
MEMORANDUM OF UNDERSTANDING

AMONG

THE DEPARTMENT OF DEFENCE OF AUSTRALIA

AND

THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

AND

THE NEW ZEALAND DEFENCE FORCE

AND

**THE MINISTRY OF DEFENCE OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND**

AND

**THE DEPARTMENT OF DEFENSE OF THE
UNITED STATES OF AMERICA**

CONCERNING

**THE COMBINED JOINT MULTILATERAL MASTER MILITARY
INFORMATION EXCHANGE MEMORANDUM OF
UNDERSTANDING (CJM3IEM)**

TABLE OF CONTENTS

INTRODUCTION	3
SECTION I	4
DEFINITION OF TERMS AND ABBREVIATIONS.....	4
SECTION II.....	7
OBJECTIVE AND SCOPE	7
SECTION III.....	9
MANAGEMENT.....	9
SECTION IV	11
FINANCIAL AND CONTRACTUAL ARRANGEMENTS.....	11
SECTION V	12
DISCLOSURE AND USE OF INFORMATION.....	12
SECTION VI	13
CONTROLLED UNCLASSIFIED INFORMATION	13
SECTION VII	14
VISITS TO ESTABLISHMENTS.....	14
SECTION VIII.....	15
SECURITY	15
SECTION IX	17
THIRD PARTY SALES AND TRANSFER.....	17
SECTION X.....	18
SETTLEMENT OF DISPUTE.....	18
SECTION XI.....	19
CLAIMS AND LIABILITY.....	19
SECTION XII.....	20
ENTRY INTO EFFECT, DURATION, AMENDMENT, WITHDRAWL AND TERMINATION.....	20
SIGNATURE SHEET.....	21
APPENDIX.....	22

INTRODUCTION

The Department of Defence of Australia, The Department of National Defence of Canada, The New Zealand Defence Force, The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland, and the Department of Defense of the United States of America¹, hereinafter referred to as the "Participants":

Having a common interest in defense cooperation;

Recognizing the importance of exchanging Military Information and Data to enhance Combined Joint interoperability, standardization and operational effectiveness of deployed forces;

Recognizing the existence of information exchange agreements and arrangements that the single Service forces of the Participants have previously and separately entered into with respect to Military Information and Data, and not intending to abrogate or supplant any of these activities, or those that the Participants conduct under other arrangements or programs;

Recognizing that strategic Military Information and Data may be exchanged between the Participants' military strategic and command headquarters before, during and after any national decision to participate in multi-national (Combined or Coalition) operations;

Recognizing that separate agreements and arrangements exist for the collection and exchange of Military Intelligence Information and Data.

Have reached the following understandings:

¹ This document will use the US spellings of "defense" and "program" except where they appear in national titles.

SECTION I

DEFINITION OF TERMS AND ABBREVIATIONS

Action Desk Officers (ADOs)	Action Desk Officers (ADOs) are individuals, nominated by post-title, who are responsible for representing the Participant's Authority for an activity covered by an in-effect CJMIEA.
Authorities	Defense officials listed in this MOU, and their staffs, that are authorized to act on behalf of the Participants in matters pertinent to this MOU and its implementing arrangements termed CJMIEA (see below).
C2	The exercise of authority and direction by a properly designated commander over assigned and attached forces in the accomplishment of the mission. Command and control functions are performed through an arrangement of personnel, equipment, communications-electronics systems, facilities, and procedures employed by a commander in planning, directing, co-ordinating and controlling forces and operations in the accomplishment of the mission. C4 supports and enables effective C2.
C4	Command, control, communications and computers (C4). The phrase used to describe those communications-electronics (C-E) systems whose use is not limited to the performance or operation of a particular weapons platform (i.e. whereas the GPS constellation, formal messaging, battlespace spectrum management and tactical data-links are C4 systems, the radio-navigation system on a C-130 Hercules aircraft is not).
CCEB	The Combined Communications Electronics Board (CCEB) is the 5-Eyes grouping that enables strategic and deployed force HQ information and data exchange, and interoperability of communications-electronics (C-E) systems, above the tactical level of command. Its focus is on C4 (see below) systems but any C-E issue that affects Combined Joint interoperability may be referred to it.
CCIRs	Commander's Critical Information Requirements (CCIRs) are a comprehensive list of information requirements identified by the commander as being critical in facilitating timely information management and the decision-making process that affect successful mission accomplishment. The two key subcomponents are critical friendly force information, and priority intelligence requirements.
Classified Information	Military Information and Data (as well as all other, including non-military, official information and data) that requires protection in the interests of national security and is so designated by the application of a security classification marking. This information may be in oral, visual, magnetic or documentary form or in the form of equipment or technology. Unmarked information or data is assumed to be "UNCLASSIFIED".
Combined Joint Military	An Annex in the form of the Appendix to this MOU, implemented after this MOU takes effect, which specifically details the type of information and

