

A stylized, multi-pointed star logo in shades of gray, positioned in the upper left corner of the slide. The star has several points of varying lengths and is partially overlaid by a curved line.

Allied Command Transformation

Framework
For
Collaborative
Interaction

October 2009



Admiral Luciano Zappata, ITA N
Deputy Supreme Allied Commander Transformation
7857 Blandy Road, Suite 100
Norfolk, Virginia 23551-2490

Dear ACT Industry Day 2009 participant,

HQ SACT believes there is a need for the Alliance to improve its approach to capability development and in particular to stimulate more focused and productive activities in multinational capability development. In the past year, Allied Command Transformation has developed the Framework for Collaborative Interaction (FFCI) initiative with the objective of enabling collaborative work to be carried out in a non-procurement manner between ACT and industry, to effectively leverage the expertise that each community brings to the Alliance capability development efforts. Improved collaboration with industry in the development of requirements, solution concepts, and technology demonstrations should contribute to improve interoperability and to accelerate the fielding of operational capabilities.

The consensus among Industry Day 2008 participants was that FFCI was a valuable initiative and encouraged ACT to develop it further. With support from NIAG and NC3A, we developed a more comprehensive description of FFCI and sought the Nations' views in order to move forward. We reached an important milestone in September 2009, when the National Armament Directors Representatives confirmed their approval for initial application of FFCI.

We are committed to further developing this Framework to make it a successful tool. This booklet captures the current description of FFCI, it is a work in progress and further details and updates will be developed as we gain experience from the initial pilot cases. You are encouraged to visit our website <http://www.act.nato.int/ffci> for more information.

Industry Day 2009 will focus on the theme of Alliance interoperability and on launching the FFCI and we have chosen some key topics that we expect will lead to interesting collaboration activities. We look forward to your contribution, insight and any feedback you may be able to offer following Industry Day 2009.


Yours sincerely


TABLE OF CONTENTS

INTRODUCTION	3
FFCI OBJECTIVE.....	4
POTENTIAL BENEFIT.....	4
MAIN PRINCIPLES	6
FFCI MECHANISMS	7
FFCI IMPLEMENTATION	11
TOOLS AND SUPPORTING INITIATIVES	13
SUMMARY	14
GLOSSARY	16
ANNEX A Mechanisms	19
ANNEX B Communication And Information Management	23
ANNEX C Mutual Nondisclosure Agreement.....	27
ANNEX D Request for Information	32

INTRODUCTION

1. The Supreme Allied Commander Transformation (SACT) is responsible for identifying and promoting the development of essential capabilities that are needed to meet future operational needs of the Alliance.
2. This role requires Allied Command Transformation (ACT) to work closely with capability development authorities in Nations and NATO bodies in all stages of capability development and across relevant lines of development. Within the NATO Nations, industry and academic institutions have extensive knowledge and experience that is of direct relevance to ACT-led capability development efforts. ACT firmly believes that this competence could be leveraged in a collaborative manner – to the benefit of NATO, Nations, and industry.
3. This paper elaborates on the initial proposal for a Framework for Collaborative Interaction (FFCI) initiative that was presented at the recent ACT Industry Day¹. The primary aim of FFCI is to enable collaborative work to be carried out, in non-procurement manner² between ACT and industry. This will effectively leverage the expertise each party brings to Alliance capability development efforts. For each of the collaborative activities, ACT and industry should both contribute to and benefit from the collaboration. Actions that involve NATO procurement mechanisms lie outside FFCI, and therefore are beyond the scope of this paper.
4. There is a wide range of approaches that ACT can use to achieve collaboration with industry. These include several existing mechanisms that rely on the use of NATO or National authorities to facilitate the engagement. While these can be effective, they do not address the full range of activities needed for capability development for the Alliance. ACT is therefore exploring additional opportunities to involve industry more directly in capability development activities. FFCI consists of the overall suite of mechanisms, existing and new, together with procedures and advice on how to use them. Building on the existing mechanisms, FFCI implementation will focus on additional mechanisms needed to enable ACT to work directly with industry in a collaborative, non-procurement manner.
5. The FFCI initiative is intended to eventually encompass collaboration with both industry and academia. For clarity, this paper focuses on industry but features described in this report will eventually be extended to include academia.

