPC system at least four months prior to the start of the exchange tour.
- 6.4.2.3.2. The parent organization personnel office will issue move orders at least 90 days prior to departure to language training school (approximately nine months prior to the start of the ESEP tour). **(T-2).** Orders will cover language school and the assignment overseas. **(T-2).** The parent organization's personnel office will also conduct out-processing to include obtaining theater clearances and passports for the employee and family members, as needed, arranging for necessary physical examinations, shipment and storage of household goods and vehicles, and ensuring pay and insurance continuity. **(T-2).**
- 6.4.2.3.3. SAF/IAPC and AFOSR will provide all USAF ESEP/APEP participants with background information on the assignment, security requirements, foreign disclosure policy, the host government, and support arrangements at least 90 days prior to the move to the host country. **(T-2).**
- 6.4.2.3.4. Appropriate USAF overseas POCs (e.g., European Office of Aerospace Research & Development, Asian Office of Aerospace Research & Development, Southern Office of Aerospace Research & Development, Offices of Defense Cooperation (ODC), Joint U.S. Main Armament Group, Air Attaché, etc.) will provide assistance to the exchange participants and their families upon arrival overseas. **(T-2).** Participants and their families are authorized TDY enroute to the supporting base for administrative and in-processing activities before reporting to assignment at the host organization facility.

- 6.4.2.3.5. USAF civilian personnel, while participating in the ESEP/APEP program in the host country, will be entitled to a station housing allowance, if applicable. Civilian personnel may be eligible for available benefits normally accorded military personnel, to include use of U.S. commissaries, U.S. exchange facilities, U.S. Government medical facilities, and so forth. Generally, USAF ESEP/APEP personnel will locate their own housing, but may make requests for assistance of the designated support base or host organization.
- 6.4.2.4. After Arrival at the Host Organization. The exchange participant should meet with his or her supervisor as soon as possible after arrival to discuss the assigned PD and ensure that both agree on a complete program of work for the duration of the exchange.
- 6.4.2.5. Reports. During the assignment abroad, USAF participants will submit activity reports to SAF/IAPC, AFOSR, and their parent organization every 60 days and at the end of the assignment. **(T-2)**. These reports will include a summary of work performed; participation in conferences, symposiums, and other meetings; a description of information and data derived from the exchange; the title and date (and co-authors, if applicable) of papers and reports prepared; recommendations for follow-on cooperation (e.g., DEAs/IEAs); and “lessons learned” from the overall assignment and exchange program. **(T-2)**.
- 6.4.2.6. Return Assignment. SAF/IAPC will coordinate the return assignment with the parent organization of a civilian participant. Civilian participants return to their parent organization after completing their assignment. Returning military participants will work directly with AFPC to identify a return assignment. They may or may not return to their parent organization after completing their assignment, depending upon needs of the USAF. AFPC will update the personnel records of returning ESEP/APEP participants to indicate successful completion of an international assignment.

## **6.5. Roles and Responsibilities for Exchange Programs.**

### **6.5.1. SAF/IAPC will:**

- 6.5.1.1. Act as the EA for all ESEP/APEP agreements, in accordance with **Paragraph 6.2.2**
- 6.5.1.2. Act as the MA for USAF ESEP/APEP personnel exchanges.
- 6.5.1.3. Develop, maintain, and promulgate USAF ESEP/APEP policy guidance and oversee program implementation. (
- 6.5.1.4. Maintain oversight of the recruitment, screening, and placement process for all foreign ESEP/APEP participants. Participate in AFOSR-led ICATs, as required.
- 6.5.1.5. Plan, program, and budget funding to implement the ESEP/APEP for the USAF.
- 6.5.1.6. Provide oversight for the process for placing foreign ESEP participants at USAF facilities.
- 6.5.1.7. Administer the selection and placement processes of USAF ESEP/APEP participants in foreign countries.
- 6.5.1.8. Perform all necessary administrative functions needed to place USAF ESEP/APEP participants in language training and foreign assignments.

6.5.1.9. Serve as the liaison with U.S. overseas offices providing administrative support to USAF ESEP/APEP participants.

6.5.2. SAF/IAPT will:

6.5.2.1. Maintain a single ESEP DDL governing foreign ESEP participant access to CUI required to fulfill their responsibilities in approved placements.

6.5.2.2. Provide final approval of DDLs for positions requiring access to classified data.

6.5.2.3. Conduct foreign disclosure oversight of the USAF ESEP/APEP to ensure compliance with national disclosure and technology transfer policies and regulations.

6.5.3. AFOSR will:

6.5.3.1. Assist in the process of selecting USAF ESEP/APEP candidates for assignment overseas. **(T-2).**

6.5.3.2. Assist SAF/IAPC as the MA for ESEP/APEP personnel exchanges. **(T-2).**

6.5.3.3. Form and lead ICATs, as required. **(T-2).**

6.5.4. Prospective USAF Host Organizations will:

6.5.4.1. Review foreign ESEP/APEP candidate résumés provided by SAF/IAPC for potential placement of the individuals at the host location. **(T-2).**

6.5.4.2. Develop ESEP/APEP placement packages for foreign candidates in accordance with the procedures in this Chapter. **(T-2).**

6.5.5. USAF Host Supervisors will:

6.5.5.1. Develop documentation for the placement packages of foreign exchanges on behalf of the prospective host organization and in conjunction with appropriate supporting offices. **(T-2).**

6.5.5.2. Ensure all disclosures of U.S. information are in accordance with the applicable extended visit authorization and DDL. **(T-2).**

6.5.5.3. Work closely with assigned foreign exchange personnel to maximize the benefit of the exchange to the USAF and to the individual. **(T-2).**

6.5.6. USAF ESEP/APEP Participant Organization will:

6.5.6.1. Establish an Operating Location at the overseas research location. **(T-2).**

6.5.6.2. Initiate TCS/PCS orders. **(T-2).**

6.5.6.3. Maintain visibility of ESEP/APEP personnel's duties and work while participating in ESEP/APEP overseas, at a minimum through the bi-monthly reports. **(T-2).**

6.5.6.4. Write OPR/Civilian Performance Appraisals. **(T-2).**

6.5.6.5. Initiate return TCS orders for civilians. **(T-2).**

6.5.6.6. Write end-of-tour decorations/awards, as required. **(T-2).**

6.5.7. USAF Host Organization FDOs will:

6.5.7.1. Assist the host supervisor in developing placement package documentation. (T-2).



## Chapter 7

### THE INTERNATIONAL COOPERATIVE RESEARCH AND DEVELOPMENT (ICR&D) PROGRAM

**7.1. Purpose and Objectives.** The ICR&D Program promotes IAC activities with North Atlantic Treaty Organization (NATO) member states, NATO organizations, major non-NATO allies, and Friendly Foreign Countries (FFCs) by providing RDT&E funding to selected technology development and demonstration/validation projects that improve commonality, standardization, and interoperability.

**7.2. Background.** Initially, the ICR&D Program was developed and funded to improve what Congress perceived as inadequate cooperation between the U.S. and NATO nations in R&D. The program has since been expanded by Congress to include international participation by NATO, individual NATO member states, NATO organizations, major non-NATO allies, and FFCs. First enacted in the National Defense Authorization Act for Fiscal Year (FY) 1986, the legal authority behind the ICR&D Program was later codified in Title 10 United States Code Section 2350a by Public Law 101-189, the National Defense Authorization Act for FYs 1990/1991.

7.2.1. The ICR&D Program uses RDT&E funds and, within certain limitations common to this appropriation, the funds are available for obligation during two fiscal years. While many other sources of funds are used to pursue R&D efforts, this program provides funding to capitalize on cooperative opportunities. ICR&D programs must also satisfy the following requirements prior to the expenditure of any funds.

7.2.2. The SECDEF (delegated to OUSD(A&S)) must determine that the project will improve conventional defense capabilities through the application of emerging technology.

7.2.3. Projects must be conducted pursuant to a formal IA as described in [Chapter 2 \(T-2\)](#).

7.2.4. ICR&D funds cannot be used to procure equipment or services from any foreign entity. (T-2).

7.2.5. The foreign participant must provide an equitable share of the project costs. These project contributions cannot include any U.S. military or economic grants, loans, or other forms of assistance. (T-2).

### 7.3. ICR&D Program Process.

7.3.1. Guidelines for Allocating and Managing ICR&D Program Funds. Selection of projects to receive ICR&D Program funding is constrained by the forecasted availability of funds. Typical amounts provided to each project vary from \$100K to \$500K per year for up to two years, not to exceed a total of \$1M.

7.3.1.1. ICR&D Program funding is considered matching contributions. The USAF proponent must commit primary funding (equivalent to at least the amount being requested from the ICR&D Program) from their respective RDT&E PEs. This requirement is an affirmation that the cooperative project will satisfy AF requirements and the proponent is committed to the program. The sponsor's primary funding must be sufficient to complete meaningful portions of the cooperative project even if ICR&D supplemental funds were to be withdrawn from the effort. (T-2). The requirement to commit USAF funds matching the ICR&D request is for the total project, not necessarily within each FY. While a yearly

unbalanced framework is permitted, projects cannot be supported exclusively by ICR&D Program funds in any single FY. (T-2).

7.3.1.2. The commitment of the USAF funding must be coordinated with the Program Element Monitor for each PE. (T-2). Joint projects entailing participation by other DoD agencies and MILDEPs must also be coordinated with the organization involved and the MILDEP international program office. (T-2).

#### 7.3.2. Processes for Allocating and Managing ICR&D Program Funds.

7.3.2.1. Nomination and Review Process. SAF/IA established an approach to ensure each project nomination receives fair consideration in order to effectively and efficiently allocate resources. Identification of potential projects to receive ICR&D Program funding begins with the SAF/IA call for proposals issued in the second quarter of each fiscal year. Project proposals are due to SAF/IAPC at the end of the next quarter, (last working day of June). **Note:** The project nomination form does not replace the SSOI, rather it serves only to identify and evaluate candidate ICR&D projects for funding. Project offices will be required to prepare documentation to support development and negotiation of an IA (see [Chapter 2](#)) for any project receiving ICR&D funding. A draft form for use in nominating ICR&D project can be found at [Attachment 7](#). Proponents should consult with SAF/IAPC for the latest version of the nomination form.

7.3.2.2. General criteria considered by the panel includes the extent to which the proposed cooperative project: (1) delivers significant improvements in conventional capabilities to the USAF through the application of emerging technologies or processes; (2) directly addresses a documented USAF requirement; (3) benefits the U.S. more than would a U.S.-only effort, and the benefits outweigh the technology transfer or program risks inherent in the cooperative project; (4) delivers products to the acquisition community for incorporation in systems; and (5) supports the DoD and USAF Strategies. Specific criteria to be considered by the panel are described in the nomination form attached to the annual proposal call letter.

7.3.2.3. SAF/IAPC will call on selected HQ USAF and other offices to identify participants for the Review Panel. **Note:** Other Review Panel participants have included members from SAF/IAPT, SAF/IAPS, the Assistant Secretary for the USAF for Science, Technology, and Acquisition (SAF/AQR), and Assistant Secretary of the USAF for Acquisition, Special Programs (SAF/AQL). SAF/IAPC will provide all project nomination forms to each member of the Review Panel for evaluation. On behalf of the panel members, SAF/IAPC will issue any necessary requests for clarification. Typically, the panel process is completed within two weeks. During this period, project offices submitting nominations are expected to ensure their POC is available to answer questions about the proposed project. Project proponents may be asked to appear before the panel. Candidate projects prioritized below the threshold of forecasted available funding will be considered for future funding in the event additional funds become available, or if the IAs for the more highly ranked projects are not signed in time.

7.3.2.4. In August, SAF/IAPC will publish the Review Panel results, identifying those projects selected for ICR&D Program funding, their relative rank, and the funding amounts to be allocated to each project by FY.

7.3.3. Release of ICR&D Program Funds. ICR&D Program funds allocated to a particular cooperative project will not be released until the supporting IA has been signed. Following signature, SAF/IAPC will distribute ICR&D Program funds to the project financial management team.

7.3.3.1. At the beginning of each FY, SAF/IAPC will send the appropriate financial management office(s) an allocation letter identifying funding anticipated for both continuing and new projects for that year.

7.3.3.2. Following the signature of the annual National Defense Appropriation Act and receipt of the subsequent budget authority, SAF/IAPC will distribute ICR&D Program funds.

**7.4. Reporting Requirements.** Reporting requirements are necessary to accommodate management of the ICR&D Program and to ensure the continued viability of the ICR&D Program funds.

7.4.1. Quarterly Reports. For the period of the cooperative project, USAF project offices executing ongoing IAC projects using ICR&D Program funds must prepare and submit quarterly reports to SAF/IAPC according to the guidance provided by SAF/IAPC to the project offices. **(T-2)**. The format and specific contents of the quarterly report will be provided by SAF/IAPC to the project offices.

7.4.2. Monthly Financial Reports. For the period of the cooperative project, USAF project offices executing ongoing IAC projects using ICR&D Program funds must prepare and submit monthly summary financial reports to SAF/IAPC. **(T-2)**. The format and content of the reports can be found in [Attachment 7.2](#). Although project offices are not required to submit monthly financial reports until they have received actual funds, they are strongly encouraged to begin coordinating with financial POCs to ensure that funds can be obligated and expended in an efficient manner.

7.4.3. Project Final Reports. Project offices executing ongoing IAC projects using ICR&D Program funds or using the legal authority provided by Title 10 United States Code Section 2350a must submit three copies of each final report generated to SAF/IAPC upon the conclusion of the project. **(T-2)**.

**7.5. Roles and Responsibilities for International Cooperative Research and Development.**

7.5.1. SAF/IAPC will:

7.5.1.1. Plan, program, and budget for the ICR&D Program.

7.5.1.2. Conduct an annual call for project nominations seeking ICR&D Program funding.

7.5.1.3. Convene a HQ USAF Review Panel to evaluate nominated projects, determine which are candidates for ICR&D Program funding, and rank the candidates in order of merit.

7.5.1.4. Provide the HQ USAF Review Panel results to USAF proponent project offices identifying those projects selected for ICR&D Program funding, their relative rank, and the funding amounts to be allocated to each project by FY.

7.5.1.5. Following signature of the IA for a project identified to receive ICR&D Program funds, release the allocated funds.

7.5.2. Proponents will:

7.5.2.1. Seek opportunities for ICR&D Program cooperation with partner nations. **(T-2)**.

7.5.2.2. Prepare ICR&D Program documentation in response to the annual USAF call for project nominations. **(T-2)**.

7.5.2.3. Form ICATs for approved projects immediately upon notification of project approval and provide SAF/IAPC draft agreement staffing packages within three months. **(T-2)**.

7.5.2.4. Execute approved ICR&D Programs in accordance with the final signed agreement for that effort. **(T-2)**.

7.5.2.5. Submit final reports as described in this Chapter, **Chapter 2**, & **Attachment 7** **(T-2)**.

7.5.3. GCI will: Review proposed ICR&D Programs to ensure consistency with U.S. law, regulations, and policies.

## Chapter 8

### THE COALITION WARFARE PROGRAM (CWP)

#### 8.1. Purpose and Objectives.

8.1.1. The CWP is a supplemental Research, Development, Test, and Evaluation (RDT&E) funding stream administered by OUSD(A&S)/IC for DoD organizations (CCMDs, MILDEPs, and DoD agencies) to enhance and increase coalition capabilities in support of operational, technological, or political objectives. CWP promotes interoperability in support of coalition warfare by early identification of operational issues that can be overcome with innovative solutions in areas such as architectures, requirements, and systems acquisitions.

8.1.2. CWP projects enable DoD project teams to advance a technology into the next stage of development or to prepare for transition to operational forces. These projects may also form the basis for larger-scale efforts with our international partners. CWP pursues projects that enhance and increase U.S. and coalition defense capabilities in support of technological or political objectives. Funded projects accelerate the delivery of high-quality solutions to warfighter problems, improve U.S. interoperability with its coalition partners, and strengthen global partnerships. As an R&D funding source in the OSD, CWP strives to bridge the gap between the Combatant Commanders operational components of the MILDEPs and the development and acquisition organizations. CWP funding incentivizes the R&D community to build and sustain solutions to Combatant Command (CCMD) and operational component capability gaps through collaborative RDT&E.