Information Exchange Annex (CJMIEA)	data to be exchanged, purpose (if applicable), arrangements, and those establishments authorized to release the information and data.
Contract	Any mutually binding legal relationship under national laws which obligates a Contractor to furnish supplies or services pursuant to this MOU, and obligates one or more of the Participants to pay for them.
Contracting	The obtaining of supplies or services by Contract. Contracting includes description (but not determination) of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting Agency	The entity within the government organization of a Participant, which has authority to enter into, administer, or terminate Contracts.
Contractor	Any entity awarded a Contract by a Participant's Contracting Agency.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under this MOU, the information will be marked to identify its "in confidence" nature. It could include information which has been declassified, but remains controlled.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of any Participant.
Designated Security Authorities	The security office approved by national authorities to be responsible for the security aspects of this MOU.
Establishments	Recognized Government organizations including military and defense headquarters and units that have an interest in, or provide, Military Information and Data.
J Coding	The functional competencies required in military strategic and operational headquarters have been allocated 'J' (for Joint) codes as follows: J1 - personnel; J2 - military intelligence; J3 - current operations; J4 - logistics; J5 - campaign planning; J6 - C4 & C-E; J7 - exercises & training; J8 - finance & management planning; J9 - civil matters ² .
Liaison Officer	Military member or civilian employee of a Parent Participant who, upon approval or certification of the host Participant or government, is authorized by the Parent Participant to act as its official representative in connection with Programs, Projects, or arrangements of interest to the Participants' governments.

² The scope of numbers '5', '7', '8' & '9' is not agreed nationally between strategic HQs and commands or internationally.

Military Information and Data	Military Information and Data, in any format or medium, required to permit military strategic and operational command staffs to train, test, exercise, plan and conduct Combined or Coalition operations. Its scope is defined in Section II (Objective and Scope). It does not include a Participant's economic, proprietary, civic, political, personnel or military intelligence collection information. Military Information and Data may be released by the J3, J4, J5, J6, J7 ³ & J8 staffs (see J Coding above) at both military strategic and operational levels of command, and in the case of Classified Information, such releases must be in accordance with each Participant's national release procedures. The Authorities are within the military strategic J6 staffs or equivalent (those that enable information release).
MOU	Memorandum of Understanding. This document is an MOU that gives standing authority for those planning military operations to exchange Military Information and Data among some or all of the Participants. Current exchange is by paper or discreet magnetic media. This MOU targets electrical and electronic transmission and receipt. Each C4 system will have unique requirements that will be detailed in a separate Annex, termed a CJMIEA.
Third Party	A government other than the government of a Participant, and any person or other entity whose government is not the government of a Participant.

³ The US Joint Forces Command uses J9 where others use J5 or J7 for trials.