¹ ACT Industry Day ID08, held in Brussels on 01 October 2008.

² See Glossary for the definition of “non-procurement”.

6. The FFCI will be an important part of ACT's relationship with industry, and just one element in the wider relationship between NATO and industry. As concluded in a recent study by the NATO Industrial Advisory Group (NIAG)³, more can be done to achieve the efficient involvement of industry in capability development. The FFCI will be a useful and flexible arrangement that will continue to provide benefit as the NATO capability development framework is further developed.

7. This paper seeks to explain FFCI and to provide a firm basis for its initial implementation. At first the focus will be on reinforcing some of the basic collaboration mechanisms. As the benefits become evident, additional mechanisms will be developed to advance FFCI.

FFCI OBJECTIVE

8. The aim of FFCI is as follows:

The primary aim of FFCI is to enable collaborative work to be carried out in a non-procurement manner between ACT and industry, to effectively leverage the expertise each party brings to Alliance capability development efforts. Building on the effectiveness of existing collaborative mechanisms, FFCI will develop a more comprehensive and coherent suite of mechanisms, together with the appropriate guidance and procedures to allow them to be applied effectively. FFCI will act as a repository for experience gained through ACT staff working closer with industry and will encourage the increasing use of best practices.

POTENTIAL BENEFIT

9. The potential benefits to ACT, and ultimately also to NATO Nations, from increased access to industry expertise and knowledge include:

- The ability to benefit from industry expertise in capability development efforts that improve solutions analysis and potentially reduce costs or time to deliver results.
- Earlier introduction of interoperability issues into capability development, to ensure more solutions are "interoperable by design".
- Increased opportunity to ensure NATO military operational considerations are thoroughly addressed when industry develops capabilities.

³ NIAG Study 120: The Contribution of Industry to Capability Development in NATO, Annex 1 to NIAG-D(2008)0011 of Feb 2008.

- Improved access to effective tools that support capability development efforts.
- Establishment of increased trust between ACT and industry as stakeholders in effective capability development efforts.
- Development of best practices and guidance based on experience.
- Increased opportunity to develop partial solutions that can be assessed to improve the overall design of delivered capability.
- Promotion of interoperability through the use of open standards.

10. The potential benefits to NATO Nations will result from their contribution to the framing and scoping of proposals for ACT collaboration with industry, and leveraging benefit from the results of the collaborative efforts for their own National purposes. By involving industry more directly in ACT-led capability development efforts, the overall quality of the results will be improved as a basis for the subsequent (predominantly national) procurement processes. In addition to enhancing the provision of capabilities to NATO forces, it will improve ACT's cost effectiveness and efficiency in capability development to support NATO transformation. Throughout the collaborative efforts, ACT will retain the decision-making role.

11. The potential benefits that industry will obtain from increased access to ACT expertise and knowledge include:

- Increased awareness of the military direction being taken by NATO and Nations in developing Alliance capabilities.
- Improved understanding of the operational factors that influence the capability challenges of importance to NATO.
- Opportunities to develop informed solutions that address these challenges.
- Access to more realistic data, doctrine and procedures for development and testing of products prior to delivery to NATO or nations.
- Participation in the development of NATO standards.
- Improved opportunities to market products with Nations.

12. The potential benefits to ACT, NATO Nations and industry merit efforts to facilitate increased collaboration for mutual benefit. The FFCI initiative will be a significant step in enabling such facilitation.

MAIN PRINCIPLES

13. The FFCI initiative is intended to improve available mechanisms, and provide guidance to apply them effectively, so that HQ SACT staff can conduct collaborative work with industry and thereby increase the value obtained by the Alliance from ACT-led capability development efforts.

14. In the main, FFCI will address capability problem areas that are assigned high priority by ACT. These will also need to be topics that are of significant interest to industry if a successful collaborative partnership is to be achieved.

