

ADMINISTRATIVE ARRANGEMENT BETWEEN
THE EUROPEAN DEFENCE AGENCY (EDA) AND
THE ORGANISATION FOR JOINT ARMAMENT CO-OPERATION (OCCAR)
CONCERNING THE ESTABLISHMENT OF THEIR COOPERATION

1. Introduction

The European Defence Agency (EDA) and the Organisation for Joint Armament Cooperation (OCCAR), hereinafter referred to as "the Participants":

- a) note the Council Decision of 12 July 2011 defining the statute, seat and operational rules of the European Defence Agency and repealing Joint Action 2004/551/CFSP¹ (EDA Council Decision), recalling the EDA role in the fields of defence capabilities development, research, acquisition, armaments and industry and market and its efforts to facilitate the identification and preparation of new cooperative opportunities between its participating Member States (pMS), with a view to improving their defence capabilities in support of the Common Security and Defence Policy (CSDP);
- b) note the Convention on the establishment of OCCAR², and the OCCAR role in the management of cooperative armaments programmes, including Technology Demonstrators;
- c) recognise that EDA and OCCAR are organisations independent from each other and take into account their respective decision making autonomy;

¹ 2011/411/CFSP (OJ L 183, 13.7.2011, p. 16).

² Signed on 9 September 1998 in Farnborough and which entered into force on 28 January 2001.

- d) recognise the complementary roles and activities of the EDA and OCCAR and the potential benefits and synergies stemming from a close cooperation;
- e) recognise the close working relations established between the EDA and OCCAR;
- f) note the Statement of the EU Council of 10 November 2008 on the cooperation between EDA and OCCAR, inviting EDA to seek the greatest synergy with OCCAR, and inviting EDA to conclude as soon as possible an Administrative Arrangement with OCCAR, taking into account the relevant provisions (Art. 24 of the EDA Council Decision);
- g) note the provisions of the EDA Council Decision concerning OCCAR (Para 8 of the Preamble, Arts. 5(3)(c)(v) and 24(2));
- h) note that EDA will derive benefit from the programme management knowledge of OCCAR, in particular on behalf of pMS which are not OCCAR members.

2. Definitions and Acronyms

In the text of this Administrative Arrangement:

- "AA" signifies Administrative Arrangement.
- "BoS" signifies the Board of Supervisors of OCCAR.
- "EDA" signifies the European Defence Agency.
- "EDA contributing Parties" signifies EDA Contributing Member States (which refers to the Member States of the EU who participate in the Agency and contribute to a particular project or programme) and third parties having concluded with EDA an Administrative Arrangement and contributing to a specific EDA project or programme.
- "EU" signifies the European Union.

- "OCCAR" signifies the Organisation for Joint Armament Cooperation.
- "OCCAR-EA" signifies the Executive Administration of OCCAR.
- "PC(s)" signifies the OCCAR Programme Committee(s).
- "PB(s)" signifies the OCCAR Programme Board(s).
- "pMS" signifies participating Member States, meaning the Member States of the European Union who participate in EDA.
- "Programme Participating State(s)" signifies the state(s) participating in a programme managed by OCCAR-EA.
- "SB" signifies the Steering Board of EDA.

3. Objectives and Principles of the relationship

3.1 This AA constitutes the foundation and establishes the framework of the cooperation between EDA and OCCAR, which will take place in full respect of and in conformity with the above EDA Council Decision and the OCCAR Convention.

3.2 Objectives

3.2.1 In order to fulfil their respective missions as described in the EDA Council Decision and the OCCAR Convention, EDA and OCCAR will seek to ensure that their activities are mutually reinforcing, non duplicative, coherent and complementary.

3.2.2 In pursuing cooperative projects and programmes³, the Participants will direct their efforts towards enhancing European defence capability, improving European Armaments cooperation, and strengthening the European Defence Technological and Industrial Base (EDTIB), in the respect of the European Armaments Cooperation Strategy⁴ and the EDTIB Strategy⁵.

³ Throughout this document "EDA ad hoc projects or programmes" is used to reflect EDA terminology, whereas "OCCAR programmes" is used to reflect OCCAR terminology.

⁴ EDA Steering Board Decision No. 2008/32 (15 October 2008).

⁵ EDA Steering Board Decision No. 2007/11 (14 May 2007).