**8.2. Background.** Congress first authorized and appropriated funds for CWP in FY 2001. Since that time, OUSD(A&S)/IC has planned, programmed, and budgeted for CWP seed money and provided guidance on the processes and rules of the CWP. Additionally, CWP supports international cooperative projects which foster coalition warfare pursuant to Titles 10 and 22 of the United States Code. USAF proponents for potential CWP projects should consult with SAF/IAPC as soon as they have determined interest in a project submission and refer to the OUSD(A&S)/IC CWP website (<http://www.acq.osd.mil/ic/cwp.html>) for guidance on the annual process, key documents, and templates of nomination forms, reports, etc.

#### 8.3. CWP Process.

##### 8.3.1. Selection of CWP Projects.

8.3.1.1. Nomination Process. Identification of potential USAF projects to receive CWP funding begins with a SAF/IA memorandum call for proposals to the MAJCOMs. This call memorandum is issued in the spring of each year.

8.3.1.2. Proponents seeking CWP funding for a project must first complete Annex A: Quad Chart (found in the annual Call Memorandum) that provides an overview of their proposal. A more detailed Project Nomination Form typically solicited in the summer of each year, is required to receive full consideration by the OSD CWP review board. Templates for these documents are at the OSD CWP website. Proponents must coordinate with the relevant FDO when drafting the initial proposal. Proponents should consider the following criteria in developing their proposal:

- 8.3.1.2.1. Strong project management. CWP only accepts project nominations from DoD organizations. CWP project teams must properly execute, manage, and report on the selected CWP projects. Successful projects have achievable goals, reasonable funding requests, and executable transition plans. The legal vehicles (e.g., required IAs, licenses, security, etc.) and other requirements (e.g., foreign disclosure approvals, etc.) must be achievable.
- 8.3.1.2.2. Sound foreign partnership. CWP projects are collaborative efforts with foreign partners' defense organizations. The foreign partner(s) must have demonstrable engagement in, and contribution to, the RDT&E work; to include committing resources to the effort.
- 8.3.1.2.3. Substantive RDT&E content. CWP, as an RDT&E program element, mandates that funding be used to execute research, development, test, and evaluation projects. CWP projects must conform to the rules for RDT&E funding. Projects can include development across the RDT&E spectrum.
- 8.3.1.2.4. Warfighter emphasis. CWP selects projects that have the support of the CCMDs and that provide them the capabilities and coalition enablers they require to be successful in their missions and operations. Projects may support the full-range of DoD operations. CWP reviews project submissions against strategic DoD guidance documents and initiatives, such as the National Security Strategy, the National Defense Strategy, the National Military Strategy, the Quadrennial Defense Review, the Better Buying Power initiatives, etc.
- 8.3.1.2.5. Sound resource planning. CWP funding should be requested for U.S. activities within a project. Selected projects will receive one to three years of funding—up to a maximum of \$1.5 million. The request for CWP funding should be a fraction of the cost of the whole project and should be matched or exceeded by the other U.S. resources. An organization's commitment to a project is weighed by the financial contributions that are directly applied to the RDT&E effort in the project. Projects should also show equitable cost sharing between the total U.S. (CWP and other U.S. contributions) and the foreign partners.
- 8.3.1.2.6. Tangible outcomes. CWP projects result in tangible deliverables ready for the next phase of maturation or to enter into the processes for fielding. Highly attractive projects develop and demonstrate solutions with well-developed transition paths that will enable technology to reach warfighters within two to three years after conclusion of the CWP project.
- 8.3.1.2.7. Transition plan. Transitioning a CWP project involves maturing the technology to the next phase of development, testing, acquisition, or final fielding. CWP nominations must have an identified transition plan with written support from the appropriate transition manager(s) showing commitment to the effort after the CWP project is completed.
- 8.3.1.3. HQ USAF Recommendation Process. USAF CWP project nominations undergo a review by a HQ USAF Review Panel convened by SAF/IAPC. This panel serves to identify and rank proposed projects eligible for CWP funding for the purpose of making a USAF recommendation to OUSD(A&S)/IC.

8.3.1.4. The OSD Selection Process. OUSD(AT&L)/IC convenes a CWP Subject Matter Expert (SME) review board, with representatives across the DoD enterprise to review the top nominations. The feedback from this review board is used in the project selection process. The CWP SME review board prioritizes projects across the DoD. The Director, OUSD(A&S)/IC makes the final selection of projects for CWP funding. Selection is contingent upon the availability of funds, the degree project nominations address the criteria listed above (8.3.1.2), and current prioritized coalition deficiencies. At the discretion of the board, offices submitting projects may be given an opportunity to clarify proposals. At the discretion of the board, offices submitting projects may be given an opportunity to clarify proposals.

8.3.2. International Agreements (IA). Generally, CWP projects require an IA to be negotiated and signed to facilitate the project (see [Chapter 2](#)). CWP project proponents should keep this in mind when developing their goals and schedules. OSD provides the funds directly to the project office.

8.3.3. CWP Reporting Requirements. Offices executing projects using CWP funds must prepare and submit monthly financial reports and Quarterly Program Reports (QPRs) to OSD with information copies to SAF/IAPC. **(T-0)** The OSD CWP website details the content and timelines for submission.

#### **8.4. Roles and Responsibilities for the Coalition Warfare Program.**

8.4.1. SAF/IAPC will:

8.4.1.1. Assist USAF proponents with developing project nomination documentation

8.4.1.2. Convene a HQ USAF Review Panel to evaluate nominated projects.

8.4.1.3. Forward approved USAF nomination packages to OSD.

8.4.1.4. Participate in OSD/CTO Review Panel for all proposals.

8.4.1.5. Coordinate proposed CWP packages with appropriate SAF/AQ directorates having the same or similar systems/technologies.

8.4.2. Proponents will:

8.4.2.1. Draft appropriate documentation when nominating a project for CWP funding, consult with SAF/IAPC and their local FDO during the process, and execute the approved project within the cost, schedule, and performance parameters in the proposal. **(T-2)**.

8.4.2.2. Promptly submit periodic and final CWP reports to OSD with information copies to SAF/IAPC. **(T-2)**.



## Chapter 9

### NON-DOMESTIC COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS (CRADAS)

**9.1. Purpose and Objectives.** Non-Domestic CRADAs are available for SECDEF and the MILDEPs to use with foreign non-government entities, primarily industries and universities, and may be considered along with contracts and IAs during the development of an acquisition strategy. Non-domestic CRADAs enable the USAF to benefit from science and technology developed abroad. CRADAs are instruments qualitatively different from contracts, grants, and cooperative agreements that allow U.S. laboratory personnel to perform R&D in collaboration with foreign industrial or other non-government entities, such as universities, without the transfer of U.S. funds.

**9.2. Background for Non-domestic CRADAs.** CRADAs are authorized by 15 USC § 3710a and explained in AFI 61-302, *Cooperative Research and Development Agreements* and the USAF Technology Transfer Handbook. Only non-government foreign entities qualify for CRADA partnerships with USAF organizations according to 15 USC § 3710a. Additional guidance on non-domestic CRADAs is contained in Executive Order 12591, Section 4. The considerations and staffing procedures described below only apply when a proponent contemplates concluding a non-domestic CRADA directly with a foreign entity. The definition of foreign is as in Title 22, Code of Federal Regulations, § 120.16, International Traffic in Arms Regulations (ITAR), current edition.

9.2.1. When considering a non-domestic CRADA, USAF proponents should give appropriate consideration to the following in accordance with EO 12591, Section 4(a):

9.2.2. Whether such foreign companies or governments permit and encourage U.S. agencies, organizations, or persons to enter into CRADAs and licensing arrangements on a comparable basis;

9.2.3. Whether those foreign governments have policies to protect U.S. intellectual property rights ; and

9.2.4. Where cooperative research will involve data, technologies, or products subject to national security export controls under the laws of the U.S., whether those foreign governments have adopted adequate measures to prevent the transfer of strategic technology to destinations prohibited under such national security export controls.

**9.3. CRADA Documentation Requirements.** The proponent must determine the status of the cooperating organization. Only non-government foreign entities qualify for non-domestic CRADA partnerships with USAF organizations. Prior to negotiating a CRADA with a foreign partner, the proponent submits the following documentation for the proposed non-domestic CRADA to SAF/IAPC: **(T-2)**.

9.3.1. The proposed CRADA agreement text ready for HQ USAF review. **(T-2)**.

9.3.2. A memorandum from the office of the proponent in support of the non-domestic CRADA signed by a GS-15/O-6**(T-2)**.

9.3.3. The non-domestic CRADA Summary Sheet ([Attachment 8](#)). **(T-2)**.



9.3.4. A memorandum or email from the United States Trade Representative stating there are no issues with developing the non-domestic CRADA. The proponent should consult with their unit Foreign Disclosure Officer for current procedures and POCs at the United States Trade Representative office. **(T-2).**

9.3.5. A statement signed by the local FDO identifying the work under a non-domestic CRADA as either public domain or export controlled. **(T-2).**

#### **9.4. Process for Non-domestic CRADA.**

9.4.1. Upon receiving a non-domestic CRADA package, SAF/IAPC conducts HQ USAF staffing, responds to staff comments as appropriate, then sends a memorandum to the proponent authorizing negotiations. HQ USAF staffing includes, at a minimum, SAF/GCQ, SAF/IAPT, and the appropriate SAF/IAR regional division.

9.4.2. After receiving approval from SAF/IAPC, the proponent negotiates and signs the non-domestic CRADA.

9.4.3. The proponent sends a copy of the signed non-domestic CRADA to SAF/IAPC within 20 days of its conclusion, or notifies SAF/IAPC that a proposed non-domestic CRADA will not be concluded. **(T-2).**

#### **9.5. Roles and Responsibilities for Non-domestic CRADAs.**

9.5.1. SAF/IAPC will:

9.5.1.1. Assist proponents as they develop non-domestic CRADA Summary Sheets.

9.5.1.2. Review, staff, make any changes required by the staffing process, and authorize negotiations of non-domestic CRADAs.

9.5.2. SAF/IAPT will review non-domestic CRADAs and supporting documentation to ensure consistency with national disclosure policy and export control regulations including review of the local FDO statement and compliance with EO 12591, Section 4(a).

9.5.3. SAF/GCQ will review proposed non-domestic CRADAs and supporting documentation to ensure consistency with U.S. law, regulations, and policies.

9.5.4. Proponents will:

9.5.4.1. Evaluate risks and, in conjunction with the local FDO, make a technology transfer determination. **(T-2).**

9.5.4.2. Draft and submit non-domestic CRADA packages to SAF/IAPC for HQ USAF review. **(T-2).**

9.5.4.3. Negotiate non-domestic CRADA terms and conditions with potential partners. **(T-2).**

9.5.4.4. Provide a copy of signed non-domestic CRADAs to SAF/IAPC within 20 days of conclusion, or as soon as possible notify SAF/IAPC that a proposed non-domestic CRADA will not be concluded. **(T-2).**

9.5.4.5. Plan, program, and budget funding for and perform the work specified in concluded non-domestic CRADAs. **(T-2).**

## Chapter 10

### AIR FORCE PARTICIPATION IN IAC FORUMS

**10.1. Purpose and Objectives.** This Chapter describes USAF participation in bilateral and multilateral International Armaments Cooperation (IAC) forums.

10.1.1. The USAF meets with partner nations in a wide variety of forums to help meet the overall goals and objectives of IAC. Some of the meetings are highly structured while others are more informal, but the intention is always to discuss topics that can lead to stronger partnerships, more effective coalition operations, and better equipment and materiel for the warfighter. SAF/IAPC works to develop agendas that support the USAF objective of building partnerships and increasing partners' capability and interoperability.

10.1.2. If an USAF proponent has an item or issue to present at one of these forums that supports these objectives, that proponent should contact SAF/IAPC for procedures to make a submission to the U.S. organizer of that forum for inclusion of an agenda topic.

**10.2. OSD-Led IAC Forums.** OSD meets periodically with a number of nations interested in enhancing or developing an IAC relationship with the U.S. and, depending on the particular agenda, asks the USAF to participate.

10.2.1. OUSD(A&S)/IC holds regular meetings with selected partner nations to promote IAC opportunities by evaluating current agreements, assessing progress in cooperative areas, and identifying potential areas for future cooperation. These meetings are typically called a Declaration of Principle meeting, but they also have other names; all have the same objective.

10.2.2. The Technical Cooperation Program (TTCP). TTCP is a forum for defense S&T collaboration between Australia, Canada, New Zealand, the United Kingdom, and the U.S. and is governed by its own MOU. R&E has the lead. The aim of TTCP is to foster cooperation in S&T areas needed for enhancing conventional national defense at reduced costs. To do this, it provides a formal framework that scientists and technologists can use to share information on national programs to reduce duplication, promote joint research, and collectively close gaps in the technology base. The scope of activities under the TTCP MOU ranges from basic research to Joint Capability Technology Demonstrations. DoDI 3100.08, *The Technical Cooperation Program (TTCP)*, and the TTCP website (<https://www.acq.osd.mil/ttcp/>) provide further guidance and information.

10.2.3. India-U.S. Defence Technology and Trade Initiative (DTTI). DTTI's purpose is to resolve process issues impeding cooperation and alignment of systems; increase the flow of technology and investment; develop capabilities and partnership in co-development and co-production; and intensify cooperation in research and development. USD(A&S)(IC)'s India Rapid Reaction Cell (IRRC) organizes the DTTI through multiple Joint Working Groups (JWGs).

10.2.4. India-U.S. Joint Technical Group (JTG). The goals of the JTG are to establish a framework for bilateral cooperation in defense research and development, and to monitor the progress periodically. The JTG also provides a forum where policy, plans, and requirements of both countries can be discussed. The U.S. co-chair is the Principal Director for Research, Office of the Under Secretary of Defense, Research and Engineering (USD(R&E)). The Indian co-chair is the Chief Controller Research and Development, Defense Research and Development Organization Headquarters.

10.2.5. The Coalition of National Armaments Directors (CNAD) and Subordinate Groups. The CNAD is composed of the senior person responsible for defense procurement of each NATO nation. The U.S. CNAD Principal, referred to as the U.S. National Armaments Director (NAD), is the Under Secretary of Defense for Acquisition and Sustainment (USD(A&S)). The CNAD advises the North Atlantic Council (NAC) and acts under NAC authority on matters pertaining to the development and procurement of equipment for NATO forces.

10.2.5.1. Subordinate Groups. The CNAD has a subordinate group structure to support its activities. NATO identifies each CNAD group with an Atlantic Council (AC) number. There are three Main Armaments Groups (MAGs) reporting to the CNAD: the NATO Air Force Armaments Group (NAFAG) (AC/224), the NATO Army Armaments Group (AC/225), and the NATO Naval Armaments Group (AC/141).

10.2.5.2. The NATO Science and Technology Organization (AC/323) reports to both the CNAD and NATO Military Committee. Each of these groups establishes subgroups, as required. These groups provide a forum for exchanging information, exploring IAC opportunities, standardizing military hardware and software, and developing standardization agreements among NATO nations. The CNAD occasionally forms ad hoc groups or project steering committees to address special issues or individual IAC projects.

**10.3. HQ USAF and SAF/IA-Led IAC Forums.** SAF/IA is co-chair to a number of forums to promote IAC, and develops new forums to address specific or emerging mission critical needs as necessary. A sample of these forums is referenced below, but should not be construed as a reflection of the full scope of forums SAF/IA manages over the course of a year. A current list of SAF/IA led forums can be attained by contacting SAF/IAPC.

10.3.1. Australia. The Air Senior National Representative (ASNR) forum is an annual meeting co-chaired by the Australia Deputy Chief of Air Force and the U.S. Assistant Deputy Under Secretary of the Air Force, International Affairs. The forum provides stewardship of the USAF's partnership through senior level engagements to drive collaboration and execution in areas of mutual interest. Participation is drawn from the functional areas of strategic planning, operations, capability development, strategic logistics, and S&T.