15. When working directly with industry ACT will ensure that essential standards are adhered to, such as⁴:

- **Transparency.** The FFCI procedures will be openly advertised to prospective collaborative industry in advance of, and during, the collaboration processes. ACT will provide industry with timely, accessible and accurate information and must also keep the Nations and other relevant actors informed of the nature and content of the information shared with industry and of the progress of the work being done.
- **Fair treatment and positive partnering.** Companies wishing to collaborate with ACT will be treated objectively and without discrimination. European and North-American companies, large and small, should be given the same opportunities to collaborate with ACT. Also, it is NATO's shared responsibility to ensure that industry's IPR are protected throughout the collaboration.
- **Fairness and openness** must be maintained for potential follow-on procurement competition. When collaborating with industry on specific capability development issues, it is ACT's responsibility to ensure that potential future competition for capability procurement will not be biased toward a specific product, manufacturer or service provider and that no company will be disadvantaged in terms of knowledge and information.
- **"Costs lie where they fall."** In this respect ACT funding will be limited to requirements for appropriate FFCI-related contributions required for NATO entities participating in the

⁴ See Annex B – Communications and Information Management (CIM) for additional description of these standards.

specific FFCI activity. Industry needs to pay for its own costs of participating in FFCI activities, or have a customer (e.g. Nation or National entity) pay for its costs.

16. FFCI activities, including any feedback that may be provided by ACT to a collaborative company, do not constitute NATO direction or signal any specific NATO intent to start any contractual effort(s).

FFCI MECHANISMS

17. For any specific capability development initiative, ACT will select the most appropriate mechanism (or mechanisms) to engage with industry in a collaborative manner. The choice of mechanism will be determined by considering a number of factors such as type of **industry contribution**, selection of **engagement enabler**, or **engagement level**.

18. The required **industry contribution** is the type of support provided to ACT. It may span a wide range of activities, such as:

- Advisory studies.
- Assess capability shortfalls.
- Identify mature solutions.
- Advice on potential to develop capability.
- Assess feasibility of concepts & solutions.
- Assess or resolve interoperability problems for mature or potential concepts & solutions.
- Review proposed technical standard.
- Design simulation model.

19. The **engagement enabler** is the organisation, facility or event through which collaboration can be established, such as:

- Organisations: NIAG, NC3A, RTO etc.
- Consortia or other groupings of industry: For example, the Netcentric Operations Industry Consortia (NCOIC).

- Facilities: For example, Distributed Networked Battle Laboratory⁵, NATO test and evaluation facilities.
- Events: For example, ACT Industry Day, Coalition Warrior Interoperability Demonstrator, NATO exercises and NATO experiments.

20. ACT has identified five different FFCI **engagement levels** (Level 0 to Level 4) that represent the various types of interaction required to facilitate the industry contribution. The level primarily reflects two factors:

- **Complexity:** Challenges to be faced in collaboration (For example: protection of proprietary information, risk to industry and potential costs).
- **Contribution:** Potential benefits to NATO and National capability development.

Generally, a higher level of complexity correlates to a higher level of contribution, as illustrated in Figure 1 below.

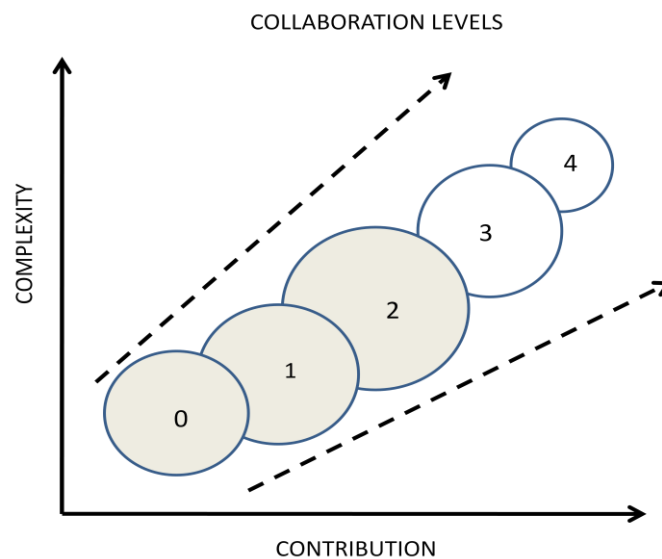


Figure 1. Complexity vs Contribution for FFCI Levels of Collaboration

⁵ Distributed Networked Battle Laboratory (DNBL) is a network of industry battle laboratories to support ACT capability development activities that is being established with support from industry, NIAG and NC3A.

