DECLARATION OF MUTUAL COLLABORATION

In a spirit of transparency and as a contribution to common efforts to develop pragmatic solutions that will contribute to transforming Alliance capabilities, we have identified below a collaborative, non-procurement project to be initiated under the Allied Command Transformation (ACT) Framework For Collaborative Interaction (FFCI) initiative.

The overall purpose of this collaboration is to derive mutual benefit from working on specific problems that are of common interest and thereby gain from our shared knowledge and experience in developing solutions.

These collaborative projects will be conducted in accordance with the FFCI Principles of Collaboration, set out in Annex A. These principles ensure consistency with the guiding precepts of transparency, fair treatment, and positive partnering adopted for the ACT FFCI initiative.

Through informal consultation, including staff-to-staff talks between experts, we have identified topics of common interest, and have agreed to initiate the following project:

a) (Title Project 1),
b) (Title Project 2),
c) (Title Project 3),
d) etc

A summary description, including actual scope, timelines and milestones for each of the projects listed above, is included at Annex B to this letter (Appendix B-1 through B-X).

Annex A and Annex B are integral parts of this letter. Annex B will be updated as necessary through exchange of letters between the undersigned, or their designated representatives, to ensure that there is mutual agreement on the work to be conducted in future stages of each project.

The parties agree that the documents produced jointly will be considered as shared property and will be marked as “NATO UNCLASSIFIED – COMMERCIAL”. If it is determined that a project requires additional safeguards to protect intellectual property of either party, or if explicit risks and liabilities are identified that are not addressed in the Principles of Collaboration, the parties may only proceed with subsequent stages of a project when both the undersigned agree that concerns raised by either party have been adequately addressed.
The projects involve no explicit risk or liabilities. Should the collaboration described in Annex B extend beyond meetings, studies, and workshops, or otherwise be deemed to prospectively involve liabilities, Intellectual Property Rights or similar legal or financial questions, the Parties agree to suspend collaboration on a particular project until detailed arrangements are concluded to determine the conditions for further interaction.

Both parties join to collaborate on each project as independent parties and may terminate participation in any or all of the projects, as determined in the Principles of Collaboration, if so required.

On behalf of the Supreme Allied Commander, Transformation:

_______________________
(Name)
(Address)
Dated:_______________

On behalf of [COMPANY NAME]:

_______________________
(Name)
(Address)
Dated:_______________
ANNEX A

TO DECLARATION OF MUTUAL COLLABORATION

BETWEEN HQ SACT AND [COMPANY]

PRINCIPLES OF COLLABORATION

[COMPANY] and Headquarters, Supreme Allied Commander Transformation (HQ SACT), hereinafter referred to as the “Parties,” agree to collaborate as stated in the letter of collaboration, to which this is an Annex, on the projects defined in Annex B. The Parties share the understandings expressed below, which are consistent with the ACT Framework for Collaborative Interaction (FFCI).

The Parties understand and confirm that:

1. Their relationship is that of independent entities. Nothing shall be deemed to constitute either Party as an agent of the other Party, or that either Party has entered into an exclusive arrangement or strategic partnership with the other. Neither of the Parties shall seek to represent the other on any matter.

2. The Parties maintain exclusive control of their personnel, resources and operations, respectively; neither Party is authorized to commit the other Party to any obligations. Under this arrangement, there will be no payments or financial contributions of any kind.

3. This arrangement is not a contract or other procurement action. [COMPANY] will not derive any advantage or receive preferential treatment in any subsequent contracting process or procurement transactions, no matter if conducted by HQ SACT or any other NATO entity, including NATO Agencies. Neither will the arrangement serve as a mechanism for the sponsorship, donation, or placement of products; nor does it bind the Parties to enter into a further agreement, or business relationship.

4. This is a no-cost arrangement based on reasonable efforts and governed by the principle that costs lie where they fall. Collaboration is subject to the availability of resources from either Party, just as control of resources remains with the respective Parties. Accordingly, the collaboration will not serve as a basis for claiming payment or reimbursement for any costs, services, or efforts by either of the Parties.

5. [COMPANY] will, when appropriately informed and in the course of the collaboration, conform to existing NATO regulations and procedures, in particular regarding security, code of conduct, and release of information, and be duly mindful of the limitations stated herein. Equally, and when appropriately informed, HQ SACT shall respect the standards of conduct, policies and internal rules of [COMPANY] during the course of any collaboration under this Agreement.
Collaboration is intended to provide non-proprietary solutions only; nothing is intended to convey any rights, title, or interest whatsoever in the Intellectual Property of one Party to the other.

The projects involve no explicit risk or liabilities. Should the collaboration described in Annex B extend beyond meetings, studies, and workshops, or otherwise be deemed to prospectively involve liabilities, Intellectual Property Rights or similar legal or financial questions, the Parties agree to suspend all or a specific part of the collaboration until detailed arrangements are concluded to determine the conditions for further interaction.