10.3.2. Japan. SAF/IA conducts a regular Air Service-to-Service Dialogue with Japan. The purpose of this forum, as stated in the mutually agreed terms of reference, is to deepen the mutual understanding of research, development, test, and evaluation efforts on technologies and systems of common interest to both partners. It also contributes to the OSD-led Systems and Technology Forum that covers defense technology and cooperation-related matters. The co-chairs of the Service-to-Service Dialogue are the Director, Development Office, Air Staff Office, Japan Air Self Defense Force, and SAF/IAPC. Other forums that SAF/IA participates in with Japan include the Dual-Use Dialogue with the Ministry of Economy, Trade and Industry; the Dialogue on Research and Development Collaboration with the Japan Aerospace

Exploration Agency; the Space Cooperation Working Group; and the Operator Engagement Talks.

10.3.3. India. There are two OSD-lead forums where the USAF co-chairs JWGs, the JTG and the DTTI.

10.3.3.1. JTG. SAF/IAPC co-chairs the Aeronautical Sciences sub-working group, coordinates action items, and is responsible for reporting the status to USD(R&E). SAF/IAPC, in conjunction with AFRL, supports multi-Service workshops and exploratory discussions to develop IAC technical data exchanges and applied science agreements.

10.3.3.2. DTTI. USAF O-7s co-chair the ISR JWG (AF/A2) and the Air Systems (SAF/AQ) JWG. Their POCs are O-6/GS-15s who coordinate the JWG activities. SAF/IAPC supports each USAF co-chaired JWG by developing cooperative agreements that utilize the authorities found in the bilateral Exchange of Research and Development Information Agreement and/or the RDT&E MOA. Project Agreements can include prototyping, co-development, and co-production based on mutual requirements.

10.3.4. NAFAG. The primary CNAD-subordinate group in which the USAF participates is the NAFAG. The U.S. NAFAG Principal is appointed by SAF/AQ. The NAFAG mission is to enhance the effectiveness of NATO air forces by promoting cooperation, standardization, and interoperability in the area of aerospace armaments through joint activities, information exchange, and materiel standardization agreements. The USAF participates in other CNAD groups as well as panels under the NATO Standardization Organization to support the goals of IAC programs or as tasked by OSD.

10.3.5. The Five-Power ASNR Forum. The USAF lead for this 2-star level forum with the United Kingdom, Germany, Italy, and France is the Deputy SAF/IA. The ASNRs meet one to two times a year to exchange information and oversee ongoing projects initiated within the forum. Responsibility for hosting meetings rotates among the members. The Five-Power ASNRs conduct much of their business under the Aeronautical Cooperative Research and Technology Projects (RTP) MOU. The objectives of this MOU are the identification of common R&D needs and the conduct of collaborative projects that lead to the development of technologically superior and interoperable conventional weapon systems with the potential to improve future, long-term national and coalition warfighting capabilities. The RTP MOU scope includes cooperation in basic research, applied research, and advanced technology development. The Five-Power ASNRs form the Steering Committee (SC) for the RTP MOU, with two subordinate Working Groups (WG) tasked to review the status of existing projects, explore cooperative opportunities, and make regular reports to the ASNRs. SAF/AQR provides the U.S. representative to the Research and Technology Projects (RTP) WG and AF A5/A8 provides the U.S. representative to the Future Air Capabilities (FAC) WG.

**10.4. Air Force Research Laboratory (AFRL)-Led IAC Forums.** The AFRL holds regular meetings with selected partner nations to capitalize on opportunities for S&T IAC activity. These meetings are typically called Technology Working Groups (TWGs), but they also have other names; all have the same objective.

## 10.5. Roles and Responsibilities for IAC Forums.

10.5.1. SAF/IA will: Co-chair IAC forums when appropriate; provide representation for OSD-led IAC forums; and advise perspective USAF co-chairs of IAC forums on international cooperative RDT&E.

10.5.1.1. SAF/IAPC will:

10.5.1.1.1. Assist USAF members in obtaining appropriate approvals prior to engaging in activities that could lead to negotiations of an IAC (**Chapter 2**).

10.5.1.1.2. Develop agendas for SAF/IA-led IAC forums that support USAF objectives of building partnerships, partnership capacity, and interoperability.

10.5.1.1.3. Organize USAF support for OSD-led IAC forums.

10.5.1.1.4. Support AFRL-led IAC forums as required.

10.5.1.2. SAF/IAPT will:

10.3.5.1. Conduct foreign disclosure oversight of USAF participation in forums to ensure compliance with national disclosure policy and export control regulations.

10.3.5.2. Provide final approval for DDLs required for disclosing classified information and CUI in support of studies, projects, and activities under these forums.

10.5.2. SAF/AQ will: Appoint individual to serve as the U.S. NAFAG Principal.

10.5.3. SAF/AQR will: Provide the U.S. member of the Five Power Air SNR RTP WG.

10.5.4. AF A5/A8 will: Provide the U.S. member of the Five Power Air SNR FAC WG.

10.5.5. HQ USAF Offices and MAJCOMs will:

10.5.5.1. Support IAC forums as appropriate.

10.5.5.2. Ensure attendees are adequately instructed on U.S. policy and procedures and properly prepared prior to meetings.

10.5.5.3. Ensure attendees obtain approval for the disclosure of classified information and CUI from the appropriate FDO.

10.5.6. USAF Personnel Appointed as Principal Representatives, U.S. Delegates, Co-Chairs, or attendees will:

10.5.6.1. Develop U.S. positions, plans, and propose actions for groups to which they are appointed. In cases where these positions, plans, and actions are not covered by previous policy guidance, secure appropriate higher headquarters approval. (**T-2**)

10.5.6.2. Proponents for topics at IAC Forums will work with the relevant FDO and provide a one-page white paper to SAF/IAPC at least two months prior to a scheduled forum that describes any item or issue proposed for presentation. (**T-2**) This paper should be releasable to the partner nation(s) involved and contain sufficient detail that the meeting organizer and the partner can analyze the proposal before the forum takes place and be prepared to make a decision on the proposal at the meeting.

10.5.6.3. Provide a letter of request for funding no later than 30 days before commencing travel. Also provide reconciled TDY vouchers and relevant documentation within 30 days of concluding travel. **(T-2).**

10.5.6.4. Provide a detailed trip report following each meeting that outlines goals, actions, and deliverables. **(T-2).**

## Chapter 11

### LEGAL AUTHORITIES

**11.1. Purpose and Objectives.** This Chapter briefly describes the legal authorities authorizing the majority of IAC activities.

**11.2. Background.** Congress has enacted several laws authorizing components of the Executive Branch to enter into agreements with foreign nations for the purpose of enhancing mutual defense. Each such law contains specific objectives, grants specific powers, and imposes specific requirements. Accordingly, it is important to select the appropriate legal authority to facilitate the negotiation and execution of the proposed IA. More than one of the following legal authorities may be used or may be required for the execution of a particular IA. SAF/IAPC will select the appropriate legal authority in consultation with SAF/GCI whose concurrence is required before negotiating or concluding an IA. The primary statutes authorizing IAs are:

11.2.1. *Title 1 United States Code Section 112b (The Case-Zablocki Act).* The Secretary of State shall transmit to Congress the text of any IA other than a treaty to which the U.S. is party no later than 60 days after the agreement has entered into force.

11.2.2. *Title 10 United States Code Section 139.* Statue describes the authority and responsibilities of DOT&E.

11.2.3. *Title 10 United States Code Section 311.* Exchange of defense personnel between U.S. and friendly foreign countries: authority.” Authorizes DoD organizations to exchange military or civilian personnel with other friendly countries; the mutual exchange of military or civilian engineers and scientists with friendly countries in a permanent change of station to become producing members of the host nation’s military RDT&E community; and, includes non-reciprocal exchange of defense personnel with allied and friendly countries and international organizations

11.2.4. *Title 10 United States Code Section 2304c.* Gives rationale for the head of a U.S. Government agency to be able to use procedures other than competitive procedures when conducting a procurement for property or services.

11.2.5. *Title 10 United States Code Section 2350a.* This statute provides authority for cooperative R&D. It authorizes the SECDEF to enter into a formal agreement with members of NATO, NATO organizations, major non-NATO allies and Friendly Foreign Countries (FFCs) for the purpose of conducting cooperative R&D projects on defense equipment and munitions. All programs utilizing NATO Cooperative R&D funds rely on this legal authority. Before entering into a formal agreement, the SECDEF must determine that the proposed project will improve, through the application of emerging technology, the conventional defense capabilities of NATO, or the common defense capabilities of the U.S. and its allies. The SECDEF may only delegate this authority to the Deputy Secretary of Defense (DEPSECDEF) or to OUSD(A&S). 10 USC § 2350a requires sharing of the costs of the project (including the cost of claims) between the participants on an equitable basis. The allied participant may not use as part of its contribution any funds provided by the U.S. and all U.S. funds must be spent in the United States. A thirty day notification to Congress is required prior to signing agreements with FFCs.

11.2.5.1. *Title 10 United States Code Section 2350a(e)*. This statute requires a Cooperative Opportunities Document that includes a statement regarding similar projects in development or production in another country; whether that project could satisfy a U.S. military requirement; the advantages and disadvantages on project timing, costs, technology sharing and Rationalization, Standardization, and Interoperability ; and a recommendation as to the feasibility and desirability of a cooperative development. This requirement applies to all Acquisition Category I (ACAT I) programs before the first milestone or decision point. The Cooperative Opportunities Document is documented in Technology Development Strategy (TDS) for Milestone A and Acquisition Strategy (AS) for subsequent milestones as required per DoDI 5000.02.

11.2.5.2. *Title 10 United States Code Section 2350a(g)*. Authorizes SECDEF to test conventional defense equipment, munitions, and technologies manufactured and developed by NATO, a NATO organization, a NATO member, major non-NATO allies, and any other FFC, to determine the ability of such equipment, munitions, and technologies to satisfy U.S. military requirements or to correct operational deficiencies.

11.2.6. *Title 10 United States Code Section 2350b*. This statute provides authority for other nations to award contracts and subcontracts on behalf of the U.S. The SECDEF, the DEPSECDEF, or OUSD(A&S) may waive standard contracting provisions if the project is determined to significantly further Rationalization, Standardization, and Interoperability. This is done through a signed Determination and Findings statement. See AFI 65-118, *Air Force Purchases Using Military Interdepartmental Purchase Requests*, [para 4.3.2](#) and [Attachment 8](#) for the Determinations and Findings statement template.

11.2.7. *Title 10 United States Code Section 2350l*. Authorizes SECDEF, with the concurrence of Secretary of State, to enter into an MOU (or other formal agreement) for the reciprocal testing of defense equipment. Section 2350l further defines the payment of costs associated with the reciprocal testing.

11.2.8. *Title 10 United States Code Section 2358*. This statute authorizes the SECDEF or a MILDEP to engage in basic research, applied research, advanced research, and development projects. It can be used as authority for cooperating in these areas with a foreign government or international governmental organization pursuant to an IA. Section 2358 is often referred to as “general R&D authority.”

11.2.9. *Title 10 United States Code Section 2371*. Authorizes SECDEF or MILDEP to enter into transactions (other than contracts, cooperative agreements, and grants) in order to carry out basic, applied, and advanced research projects.

11.2.10. *Title 10 United States Code Section 2457*. Authorizes SECDEF to standardize U.S. equipment, including weapons systems, ammunition, and fuel, procured for the use of the armed forces of the U.S. stationed in Europe under the North Atlantic Treaty or at least to make that equipment interoperable with equipment of other NATO members to the maximum extent feasible. Additionally, gives SECDEF authority to negotiate cooperative agreements with NATO members.



11.2.11. *Title 10 United States Code Section 3710a.* Authorizes each federal agency to permit the director of any government-operated federal laboratories, and when permitted, the director of any of its government-owned, contractor-operated laboratories, to enter into cooperative R&D agreements on behalf of the requesting agency with other federal agencies; units of State or local government; industrial organizations (including corporations, partnerships, and limited partnerships, and industrial development organizations); public and private foundations, nonprofit organizations (including universities); or other persons (included licensees of inventions owned by the federal agency).

11.2.12. *Title 10 United States Code Section 2321k.* The President shall notify Congress at least thirty days before designating or terminating a country as a major non-NATO ally.

11.2.13. *Title 10 United States Code Section 2767 (Section 27).* Section 27 of the Arms Export Control Act (AECA) provides broad authority for research, development, and acquisition. It authorizes the President to enter into cooperative projects with members of NATO and certain FFCs. DoD reports annually to Congress on all agreements concluded under Section 27. Section 27 permits partners to contract on behalf of one another; loan material, equipment, and supplies; share the cost of claims, and also authorizes U.S. procurement of foreign defense articles. When another nation contracts on behalf of the U.S. using this authority, determinations and findings pursuant to 10 USC § 2350b must be approved prior to the transfer of U.S. funds to be placed on contract. Section 27 requires equitable sharing of the total project costs and joint project management. The DoD makes a thirty day notification to Congress prior to signature of the IA.

11.2.14. *Title 22 United States Code Section 2796.* Leases of defense articles under Section 61 of the AECA may be used for cooperative RDT&E purposes and may be rent free. Section 61 leases require a written agreement, either as a stand-alone Loan Agreement (LA) or as part of a broader IA. **(T-2).** Conditions for these leases are covered in detail in Chapter 11 of the DoDD 5105.65, Defense Security Cooperation Agency. All lease costs must be paid by the foreign partner or international governmental organization, to include depreciation, restoration or replacement, if required. **(T-2).** Section 61 leases may be used for countries or international governmental organizations that are neither NATO members nor major non-NATO allies.

11.2.15. *Title 10 United States Code Section 2796d (Section 65).* Section 65 of the AECA authorizes the loan of materials, supplies, or equipment for R&D purposes. It requires a written agreement, either as a stand-alone LA or as part of a broader IA. Section 65 authorizes the SECDEF to make loans to members of NATO or major non-NATO allies, and to accept as a loan or gift from such countries, non-strategic and non-critical materials, supplies, or

equipment for the purpose of conducting a cooperative RDT&E program. If the U.S. is the lender, it must incur no costs and must receive a report of the results of the foreign testing or evaluation without charge. If the item loaned is not expendable, it must be returned to the USAF in its original configuration. The implications of expending or consuming a loaned item are addressed in the DoD Financial Management Regulation, and may be authorized by SECDEF under Section 65.

