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**UNITED STATES OF AMERICA
and
CANADA**

Memorandum of Understanding concerning region operations control centres for defence. Signed at Ottawa on 5 March 1977 and Washington on 11 April 1977

Authentic text: English.

Registered by the United States of America on 24 November 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
CANADA**

Mémorandum d'accord concernant des centres régionaux de contrôle opérationnel pour la défense. Signé à Ottawa le 5 mars 1977 et à Washington le 11 avril 1977

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Enregistré par les États-Unis d'Amérique le 24 novembre 1978.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE UNITED STATES DEPARTMENT OF THE AIR FORCE AND THE CANADIAN DEPARTMENT OF NATIONAL DEFENCE CONCERNING REGION OPERATIONS CONTROL CENTERS

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Section I. GLOSSARY OF ABBREVIATIONS/ACRONYMS

ADM(MAT)	Assistant Deputy Minister for Matériel
ASPR	Armed Services Procurement Regulation
CCB	Configuration Control Board
CDS	Chief of the Defence Staff
CF	Canadian Forces
CONUS	Continental United States
CSAF	Chief of Staff, USAF
DAF	Department of Air Force (United States)
DND	Department of National Defence (Canada)
DOT	Department of Transportation
DVP	Design Verification Period
E3A	Airborne Warning and Control System (AWACS)
ESD	Electronic Systems Division
FAA	Federal Aviation Administration
IFF	Identification Friend or Foe
INSACS	Integrated National Surveillance and Control System
JSS	Joint Surveillance System
MOT	Ministry of Transport (Canada)
MOU	Memorandum of Understanding
NATO	North Atlantic Treaty Organization
NDHQ	National Defence Headquarters (Canada)
NORAD	North American Air Defense Command
PJBD	Permanent Joint Board on Defense
RDT&E	Research, Development, Test and Evaluation
RFP	Request for Proposal
ROCC	Region Operations Control Center
SOA	Statement of Agreement
SPD	System Program Director
SSA	Source Selection Authority
SSAC	Source Selection Advisory Council
SSE	System Support Element

¹ Came into force on 11 April 1977 by signature, in accordance with section XVIII.

SSEB	Source Selection Evaluation Board
SSP	Source Selection Plan
US	United States
USAF	United States Air Force

Section II. INTRODUCTION

1. Canada and the United States have common concerns for the defense of North America expressed by the NORAD agreement and have given their armed forces similar roles for the protection of national sovereign rights and interests. Therefore, agreement has been reached in the United States–Canada Permanent Joint Board on Defense (PJBD) that the two countries should cooperate in a program for the development and acquisition of equipment (hardware/software) for the Region Operations Control Centers (ROCC) to further their interests and roles.

2. This Memorandum of Understanding (MOU) establishes the basic terms and conditions for the Joint ROCC Program which will contribute to:

- A. The Joint Surveillance System (JSS), in the United States, as agreed to by the Department of Defense, United States Air Force (USAF), and the Department of Transportation (DOT), Federal Aviation Administration (FAA), in a Memorandum of Agreement, dated January 8, 1975;
- B. The Canadian Integrated National Surveillance and Control System (INSACS), in Canada, as agreed between the Department of National Defence (DND) and the Ministry of Transport (MOT) in the Memorandum of Understanding regarding the conduct of joint MOT-DND planning for a National Airspace Surveillance and Control System, dated 25 July 1974.

Section III. PARTICIPANTS

1. The participants to this MOU are the United States Department of the Air Force (DAF) and the Canadian Department of National Defence (DND).

2. The responsible DAF agent for execution of this MOU will be the Chief of Staff, United States Air Force (CSAF). The responsible DND agent will be the Chief of the Defence Staff (CDS).

Section IV. OBJECTIVES

The objectives of this MOU are:

- A. To define the areas of joint participation in the development and acquisition of equipment for ROCCs together with the System Support Element (SSE); and
- B. To define and establish the general terms and conditions for the accomplishment of the Program.

Section V. DEFINITION OF THE PROGRAM

1. The ROCC Program will provide for ROCCs to be located as follows:

- A. In the Continental United States (CONUS), four (4);
- B. In Alaska, one (1); and
- C. In Canada, two (2)

and a SSE located in the CONUS.

2. Each ROCC will provide all necessary equipment, components, software, associated support material and facilities for the Region Commander and an operations support staff, to accomplish the peacetime mission of surveillance, and command and

control of sovereign airspace. The design of the ROCCs will provide for the capability to transfer command and control of regional forces to the E-3A(AWACS), in conformity with the NORAD E-3A operational concept and dependent upon declaration of the designated state of higher readiness.

3. ROCCs will have the capability to utilize:

- A. FAA, CF and USAF radars, for surveillance;
- B. IFF Mark XII and FAA/DOT flight plan information, in the identification process;
- C. FAA/USAF and CF maintained ground-air-ground communications, for interceptor control; and
- D. Command, control, communications and information facilities of both nations, as required.