21. These FFCI engagement levels are described below:

Level 0:

- Non-focused interaction (where there is no discussion about specific capability problems in any detail) between ACT personnel and industry representatives and where no commitment to proceed beyond this basic interaction is intended.
- No special agreement is needed as it is clear there are implicit information exchange limitations (ex: no classified material, no Intellectual Property issues).
- Typically, mechanisms at this level enable companies to receive general information about ACT core business while ACT receives broad information about the company's range of activities.
- Examples of existing Level 0 mechanisms include introductory visits and informal meetings, as well as high level discussions, as presented at ACT Industry Day.

Level 1:

- Exploration of specific capability problem areas or capability development projects to focus on what industry might be able to contribute to the capability development activities.
- Some basic protection of background information will be needed.
- At this level, the industry contribution could typically include identification of mature solutions available in industry and advice on their potential to develop a capability. Industry may also contribute through high-level advisory studies.
- Several mechanisms at Level 1 exist, including: Request For Information (RFI), with associated clarifications and question & answer meetings; high-level study requests obtained through NIAG; and internet-based virtual forums (as used to prepare panel discussions at some previous ACT Industry Days).

Level 2:

- Limited scope collaborative activities that address specific issues within a capability development effort.
- Basic protection of background information will be needed and it may also be necessary to address protection of new information.
- Industry contribution at this level could typically include: assessment of the range of potential solutions that could be developed to meet specific capability needs, assessment of interoperability shortfalls for potential concepts and solutions; and collaborative work to ensure interoperability of national systems with NATO systems such as national and NATO command and control systems, or data interoperability for multinational logistics systems.

- Existing mechanisms at this level include: various types of collaborative studies that can be obtained through NIAG, NC3A and RTO; and workshop meetings, such as those used to prepare panel discussions for some previous ACT Industry Days.

Level 3:

- Collaborative projects between ACT and industry to facilitate concept development and enable both ACT and industry to benefit from practical testing, demonstration or experimentation of potential capability solutions.
- Basic protection of background information will be needed. It is likely that protection of new information arising from the tests, demonstrations or experiments will need to be addressed.
- In general, Level 3 mechanisms will enable industry to participate in collaborative assessments of capabilities to improve operational efficiency and coherence for military capabilities being developed, for short, medium and long term applications. Examples include: field trials of mature solutions, evaluation of operational effectiveness, de-risking of solution concepts, and assessment of feasibility of prototype solutions. In particular, activities at this level can include collaborative work to ensure interoperability of national systems/solutions with NATO systems/solutions.
- Some existing collaborative mechanisms are already available at this level, but these currently require industry to contribute through support from a Nation. For longer term developments, the RTO has a mechanism for conducting Cooperative Demonstrations of Technology (CDT), in which industry can contribute through support of a participating Nation. Similarly, NURC has a Joint Research Project mechanism where industry contributes through Nations collaborating on a project. ACT collaboration with industry on development of simulation capabilities to support NATO Live Virtual Constructive (NLVC) training⁶ is a current example where industry is contributing to an ACT-led capability development project through a Nation.

Level 4:

- Collaborative projects, producing new “discovery” or assessment that is of significant value to industry or NATO.
- Substantial protection of information will be needed for collaborative projects at this level and possible foreground IPR will need to be addressed.
- Industry contribution at Level 4 is likely to include interactive development of capability solutions that reduce development risks or improve interoperability. It could include design or construction of simulation models and development of prototype solutions.

⁶ Part of ACT-led SNOW LEOPARD project.

- Existing mechanisms are currently outside the scope of ACT work.

FFCI IMPLEMENTATION

22. The implementation of FFCI will add improvements to the existing range of mechanisms as described below:

Level 0:

- Standard procedures for this level are not currently available but would be beneficial. Although relatively low priority, appropriate procedures will be documented for this level as part of FFCI.