HEIDI H. GRANT  
Deputy Under Secretary of the Air Force  
International Affairs

## Attachment 1

## GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION

*References*

10 USC §112b, *United States international agreements; transmission to Congress (The Case Act)*

10 USC §2304c, *Implementation of electronic commerce capability* 10 USC §2350a, *Cooperative research and development agreements: NATO organizations; allied and friendly foreign countries*

USC §2350b, *Cooperative projects under Arms Export Control Act: acquisition of defense equipment*

10 USC §2350d, *Cooperative logistic support agreements: NATO countries*

10 USC § 2350e, *NATO Airborne Warning and Control System (AWACS) program: authority of Secretary of Defense*

10 United States Code Section 2350h, *Memorandums of agreement: Department of Defense ombudsman for foreign signatories*

10 USC §2350i, *Foreign contributions for cooperative projects*

10 USC § 2350j, *Burden sharing contributions by designated countries and regional organizations*

10 USC §2350l, *Cooperative agreements for reciprocal use of test facilities: foreign countries and international governmental organizations*

10 USC § 2358, *Research and development projects*

10 USC § 2371, *Research projects: transactions other than contracts and grants*

15 USC §3710a, *Cooperative research and development agreements*

22 USC §2321k, *Designation of major non-NATO allies*

22 USC §2761, *Sales from stocks*

22 USC §2767, *Authority of President to enter into cooperative projects with friendly foreign countries*

22 USC §2792, *Administrative expenses*

22 USC §2796, *Leasing Authority*

22 USC §2796d, *Loan of materials, supplies, and equipment for research and development purposes*

22 CFR Part 120-130, *International Traffic In Arms Regulations*, 1 April 2011 DoDD 5000.01, *The Defense Acquisition System*, 12 May 2003 DoDD 5105.65, *Defense Security Cooperation Agency*, 26 October 2012

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*DoD Dictionary of Military and Associated Terms*, June 2018

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AFPD 16-2, *Disclosure of Military Information to Foreign Governments and International Organizations*, 4 August 2016

AFPD 63-1/20-1, *Integrated Life Cycle Management*, 3 June 2016

AFI 16-110, *U.S. Air Force Participation in International Armaments Cooperation (IAC) Programs*, 13 May 2013

AFI 16-201, *Air Force Foreign Disclosure and Technology Transfer Program*, 02 June 2015

AFI 17-130, *Cybersecurity Program Management*, 31 August 2015

AFI 33-324, *The Air Force Information Collections and Reports Management Program*, 6 March 2013

AFI 36-2107, *Active Duty Service Commitments*, 26 July 2018

AFI 51-701, Negotiating, Concluding, Reporting, and Maintaining International Agreements, 5 December 2017

AFI 60-101, Materiel Standardization, 30 September 2014

AFI 60-106, International Military Standardization Program, 30 September 2014

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AFMAN 33-363, *Management of Records*, 1 March 2008

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*International Cooperation in Acquisition Technology and Logistics Handbook*, 7th Edition, 18 May 2012

### ***Adopted Forms***

*AF Form 874, Recommendation for Change of Publication*

*AF Form 1466, Request for Family Member's Medical and Education Clearance for Travel*

### ***Abbreviations and Acronyms***

**AC**—Atlantic Council

**AECA**—Arms Export Control Act

**AFDD**—Air Force Doctrine Document

**AFI**—Air Force Instruction

**AFMAN**—Air Force Manual

**AFOSR**—Air Force Office of Scientific Research

**AFPC**—Air Force Personnel Center

**AFPD**—Air Force Policy Directive

**AFR**—Air Force Reserve

**AFRL**—Air Force Research Laboratory

**AFRIMS**—Air Force Records Information Management System

**AIP**—Approval in Principle Letter

**ANG**—Air National Guard

**APEP**—Administrative and Professional Exchange Program

**ASNR**—Air Senior National Representative  
**ATPO**—Associate Technical Project Officer  
**CNAD**—Conference of National Armaments Directors  
**COMSEC**—Communications Security  
**CPP**—Cooperative Project Personnel  
**CRADA**—Cooperative Research and Development Agreement  
**CTE**—Cooperative Test & Evaluation  
**CTO**—Comparative Technology Office  
**CUI**—Controlled Unclassified Information  
**CWP**—Coalition Warfare Program  
**DDL**—Delegation of Disclosure Authority Letter  
**DEA**—Data Exchange Annex  
**DEPSECDEF**—Deputy Secretary of Defense  
**DLAB**—Defense Language Aptitude Battery  
**DoC**—Department of Commerce  
**DoD**—Department of Defense  
**DoDD**—Department of Defense Directive  
**DoDI**—Department of Defense Instruction  
**DoS**—Department of State  
**DOT&E**—Director of Operational Test & Evaluation  
**DTTI**—Defense Technology and Trade Initiative  
**EA**—Executive Agent  
**EAR**—Export Administration Regulations  
**ESEP**—Engineer and Scientist Exchange Program  
**FAC**—Future Air Capabilities  
**FAR**—Federal Acquisition Regulation  
**FCT**—Foreign Comparative Testing  
**FDO**—Foreign Disclosure Office  
**FFC**—Friendly Foreign Country  
**FMR**—Financial Management Regulation  
**FY**—Fiscal Year  
**HQ USAF**—Headquarters U.S. Air Force

**IA**—International Agreement  
**IAC**—International Armaments Cooperation  
**IA GEN**—International Agreements Generator  
**ICAT**—International Cooperative Agreement Team  
**ICR&D**—International Cooperative Research and Development  
**IEA**—Information Exchange Annex  
**IEP**—Information Exchange Program  
**IT**—Information Technology  
**ITAR**—International Traffic in Arms Regulations  
**JTG**—Joint Technical Group  
**JWG**—Joint Working Group  
**LA**—Loan Agreement  
**LO/CLO**—Low Observable/Counter Low Observable  
**MA**—Managing Agent  
**MAG**—Main Armament Group  
**MAJCOM**—Major Command  
**MDEA**—Master Data Exchange Agreement  
**MIEA**—Master Information Exchange Arrangement/Agreement  
**MILDEP**—Military Department  
**MOA**—Memorandum of Agreement  
**MOU**—Memorandum of Understanding  
**NAC**—North Atlantic Council  
**NAD**—National Armaments Director  
**NAFAG**—NATO Air Force Armaments Group  
**NATO**—North Atlantic Treaty Organization  
**NDP**—National Disclosure Policy  
**ODC**—Office of Defense Cooperation  
**OSD**—Office of the Secretary of Defense  
**PA**—Project Agreement or Arrangement  
**PAS**—Personnel Accounting Symbol  
**PCS**—Permanent Change of Station  
**PD**—Position Description

**PE**—Program Element  
**PM**—Program Manager  
**POC**—Point of Contact  
**POM**—Program Objective Memorandum  
**PSI**—Program Security Instruction  
**QPQ**—Quid-Pro-Quo  
**QPR**—Quarterly Progress Report  
**R&D**—Research and Development  
**RA**—Record of Action  
**RAD**—Request for Authority to Develop  
**RDS**—Records Disposition Schedule  
**RDTE**—Research, Development, Test, and Evaluation  
**RFA**—Request for Final Approval  
**RTP**—Research and Technology Projects  
**RUTF**—Reciprocal Use of Test Facilities  
**S&T**—Science and Technology  
**SC**—Steering Committee  
**SECDEF**—Secretary of Defense  
**SES**—Senior Executive Service  
**SP**—Security Plan  
**SSOI**—Summary Statement of Intent  
**TDY**—Temporary Duty  
**T&E**—Test and Evaluation  
**TOR**—Terms of Reference  
**TPO**—Technical Project Officer  
**TTCP**—The Technical Cooperation Program  
**USAF**—United States Air Force  
**USC**—United States Code  
**WG**—Working Group

### ***Terms***

**Annex Authority**—Provides executive-level oversight of the Information Exchange Program. Signs new IEAs and approves amendments and terminations in accordance with each MIEA. SAF/IAP is designated as the Air Force Annex Authority.



**Approval in Principle Letter (AIP)**—The Performing Participant Managing Agent’s preliminary acceptance of a proposed RUTF PA, which will enable both Participants to enter into technical discussions to formulate implementation plans, negotiate costs, and develop a RUTF PA for final approval.

**Associate Technical Project Officers (ATPOs)**—An individual nominated and assigned by the IEA TPO to assist the TPO in executing exchanges and visits under an annex, usually with respect to a specific technical area of expertise. The TPO will nominate and select ATPOs, with the assignment being made by the responsible organization. Air Force participants in other MILDEP/DoD Annexes are considered ATPOs.

**Authorities**—Government officials listed in an IEA and DEA who are authorized to act on behalf of the U.S. in compliance with the MIEA. Authorities may initiate correspondence and provide management support regarding IEA activities.

**Conclusion**—The act of signing, initialing, responding, or otherwise indicating the acceptance of an international agreement by the U.S.

**Controlled Unclassified Information (CUI)**—Unclassified information to which access or distribution limitations have been applied.

**Cooperative Project Personnel (CPP)**—Military or civilian specialist personnel assigned to a cooperative program or project office in management, administration, finance, planning, RDT&E; logistics or other support functions identified by the governing IA.

**Cooperative Research and Development Agreement (CRADA)**—CRADAs are standard instruments other than contracts, grants, and cooperative agreements, that allow federal laboratory personnel to perform R&D in collaboration with industrial or other non-federal entities, without the transfer of federal funds.

**Data Exchange Annex (DEA)**—Under a Master Data Exchange Agreement, the formal legal vehicle for the exchange of scientific and technical R&D data or information. Production and manufacturing information, hardware, and personnel may not be exchanged under a DEA.

**Delegation of Disclosure Authority Letter (DDL)**—The document that provides disclosure guidance to be followed when conducting activities under an IA. This U.S.-only document provides a comprehensive listing of the information authorized for release and the information, which is restricted from release to the foreign country.

**Establishments**—Organizations that are potential sources or recipients of information exchanged under an IEA. The IEA Establishment listing may include several DoD organizations and may even list government entities outside the U.S. DoD or partner nation MOD if authorized by MIEA. Neither U.S. nor foreign contractors, including “special status” contractors such as Federally Funded Research and Development Center or foreign equivalents, may be listed as Establishments. However, contractors excluded from the annex Establishment list may participate in annex-related meetings or other interchanges based on mutual agreement between the parties. Establishments do not have the authority to disclose or transfer information under the IEA.

**Foreign Comparative Testing (FCT) Program**—A T&E program conducted under Title 10 United States Code (USC) Section 2350a(g) whereby the Air Force evaluates selected Non-Developmental Items and selected technologies that are developed solely by partner governments where such items or technologies are judged to have the potential to meet valid DoD requirements.

**Information Exchange Annex (IEA)**—Under the Master Information Exchange Arrangement or Agreement, the formal legal vehicle for the exchange of scientific and technical R&D data or information. Production and manufacturing information, hardware, and personnel may not be exchanged under an IEA.

**Intellectual Property**—Includes inventions, trademarks, patents, industrial designs, copyrights, and technical information including software, data designs, technical know-how, manufacturing information and know-how, techniques, technical data packages, manufacturing data packages, and trade secrets.

**International Agreement (IA)**—Any agreement concluded with one or more foreign governments (including their agencies, instrumentalities, or political subdivisions) or with an international governmental organization, that:

(1) Is signed or agreed to by any DoD Component, or by representatives of the DoS or any other Department or Agency of the U.S. Government,

(2) Signifies the intention of the parties to be bound in international law, and,

(3) Is denominated as an IA or as an MOU, MOA, memorandum of arrangements, exchange of notes, exchange of letters, technical arrangement, protocol, note verbal, aide memoir, agreed minute, contract, arrangement, statement of intent, letter of intent, statement of understanding, or any other name connoting a similar legal consequence.

(See additional aspects of this definition in DoDD 5530.3 and AFI 51-701)

**International Agreement Generator (IA GEN)**—The IA GEN is DoD-sponsored, US Government-only software containing approved language and guidance for drafting MOAs/MOUs and LAs. The IA GEN contains specific language and guidance for drafting MOUs and LAs with Chapeau and non-Chapeau countries.

**International Armaments Cooperation (IAC) Programs**—One or more specific IAC projects:

(1) —Conducted under an IA;

(2) —Implemented under Title 10 United States Code Section 2350a, Title 10 United States Code Section 2358, Title 22 United States Code Section 2767, or other statutory authority, and;

(3) —Conducted as (a) RDT&E of defense articles (including cooperative modification of a U.S.-developed system), (b) joint or concurrent production (including follow-on support) of a defense article developed by one or more of the parties, (c) U.S. Government procurement of a foreign defense article (including software), technology (including manufacturing rights), or service (including logistic support), (d) testing and evaluation of conventional defense equipment, munitions, and technology, or (e) data, information, and personnel exchanges conducted under approved programs.

**International Armaments Cooperation Agreement**—An agreement between the U.S. Government and a foreign government (or authorized international governmental organization) setting forth the terms and conditions under which the signatories agree to cooperate in the performance of a specific IAC project.

**International Armaments Cooperation Project**—A jointly planned undertaking, with a finite beginning and finite ending, with specific objectives to be accomplished under an IAC program on the basis of a written agreement between the participants and an equitable contribution by the participants to the full costs of the undertaking.

**Master Data Exchange Agreement (MDEA)/Master Information Exchange Agreement (MIEA)**—IAs between the U.S. DoD and partner countries that establish the framework, terms, and conditions for R&D information exchanges through the creation of subsequent annexes dealing with specific topics.

**Memorandum of Agreement (MOA)**—An agreement concluded with one or more foreign governments including their agencies, instrumentalities, or political subdivisions, or with an international governmental organization that is signed or agreed to by authorized personnel of a DoD Component, or by representatives of the DoS or any other Department or Agency of the U.S. Government and signifies the intention of the signatories to be bound in international law.

**Memorandum of Understanding (MOU)**—Alternate term for MOA (above).

**Negotiation**—Communication by any means of a position or offer, on behalf of the U.S., the DoD, or on behalf of any officer or an organizational element thereof, to an agent or representative of a foreign government, including an agency, instrumentality, or political subdivision thereof, or of an international governmental organization, in such detail that the acceptance in substance of such position or offer would result in an international agreement. The term “negotiation” includes any such communication even though conditioned on later approval by the responsible authority. The term “negotiation” also includes provision of a draft agreement or other document, the acceptance of which would constitute an agreement, as well as discussions concerning any U.S. or foreign government or international governmental organization draft document whether or not titled “agreement.” The term “negotiation” does not include preliminary or exploratory discussions or routine meetings where no draft documents are discussed, so long as such discussions or meetings are conducted with the understanding that the views communicated do not and will not bind or commit any side, legally or otherwise.

**Party**—Any government (including its agencies, instrumentalities, or political subdivisions) or international governmental organization that is a signatory to an IA.

**Proponent**—The organization who has a concept for international cooperation and that will be advocating and developing the necessary documentation to establish an international agreement. Proponents may be at any Air Force organizational level.

**Quid**—Pro-Quo (QPQ) Analysis—A statement of comparative benefits used as the rationale or justification for approval of a DEA or IEA by the Air Force.

**Rationalization, Standardization, Interoperability (RSI)**—(Rationalization) Any action that increases the effectiveness of partner forces through more efficient and effective use of defense resources. Rationalization includes consolidation, reassignment of national priorities to higher needs, standardization, specialization, mutual support or improved interoperability, and greater cooperation. Rationalization applies to both weapons and materiel resources and non-weapons military matters. (Standardization) The process by which the DoD achieves the closest practicable cooperation among forces for the most efficient use of research, development, and production resources, and agrees to adopt on the broadest possible basis the use of: a) common or compatible operational, administrative, and logistic procedures; b) common and compatible technical

procedures and criteria; c) common, compatible, or interchangeable supplies, components, weapons, or equipment; and d) common or compatible tactical doctrine with corresponding organizational compatibility. (Interoperability) The ability of systems, units, or forces to provide data, information, material, and services to and accept services from other systems, units, or forces and to use the data, information, material, and services so exchanged to enable them to cooperate effectively together.

**Summary Statement of Intent (SSOI)**—A U.S.-only document that constitutes a summary of the IA, which provides information pertaining to the operational requirement of the associated proposed project; identification of the partner nation(s); applicable legal authority; benefits/risk to the U.S.; potential industrial base impact; funding availability; procurement; information security and technology transfer issues; and proponents of the project.

**Technical Project Officer (TPO)**—The individual responsible for exercising day-to-day management of assigned IEA efforts in accordance with the terms and conditions of the IEA. This individual is the single point of contact for implementation of information exchanges and approval of visits under an annex, and is the only individual authorized to make exchanges under the annex. TPOs assigned to IEAs must possess the technical expertise encompassing the scope of the annex. For IEAs under which the scientific or technical area to be pursued is applicable to several functional areas, an ATPO may perform technical supervision over a specified segment or portion of an IEA.

**Note**—The purpose of this glossary is to help the reader understand terms used in this publication. It is not intended to be complete. Joint Publication 1-02, Department of Defense Dictionary of Military and Associated Terms, and Air Force Doctrine Document (AFDD) 1-02, Air Force Supplement to the Department of Defense Dictionary of Military and Associated Terms, contain standardized terms and definitions for DoD and Air Force use, respectively.

**Attachment 2****FORMATS FOR INTERNATIONAL AGREEMENT (IA) STAFFING  
DOCUMENTATION****A2.1. Drafting a Preliminary or Exploratory Discussions Package**

A2.1.1. This format is for completing required information that will eventually be included in an international Project Agreement (PA). This technical content should be thoroughly discussed and jointly developed between the allied partners, based on national and common objectives and equitable sharing of tasks, responsibilities and contributions. Concentrate on the technical content of your proposed project rather than the format of the verbiage – your information will be later used to develop a draft agreement by international staffing specialists. This document does not imply any commitment and is to facilitate joint technical planning discussions only--this is not a negotiation document.