Section VI. FACILITIES

The USAF will provide facility design criteria relating to the ROCC system, including size, weight, power and environmental conditions. On the basis of this information DND will alter or construct facilities to house equipment for the Canadian ROCCs in accordance with agreed Program schedules and facility design criteria. Locations and construction of the Canadian facilities will be the responsibility of DND and DND assumes all risks concerning use of the criteria.

Section VII. SYSTEM SUPPORT ELEMENT

1. The SSE will be equipped with ROCC data processors, displays and peripherals in sufficient quantity to provide a capability for modification, follow-on development, maintenance and testing of ROCC computer programs for both the United States and Canada. Together with a ROCC, the SSE will enable training of ROCC operator personnel and training of hardware and software maintenance personnel as appropriate.

2. Operation and maintenance of the SSE will be covered by a separate agreement between the participants.

Section VIII. PROGRAM MANAGEMENT

1. The DND will appoint a Program Manager who with the USAF Program Officer will coordinate on all matters for which agreement of the participants is required, including changes in requirements and management issues. They will also ensure that the specific validated requirements or interests of the participants are approved and incorporated into the Program.

2. The development and acquisition of the United States/Canadian ROCCs will be accomplished by the USAF Air Force System Command, Electronic System Division (ESD). The ESD System Program Director (SPD) will manage the development and acquisition of the ROCCs assisted by USAF and CF deputies. The CF Deputy will participate in all activities affecting Canadian interests.

3. The SPD and the DND Program Manager will negotiate a Statement of Agreement (SOA) on detailed working relationships and responsibilities to carry out the terms and conditions outlined in this MOU.

4. Program management working groups and boards will be established in accordance with the SOA to carry out the objectives of this MOU. Examples of areas involved include configuration control of ROCC hardware and software design, interface definition and control, engineering, test and evaluation, life cycle cost analyses and integrated support plans. These organizations are responsible to the SPD.

5. Performance specifications, Source Selection Plan (SSP), Requests for Proposal (RFP), and other procurement documentation will be prepared by the SPD in cooperation with the DND Program Manager to the extent specified in the SOA.

6. The SPD, in cooperation with the DND Program Manager will develop an integrated logistics support plan for acquisition logistics management of the ROCC Program. Follow-on logistics support of the Canadian ROCCs will be covered by a separate agreement.

7. The SPD will report through established USAF reporting procedures adapting them as required to provide concurrent documentation and recurring Program reviews to DND.

Section IX. SOURCE SELECTION PROCEDURES

1. The ROCC Design Verification Period (DVP) contractors and the production phase contractor will be selected in accordance with USAF source selection procedures. Both United States and Canadian personnel will participate as members of the Source Selection Evaluation Board (SSEB) and Source Selection Advisory Council (SSAC). The SSEB and the SSAC will be jointly chaired by the participants. The USAF Source Selection Authority (SSA) has the responsibility for making the source selection decision. Prior to award of the production contract and public release of this information the SSA will consult with DND regarding his decision. Upon request of DND, a reasonable period of time will be allowed for DND to exercise its termination rights in accordance with section XVII prior to contract award.

2. Source selection sensitive information will be restricted to individuals designated by the SSA. All participants in the source selection process will be required to sign a statement of non-disclosure.

Section X. INDUSTRIAL CONTENT

1. Participants agree that both countries' industrial participation should be generally commensurate with the relative financial contribution of each to the extent such joint participation is technically feasible and such industry is competitive, price and other factors considered.

2. An important source selection criterion specified in the SSP for the selection of DVP and production contractors will be the level of Canadian industrial participation achieved in accordance with paragraph 1 of this section. The RFP will require offerers for prime contracts to identify in their proposals the degree of technical content and total contractual effort to be performed by contractors in each country. Subject to the conditions set forth in paragraph 1 of this section, the RFP will require that proposals for production contracts include at least 20 per cent Canadian industrial content. The production contractor will be required to let sub-contracts to Canadian industry to the extent his proposal included Canadian industrial content.

Section XI. FINANCING

1. The participants agree to share the development and acquisition costs of the ROCC Program. The USAF will enter into appropriate contracts directly with contractors selected in accordance with USAF source selection procedures (ref., section IX). The Canadian portion of the ROCC Program will be provided to Canada by means of a formal offer and acceptance.

2. The DND will pay all of the costs for the development and acquisition of the two Canadian ROCCs procured under the ROCC Program. DND costs will include a *pro rata* share of the non-recurring RDT&E and non-recurring procurement costs incurred

under the ROCC Program. Specific estimates and breakouts of dollar amounts and related categories of Program costs will be delineated in the formal offer and acceptance.