Level 1:

- FFCI will augment the existing Level 1 mechanisms by: improving the definition and the procedures for using forums; tailoring the use of Request For Information (RFI); and establishing a supporting Communications and Information Management system to ensure adherence to overall FFCI principles. RFIs may be issued directly by ACT and/or via, for example the NIAG or NC3A. The RFI may lead to a forum. Industry could be invited to participate in forums without using RFIs as the initiating step. A forum may be organized as a typical meeting or could be an internet-based virtual forum. Strengthening the Level 1 mechanisms will also benefit the Level 2 mechanisms.

Level 2:

- ACT will strengthen the mechanisms for conducting workshops and to enable a generally higher level of engagement than a forum. While still focusing on information exchange, there is an expectation that a higher level of mutual problem solving and collaborative activities will be included in the work, to address specific issues related to specific ACT capability development efforts. ACT will include opportunities for discussions with single or groups of companies, to enable more extensive exchange of information. Workshops will also be developed that use the assessment capabilities available through various battle laboratories. These will benefit from the ongoing ACT efforts to develop a Distributed Networked Battle Laboratory (DNBL) capability with industry.

Level 3:

- In addition to exploring how ACT can further benefit from existing mechanisms at Level 3, there is also scope for new mechanisms to be developed to allow ACT to collaborate more directly with industry. Collaborative activities at this level would bring significant benefit to ACT, enabling specific capability development issues to be solved for a wide range of areas such as those involving information exchange and command and control issues (ex: joint intelligence surveillance and reconnaissance, multinational logistics, implementation of NATO Network Enabled Capability, etc).
- Building on activities at other levels, collaborative activities with industry at Level 3 would support advanced development and integration of solutions for emerging capabilities.
- Current mechanisms such as the Coalition Warrior Interoperability Demonstration (CWID) events will continue to bring about improvement in interoperability for the Alliance and remain relevant to ACT. Such events are currently built around the participation of Nations, with industry contributing through the authority of these Nations, and focus on operational assessment of systems being considered for acquisition. However, ACT will attempt to improve collaboration with industry at this level, while continuing to involve industry through Nations. ACT will also continue to explore if more direct collaboration can be achieved with industry for testing, demonstrations and experimentation. In the short term, insights gained through the ongoing development with industry of the Distributed Networked Battle Laboratory (DNBL) capability will enable mechanisms and procedures to be developed that support capability development through activities at Levels 2 and 3.

Level 4:

- For ACT to engage industry in collaborative projects at Level 4, there are challenges to be addressed in order to comply with the collaboration principles described above. The process leading up to a Level 4 activity might be the determining factor in achieving collaboration at this level. A process of collaboration that evolves via the lower levels and meeting all the principles of fairness, openness etc, may create the conditions required to enable appropriate mechanisms to be developed that allow industry to collaborate in ACT activities at this level.

TOOLS AND SUPPORTING INITIATIVES

23. **Communications and Information Management (CIM).** The CIM system is an essential component of FFCI that is needed to ensure transparency of information exchange between ACT and industry. It ensures compliance with the FFCI main principles, in particular transparency and fair treatment, when working directly with industry. Some of its functions are:

- Advertising capability problem areas for which ACT could benefit from collaboration with industry.
- Advertising future conferences, forums, and workshops.
- Providing a unique entry point for industry to contact ACT and to coordinate ACT outreach to industry.
- Ensuring coherence of effort with other industry-related authorities within NATO.
- Encouraging and supporting web-collaboration projects.

24. A dedicated **ACT team** will be responsible for implementing FFCI, including establishing the CIM and its related website. This team will be cross-functional and anchored in the new Capability Engineering Sub-division. Representatives from Legal Affairs, from Purchasing and Contracting, and all functional areas will be assigned to the team as required. The team will facilitate the initiation of collaborative activities between ACT and industry. As part of its responsibility the team will develop and facilitate basic training for the ACT staff expected to work with industry.

25. **Nondisclosure Agreement (NDA).** ACT has developed a Nondisclosure Agreement that will be signed by the parties when/if the level of information exchange is expected to include the use of sensitive information. It will define rights and responsibilities pertaining to use and protection of proprietary information.