A2.1.2. While completing this document, keep in mind the authorities reviewing the proposed project agreement at SAF and OSD are not likely technical experts in this technology area. Please keep project details simple and concise. The objectives and tasks of the proposed agreement must be easy to understand by all parties reviewing/coordinating/signing the agreement at SAF and OSD.

**Figure A2.1. Preliminary / Exploratory Project(s) Proposal Template (Should be kept to 2 pages maximum)**

TITLE	
<b>1. Project Title:</b>	
<b>2. Primary Offices, Laboratories &amp; POCs:</b>	
a. U.S. DoD Technical Office:	
i. Organization:	
ii. Technical Lead:	
b. Foreign Partner(s) MOD Technical Office:	
i. Organization:	
ii. Technical Lead:	
<b>3. Collaborative project outline - summary of the project's scope, to include what each partner will contribute to the project and the collaborative benefit for each partner:</b>	
<b>4. Specific Collaboration objectives, tasks, outcomes &amp; end products:</b>	
1) Objectives:	
2) Tasks:	
i. DoD Tasks:	
ii. Foreign Partner(s) Tasks:	
iii. Joint Tasks:	
3) Projected Outcomes & End Products:	
4) Financial Contribution Estimation:	
i. DoD:	
ii. Foreign Partner(s):	
5) Technology Readiness Level Start:	Finish:

**Department of the Air Force**  
**TECHNICAL DISCUSSIONS CHECKLIST**  
**For Cooperative R&D MoUs/MoAs, PAs, etc.**

**Rules for Technical Discussions:**

- No negotiations (no exchanging of texts; no oral or written commitments).
- Use Power Point slides to guide technical discussions and record the results. Sample slides are attached.
- If partner presents you an agreement text, accept politely, and state that you are not authorized to discuss the text. Turn over proffered text to SAF/IAPC.
- Approved DDL is required for discussions of export-controlled or classified information.

**What will this Project accomplish? What are this Project's objective(s)?** Briefly describe the project.

\_\_\_\_\_What will you accomplish upon successful completion? What will the project deliver?

\_\_\_\_\_Define the roles of each partner nation(s).

\_\_\_\_\_Describe the desired outcome and how you plan to achieve it.

**Duration/Schedule of Project:**

\_\_\_\_\_Will the project be done in phases with milestones, etc? *(If so, broadly define phases and indicate amount of time (months or years) for each. Milestones are decision points. In many agreements, this information is best put in the Project Plan, instead of the agreement itself.)*

\_\_\_\_\_How long will the project take to complete? *(Be sure to allow for some "slack" in case there are delays. Note that the Final Report for most PAs must be submitted six months prior to the termination of the PA. Minimal funding may be allotted for the last FY to cover the cost of Final Report preparation.)*

\_\_\_\_\_Are there any activities or events that will drive the project schedule, e.g., availability of test ranges or special equipment, weather, participation in a CWP or Joint Capability Technology Demonstration, funding availability, etc.?

**Equitability of Contributions:**

\_\_\_\_\_List project responsibilities; (1). for the U.S., (2) for the partner nation(s),(3) combined efforts. *(Care should be taken to avoid excessive detail in the listing of tasks. In most cases, it's better to put broad statements in the agreement text and the detail in the Project Plan.)*

\_\_\_\_\_What does each country bring to the project (funding, test ranges, equipment, experience, prior research, services, and background information, etc.) as their share or contribution? Non-financial contributions will need to be estimated in financial terms. Note how you came up with the valuation of non-financial contributions. (*See Volume 12, Chapter 9, of the DoD Financial Management Regulation for guidance.*)

\_\_\_\_\_Determine, by U.S. fiscal year, the amount, and nature (financial or non-financial) of the contributions for each country. Contributions must be identified for each fiscal year the agreement is in effect. What exchange rate was used to determine the value (in U.S. dollars) of the partner's contributions?

\_\_\_\_\_Will any equipment or material be loaned between participants? What? How long? Will equipment or material be consumed or destroyed as part of the project? (*If equipment or material will need to be loaned, but cannot be identified in advance, note and provide that information to SAF/IAPC.*)

\_\_\_\_\_If partner(s) are unable to commit as much as the U.S., is there a way to limit their benefits from the project?

\_\_\_\_\_Does each government own, or have sufficient use rights to use, the information that will be transferred as part of the project?

#### **Information Security and Technology Transfer:**

\_\_\_\_\_Identify the technologies involved and their classification levels. Things to consider:

\_\_\_\_\_National Disclosure Policy (NDP) category/classification. (*Will an exception to the NDP be required? Note: Do **not** discuss NDP with foreign partner(s)!*)

\_\_\_\_\_Are LO/CLO or COMSEC technologies involved? (*Special, lengthy approval processes that must be completed prior to initial staffing of the agreement.*)

\_\_\_\_\_Are the technologies involved “extraordinarily sensitive,” such as infrared countermeasures, ballistic missile defense, LO/CLO? (*Special export control language will be required in SSOI.*)

\_\_\_\_\_What will be the highest classification level for information or material provided or generated under the project? (*CMI agreements require a Program Security Instruction (PSI) be developed and approved. CUI agreements can use an abbreviated PSI or marking instructions can be included in the Project or other Plan.*)

\_\_\_\_\_Will classified (or CUI that has potential to be classified) be generated as a result of this project? (*A Security Classification Guide will be required in addition to the PSI*)



**Export license Requirements:**

\_\_\_\_\_ Identity any contractor significant TAA/Export License/MLA requirements related to the project. *(Must plan for the time required for U.S. contractors to obtain export licenses before they can begin work.)*

**Cooperative Program Personnel (CPP):**

\_\_\_\_\_ Will the U.S. or partner nation assign qualified personnel to each other's organizations to work on to the project? *(CPP issues should be addressed in terms of financial and non-financial contributions. Provision of CPP should be included in identifying the sharing of tasks as well.)*

\_\_\_\_\_ When, CPP qualifications, how long, performing what tasks?

**Project Organization and Management Structure:**

\_\_\_\_\_ Consider how the project might be structured, managed, and controlled.

\_\_\_\_\_ Single Program Manager or joint PM? Joint or separate project offices? Etc.

\_\_\_\_\_ Will a Steering Committee for executive oversight be beneficial?

\_\_\_\_\_ For PAs (or other "subordinate" agreements), consult master agreement on management structure. *(The PA management typically reports to the management of the master agreement.)*

**Contracting/Industrial Base:**

\_\_\_\_\_ Will there be any contracting as part of the project?

\_\_\_\_\_ Will each side do its own contracting, or will one country contract on behalf of the other(s)? *(Affects which legal authority is used. There are special requirements when another country is contracting on our behalf.)*

\_\_\_\_\_ Will U.S. DoD contracting be used in any way? If so, what agency will do the contracting?

\_\_\_\_\_ Will U.S. contracting be done using full and open competition? *(Using an international agreement to justify limiting competition requires special coordination.)*

\_\_\_\_\_ Which foreign contractors will be used in the project and what are their roles? Which foreign government facilities or organizations?

\_\_\_\_\_ Will the agreement include any language about post-award management of contracts, such as QA services? *(Coordination with Defense Contract Management Agency will be required.)*

\_\_\_\_\_ Will the project involve any workshare arrangements, eventual co-production or cooperative production, or will there be any significant effects (pro or con) to the U.S. defense industrial base?

**Proponents' Points of Contact:**

\_\_\_\_\_ Ensure you get the following information for each POC (including the contact information of their negotiator, if known) from the partner nation(s):

Name, Title, Office Symbol, Organization, and Mailing  
Address Telephone, Fax, and E-mail address

**A2.2. Drafting the Summary Statement of Intent (SSOI).**

A2.2.1. The U.S.-only SSOI describes the scope and content of a proposed International Agreement (IA). The SSOI provides insight into the rationale and specifics of a proposed IA and is a crucial document in the IA development process. The SSOI is the basis upon which SAF/IA and/or OUSD(A&S) provides authority to develop and negotiate an IA. It is important to be thorough and accurate, yet concise, in completing the SSOI. SSOIs for amendments to existing IAs will be in an abbreviated format and will address only the proposed changes to the approved original SSOI and the current status of the program to be amended. The abbreviated SSOI will address, at a minimum, the current status of the program, remaining scope to be accomplished, and an updated financial summary (i.e. funds expended to date and projected funding) together with the justification for the amendment. The information in italics below is for guidance and should be removed before submission. The template for the SSOI is updated regularly as a result of OUSD(A&S) and MILDEP discussions, so proponents should work with SAF/IAPC to ensure they are using the latest version of the SSOI template

Figure A2.2. Summary Statement of Intent (SSOI)

*Summary Statement of Intent (SSOI) for a(n) [agreement type, e.g., Project Agreement, Memorandum of Understanding, etc.] for/concerning [full title of agreement] with [partner nation(s)]*

**1. Short Title of International Agreement:**

**2. Partner Nation(s):**

**3. Proponent:** Identify the responsible DoD Component or Military Department (MILDEP).

**3.a. Implementing Organization:** Identify the primary organization that will perform the work under the agreement.

**4. Date:** Date submitted to OSD.

**5. Description:** “This SSOI is in support of a...” [“Request for Authority to Develop and Negotiate (RAD)” or “Request for Final Authority to Conclude (RFA).”]

**5.a. Agreement Type:** Explain whether this is a new agreement (cite full title and participants corresponding to agreement title page), a subordinate agreement (cite full title of master agreement and participants corresponding to agreement title page, date of entry into force/effect, and date of expiration), or an amendment to an existing agreement (cite full title of existing agreement and participants corresponding to agreement title page, date of entry into force/effect, and date of expiration).

**5.b. Narrative/Objective/Requirement:** What will the cooperative project accomplish? What is the objective? Objectives should mirror those in the agreement. What DoD requirement(s) will the project meet?

**5.c. Duration/Schedule:** What is the duration/schedule of the project?

**5.d. Unusual Conditions:** Describe anything unusual about the agreement and/or project that is not addressed elsewhere in this SSOI.

**6. Fiscal:** “Funding for this agreement has been budgeted and authorized. The exchange rate used is 1.00 U.S. dollar equals” [XX (insert foreign currency equivalent)] (as of [insert date]).

***Funding (in [thousands/millions] of U.S. dollars (\$))***

<b>Funding Source</b>	<b>FYxx</b>	<b>FYxx</b>	<b>FYxx</b>	<b>FYxx</b>	<b>TOTAL</b>
<b>U.S. DoD Financial Costs</b>					
Program Element XXXXXXXX					
Program Element XXXXXXXX					
Travel Costs (or list as non-financial contribution; no PE required)					

<b>U.S. DoD Financial Total Costs</b>					
<b>U.S. DoD Non-Financial Costs</b>					
<b>U.S. DoD Total Costs</b>					
<b>XX MOD Financial Costs</b>					
<b>XX MOD Non-Financial Costs</b>					
<b>XX MOD Total Costs</b>					
<b>Total Project Value</b>					
<p><b>6.a. Non-financial Contributions:</b> In accordance with the DoD Financial Management Regulations (FMR), provide a narrative description of the expected U.S. and partner non-financial contributions, identify their values, and cite the FMR method used in determining their values based upon available information.</p> <p><b>6.b. Equitability Assessment:</b> Provide a narrative description of why the agreement is considered equitable and the method used to determine equitability.</p> <p><b>7. Legal Authority:</b> Provide the citations for the legal authorities that apply to the agreement.</p> <p><b>8. Technology Transfer &amp; Disclosure of Information:</b></p> <p><b>8.a. Classification Level of Information:</b> Identify the highest classification level of information to be provided or developed/generated under the agreement.</p> <p><b>8.b. Authority for Release of Information:</b> Identify who or what (e.g., Delegation of Disclosure Authority Letter (DDL)) has authorized the release of classified information and/or controlled unclassified information, including any conditions associated with that authority. If a DDL is the authority, indicated that it has been approved and will be issued upon signature of the agreement.</p> <p><b>8.c. Low Observable / Counter Low Observable (LO/CLO):</b> Identify whether any applicable LO/CLO technologies will be involved and, if so, cite the record of action for the positive Executive Committee decision. If none, state: "This [agreement] does not involve LO/CLO technologies."</p> <p><b>8.d. Communications Security (COMSEC):</b> Does the agreement involve the use or transfer of COMSEC equipment. If yes, note whether a positive Committee on National Security Systems decision has been made. If none, state: "This [agreement] does not involve the use or transfer of COMSEC equipment."</p> <p><b>8.e. Export Compliance:</b> Note the applicable export compliance measures taken and applied in the agreement.</p>					

**9. Contracting:**

**9.a. Expected Contracting:** Will contracting be required to meet the obligations of the agreement? Also include here any contracting that does NOT require the transfer of funds between partners. Will the U.S. DoD contract on behalf of partner nations? If none, state: “Contracting is not required to meet the obligations of this [agreement].”

**9.b. Contracting on Behalf of the U.S. DoD:** Will a partner nation be contracting on behalf of the U.S. DoD? (For the purpose of this question, “on behalf of U.S. the DoD” means contracting to satisfy U.S. DoD requirements using U.S. DoD funds.) If yes, describe the market research conducted and the results, including identification of potential sources. Refer to guidance provided at the end of this SSOI Template for additional information. If none, state: “Partner nation(s) will not be contracting on behalf of the U.S. DoD under this [agreement].”

**9.c. Contract Competition:** Will U.S. contracting be accomplished using full and open competition? If so, state: “U.S. contracting be accomplished using full and open competition.” If not, explain what justification will be used. Describe the market research conducted and the results, including identification of potential sources. Refer to guidance provided at the end of this SSOI Template for additional information. If contracting is not required to meet the obligations of this agreement, state: “Not applicable.”

**9.d. Unusual Contracting Circumstances:** Does the agreement include any specific understandings regarding the post-award management of contracts, such as performance of government quality assurance services? If none, state: “Not applicable.”

**10. IA Generator Deviations:** Please cite the version and date of the DoD International Agreements (IA) Generator or other reference document/agreement used to develop the agreement and note **all** deviations in the agreement. If this is a RAD package, note all planned or otherwise anticipated deviations. If this is an RFA package, identify all instances where the text of the agreement deviates from the text of the IA Generator (or the approved model Project Agreement/Arrangement (PA), model Equipment and Material Transfer Agreement/Arrangement, or other template). Deviations may be acceptable if the explanations are reasonable and the deviations are permissible from a policy and legal perspective.

**11. U.S. Industrial Base Impact:** Describe any U.S. industrial base impact of entering into the agreement.

**12. Negotiator:** Provide the name, organization, telephone number, and e-mail address of the lead negotiator for the agreement.

**13. Counsel:** Provide the name, organization, telephone number, and e-mail address of the lead counsel for the agreement.

**14. Foreign Disclosure Officer:** Provide the name, organization, telephone number, and e-mail address of the cognizant foreign disclosure officer for the agreement.

***SSOI GUIDANCE: Remove from final version of SSOI.***

DOCUMENT MARKING: On the first page should be a distribution marking. DOD Directive 5230.24, Distribution Statements on Technical Documents, date March 18, 1987, provides distribution marking samples that may apply. Examples:

- DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government Agencies only (*fill in reason*) (*date of determination*). Other requests for this document shall be referred to (*insert controlling DoD office*).
- DISTRIBUTION STATEMENT C. Distribution authorized to U.S. Government Agencies and their contractors (*fill in reason*) (*date of determination*). Other requests for this document shall be referred to (*insert controlling DoD office*).

**1. Short Title of International Agreement:** Provide the short descriptive title of the proposed agreement. This should be identical to any short title given to the agreement. Update for RFA, if necessary. Consistently use this short title throughout the remainder of the SSOI when referring to the agreement.

**2. Partner Nation(s):** Identify each country participating.

**3. Proponent:** Identify the responsible DoD Component or Military Department (MILDEP), e.g., U.S. Army/U.S. Navy/U.S. Air Force, Missile Defense Agency, Defense Threat Reduction Agency, etc.