3. Cost sharing of training and operation and maintenance of the SSE will be covered by a separate agreement.

4. Internal ROCC communications equipment that is purchased or leased as a part of the ROCC Program is considered part of the ROCC hardware and the costs will be included with other hardware costs. Communications external to the ROCCs are not a part of the ROCC acquisition program and they will be handled in accordance with communications management/support agreements which exist at the time of implementation.

Section XII. ACCESS TO ESTABLISHMENTS

1. Each participant will grant upon request, within reasonable limits, access by authorized personnel of the other participant to establishments in which work under the ROCC Program is being conducted.

2. Requests by one participant for visits to establishments located in the territory of the other participant will be coordinated by the DND Program Manager and the SPD. Access to contractor establishments and use of information acquired during DVP contract performance will be as agreed in the SOA.

3. All visiting personnel will comply with the security regulations in force in the establishment visited. Any intellectual/industrial property rights such as trade secrets or proprietary technical information, including software information, disclosed to visitors will be treated by the visitors in the same manner as if the information had been disclosed between participants, in accordance with section XVI.

4. The NATO Status of Forces Agreement¹ shall govern the status of members of the force or civilian component, and their dependents, of each country when in the territory of the other country.

Section XIII. EXCHANGE AND USE OF INFORMATION

1. All information, including software information, on all aspects of the ROCC Program will be exchanged between participants in confidence in so far as the relevant participant owns, controls, or has a right to so disclose that information.

2. Industrial/intellectual property rights in respect of equipment, including software, employed in or relevant to the ROCCs developed or acquired under this MOU will be made available to the participants on a royalty free, irrevocable basis in so far as the relevant participant owns or controls those rights. Participants, on request, will use their best efforts to assist one another in obtaining any other licenses at fair and reasonable prices required by a participant to enable acquisition of the ROCC system or associated equipment including software.

Section XIV. TRANSFER TO THIRD PARTIES

1. The US retains all rights to sales to third parties of ROCC equipment, components, software, associated support material, and technology.

2. Canada shall not transfer title to or possession of any ROCC equipment, components, software, associated support material, or technology to any third party, nor disclose, dispose of or permit use of any plans, specifications or information furnished in connection with this Program without the prior written consent of US.

3. In the event of a sale by the US of ROCC equipment, components, software, associated support material, or technology to a third party, the US will refund to Canada

¹ See "Agreement between the Parties to the North Atlantic Treaty regarding the status of their forces, signed at London on 19 June 1951" in the United Nations, *Treaty Series*, vol. 199, p. 67.

an appropriate *pro rata* share of any non-recurring costs which are recovered from the third party to the extent such costs were funded by Canada.

4. Notwithstanding paragraphs 1, 2, and 3 of this section Canada reserves for itself and/or its industrial participants, the protection of proprietary and other background rights which they might have in accordance with the appropriate provisions of ASPR 9.107 and 9.202, and the right to refuse sale or transfer to third parties of equipment, components, software, associated support material and technology which would involve the transfer of such Canadian proprietary or other background rights.

Section XV. CONFIGURATION MANAGEMENT

Changes that a participant intends to make to equipment, including software, will be submitted in advance to the Canadian-US Configuration Control Board (CCB) for approval to ensure interoperability between ROCCs and other systems, subsystems or facilities defined in the specification for individual ROCCs.

Section XVI. SECURITY

1. Portions of the Program which are classified will be designated by a joint classification guide for Canada and the United States. The highest classification required by either participant in accordance with its national laws and regulations will establish the classification of each item.

2. The handling of classified material and information exchanged between the participants and classified contract activities involving US and Canadian contractors in connection with the joint program will be subject to current general security and industrial security agreements between the United States and Canada.

Section XVII. TERMINATION

1. If either participant considers it necessary for compelling national reasons to terminate this MOU, any proposal for termination will be the subject of immediate consultation between the representatives of the participants to enable full evaluation of the consequences of the termination.

2. If after such consultation the participant desires to proceed with termination, such termination may be effected immediately by delivery of written notice. The terminating participant will bear termination costs. After signature of the formal offer and acceptance referred to in section XI, any termination will be effected in accordance with the terms and conditions of the formal offer and acceptance.

3. In the event of termination of this MOU the following provisions shall continue as if there were no termination: section IX, para. 2; section XIII; section XIV; section XVI.

Section XVIII. EFFECTIVE DATE AND SIGNATURE

This MOU consists of sections I to XVIII inclusive. This MOU shall enter into force on the date of the last signature.

[Signed]

J. A. DEXTRAZE
General

Chief of the Defence Staff

For the Canadian
Department of National Defence

[Signed]

Lt. Gen. ALTON D. SLAY
Assistant Vice Chief of Staff

For the United States
Department of the Air Force

Date: 5 March 1977
Place: Ottawa, Ontario, Canada

Date: 11 April 1977
Place: Washington, D.C.