Supervision and lead of projects, and the right to conduct an independent evaluation of project products, remain with HQ SACT.

The collaboration is governed by principles of mutual confidentiality and respect, and is subject to a Non-disclosure Agreement between the Parties. Neither Party shall issue media statements or make public announcements relating to this collaboration unless agreed in advance by both Parties and coordinated with HQ SACT Public Affairs Office. The Parties shall not use the name (including abbreviations), emblem, or official seal of the other Party without the prior written consent of that Party. With regard to use of the name, emblem, or official seal of HQ SACT, this extends to the use of the name, emblem, or official seal of any NATO entity.

The collaboration is not an endorsement by one Party of the other; it shall not serve, directly or indirectly, to endorse any product or service provided, or to be provided, by the other Party, its successors, assignees, or licensees.

The materials and information involved in the collaboration can be distributed by the Parties, respectively, within their own organizations, which in regard to HQ SACT include all NATO entities, such as other international military headquarters, NATO agencies, boards and committees, and NATO Nations’ Governments. The Parties will share their experience and collaboration in events in which they both take part, such as NATO Industry Forum.

The collaboration does not prevent HQ SACT from requesting information from industry or other entities or otherwise engaging in activities on the annexed projects. [COMPANY] will be informed of parallel collaborative interactions relative to the described projects, which will be separated in time and space at the request of [COMPANY].

[COMPANY] understands that:

[COMPANY], established in a NATO member Nation, remains solely responsible for ensuring that the envisaged interaction comports with applicable export control laws and for holding necessary permissions, licenses, or authorizations in this regard.

Access to NATO facilities, property, equipment, and information, and to NATO Communications and Information Systems, will be provided only as permitted by HQ SACT under applicable regulations.

This collaboration does not warrant transfer or assignment of responsibilities, except with the prior consent of the Parties. Equally, delegation of activities to outside entities, will only take place with
the prior consent of HQ SACT or as identified in the annexed projects.

16. This arrangement, or reference to the collaboration it is intended to support, shall not be used in any advertisement, marketing effort, promotion of products or service, whether directly or indirectly, without the prior approval of HQ SACT.

**This arrangement:**

17. Will be reviewed annually to ensure that the projects agreed in Annex B are valid and taken forward in accordance with agreed timelines and milestones, and remains consistent with these principles. Annex B may be amended or replaced, as required.

18. Can be terminated jointly by the Parties at any time, or by either of the Parties for any reason by giving 30 day notice in writing to the other Party, terminating all activities. The terms of the arrangement will survive the termination, as appropriate, until all the agreed interactions have been settled, and in particular the confidentiality and nondisclosure provisions shall survive the termination of any relationship between the Parties.

19. Or any disputes relative to it will not be subject to any outside juridical or administrative process but shall be resolved through dialogue.
ANNEX B

TO DECLARATION OF MUTUAL COLLABORATION

BETWEEN HQ SACT AND [COMPANY]

PROJECTS

B.1   The collaborative projects to be pursued with [COMPANY] are described in Appendixes to this Annex as follows:

a. Appendix B-1:
   
   *(TITLE Project 1)*

b. Appendix B-2:
   
   *(TITLE Project 2)*

c. Appendix B-3:
   
   *(TITLE Project 3)*

   *(etc.)*
1. PROJECT TITLE

(*TITLE Project 1*)

2. DESCRIPTION

1.1 *(Background and statement of problem to be addressed collaboratively)*

3. COLLABORATION

2.1 *(Plan for collaboration)*

2.2 It has been agreed that HQ SACT and [COMPANY] will collaborate on the following: *(include description of scope, timeline and break-points for project)*

   a. XXX.

   b. XXX.

4. POINTS OF CONTACT

4.1 HQ SACT:

   a. Name (email; phone)

4.2 [COMPANY]:

   a. Name (email; phone)
1. PROJECT TITLE

*(TITLE Project 1)*

2. DESCRIPTION

1.1 *(Background and statement of problem to be addressed collaboratively)*

3. COLLABORATION

2.1 (Plan for collaboration)

2.2 It has been agreed that HQ SACT and [COMPANY] will collaborate on the following: *(include description of scope, timeline and break-points for project)*

   a. XXX.

   b. XXX.

4. POINTS OF CONTACT

4.1 HQ SACT:

   a. *Name (email; phone)*

4.2 [COMPANY]:

   a. *Name (email; phone)*
1. PROJECT TITLE

*(TITLE Project 1)*

2. DESCRIPTION

1.1 *(Background and statement of problem to be addressed collaboratively)*

3. COLLABORATION

2.1 (Plan for collaboration)

2.2 It has been agreed that HQ SACT and [COMPANY] will collaborate on the following: *(include description of scope, timeline and break-points for project)*

   a. XXX.

   b. XXX.

4. POINTS OF CONTACT

4.1 HQ SACT:

   a. Name (email; phone)

4.2 [COMPANY]:

   a. Name (email; phone)