**3.a. Implementing Organization:** Identify the primary organization that will perform the work under the agreement.

**4. Date:** Date submitted to OSD; update for revisions.

**5. Description:** “This SSOI is in support of a...” [“Request for Authority to Develop and Negotiate (RAD)” or “Request for Final Authority to Conclude (RFA).”] Specify here whether this SSOI is for RAD or RFA. Keep details in below subsections as simple as possible. Bear in mind that few reviewers are engineers. Keep away from jargon and abbreviations; don’t try to explain everything relevant to the project, just explain clearly what the proposed cooperative project will do.

**5.a. Agreement Type:** Explain whether this is a new agreement (cite full title and participants corresponding to agreement title page), a subordinate agreement (cite full title of master agreement and participants corresponding to title page, date of entry into force/effect, and date of expiration), or an amendment to an existing agreement (cite full title of existing agreement and participants corresponding to title page, date of entry into force/effect, and date of expiration). Provide copies of all documents that are referenced in SSOI.

**5.b. Narrative/Objective/Requirement:** What will the cooperative project accomplish? What is the objective? Objectives should mirror those in the agreement. What DoD requirement(s) will the project meet? Be concise and clear. Stay focused on what will be done under the cooperative project, not what the proponent’s office overall objective is. For science

and technology projects, cite the applicable Director of Defense Research and Engineering Strategic Plan; for other projects cite the relevant requirements document or approved acquisition strategy.

Note that within a project agreement/arrangement (PA), the PA's objectives should logically align with and flow down to the PA's scope of work, which should align with and flow down to the PA's sharing of tasks. Conversely, each shared task should be linkable (or correspond to) an element under the scope of work, and the elements of the scope of work should all align with the PA's objectives.

**5.c. Duration/Schedule:** What is the duration/schedule of the project? Provide detail on the project milestones, if any, and ensure that they are consistent with the agreement itself.

**5.d. Unusual Conditions:** Describe anything unusual about the agreement and/or project that is not addressed elsewhere in the SSOI, such as need/justification for expedited staffing (this justification must also be included in the signed RAD/RFA cover memo), unusual agreement construct, mix of Chapeau and non-Chapeau countries, the use of side letters, etc.

**6. Fiscal:** "Funding for this agreement has been budgeted and authorized. The exchange rate used is 1.00 U.S. dollar equals" [XX (insert foreign currency equivalent)] (as of [insert date]).

***Funding (in [thousands/millions] of U.S. dollars (\$))***

<b>Funding Source</b>	<b>FYxx</b>	<b>FYxx</b>	<b>FYxx</b>	<b>FYxx</b>	<b>TOTAL</b>
<b>U.S. DoD Financial Costs</b>					
Program Element XXXXXXXX					
Program Element XXXXXXXX					
Travel Costs (or list as non-financial contribution; no PE required)					
<b>U.S. DoD Financial Total Costs</b>					
<b>U.S. DoD Non-Financial Costs</b>					
<b>U.S. DoD Total Costs</b>					
<b>XX MOD Financial Costs</b>					
<b>XX MOD Non-Financial Costs</b>					
<b>XX MOD Total Costs</b>					
<b>Total Project Value</b>					
➤ If there are no financial or non-financial contributions or obligations associated with the proposed agreement, so indicate.					
➤ If there are financial or non-financial contributions or obligations associated with the proposed agreement, cite and describe the current status of proposed funding (e.g., Fiscal Year (FY) that funds authorized and appropriated are to be expended, funds in approved President's/DoD/MILDEP budget, intention to put in MILDEP Program Objective Memorandum (POM), etc.). For Science and Technology (S&T) programs, also describe (if applicable) the					

likelihood of obtaining future follow-on MILDEP system or equipment development or acquisition funding.

- Insert the above table that provides information on proposed financial and non-financial contributions to the cooperative effort. Key elements of the table are:
  - DoD's estimated financial cost EXPENDITURES by fiscal year and program element.
  - The partner's or partners' estimated financial cost expenditures by fiscal year.
  - The estimated value of the DoD and other partner nation's or nations' non-financial contributions and which fiscal year they will be applied to the project.
  - The total U.S. DoD and partner contributions required to meet the total estimated cost of the agreement.
- For agreement amendments, also provide at least a single column that summarizes expenditures to date.

**6.a. Non-financial Contributions:** In accordance with the Financial Management Regulations (FMR), provide a narrative description of the expected U.S. and partner non-financial contributions, identify their values, and cite the DoD FMR method used in determining their values based upon available information, i.e., "full costs," "other than full costs," or "cost recoupment waivers." Non-financial contributions may include, but are not limited to the value of background information provided to the project, the value of project equipment provided to the project, the value of the use of test facilities, government employee salaries, etc. If no non-financial contributions are anticipated, or if the status of non-financial contributions is unclear during the initial drafting of the RAD SSOI, state "No non-financial contributions will be provided under the [agreement short title]" or "Non-financial contributions are not known at this time." Ensure any initial RAD/negotiation estimates of non-financial contributions are validated during the negotiations, and that the amounts/results of this validation process are reflected in RFA SSOI documents. Note that the DoD FMR (Vol. 12, Chapter 9) paragraph 090406 provides guidance.

If applicable, statements such as the following should be used to explain the valuation of salaries and facilities: "Salary contributions were valued at full cost in accordance with Volume 12, Chapter 9, paragraph 090406.A of the DoD Financial Management Regulation (FMR). Costs related to the use of facilities were determined on an amortized basis in accordance with Volume 12, Chapter 9, paragraph 090504.D of the DoD FMR."

Note that if salaries are not identified as a non-financial contribution, then a statement must be made that indicates project salaries are a financial contribution under the relevant PE. Also note that, strictly speaking, travel costs are financial costs, but including them as a non-financial contribution is acceptable in accordance with past practice.

**6.b. Equitability Assessment:** Provide a narrative description of why the agreement is considered equitable and the method used to determine equitability. If there are any questions about how to assess equitability, consult the DoD FMR (Vol. 12, Chapter 9) paragraph



090505, which provides guidance and calculation methods. Make this response as straight forward and clear as possible. Equitability is based on the relationship of the contributions provided, in the form of funds, defense articles and defense services, to the benefits received, in the form of defense articles and services.

In addition to the narrative description, one of the following statements should be included in this section, as applicable:

- 1) Equitability of this PA was determined using the Number of Participants Method in accordance with Volume 12, Chapter 9, paragraph 090505.C.1 of the DoD FMR.
- 2) Equitability of this PA was determined using the Estimated Unit Production Method in accordance with Volume 12, Chapter 9, paragraph 090505.C.2 of the DoD FMR.
- 3) Equitability of this PA was determined using the Benefiting Assets Method in accordance with Volume 12, Chapter 9, paragraph 090505.C.3 of the DoD FMR.
- 4) Equitability of this PA was determined using other methods of calculation in accordance with Volume 12, Chapter 9, paragraph 090505.C.4 of the DoD FMR.

**7. Legal Authority:** Provide the citations for the legal authorities that apply to the agreement. Consult with your legal counsel on the appropriate legal authority for the agreement. List only those authorities that are legally sufficient to meet the objectives of the agreement.

**8. Technology Transfer & Disclosure of Information:**

**8.a. Classification Level of Information:** Identify the highest level of information to be provided or developed/generated under the agreement (i.e., Controlled Unclassified Information, public domain, or Classified Information – CONFIDENTIAL, SECRET, or TOP SECRET.).

**8.b. Authority for Release of Information:** Identify who or what (e.g., Delegation of Disclosure Authority Letter (DDL)) has authorized the release of classified information and/or controlled unclassified information to a foreign government or international organization, including any conditions associated with that authority. If a DDL is the authority, indicated that it has been approved and will be issued upon signature of the agreement. Normally the document that provides the authority is a DDL or a National Disclosure Policy Committee Record of Action (RA). An RA is documentation that indicates that the National Disclosure Policy has granted an exception to the National Disclosure Policy (NDP-1). You should indicate only the RA number and its date in this paragraph (e. g., RA-008/07, dated January 23, 2008). Note that associating a country with its NDP authorized level of disclosure is classified.

**8.c. Low Observable / Counter Low Observable (LO/CLO):** Identify whether any applicable LO/CLO technologies will be involved and, if so, cite the RA for the positive Executive Committee decision. If none, state: “This [agreement] does not involve LO/CLO technologies.” Consult with a foreign disclosure officer or Designated Disclosure Authority if

unsure of whether this applies. A loose definition of technologies with LO/CLO concerns is: communications electronic attack and signature reduction (radio frequency (RF), infrared (IR), electro-optical, visual, ultraviolet (UV), acoustic, magnetic, road dust (RD) emissions) of defense platforms, including systems, subsystems, components, materials, technologies, and signature prediction, test and measurement equipment, and software. LO/CLO technology includes electronically scanned array radar, laser radar (LADAR), as well as multi-static and IR focal plane array-based sensors.

**8.d. Communications Security (COMSEC):** Does the agreement involve the use or transfer of COMSEC? If yes, note whether a positive Committee on National Security Systems decision has been made. If none, state: “This [agreement] does not involve the use or transfer of COMSEC equipment.”

**8.e. Export Compliance:** Note the applicable export compliance measures taken and applied in the agreement.

Insert into the SSOI either the “Baseline” or “Baseline Plus” sets of paragraphs below AND the “Export Control Compliance Implementation Measures” paragraph below. **Note:** replace “party” with “participant,” as appropriate, when agreement uses Chapeau text.

-- Export Control Compliance Planning (Baseline): Export-controlled technical data (which is a subset of “Information” as defined in the [agreement]) will be marked in accordance with national export control laws and regulations. Export-controlled technical data furnished by the United States will be marked by the originator as export-controlled in accordance with the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and/or DoD Directive 5230.25 and DoD Instruction 5230.24, as applicable. All [country x] export-controlled information will be marked as [country to provide] or other [country to provide] export control markings established in the Project Security Instruction (PSI) [or Project Plan, as appropriate]. Unless otherwise restricted by duly authorized officials of the furnishing party at the time of transfer to the receiving party, all export-controlled Information furnished by one party to the other party may be retransferred to the other party’s contractors, subcontractors, prospective contractors, or prospective subcontractors. Parties must establish legally binding arrangements in contracts to limit the end use of the export-controlled technical data to the purposes authorized in the agreement [or master agreement and PA] only. Transfer of such export-controlled technical data to contractors, subcontractors, contractor support personnel, prospective contractors, and prospective subcontractors will be consistent with the Parties’ export control laws and regulations.

-- Export Control Compliance Text: The [agreement or the governing framework agreement, as applicable] uses the latest approved standard, non-sensitive (Baseline) export control provisions.

**\*\*OR\*\***

[for certain projects dealing with sensitive technologies or operational capabilities, such as ballistic missile defense, IR countermeasures, and/or LO/CLO technologies are presumed to be sensitive and may require “Baseline Plus” provisions]

-- Export Control Compliance Planning (Baseline Plus): Export-controlled technical data (which is a subset of “Information” as defined in the [agreement]) will be marked in accordance with national export control laws and regulations. Export-controlled technical data furnished by the

United States will be marked by the originator as export-controlled in accordance with the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and/or DoD Directive 5230.25 and DoD Instruction 5230.24, as applicable. All [country x] export-controlled information will be marked as [country to provide] or other [country to provide] export control markings established in the Project Security Instruction (PSI) [or Project Plan, as appropriate]. U.S. export-controlled technical data furnished pursuant to the [agreement] will be authorized for Party [may include contractor support personnel, when appropriate] end-use only unless retransfer to the other Party's national contractors is specifically approved prior to transfer by one of the following: (1) approved Department of State or Department of Commerce export regulations; or (2) the appropriate DoD Component's AECA/ITAR exemption certification authority. Parties must establish legally binding arrangements in contracts to limit the end use of the export-controlled technical data to the purposes authorized in the [agreement] only. Transfer of such export-controlled technical data to contractors, subcontractors, contractor support personnel [as appropriate], prospective contractors, and prospective subcontractors will be consistent with the Parties' export control laws and regulations.

-- **Export Control Compliance Text:** The [agreement or the governing framework agreement, if applicable] uses the latest approved standard, sensitive (Baseline Plus) export control provisions.

**\*\*AND\*\***

-- **Export Control Compliance Implementation Measures:** U.S. export-controlled technical data to be released by the U.S. DoD during briefings and/or meetings pursuant to this [agreement] will be reviewed in advance by a cognizant foreign disclosure office for export control compliance considerations in accordance with DoD Directive 5230.25 and DoD Instructions 5230.24 and 5230.27, and a determination will be made regarding the need to restrict any export-controlled technical data from [country x MOD] retransfer to [country x] companies or any other [country x] entities. Before foreign-origin technical data is released, it will be reviewed by a cognizant foreign disclosure office to ensure export compliance and retransfer restrictions are met. If any such export-controlled technical data is subject to retransfer restrictions, the [country x MOD] will be notified at the earliest possible opportunity. Unclassified export-controlled technical data exchanged, disclosed, or developed pursuant to this [agreement] will be treated as "Controlled Unclassified Information" under the provisions of the [agreement or master agreement and PA], and marked in accordance with DoD Directive 5230.25 and DoD Instruction 5230.24.

## **9. Contracting:**

**9.a. Expected Contracting:** Will contracting be required to meet the obligations of the agreement? Also include here any contracting that does NOT require the transfer of funds between partners. Will the U.S. DoD contract on behalf of partner nations? If yes, describe the work to be performed or products to be delivered under each contemplated contract. Identify the DoD contracting activity that will provide contracting support. Identify the contracting officer with whom the agreement language has been coordinated. If none, state: "Contracting is not required to meet the obligations of this [agreement]."

**9.b. Contracting on Behalf of the U.S. DoD:** Will a partner nation be contracting on behalf of the U.S. DoD? (For the purpose of this question, "on behalf of U.S. the DoD" means contracting to satisfy U.S. DoD requirements using U.S. DoD funds.) If yes, describe the

market research conducted and the results, including identification of potential sources. If a foreign partner will conduct procurements and award contracts on behalf of DoD, explain how requirements of 10 USC § 2350b will be satisfied. If U.S. industry will not be provided an opportunity to compete for the contract(s), explain why and describe the market research conducted and the results, including identification of potential sources. If none, state: “Partner nation(s) will not be contracting on behalf of the U.S. DoD under this [agreement].”

**9.c. Contract Competition:** Will U.S. contracting be done using full and open competition? If so, state: “U.S. contracting be accomplished using full and open competition.” If not, explain what justification will be used. Describe the market research conducted and the results, including identification of potential sources. **Note:** the agreement may not include language that puts limitations on competition or assumes use of a sole source unless the agreement language and the associated justification for limiting competition pursuant to 10 USC § 2304(c) have been coordinated with the Contracting Officer and the official authorized under FAR Part 6, as supplemented, to approve the justification required by FAR Subpart 6.3. If contracting is not required to meet the obligations of this agreement, state: “Not applicable.”

**9.d. Unusual Contracting Circumstances:** Does the agreement include any specific understandings regarding the post-award management of contracts, such as performance of government quality assurance services? If so, explain the intended arrangements, and identify the individual in the affected DoD organization (e.g., Defense Contract Management Agency) with whom the agreement language was coordinated. If none, state: “Not applicable.”

**10. IA Generator Deviations:** Please cite the version and date of the DoD IA Generator or other reference document/agreement used to develop the agreement and note **all** deviations in the agreement. If this is a RAD package, note all planned or otherwise anticipated deviations. If this is an RFA package, identify all instances where the text of the agreement deviates from the text of the IA Generator (or the approved model Project Agreement/Arrangement, model Equipment and Material Transfer Agreement/Arrangement or other template). Deviations may be acceptable if the explanations are reasonable and the deviations are permissible from a policy and legal perspective.

*DoD OGC prefers that all deviations be highlighted and annotated in the text of the agreement itself (e.g., using “track changes”).*

For those agreements for which OUSD (AT&L)/IC provided RAD authority, the RFA package should also include a tracked-change version of the IA text that clearly indicates the changes made to the RAD-approved text, as well as a brief comment indicating the reason for each change.