SECTION II

OBJECTIVE AND SCOPE

1. This MOU enables the release and exchange of specifically identified Military Information and Data among the Participants in order to enhance collective military preparedness, readiness, capability and interoperability. This MOU defines the national responsibilities for the protection of received information or data while imposing no responsibility on Participants to generate it. This MOU addresses the need to release and exchange Military Information and Data between a Participant's strategic headquarters, theatre headquarters, operational headquarters, and nominated establishments and units. It does not cover the collection or exchange of military intelligence, nor the exchange of Service tactical information and data, for which separate arrangements exist.
2. For the purposes of this MOU, Military Information or Data may be either classified or unclassified information or data. The following types and categories of information and data are considered to be Military Information and Data:
 - a) Organization, training, general engineering practices and employment of armed forces and systems, including information which may lead to Research and Development (R&D);
 - b) Information and data related to combined or multilateral military operations, exercises, planning and readiness, including: Commander's estimate or initial assessment, mission statement and supporting operational plans, directives and tasking orders, deployment schedules and associated updates, ROEs, CCIRs, Commander's 'Intent', and Commander's updated assessments and intentions;
 - c) Information and data relating to force distribution, "order of battle" and tactics to the extent consistent with national and military disclosure laws and policies;
 - d) Information and data which is releasable and appropriate to the HQ staffs and the commander's C2 and planning systems that supports planning and execution as well as answers to CCIRs, and provides intelligence summaries and reports, excluding the collection or exchange of intelligence information;
 - e) Information on operational requirements;
 - f) Military materiel and munitions information and data to the extent consistent with national and military disclosure laws and policies;
 - g) Information and data on C4 systems including the procedures to operate them, their technical details, spectrum usage and information security, including information on computer network operations, their defense, warnings and responses. The C4 systems used to achieve inter-Participant electrical transmission and receipt of Military Information and Data are included.
3. Any two or more Participants may exchange Military Information and Data under this MOU upon conclusion of an individual CJMIEA among them. Where connection of

C4 systems between Participants is determined, each Participant will state the details concerning the system used to exchange Military Information and Data, any operating procedures and interface constraints, as well as stating what Authorities and Establishments communicate to other Participants, in CJMIEAs. Each CJMIEA will conform to the outline provided in the form of the Appendix to this MOU. Any Participant may propose a CJMIEA to be established under the provisions of this MOU. The proposing Participant will provide a written synopsis describing the proposed CJMIEA to the other Participants, and solicit their participation in concluding a CJMIEA. Upon conclusion, each CJMIEA will form a standalone document, but prepared under the umbrella of this MOU and subordinate to it.

4. The scope of this MOU permits the exchange of Military Information and Data on the principle that such exchanges under each CJMIEA will be on a balanced, reciprocal basis of approximately equivalent value among the CJMIEA Participants. Neither this MOU nor a subordinate CJMIEA may impose a requirement for a Participant to generate any Military Information and Data, but a Participant may determine to do so if it so desires. This MOU and subordinate CJMIEAs extend to only the exchange of existing Military Information and Data.
5. This MOU does not include information and data related to the acquisition, research and development of ordnance and weapons systems for which separate arrangements will be negotiated. Subject to the rights of Third Parties, Military Information and Data on fielded weapons platform sensors and their computer system software or documentation may be exchanged under this MOU.
6. No defense articles may be exchanged or provided under this MOU.
7. Only those ADOs specified in individual CJMIEAs to this MOU are authorized to exchange Military Information and Data related to that CJMIEA on behalf of their Participants. Military Information and Data exchanged between those Participants will be forwarded by the ADOs to their counterparts through government-to-government channels or through channels accredited by the Designated Security Authorities of the Participants.
8. All the responsibilities of the Participants under this MOU are subject to national laws, and with respect to financial matters, the availability of funds for such purposes (see Section IV (Financial and Contractual Arrangements)).
9. In the event of a conflict between the provisions of this MOU (and its Appendix) and any CJMIEA to this MOU, the MOU will take precedence.

SECTION III

MANAGEMENT

1. The Participants hereby establish the following Authorities for this MOU (or their equivalents in the event of reorganization).