26. **FFCI Terms of Agreement (TOA).** For some collaboration activities (particularly at Level 3 and Level 4) ACT and industry may decide to sign a TOA that defines relevant collaboration parameters (ex: scope, timelines, and responsibilities).

27. **Request for Information (RFI).** RFIs are used to gather information from industry without reimbursement or promise of a current or future requirement. ACT may invite companies to clarify the information provided in response to the RFI.

28. **ACT Industry Day** is currently an annual event hosted by ACT, typically developed around a pre-determined high-level capability theme, with a combination of high-level keynote

speeches from NATO, Nations and industry, together with an opportunity to hold panels and workshops to address specific capability problems. FFCI will provide a focus for future ACT Industry Days and these events will be used to initiate collaborative activities and announce new Requests For Information. FFCI activities will be the primary focus for the workshops held as part of Industry Day.

SUMMARY

29. ACT believes the FFCI initiative can significantly improve the value obtained from industry in ACT-led capability development efforts. Through increased levels of mutually beneficial collaboration, it will add substantial industry knowledge and experience at an earlier stage in the capability development.

30. The collaboration activities focus on topics that are of significant interest to both sides of the collaborative partnership, in order for both ACT and industry to benefit from the collaborative activities.

31. FFCI builds on the existing range of mechanisms but will further develop these and add new mechanisms when needed to achieve the levels of collaboration needed.

32. ACT will ensure that FFCI collaborative efforts comply with NATO rules and procedures through the combination of training procedures and continually developing “best practices”.

33. The initial phase of this initiative will systematically organize and strengthen Levels 0, 1 and 2 of FFCI and continue to explore opportunities to collaborate at Levels 3 and 4. In this way, exchange of information with industry will be improved, enabling trust relationships to be built that are essential building blocks for collaboration to succeed. Forums will be introduced to support initial exchange of information with companies and workshops will provide opportunities for discussions with single or groups of companies, to enable more extensive exchange of information.

34. Some new tools and supporting initiatives are being developed to support FFCI. These include:

- Communications and Information Management (CIM) to ensure appropriate transparency for industry and nations.
- An ACT team, supported by an unclassified website, to provide a unique entry point for industry to engage in FFCI.
- A comprehensive and coherent set of mechanisms and procedures, *inter alia*:
 - Nondisclosure Agreement (NDA).
 - Terms of Agreement (TOA).
 - Tailored Request for Information (RFI).
- Annual Industry Day, tailored to complement FFCI and to initiate collaborative projects.

35. After assimilating the lessons learned from initial implementation of FFCI, ACT will determine whether additional mechanisms could be developed to promote increased collaboration with industry at higher levels of engagement.

GLOSSARY

- Collaborative Interaction: Working together for mutual benefit and without financial compensation.
- Non-Procurement: In the context of FFCI, not related to the current or ongoing procurement of a capability. From a contractual perspective, interaction between NATO/ACT and Industry is conducted neutrally on a 'without commitment' basis, and without prejudice to industry participation in any future competition that may arise. Actions that involve NATO procurement mechanisms lie outside FFCI.
- Industry: Collective and generic term to describe for-profit businesses - defence related and from NATO Nations.
- Company: A sub-category of industry – describing an individual unit.
- Companies: Multiple individual units.
- Academia: Collective and generic term to describe organizations that develop and transmit knowledge - primarily non-profit, defence related and from NATO Nations.
- Mechanism: Description of how to achieve collaborative interaction – generally determined by the interaction of factors such as industry contribution, engagement level, and engagement enabler.
 - Industry contribution: The type of support provided to ACT (ex: advice on mature solutions).
 - Engagement level: The type of interaction required to facilitate the industry contribution – ranging from exchange of general information to mutual problem solving.
 - Engagement enabler: The organization, facility or event through which collaboration can be established (ex: ACT, NIAG, NC3A, Battle labs, Industry Day, Coalition Warrior Interoperability Demonstrator).
 - Forum: Physical or virtual meeting to facilitate exchange of information pertaining to specific capability problem areas.
 - Workshop: Multi-lateral or bi-lateral meeting to facilitate a more focused exchange of information and/or actual problem solving pertaining to specific problem areas.
- Capability shortfall: Description of a specific gap between existing capability and required capability
- Capability problem area: Description of a capability area subject to development efforts (ex: BI-SC Prioritized Shortfall Areas).