**11. U.S. Industrial Base Impact:** Describe any U.S. industrial base impact of entering into the agreement. Consider the following: Which foreign government facilities are likely to participate in this cooperative effort and what are their planned role(s) in the effort? Which foreign contractors (excluding support contractors) will participate and what is their planned role(s) in the effort? If known, describe the potential markets for the technology developed as part of the agreement. Describe any potential commercial uses for this technology. Do you anticipate workshare arrangements, requests for offsets, or offshore production of items restricted to

procurement in the United States? Describe workshare arrangements and identify which proposed technologies the participant's industry would receive for coproduction. Are you aware of any key parts or components with a single source of production? Will there be any significant effects (pro or con) on any U.S. companies or U.S. industrial sector(s), and if so, what are they likely to be?

**12. Negotiator:** Provide the name, organization, telephone number, and e-mail address of the lead negotiator for the agreement, who must be a U.S. DoD employee. If a government support contractor is providing support, that individual's contact information may also be provided.

**13. Counsel:** Provide the name, organization, telephone number, and e-mail address of the lead counsel for the agreement.

**14. Foreign Disclosure Officer:** Provide the name, organization, telephone number, and e-mail address of the cognizant foreign disclosure officer for the agreement.

**A2.3. Completing the Certification for Reporting to the Congress.** As required under Section 27 of the AECA (22 USC § 2767) and Title 10 United States Code Section 2350a, the DoD must submit to the Speaker of the House of Representatives and to the Chairs of the Committees on Foreign Relations and Armed Services of the Senate a numbered certification or report on the proposed cooperative agreement. SAF/IAPC must provide Air Force inputs for the certification, which must include the following information.

**Figure A2.3. Certification for Reporting to the Congress**

As required under Section 27 of the AECA (22 USC § 2767) and Title 10 United States Code Section 2350a, the DoD must submit to the Speaker of the House of Representatives and to the Chairs of the Committees on Foreign Relations and Armed Services of the Senate a numbered certification or report on the proposed cooperative agreement for Friendly Foreign Countries. SAF/IAPC must provide USAF inputs for the certification, which must include the following:

PROJECT CERTIFICATION (Number: ####)  
(Title of Project)

- 1. Project Description.** *A detailed description of the cooperative project with respect to which the certification is made.*
- 2. Estimated Quantities.** *An estimate of the quantity of the defense articles expected to be produced in furtherance of such cooperative project.*
- 3. Estimated Cost.** *An estimate of the full cost of the cooperative project, with an estimate of the full cost to be incurred by the U.S. Government, including an estimate of the costs as a result of waivers of 22 USC § 2761(e)(1)(A) and 2792(b), for its participation in such cooperative project and an estimate of that part of the full costs to be incurred by the other participants.*
- 4. Financial Contributions for the Cooperative Effort.** *An estimate of the dollar value of the funds to be contributed by the U.S. and each of the other participants on behalf of such cooperative project.*
- 5. Defense Articles and Services Contributions.** *A description of the defense articles and defense services expected to be contributed by the U.S. and each of the other participants on behalf of such cooperative project.*
- 6. Policy and National Security Benefits.** *A statement of the foreign policy and national security benefits anticipated to be derived from such cooperative project.*
- 7. Prime Contractors and Subcontractors.** *To the extent known, whether it is likely that prime contracts will be awarded to particular prime contractors or that subcontracts will be awarded to particular subcontractors to comply with the proposed agreement.*

**Figure A2.4. Certificate of Authenticity.****CERTIFICATE OF AUTHENTICITY FOR [TITLE OF THE PROJECT]**

I hereby certify that, in the course of its official duties, the Armaments Cooperation Division (SAF/IAPC), Office of the Deputy Under Secretary of the Air Force, International Affairs, maintains custody of the original signed copy of the [*Full Title of the Agreement*] between [*Full List of the Participating Nations from Signature Page*] concerning [*Subject of the Agreement*]. The attachment is a true and certified copy of the original document.

///signed///

Chief, Armaments Cooperation Division  
Deputy Under Secretary of the Air Force  
International Affairs

**Figure A2.5. Final Report Format for an International Agreement.**

<p style="text-align: center;"><b>Name of Project/Reference Number of the IA (if applicable)</b> <b>Duration of the Project [Start and End Date of the IA]</b></p> <p><b>Sponsor:</b> <i>USAF organization executing project, POC name and commercial phone number.</i></p> <p><b>Partner Nation(s)/Agency Involved:</b> <i>Also include partner organization name and POC.</i></p> <p><b>Accomplishments versus Stated Objectives in the IA:</b></p> <p><b>Summarize Highlights of Project Execution:</b></p> <p><b>Any Planned Follow-on Activity:</b> <i>Are there any plans for a follow-on agreement for further development or production?</i></p> <p><b>Benefits to the USAF and the Foreign Partner:</b> <i>Explain how the technology or capability developed in this agreement will be applied to increase warfighter effectiveness, interoperability, etc.</i></p> <p><b>Issues/Notes:</b> <i>If no issues, so state.</i></p> <p>a. <i>Identify and discuss issues that had to be resolved to allow or enhance success of the project.</i></p> <p>b. <i>Identify and discuss cost growths or scheduled delays.</i></p> <p>c. <i>Any other notes that could prove beneficial to future IAC projects.</i></p> <p><b>Disposition:</b> <i>In the view of the PM, was the project successful?</i></p>
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## Attachment 3

**FORMATS FOR INFORMATION EXCHANGE PROGRAM (IEP) DOCUMENTS (IEA, DEA, AND QPQ ANALYSIS)**

**A3.1. Information Exchange Annex (IEA).** Many Master Information Exchange Agreements contain a previously agreed format for subject-specific annexes. If not, proponents should use the following format as a guide. The information in italics is for guidance and should be removed before submission.

**Figure A3.1. Format for an Information Exchange Annex (IEA).**

Many Master Information Exchange Agreements (MIEAs) contain a previously agreed format for subject-specific annexes. If not, proponents should use the following format as a guide. The information in italics is for guidance and should be removed before submission.

**INFORMATION EXCHANGE ANNEX**

**[Insert Partner Country]-U.S.**

**CONCERNING  
[Title of the MIEA]**

**IEA-AF-CY-XX-0000**

*[Calendar Year (CY)/country code (e.g. AR for Argentina)/4-digit code; this code is mutually agreed with the partner nation and is the next consecutive number in the USAF IEA list with that partner]*

In accordance with the *[use MIEA title for that specific country]* between the Ministry of Defense of *[Country]* and the Department of Defense of the United States of America, signed *[effective date of the MIEA]*, the following Information Exchange Annex (IEA) is hereby established.

**1. DESCRIPTION**

a. The scope of this IEA comprises an exchange of Research, Development, Test, and Evaluation (RDT&E) Information in the following areas. *[Information to be exchanged can include concepts, techniques, methodologies, and reports]*

- (1)
- (2)
- (3) etc.

b. Exchanges of Research, Development, Test, and Evaluation (RDT&E) Information under this IEA shall be on a reciprocal, balanced basis such that the Research, Development, Test, and Evaluation (RDT&E) Information exchanged between the Parties shall be of

approximately equivalent value, quantitatively and qualitatively, in accordance with Article \_\_\_\_ (Objective and Scope) of the MIEA.

c. All Research, Development, Test, and Evaluation (RDT&E) Information exchanges under this IEA shall conform with the provisions of the MIEA, including the prohibitions against exchange of weapon, sensor, or related system computer software documentation; exchange of production information; and exchange or provision of defense articles or services contained in Article \_\_\_\_ (Objective and Scope) of the MIEA.

d. Correspondence and requests for RDT&E Information shall be handled in accordance with Article \_\_\_\_ (Channels of Communication and Visits) and Article \_\_\_\_ (Security) of the MIEA.

e. This IEA provides no authority for placing contracts in accordance with Article \_\_\_\_ (Contractual Arrangements) of the MIEA.

f. Research, Development, Test, and Evaluation (RDT&E) Information shall not be used by the receiving Liaison Officer(s) for any purpose other than the purpose for which it was furnished without the specific prior written consent of the originating Liaison Officer(s)) in accordance with Article \_\_\_\_ (Disclosure and use of R&D Information) of the MIEA. Unless specifically permitted under the provisions of paragraph 4 below, Research, Development, Test, and Evaluation (RDT&E) Information exchanged under this IEA is to be used by the receiving Liaison Officer(s) solely for information and evaluation purposes by their defense establishments.

## **2. ANNEX AUTHORITIES, TECHNICAL PROJECT OFFICERS (TPO's), LIAISON OFFICERS, AND ESTABLISHMENTS**

a. For [*Partner Country*]:  
[*Include organization, office symbol, and telephone number. For TPO's, ATPOS and LO's, include email address.*]:

(1) Annex Authority:

\_\_\_\_\_.

(2) Technical Project Officer (TPO):

\_\_\_\_\_.

(3) Associate Technical Project Officer(s) (ATPO(s)) (*as appropriate*):

\_\_\_\_\_.

\_\_\_\_\_.

(4) Liaison Officer(s) (*as appropriate*):

\_\_\_\_\_.

\_\_\_\_\_.

(5) Establishment(s) [*Establishments may be any agency selected to participate in the IEA. There is no limit to the number of Establishments that may be recommended for inclusion, with four to six typical. Include full name and address of the installations and agencies who will participate in the IEA*]:

\_\_\_\_\_  
\_\_\_\_\_.

b. For the U.S.:

[*Include organization, office symbol, and telephone number. For TPOs, ATPOs, and LOs, include email address.*]:

(1) Annex Authority:

Deputy Under Secretary of the Air Force, International Affairs  
Director of Policy (SAF/IAP)  
1080 Air Force Pentagon  
Washington DC 20330-1080

(2) Technical Project Officer (TPO):

\_\_\_\_\_.

(3) Associate Technical Project Officer(s) (ATPO(s)) (*as appropriate*):

\_\_\_\_\_  
\_\_\_\_\_.

(4) Liaison Officer(s) (as appropriate) [ODC Air Force Section Chief or Air Attaché in-country]:

\_\_\_\_\_  
\_\_\_\_\_.

(5) Establishment(s):

\_\_\_\_\_  
\_\_\_\_\_.

### 3. SECURITY AND INFORMATION CONTROL

a. The highest classification of Research, Development, Test, and Evaluation (RDT&E) Information which may be exchanged under this IEA is [*Insert UNCLASSIFIED, CONFIDENTIAL, or SECRET as appropriate*].

b. All Research, Development, Test, and Evaluation (RDT&E) Information exchanges under this IEA will conform to the security and information control provisions of the MIEA including Article \_\_ (Controlled Unclassified Information), Article \_\_ (Security), and Article \_\_ (Third Party Transfers).

c. Annual Research, Development, Test, and Evaluation (RDT&E) Information objectives may be specified, if appropriate.

**4. SPECIAL DISCLOSURE AND USE OF SCIENTIFIC AND TECHNICAL INFORMATION PROVISIONS.** *[List any special provisions, if applicable]*

**5. FINANCIAL RESPONSIBILITIES.** Each Party shall be responsible for its own costs in the performance of this IEA in accordance with Article \_\_ (Financial Arrangements) of the MIEA.

**6. TERMINATION AND DURATION OF THIS IEA**

a. This IEA may be terminated at any time by the written agreement of both Annex Authorities, who shall consult at the appropriate level prior to the date of termination to ensure termination on the most equitable terms. In the event a Party's Annex Authority finds it necessary to unilaterally terminate its participation in this IEA, it may terminate upon 60 days written notification to the other Party's Annex Authority. Termination of this IEA shall be subject to the provisions of Article \_\_ (Amendment, Termination, Entry Into Force, and Duration) of the MIEA.

b. This IEA shall remain in force for a period of five (5) years from the date of the last signature unless amended or extended by mutual written consent. Before the expiration of this IEA, the Annex Authorities shall review the IEA and may, by mutual written consent, extend the IEA for additional periods of up to five years.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

FOR THE MINISTRY OF  
DEFENCE OF [*Partner Country*]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Location

**A3.2. Data Exchange Annex (DEA).** Master Data Exchange Agreements (MDEAs) are older-style agreements, but they remain in effect because of the way the negotiators developed the original signed text. Because most MDEAs do not have a format attached to them, USAF proponents should use the following as a guide for drafting a new DEA:

**Figure A3.2. Format for a Data Exchange Annex (DEA).**

[CLASSIFICATION]

**ANNEX NO. DEA-AF-CY-XX-0000**

[CY/country code (e.g. GE for Germany)/4-digit code; this code is mutually agreed with the partner nation and is the next consecutive number in the USAF DEA list with that partner]

**TO THE  
MASTER DATA EXCHANGE AGREEMENT  
BETWEEN  
THE UNITED STATES DEPARTMENT OF DEFENSE  
AND  
THE MINISTRY OF DEFENSE OF [PARTNER COUNTRY]  
[TITLE OF ANNEX]**

Pursuant to the terms and conditions of the Mutual Weapons Development Master Data Exchange Agreement between the United States Department of Defense and the Government of [Partner Country] Ministry of Defense, signed [insert date of the master], the United States Department of Defense and the [Partner Country] Ministry of Defense hereby establish the following data exchange annex.

**1. PROJECT DESCRIPTION AND CLASSIFICATION**

a. Scope. This Annex provides for the exchange of Research, Development, Test, and Evaluation (RDT&E) information of mutual interest on [Define the scope of the DEA, including a description of the specific functional or technical area to which the DEA applies].

b. Highest classification of data to be exchanged: [Insert UNCLASSIFIED, CONFIDENTIAL, or SECRET as appropriate].

**2. ESTABLISHMENTS AND AUTHORITIES CONCERNED**

a. For the U.S.:

(1) Establishments [Establishments may be any agency selected to participate in the DEA. There is no limit to the number of Establishments. Include full name and address of the installations and agencies who will participate in the DEA]

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(2) Authorities [*Include organization, office symbol, telephone number, and e-mail address for all authorities listed below*]

(a) [*Insert Office of Defense Cooperation (ODC) Air Force Section Chief or U.S. Air Attaché in-country*]

(b) [*Insert the TPO, and ATPOs, if there are any*]

b. For [*Insert partner country*]:

(1) Establishments [*Establishments may be any agency selected to participate in the DEA. There is no limit to the number of Establishments. Include full name and address of the installations and agencies who will participate in the DEA*]

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(2) Authorities [*Include organization, office symbol, telephone number, and e-mail address for all authorities listed below*]

(a) [*Insert as appropriate. Sometimes this contact comes from the partner embassy in Washington*]

(b) [*Insert the TPO, and ATPOs if there are any*]

**3.** Only those Authorities listed in subparagraphs 2.a.(2) and 2.b.(2) herein are authorized to initiate communication. Such communication will be transmitted through the Technical Project Officer (Project Implementation Authority) channel, as prescribed in Article \_\_\_ of the Master Data Exchange Agreement.

**4.** Each party will be responsible for its own costs in the performance of this Annex. Each party's commitment to performance is subject to the availability of funds.

**5.** No commitment is implied herein to furnish any manufacturing or production data or software development know-how, transfer any production rights involved in this information, or require exchange of information whose dissemination is restricted by agreements with governments not signatory to this agreement. The data provided will be safeguarded and will not be further disseminated without prior written approval.

IN WITNESS WHEREOF, the parties hereto have executed this Annex No. *[Fill in number]* to the Mutual Weapons Development Master Data Exchange Agreement between the Government of the United States of America and the Government of *[Insert Partner Country]* effective on the date of the latter signature below.