Australia:	Vice Chief of the Defence Force, The Department of Defence, Australia
Canada:	Deputy Chief of Defence Staff, Department of National Defence Canada
New Zealand:	Vice Chief of Defence Force, Headquarters New Zealand Defence Force
United Kingdom:	Assistant Chief of the Defence Staff (Operations) Ministry of Defence, United Kingdom
United States	Director J6 The Joint Chiefs of Staff, Pentagon, USA

2. The Authorities, or their delegated representatives, will be responsible for:

- a) Reviewing and recommending to the Participants amendments to this MOU in accordance with Section XII (Entry into Effect, Amendment, Withdrawal, and Termination);
- b) Exercising executive-level oversight of this MOU and CJMIEAs;
- c) Resolving issues raised by ADOs (see Paragraph 3 below);
- d) Concluding new CJMIEA on behalf of the Participants;
- e) Amending CJMIEA in accordance with Section XII (Entry into Effect, Amendment, Withdrawal, and Termination); and
- f) Coordinating requests for Third Party transfers on behalf of the Participants in accordance with Section IX (Third Party sales and Transfer).
- g) Authorizing and establishing 'A Need to Know'.

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3. Each CJMIEA will identify a single ADO to represent each Participant in the CJMIEA. All decisions of the ADOs will be by unanimous consent. Unless otherwise detailed in an individual CJMIEA, ADOs will be responsible for:
- a) Acting as the national focal point for exchange of Military Information and Data under the CJMIEA, and maintaining records of information and data exchanged as required;
 - b) Exercising day-to-day management of CJMIEA efforts;
 - c) Resolving CJMIEA issues and problems brought forth by Establishments;
 - d) Referring CJMIEA issues to the respective Authorities that cannot be mutually resolved by the ADOs;
 - e) Recommending the extension, amendment or termination of a CJMIEA to the respective Authorities;
 - f) Amending the list of Establishments in CJMIEA by exchange of correspondence;
 - g) Maintaining oversight of the security aspects of CJMIEAs in accordance with Sections V through X;
 - h) Authorizing Establishments listed in CJMIEAs to participate in Military Information and Data exchanges in accordance with Section VII;
 - i) Any other unique responsibilities required for management of the CJMIEA.

SECTION IV

FINANCIAL AND CONTRACTUAL ARRANGEMENTS

1. This MOU will not impose any financial responsibilities on its Participants, except that each Participant will bear the full cost it incurs in making, managing and administering any Military Information and Data exchanges under this MOU and any CJMIEAs. A Participant will promptly notify the other Participants if available funds are not adequate to fulfill its financial responsibilities under this MOU or any CJMIEA and will immediately consult the other Participants on the course of action to be taken, with a view towards continuation on a changed or reduced basis.
2. This MOU provides no authority for placing Contracts on another Participant's behalf in connection with any Military Information and Data exchanges under it. Furthermore, this MOU creates no responsibility nor provides authorization to place Contracts, nor is it anticipated that additional Contracts will be required, to implement any Military Information and Data exchanges under it.

SECTION V

DISCLOSURE AND USE OF INFORMATION

1. Information to be exchanged under this MOU will be limited to Military Information and Data and the scope of the Military Information and Data to be exchanged pursuant to a CJMIEA will be specifically described therein.
2. A Participant (including its Contractor support personnel) may use the Military Information and Data received under this MOU for Defense Purposes only. The specific prior written consent of the originating Participant(s) is required for any other use or disclosure.
3. The receiving Participant will ensure that Contractor support personnel to whom it discloses Military Information and Data received under this MOU are under written legal contractual obligation not to further disclose such Military Information and Data, or to use such information and data for other than intended Defense Purposes, without the prior written authorization by the originating Participant. (See also Sections VII (Visits to Establishments), VIII (Security) and IX (Third Party Sales and Transfer)).
4. No transfer of ownership of Military Information and Data exchanged under this MOU will occur via the provisions thereof, and hence such Military Information and Data will remain the property of the originating Participant or its Contractors.
5. The Participants may exchange Military Information and Data under this MOU only where that may be done:
 - a) Without incurring a liability to holders of proprietary rights therein; and
 - b) Where disclosure is consistent with national disclosure policies, regulations or directions of the originating Participant.
6. The Participants will ensure that all Military Information and Data being exchanged under this MOU that is subject to proprietary interests will be identified, marked, and handled in accordance with Section VI (Controlled Unclassified Information), Section VII (Visits to Establishments) and Section VIII (Security).