3.3 The Participants will develop cooperation on the basis of the following principles:

3.3.1 OCCAR and EDA are privileged partners in the fields of defence capabilities development.

3.3.2 During the preparation phase of an EDA ad hoc project or programme, OCCAR may be involved as soon as it is anticipated that OCCAR may manage one of its next coming phases.

3.3.3 Upon a decision by the EDA contributing Parties and, if necessary, on the basis of a proposal coordinated by EDA, the latter will facilitate the use of OCCAR for the management of a programme resulting from an EDA ad hoc project or programme preparation phase.

3.3.4 In order to ensure coherence and continuity of EDA ad hoc projects or programmes entrusted to OCCAR for their management as OCCAR programmes, EDA will remain involved in the follow-up of these projects or programmes and may formulate recommendations to OCCAR.

3.4 In practice:

3.4.1 The scope of the EDA and OCCAR partnership in developing defence capabilities will comprise:

- EDA ad hoc projects or programmes generated and prepared in EDA and for which OCCAR has been identified as the potential management Organisation and;
- EDA ad hoc projects or programmes based on projects brought to EDA by contributing Parties and for which OCCAR has been identified as the management Organisation.

3.4.2 EDA and OCCAR-EA will jointly develop and approve an interface document, in accordance with each other's respective decision-making processes, rules and procedures, with a view to ensuring through-life capability development. This interface document will detail the generic provisions for the implementation of this AA.

3.4.3 EDA, in close consultation with OCCAR, will identify cooperative projects and programmes initiated and prepared by EDA that may be managed by OCCAR and propose their management by OCCAR to the EDA contributing Parties.

4. Provisions for consultations

4.1 In order to ensure the complementary efforts of EDA and OCCAR, the two organisations will consult each other, and staff of EDA and of OCCAR-EA will be invited in an advisory capacity, as required and as appropriate, to attend each other's relevant bodies on matters of common interest. Neither EDA nor OCCAR-EA would have voting rights when attending meetings of each other's bodies.

4.2 Upon invitation by the SB, OCCAR-EA may attend meetings of the EDA SB for matters of common interest related to EDA projects, programmes or activities with the potential to be managed by OCCAR.

4.3 Upon invitation by the BoS, EDA may attend the OCCAR BoS meetings for matters of common interest related to EDA projects, programmes or activities with the potential to be managed by OCCAR.

4.4 OCCAR's involvement in EDA's activity:

4.4.1 OCCAR-EA may, subject to the acceptance of EDA contributing Parties, attend ad hoc project or programme groups established through the SB decision creating the ad hoc project or programme.

4.4.2 OCCAR-EA may provide recommendations to relevant EDA working bodies, as required.

4.5 EDA's involvement in OCCAR's activity:

4.5.1 Subject to the acceptance of the OCCAR Programme Participating States, EDA may attend the meetings of OCCAR PBs and/or PCs in charge of programmes resulting from EDA ad hoc projects or programmes. EDA may formulate recommendations to the BoS, PBs and PCs in relation to such programmes.

4.5.2 The detailed level of EDA's involvement in those EDA ad hoc projects or programmes managed by OCCAR will depend upon its role as decided by the EDA contributing Parties, and subsequently by the relevant OCCAR PB.

4.5.3 On the basis of a specific invitation by the OCCAR Programme Participating States, EDA may attend other PBs and/or PCs.

5. Integration and Management

5.1 EDA and OCCAR will both follow a coordinated through-life management approach.

5.2 EDA contributing Parties or EDA on their behalf will initiate the integration process of an EDA ad hoc project or programme into OCCAR.

5.3 OCCAR rules and procedures will apply to the management of programmes by OCCAR.

5.4 As deemed necessary and subject to the approval of the OCCAR Programme Participating States, the OCCAR-EA Director, in the name and on behalf of the Programme Participating States, and the EDA Chief Executive, on behalf of EDA contributing Parties, will be entitled to finalise and sign an implementing arrangement for each project/programme resulting from an EDA ad hoc project and programme for which OCCAR has been identified as the management organisation. Such arrangement would detail, on a case by case basis, the implementation of this AA for a specific project or programme, in addition to the documents necessary for the process of integrating a programme into OCCAR.