<p>FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA Department of Defense</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>	<p>FOR THE GOVERNMENT OF <i>[Insert Partner Country]</i></p> <p>Ministry of Defense</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
--	--

**A3.3. Quid-Pro-Quo (QPQ) Analysis.** Each IEA proposal includes a QPQ analysis prepared by the prospective U.S. TPO describing the net benefits to the U.S. and the partner country. Proponents submit the QPQ analysis, along with the other documentation described in **Chapter 3**, to SAF/IAPC for coordination. The QPQ analysis format is as follows:

**Figure A3.3. Format for a Quid-Pro-Quo (QPQ) Analysis.**

<p style="text-align: center;"><b>Quid-Pro-Quo (QPQ) Analysis</b></p> <p style="text-align: center;"><b>[Insert Title of the IEA]</b></p> <p><b><u>Introduction.</u></b> <i>[The introduction briefly summarizes the purpose of the proposed IEA and includes specific areas of information to be exchanged.]</i></p> <p><b><u>Benefits to the U.S.</u></b> <i>[This section should contain a narrative describing U.S. technology gaps that the IEA is likely to fill, the potential for cost avoidance, how the exchange can contribute to standardization and interoperability, and any expectations for follow-on IAC projects.]</i></p> <p><b><u>Benefits to the [Insert Partner Country].</u></b> <i>[This section should contain a narrative describing U.S. technologies that the IEA will share with the partner country and how those technologies will benefit the partner.]</i></p> <p><b><u>Mutual Benefits to Both Parties.</u></b> <i>[This section should contain a narrative describing the synergies likely to accrue from the IEA, including items such as the potential for improved systems capabilities, the possible elimination of duplication in research, and enhanced standardization and interoperability.]</i></p>
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## Attachment 4

## TEST &amp; EVALUATION PROGRAM PROJECT PROPOSAL SUMMARY

**A4.1. T&E Project Proposal Summary.** Proponents for PAs under a bilateral T&E Program MOA should use the following project proposal summary (limited to one page) to gain approval in principle before submitting more detailed documentation to SAF/IAPC for processing.

**Figure A4.1. Format for a T&E Project Proposal Summary.**

Proposed Project Name	Date
<b>1. Location:</b> <i>[Specify the desired test range/site and full address]</i>	
<b>2. U.S. POC and [Foreign Partner] POC:</b>	
<b>3. Scope:</b> <i>[Identify the test characteristics, equipment, and its intended accomplishment, to include PM and Test Manager responsibilities]</i>	
<b>4. Rationale for using [Foreign Partner] Test Site/U.S. Test Site:</b> <i>[Why the particular test requires a [foreign partner] resource or U.S. resource]</i>	
<b>5. Test Period:</b> <i>[Identify testing periods in months, quarters and indicate whether it will be an ongoing test. You can also request a certain date (mo/day/year) when the test should start and end]</i>	
<b>6. Range/Service Requirements:</b> <i>[List specific DoD/MOD support that is required for the test. Please include topics such as personnel, space, computer equipment, workshop access, logistical support, fuel, materiel, etc.]</i>	
<b>7. Personnel and Equipment:</b> <i>[List the number of U.S. personnel that will be involved in the testing and the types of equipment being deployed]</i>	
<b>8. Construction, Hazardous Materials and Environment Effects:</b> <i>[If any, please specify or state that none exist]</i>	
<b>9. Responsible Command POCs:</b> <i>[List all U.S. POCs, including the PM and Test Manager, with complete addresses, phone and fax numbers, and e-mail addresses]</i>	
<b>10. Public Affairs:</b> <i>[Address all sensitive issues]</i>	
<b>11. Other Details:</b> <i>[Funding, etc]</i>	

## Attachment 5

## IAPC FOREIGN COMPARATIVE TESTING PROGRAM TEMPLATE

**A5.1. Foreign Comparative Testing (FCT) Project Nomination Form.** The Air Force is an active participant in the FCT Program and strives to ensure that annual FCT proposals are of the highest quality to reflect Air Force requirements. To facilitate the annual process, Air Force proponents for FCT proposals submit the following information in accordance with the schedule in [Chapter 5](#).

**Figure A5.1. FCT Project Nomination Form Template.**

<b><u>USAF FCT Project Nomination Form</u></b> <i>(limit to two pages)</i>
<p><b>1. Project Name:</b> Include weapon system and specific capability (i.e., Integrated Pylon Dispenser for F-16).</p>
<p><b>2. Country(s) - Company(s):</b> Identify the company(s) developing or producing the foreign item along with the primary country of origin.</p>
<p><b>3. Brief description of the project:</b> Include name of foreign item, any known use by Allies, purpose and benefits of item, and comparison to current capability (if any).</p>
<p><b>4. Basis for requirements:</b> List any requirements documents, existing funding stream(s), or anything else that supports the need to evaluate the foreign item.</p>
<p><b>5. Category of FCT effort:</b> Comparison or qualification (multiple candidates or one candidate), and end result sought with this FCT project.</p>
<p><b>6. OSD Focus Area:</b> Identify the OSD EC&amp;P Focus Area(s) this system supports (i.e., Asymmetric Force Application, Electromagnetic Spectrum Agility, Autonomous Systems, or Information Operations and Analytics). Provide justification on why it supports this area.</p>

**7. Funding:** Amount of FCT funding requested, total and by year. (i.e., Total= \$1.7M, FY18=\$0.8M, FY19=\$0.9M). FCT funding is RDT&E (3600 funds) and may cover up to a two year period. OSD is looking for cost sharing from the Service/SOCOM (50/50 is expected).

**8. Procurement Potential:** Identify which office would/could procure the item upon successful completion of the FCT project, where the procurement funds would/could come from, amount of procurement funding needed for the initial articles, and the number of items expected to be procured.

**9. Issues:** Identify any issues, such as availability of domestic candidates, on-going risk reduction efforts, etc.

**10. Project POC:** List the POCs and contact information of individuals who will work this project.

## Attachment 6

**FORMAT FOR INTERNATIONAL COOPERATION RESEARCH & DEVELOPMENT  
PROGRAM NOMINATIONS AND Quad Chart**

Figure A6.1. ICR&amp;D Project Nomination Form

<p><b>FYxx INTERNATIONAL COOPERATION RESEARCH AND DEVELOPMENT (ICR&amp;D) FUNDING</b></p>
<p><b>1. Title of Proposed International Armaments Cooperation (IAC) Agreement:</b></p>
<p><b>2. Short Title of Project:</b></p>
<p><b>3. USAF Proponent:</b></p>
<p><b>4. Foreign Partner(s) Involved:</b></p>
<p><b>5. Overview of Proposed Cooperative Effort:</b> <i>Briefly describe the proposed cooperative effort including, but not limited to, the scope of the proposed effort, the deliverables (e.g., technical report, proof of concept technology, improved hardware, improved interoperability of existing systems), potential application to development of new systems or equipment, and impact to the warfighter. (25 lines max)</i></p>
<p><b>6. DOD Requirement Status:</b> <i>What US S&amp;T or R&amp;D requirement, defense acquisition mission need, or operational requirement would this project satisfy or what critical deficiency or shortfall would this project address? Cite applicable documents, such as one of the Seventeen DoD S&amp;T Communities of Interest, one of ASD R&amp;E's Three Guiding Principles, one of the DoD's Five Key Third Offset Strategic Areas, and / or one of the SECAF's S&amp;T Game Changing Priorities your ICR&amp;D project falls under. If your project supports more than one area, identify which one is a primary area and which ones are ancillary.</i></p> <p><i>(Note: specific requirement document(s) offer the strongest support. Documented operational (user) deficiencies are acceptable (list document and provide a short description of the deficiency). Referencing Technology Area Plans or similar documents is also acceptable).</i></p>
<p><b>7. Benefits to the US and to the [insert Country Partner(s)]:</b> <i>Describe the benefits of cooperating with the proposed partner(s) and how they outweigh a US-only effort.</i></p>
<p><b>8. Potential Program Risks:</b> <i>Describe any potential technology transfer or program risks and how such risks will be mitigated (consult with your local Foreign Disclosure Officer (FDO) for advice).</i></p>

**9. Partner Nation(s) Commitment:** *What is the assessment (and your basis for it) of the degree of foreign partner interest and commitment? Indicate whether the appropriate foreign organizations have been contacted (Laboratory, Ministry of Defense, etc.) and the nature and status of these contacts. Describe interactions/technical discussions with prospective partner(s).*

**10. International Agreement Vehicle and Proposed Development Schedule:** *Note whether the cooperation would require a PA under an existing MOU (and identify the MOU), or whether a new MOU would be required. Estimate the agreement development timeline (how soon could the agreement be put in place); this section should be developed in consultation with appropriate MAJCOM and SAF/IAPC POCs.*

*(Note: you will need to contact your supporting international office, e.g. AFRL/XPPI, and the country desk officer for your proposed partner at SAF/IAPC to explore your options and complete this portion of the nomination form).*

**11. Briefly describe the potential industrial base impact (if any):** *Identify the US Government facilities likely to be used in this cooperative effort and their planned role(s) in the effort. Identify any US contractors (excluding support contractors) and their planned role(s) in the effort. Identify the foreign government facilities likely to be used in this cooperative effort and their planned role(s) in the effort. Identify any foreign contractors (excluding support contractors) and their planned role(s) in the effort.*

**12. Estimated Project Schedule:** *The schedule can be a table or a list. List the key events and the estimated start and stop times (can be shown as quarters or months). This schedule should be consistent with your funding profile listed in paragraph 13. Will the work be done independently or collaboratively? Who will lead?*

**13. Financial Matters:** *The sources and amount of USAF funding necessary to execute the proposal must be identified and properly coordinated. USAF funds must be identified in the appropriate budget documentation and committed from the start of the project. The project must be supported at the appropriate organizational levels, e.g., Laboratory, Systems Group, user command, HQ USAF, OSD, Joint Staff, etc. The proponent commander must certify funds availability and organizational commitment. Is there any other funding being applied for (e.g., CWP funds)?*

Funding Source	FYxx	FYxx +1	Total
US Financial Costs			
ICR&D PE	Amount requested in proposal, PE to be provided by SAF/IAPC, if		

	<i>project approved.</i>		
Other Relevant (Proponent) PE(s)*	<i>Amount of your laboratory's funding "matching" ICR&amp;D funding</i>		
US Non-Financial Costs**			
<b>Total US Costs</b>			
Partner Financial Costs			
Partner Non-Financial Costs**			
<b>Partner Total Costs</b>			
<b>Total Project Value***</b>			
<p>*In order to receive ICR&amp;D funds, you – the proponent – must provide matching funds, e.g. if you request \$250.0K of ICR&amp;D funding, you must match or exceed an equivalent amount of your own organization's funding, in this case providing \$250.0K or more of your own funding.</p> <p>**Non-Financial Costs (defense articles and services) must be quantified in funding table and include but are not limited to: value of background information provided to the project, value of project equipment provided to the project, Government salaries.</p> <p>***International Agreements under the AECA require equitability (i.e., each partner will contribute equitably to the effort and will share equitably in the benefits). While this does not require exact match of dollars (equal contributions and benefits) it is the preferred method. However, if there are clear benefits to the US, unequal contributions may be acceptable.</p> <p><b>14. Project Completion:</b> <i>Upon future completion of the project, briefly describe the transition plan and what will happen to the deliverables at the end of the ICR&amp;D funded project.</i></p>			

**15. Project/Program Office information:****a. Technical Project Officer / Program Manager**

*Full name, Office symbol, Office phone, E-mail address*

**b. Alternate Technical Project Officer / Program Manager**

*Full name, Office symbol, Office phone, E-mail address*

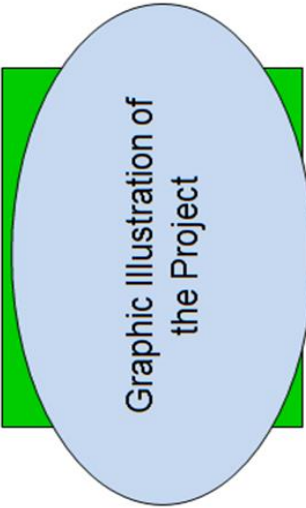
**16. Financial Point of Contact information:****a. Financial Point of Contact**

*Full name, Office symbol, Office phone, E-mail address*

**b. OAC/OBAN** *(list Operating Agency Code / Operating Budget Account Number)***17. Spend plan for ICR&D Funding:** *(How will you spend the funding? How obligate? Timeline for expenditures?)*

**18. Additional Project Details:** *This section is optional but does provide the project proponent an opportunity to expand on the information provided in section 5 above. The proponent may add additional details in this section or attach a separate paper to this form. The format is flexible.*

Figure A6.2. ICR&amp;D Quad Chart.

ICR&D FY17-18 Proposal Title:		UNCLASSIFIED																																													
US Lead: Name, Organization, Phone, Email	US Team: list of sponsoring organizations	Foreign Partners: country, organizations																																													
 <p>Graphic Illustration of the Project</p>		<p><b>Project One-Liner:</b></p> <ul style="list-style-type: none"> <li>One sentence that clearly describes the project in plain English</li> </ul> <p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>Describe the goal of the project; relate this description to an Air Force challenge</li> </ul> <p><b>S&amp;T Priority:</b></p> <ul style="list-style-type: none"> <li>Identify the DoD S&amp;T Priority or ASD R&amp;E Strategic Priority your project supports (also see Annex D of ICR&amp;D Management Plan)</li> </ul> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>List the tangible products that will be delivered to the Air Force or transition manager</li> </ul> <p><b>Technology Maturity (TRL Level):</b> # level at start &amp; end of project</p> <p>Start: _____ End: _____</p>																																													
<p><b>Project Slogan</b></p>		<p><b>ICR&amp;D funds will pay for:</b></p> <ul style="list-style-type: none"> <li>List the items ICR&amp;D funds will be used to pay for</li> </ul> <p><b>Additional Leveraged Funding:</b></p> <ul style="list-style-type: none"> <li>Example: Partner Nations have already spent \$2M on the project</li> </ul> <p><b>Transition Plan</b></p> <ul style="list-style-type: none"> <li>Example: This funding will be utilized for Phase II of project</li> <li>Example: Phase III scheduled for FYXX-XX</li> <li>Example: Will transition to field in FYXX</li> </ul>																																													
<p><b>IAC Agreement</b></p> <ul style="list-style-type: none"> <li>IA type and title: What type of agreement (MOU, PA, other) and title</li> <li>Status: Pre-agreement, in national staffing, international negotiations or "in effect"</li> <li>Target Completion Date: SAF/IA estimated date when IA will be signed</li> <li>Negotiator: Name of SAF/IA negotiator, phone, email</li> </ul> <p><b>Capabilities Shortfalls Addressed (Benefits):</b></p> <ul style="list-style-type: none"> <li>XYZCOM IPL</li> <li>MPMIJS MPMI XXXXX</li> <li>USAF stated need in Doc XYZ</li> <li>Multilateral initiatives on data sharing</li> </ul>		<table border="1"> <thead> <tr> <th>Funding Summary</th> <th>FY17</th> <th>FY18</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td>ICR&amp;D</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Funding Source 1</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Funding Source 2</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>US Fin. Total</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>US Non-Fin Total</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>US Total</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Partner Fin. Total</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Partner Non-Fin</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Partner Total</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Total</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>		Funding Summary	FY17	FY18	TOTAL	ICR&D	\$	\$	\$	Funding Source 1	\$	\$	\$	Funding Source 2	\$	\$	\$	US Fin. Total	\$	\$	\$	US Non-Fin Total	\$	\$	\$	US Total	\$	\$	\$	Partner Fin. Total	\$	\$	\$	Partner Non-Fin	\$	\$	\$	Partner Total	\$	\$	\$	Total	\$	\$	\$
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**Attachment 7****INTERNATIONAL OT AND NON-DOMESTIC CRADA STAFFING DOCUMENT**

**A7.1. International OT/CRADA Staffing Document.** Proponents for International OTs or non-domestic CRADAs should use the following Summary Sheet template when submitting documentation to SAF/IAPC for approval.

**Figure A7.1. International OT or Non-domestic Cooperative Research and Development Agreement (CRADA) Summary Sheet**

<b>Air Force Non-Domestic CRADA Summary Sheet</b>
1. Name of U.S. entity:
2. Name of foreign entity:
3. Country of origin of the foreign interests:
4. Agreement type:
5. Objective of Agreement:
6. Benefit to U.S. entity and foreign entity:
7. Level of classification of the information involved:
8. Description of any third parties, to include foreign persons, industrial organizations, or academic institutions, involved in the CRADA.