SECTION VI

CONTROLLED UNCLASSIFIED INFORMATION

1. Except as otherwise provided in this MOU or authorized in writing by the originating Participant, Controlled Unclassified Information received under this MOU will be controlled as follows:
 - a) Such information will be used only for the purpose authorized for use of Military Information and Data as specified in Section V (Disclosure and Use of Information).
 - b) Access to such Military Information and Data will be limited to personnel whose access is necessary for the permitted use under subparagraph (a) above, and will be subject to the provisions of Section IX (Third Party Sales and Transfers).
 - c) Each Participant will take all lawful steps available to it, which may include applying its own national classification, to keep such Military Information and Data free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph b) above, unless the originating Participant consents to such disclosure. Where it becomes probable that Military Information and Data may have to be further disclosed and or released, immediate notification will be given to the originating Participant.
2. To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information is marked with a legend containing the country of origin, the conditions of release, and a statement to the effect that access to the Controlled Unclassified Information is to be controlled pursuant to the applicable CJMIEA under this MOU.
3. Controlled Unclassified Information provided or generated pursuant to this MOU will be handled in a manner that ensures control as provided for in paragraph 1.
4. Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Participants will ensure the Contractors are legally bound to control such information in accordance with the provisions of this Section. Where existing Industrial Security Agreements or Memoranda of Understanding are in place between the Participants to exchange controlled unclassified information between Contractors of the Participants, the exchange of such controlled unclassified information will be in accordance with those Agreements and Arrangements.

SECTION VII

VISITS TO ESTABLISHMENTS

1. Each Participant will permit visits to its government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Participants or by employees of the other Participants' Contractor(s), provided that the visit is authorized in writing by the Participants. Notwithstanding appropriate authorization, visits to contractor industrial facilities by employees of the other Participants' Contractor(s) is contingent upon the existence of Industrial Security Agreement or Memoranda of Understanding between the Participants involved and the employees have any necessary and appropriate security clearances and a need-to-know.
2. All visiting personnel will be required to comply with security regulations of the hosting Participant. Any Military Information or Data disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this MOU.
3. Requests for visits by personnel of one Participant to a facility of another Participant will be coordinated through official channels, and will conform with the established visit procedures of the host country. Requests for visits will bear the name of the CJM3IEM.
4. Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participants will be submitted through official channels in accordance with Recurring International Visit Procedures.

SECTION VIII

SECURITY

1. All Classified Information exchanged under this MOU will be stored, handled, transmitted, and safeguarded in accordance with national security laws and regulations and the bilateral General Security Agreements/MOUs/arrangements that already exist between the Participants.
2. Classified Information will be transferred only through official government-to-government channels or through channels approved by the Designated Security Authorities (DSAs) of the Participants. Such Classified Information will bear the level of classification, denote the country of origin, the provisions of release, and the fact that the information relates to this MOU.
3. Each Participant will take all lawful steps available to it to ensure that Classified Information provided or generated pursuant to this MOU is protected from further disclosure, except as permitted by paragraph 8, unless the originating Participant consents to such disclosure in writing. Accordingly, each Participant will ensure that:
 - a) The recipient will not release the Classified Information to any government, national, organization, or other entity of a Third Party without the prior written consent of the originating Participant in accordance with the procedures set forth in Section IX (Third Party Sales and Transfers).
 - b) The recipient will not use the Classified Information for other than the purposes provided for in this MOU.
 - c) The recipient will comply with any distribution and access restrictions on information that is provided under this MOU.
4. The Participants will investigate all cases in which it is known or where there are grounds for suspecting that Classified Information provided or generated pursuant to this MOU has been lost or disclosed to unauthorized persons. Each Participant will also promptly and fully inform the other Participants of the details of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.
5. The DSA of the Participant in which a classified Contract is awarded that allows access to CJM3IEM Information will assume responsibility for administering within its territory security measures for the protection of the Classified Information, in accordance with its laws and regulations. Prior to the release to a Contractor, prospective Contractor, or Subcontractor of any Classified Information received under this MOU, the DSAs will:
 - a) Ensure that such Contractor, prospective Contractor or subcontractor and their facility(ies) have the capability to protect the Classified Information adequately.
 - b) Grant a security clearance to the facility(ies), if required.