6. Special cases

- 6.1 Should EDA contributing Parties entrust EDA to represent them in an OCCAR programme as a contributing entity, or if EDA contributes with its general budget or with a contribution from the general budget of the EU (to ad hoc budgets established for ad hoc projects or programmes), EDA will be considered as the equivalent of an "OCCAR programme Participating State" and OCCAR rules and procedures applicable to a Programme Participating State will be applied to EDA.
- 6.2 Should EDA assume responsibility for fully managing a specific programme, entrusting a part of the management to OCCAR, as foreseen in Art. 5(3)(c)(v) of the EDA Council Decision, a specific arrangement will be established between EDA and OCCAR for the programme, setting out the mutually agreed commitments of the two organisations.

7. Security matters

- 7.1 Noting that a security of information agreement has been concluded between the EU and OCCAR, the Participants agree that a security arrangement between EDA and OCCAR should lay down the practical measures for the direct exchange of classified information between them. In this context, all classified information exchanged between the Participants will be handled and protected in accordance with that arrangement.
- 7.2 EDA will not disclose classified information provided by OCCAR to third parties, nor to any EU institution or entity not mentioned in Article 3 of the EU-OCCAR Agreement on the Protection of Classified Information, without the prior written consent of OCCAR. OCCAR will not disclose classified information provided by the EDA to third parties without the prior written consent of the EDA.

7.3 For the purpose of carrying out the provisions of this AA each Participant will permit visits to its establishment by representatives of the other Participant. Any such visit will comply with the security requirements of the Participant hosting the visit as defined in the relevant security arrangements.

8. Disclosure and Use of Information

Without affecting the provisions of the above art. 7, within the framework of the management of a specific project/programme and subject to any third party rights, the Participants, with the approval of the States participating in this project/programme will disclose to each other necessary information to fulfil their respective role. The receiving Participant will be granted the right to use this information only for the purpose of fulfilling its tasks for the specific project/programme.

To this extent the Participants will:

- indicate the owner of the information and any distribution, limitation or restriction on its release;
- treat in confidence all information provided by the other - in particular unclassified information identified as “sensitive” will be protected as appropriate;
- not disclose any of that information to any Government, International Organisation or entity, other than EDA contributing Parties or Programme Participating States, without the prior written consent of the owner or the originator of the information;
- not use any of that information for purposes other than those it was provided for and as agreed with the specific Implementing Arrangement;
- take all the reasonable precautions necessary to ensure that any such information is disclosed to its staff members only to the extent necessary for performing duties related to activities pursuant to this AA, i.e. “need to know” basis, and is handled as appropriate.

9. Implementation and Review

- 9.1 The EDA Chief Executive and the OCCAR-EA Director, and their respective staff will meet whenever needed in order to ensure the effective implementation of this AA.
- 9.2 This AA may be reviewed at any time in the light of lessons learned and experience gained. Amendments will be agreed in writing by both Participants in conformity with each Participant's internal procedures.
- 9.3 Should a non-EU Member State become an OCCAR member or a new State join EDA, the present AA must be revised.

10. Termination

This AA may be terminated by either Participant in writing with a minimum six month period of notice. Specific provisions for the consequences on projects/programmes still managed under this AA will be agreed with the respective States involved in each of these project/programmes.

11. Liability

Each Participant will waive all claims it may have against the other Participant in respect of loss or damage arising out of, or in connection with the execution of this AA. The waiver will not apply in the event of wilful misconduct or gross negligence of a Participant. Then the costs of any liability will be borne by that Participant alone.

Liabilities between the Participants linked to the execution of a project/programme will be covered, if necessary, in the relevant implementing arrangement.

12. Settlement of disputes

Disputes concerning the interpretation of this AA will be settled only by consultation between the Participants and not submitted to a national or international tribunal or a third party for decision.

13. Taxes, Custom Duties and Similar Charges

The rules governing the administration of taxes, custom duties and similar charges will be specified, in compliance with the related national rules, in the relevant project/programme arrangements.

14. Duration and effective Date

This AA will come into effect on the date of the last signature by the Participants and after the completion of the respective approval procedures. This AA will last until terminated by at least one Participant in application of paragraph 10.

15. Language

This AA, composed of 15 sections, is signed in two original copies in the English language.

Done at Brussels on the twenty-seventh day of July, 2012.

For the European Defence Agency



For OCCAR