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- c) Grant a security clearance for all personnel whose duties require access to Classified Information, if required.
 - d) Ensure that all persons having access to the Classified Information are informed of their responsibilities to protect the Classified Information in accordance with national security laws and regulations, and provisions of this MOU.
 - e) Carry out periodic security inspections of cleared facilities to ensure that the Classified Information is properly protected.
 - f) Ensure that access to the Classified Information is limited to those persons who have a need-to-know for purposes of the MOU.
6. Contractors, prospective Contractors, or subcontractors which are determined by DSAs to be under financial, administrative, policy or management control of nationals or entities of a Third Party, may participate in a Contract or subcontract requiring access to Classified Information provided or generated pursuant to this MOU only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party will not have access to Classified Information. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the other Participants will be consulted for approval prior to permitting such access.
 7. For any facility wherein Classified Information is to be used, the responsible Participant or Contractor will approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the information pertaining to this MOU. These officials will be responsible for limiting access to Classified Information involved in this MOU to those persons who have been properly approved for access and have a need-to-know.
 8. Each Participant will ensure that access to the Classified Information is limited to those persons who possess requisite security clearances and have a specific need to know the Classified Information in order to participate in the exchange of Information under the CJM3IEM.
 9. Military Information or Data provided or generated pursuant to this MOU may be classified as high as **Secret**. The existence of this MOU is **Unclassified** and the contents are **Unclassified**.

SECTION IX

THIRD PARTY SALES AND TRANSFER

1. The Participants will not sell, transfer title to, disclose, or transfer possession of CJM3IEM Information provided by the other Participants to any Third Party without the prior written consent of the Participant which provided such information. The providing Participant will be solely responsible for authorizing such transfers and, as applicable, specifying the method and conditions for implementing such transfers.

SECTION X

SETTLEMENT OF DISPUTES

Any disputes among the Participants arising under or relating to this MOU or a CJMIEA will be resolved only by consultation among the appropriate Participants and will not be referred to an individual, to any national or international tribunal, or to any other Third Party for settlement.

SECTION XI

CLAIMS AND LIABILITY

1. Each Participant waives any claim it may have against the other Participant(s) or any personnel, servants or agents (which do not include Contractors) of any other Participant(s) for any injury (including injury resulting in death) or other loss or damage if such injury, death, damage or loss was caused by the acts or omissions of the other Participant(s) or any personnel, servants or agents (which do not include Contractors) of that Participant(s) in the performance of official duties connected with this MOU.
2. Each Participant will resolve third party claims in accordance with applicable international Arrangements between the Participants involved and the relevant Participants' national laws and regulations, arising from the acts or omissions of any officials, employees, servants or agents, other than contractors, done in the performance of official duties in connection with this MOU.

SECTION XII

ENTRY INTO EFFECT, DURATION, AMENDMENT,
WITHDRAWAL AND TERMINATION

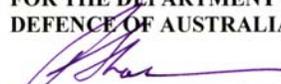
1. This MOU, which consists of a cover (title) sheet, the Introduction, twelve Sections, one Signature page and one Appendix, will enter into effect upon signature by all Participants and will remain in effect for twenty years. The Participants will consult no later than six years prior to the expiration of this MOU and decide whether or not to extend its duration. It may be extended by mutual written consent of the Participants.
2. This MOU, including its Appendix, may be amended only upon the unanimous written consent of the Participants. A CJMIEA may be amended on the written consent of the Authorities of the respective Participants in that CJMIEA. Authorities may change ADOs, and ADOs may change the list of Establishments in their CJMIEA through an exchange of correspondence.
3. This MOU may be terminated at any time by the unanimous written consent of the Participants. In the event of MOU termination, all CJMIEA will also be automatically terminated. Any individual CJMIEA may be terminated at any time upon the written consent of the Authorities of the respective Participants in that CJMIEA. In the event that the Participants decide to terminate this MOU, or the Authorities of a CJMIEA decide to terminate that CJMIEA, they will consult at the appropriate level prior to the date of its termination.
4. In the event that any Participant finds it necessary to withdraw from this MOU, or any of the CJMIEA with which it is involved, the withdrawing Participant will continue participation until the effective date of its withdrawal. Such withdrawal will be subject to the provisions of this MOU, including the following:
 - a) Any Participant may withdraw from this MOU upon 120 days written notification to the other Participants. In the event of withdrawal by a Participant, its participation in all CJMIEAs will also be automatically terminated.
 - b) Any Authority may withdraw from a CJMIEA upon 60 days written notification to the Authorities of the respective Participants in that CJMIEA.
5. The respective rights and responsibilities of the Participants regarding Section V, VI, VII, VIII, IX and X will continue notwithstanding termination, withdrawal, or expiration of this MOU or any of its CJMIEAs. Any contributed information will be retained, under the principle that once information has been contributed to the group, it stays with the remaining members of the group.

SIGNATURE SHEET

The foregoing represents the understandings reached between the Department of Defence of Australia, the Department of National Defence of Canada, the Defence Force of New Zealand, the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America upon the matters referred to therein.

Signed in the English language

**FOR THE DEPARTMENT OF
DEFENCE OF AUSTRALIA**


Signature

Vice Admiral R.E. Shalders

Vice Chief of the Defence Force

27 April 2004
Date

**FOR THE NEW ZEALAND
DEFENCE FORCE**


Signature

AVM D.A. Bamfield

Vice Chief of Defence Force

30 Apr 04
Date

**FOR THE DEPARTMENT OF DEFENSE OF
THE UNITED STATES OF AMERICA**


Signature

Lt Gen R.M. Shea

Director J6 Pentagon

19 May 04
Date

**FOR THE DEPARTMENT OF
NATIONAL DEFENCE OF
CANADA**


Signature

Vice Admiral G.R. Maddison

Deputy Chief of Defence Staff

29 June 2004
Date

**FOR THE MINISTRY OF
DEFENCE OF THE UNITED
KINGDOM OF GREAT
BRITAIN AND NORTHERN
IRELAND**


Signature

AVM C.R. Loader

Assistant Chief of the Defence
Staff (Operations)

26 Mar '04
Date

APPENDIX

“MODEL” COMBINED JOINT MILITARY INFORMATION EXCHANGE ANNEX

Legend: *Italic Type* = Guidance regarding text to be provided by the CJMIEA drafter.

COMBINED JOINT MULTILATERAL MASTER MILITARY INFORMATION
EXCHANGE

MEMORANDUM OF UNDERSTANDING

INFORMATION EXCHANGE ANNEX

(Note: Provide Short Title)

O-Participating Nations-YY-XX

(Note: “O” indicates operational; “Participating Nations” indicates the Participants in the CJMIEA; “YY” is the year of the CJMIEA signature, “XX” is a sequence number assigned by the CCEB Permanent Secretary.)

In accordance with the Combined Joint Multilateral Master Military Information Exchange Memorandum of Understanding (CJM3IEM), *[Note: fill in names of two or more CJMIEA Participants by repeating the Participants’ names found on the Title Page of the CJMIEA]* hereby establish this Combined Joint Military Information Exchange Annex (CJMIEA).

1. Purpose:
2. Description:

(Note: (In a short abstract of about 100 words or less, describe the strategic significance and military relevance of the topic of mutual interest

3. Objective:

Describe, in general terms, the broad objective/purpose of the co-operative or collaborate effort.

- a) The scope of this CJMIEA allows the exchange of Military Information and Data on the basis that such exchanges will be balanced, reciprocal basis of approximately equivalent value among the CJMIEA Participants, in accordance with Section II of the CJM3IEM. *(Note: Provide more specific description of CJMIEA scope by listing pertinent technical areas where Military Information and Data is to be exchanged)*
- b) All information and data exchanges under this CJMIEA will conform to the provisions of the CJM3IEM, including the prohibitions against documentation relating to the exchange or provision of ordnance acquisition, development and exchange or provision of non-C4 defense equipment or services contained

in Section II (Objective and Scope) of the CJM3IEM. *(Note: Specifically identify any restrictions associated with proposed exchange of Military Information and Data.)*

4. Schedule:

This CJMIEA will remain in effect for a period of ____ years *(Note this period may not exceed five years)* from the date of the last signature unless amended or extended by mutual written consent. Before the expiration of this CJMIEA, the Authorities of the respective Participants will review the CJMIEA and may, by mutual written consent, extend the CJMIEA for additional periods of up to five years each.

5. Funding:

Each Participant will bear costs of its own effort in carrying out this co-operative effort. There are anticipated to be no jointly incurred costs and no exchanges of funds between the Participants.

6. Special Arrangements:

(Optional section – to be used only when there is a specific need to record any special arrangements which may be required by a particular work project such as project management, staffing and any project-peculiar intellectual property provisions.)

- a) A Participant (including its Contractor support personnel) may use the Military Information and Data received under this CJMIEA for trials, requirements, interoperability testing, training, exercises and deliberate planning purposes and, where the receiving Participant is involved in a Combined operation, for the deployment for operations, execution and stabilization/withdrawal phases of operations. The specific prior written consent of the originating Participant is required for any other use or disclosure, including disclosure to Contractors, Third Parties and partners in coalition operations, in accordance with Section V (Disclosure and Use of Information) and Section VIII (Security) of the CJM3IEM.
- b) All the information and data exchanges under this CJMIEA will conform to the security provisions of Sections V (Disclosure and Use of Information), VI (Controlled Unclassified Information), VII (Visits to Establishments), VIII (Security) and IX (Third Party Sales and Transfer) of the CJM3IEM.
- c) *(Note: The Authorities may require the establishment of annual information exchange objectives. If the Authorities desire to establish annual exchange objectives, the following text should be added here.)* Annual information exchange objectives will be established through exchange of correspondence by the Action Desk Officers (ADOs) and will be revised annually by the ADOs to reflect current information considerations.
- d) *(Note: CJMIEA will not normally require the addition of additional provisions in this paragraph. However, if an originating Participant wishes to grant prior authorization to a receiving Participant to disclose the originating*

Participant's Information to specific contractors, or use such Information for other than Defense Purposes, such text may be inserted here)

7. [PP1]
Classification:

The highest classification of information and data to be exchanged under this CJMIEA is SECRET.

8. Termination:

- a) This CJMIEA may be terminated at any time by the written consent of the respective Participants, who will consult at the appropriate level prior to the date of termination to ensure termination on the most equitable terms. In the event that an Authority desires to withdraw from this CJMIEA, it may withdraw upon 60 days notification to the Authorities of the other respective Participants. Termination of or withdrawal from this CJMIEA will be subject to the provisions of Section XII (Entry into Effect, Amendment, Withdrawal, and Termination) of the CJM3IEM.
- b) *(Note: Create signature blocks for two or more CJMIEA Participants by repeating the following signature block format.)*

FOR _____

Signature

Name

Title

Date

FOR _____

Signature

Name

Title

Date

FOR _____

Signature

Name

Title

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FOR _____

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Name

Title

Date

FOR _____

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