- Capability development: Various activities performed to support and/or develop a specific capability (ex: assessment of feasibility of concepts & solutions).
- Communications and Information Management (CIM) system: Functions and processes carried out by ACT to ensure FFCI complies with principles related to competition; - transparency; and fair treatment.
- Standard Operating Procedure (SOP): Guidance and standardized procedures for ACT's personnel to establish collaboration.
 - Request For Information (RFI): Requests used to gather information from industry without reimbursement or promise of a current or future requirement.
 - Nondisclosure Agreement (NDA): Agreement between involved parties that defines rights and responsibilities pertaining to use and protection of proprietary or other sensitive information.
 - Intellectual Property Rights (IPR): Ownership of ideas, inventions, computer software, processes and other elements of industrial or organizational property.
 - Background Information: Information provided or delivered by one party to another, but not generated in the framework of an FFCI activity or the performance of a contract.
 - Foreground Information: Information generated during the course of an FFCI activity or in performance of a contract.
 - Proprietary Information: All information disclosed from one party to another and marked as such, or if disclosed orally or visually, designated as such and confirmed in writing within 30 days.
 - Terms of Agreement (TOA): Agreement between involved parties that defines relevant collaboration parameters (ex: scope, timelines, and responsibilities).

Mechanisms**Level 0**

Description	Non-focused, informal discussions (ex: not addressing specific capability problems) between personnel from ACT and representatives from industry.
Typical products/results	<ul style="list-style-type: none"> - Companies receive general information about ACT core business. - ACT receives information about the company's range of activities.
Need for ToA / Nondisclosure Agreement	No special agreement is needed, as it is clear there are implicit information exchange limitations (no classified material, no Intellectual Property issues) and no commitment is intended.
Existing Examples	<ul style="list-style-type: none"> - General visit by companies, normally arranged via National Liaison Representatives. - High level ACT Industry Day discussions.
FFCI Improvements	Standard procedures are not currently available but would be beneficial.

Level 1

Description	Exploration of capability problem area and/or required capability development efforts with focus on determining what industry might be able to contribute to ACT capability development activities.
Typical products/results	<ul style="list-style-type: none">- Identification of mature solutions available in industry.- Advice on potential to develop capability.- High-level advisory study.
Need for ToA / Nondisclosure Agreement	Basic (background) IPR protection is needed but no “new” IPR (foreground IPR) is generated in course of information exchange. As a result, this may require a mutual Nondisclosure Agreement.
Existing Examples	<ul style="list-style-type: none">- Request for Information from ACT directly to industry.- Request for Information from ACT to industry via NC3A.- High-level study requests to NIAG.- Web-based info exchange to prepare Industry Day 2006 panels.
FFCI Improvements	<ul style="list-style-type: none">- ACT mechanism to invite industry participants for an open exchange of information.

Level 2

Description	Limited scope collaborative activities to address specific issues within a capability development effort.
Typical products/results	<ul style="list-style-type: none"> - Examination of the range of potential solutions to meet specific capability needs. - Review/design of proposed technical standards for specific solution. - Assess/resolve interoperability problems for mature solutions. - Assess feasibility of concept and solution. - Assess/resolve interoperability shortfalls for potential concepts and solutions.
Need for ToA / Nondisclosure Agreement	Basic (background) IPR protection needed. New shared “product” may be generated from the project (e.g. combined industry/ACT report, design for a technical standard). This could necessitate prior agreements to deal with possible foreground IPR. As a result, this may require a mutual Nondisclosure Agreement and Terms of Agreement.
Existing Examples	<ul style="list-style-type: none"> - NIAG, RTO and NC3A studies (with ACT participation). - Workshops to prepare ACT Industry Day 2007 and 2008 panels.
FFCI Improvements	<ul style="list-style-type: none"> - New mechanisms for ACT to invite industry participants for open workshops or a limited number of one-on-one workshops.

Level 3

Description	Collaborative work that facilitates concept development and enables ACT and industry to benefit from practical experimentation. Typically the involvement of industry is enabled through a lead nation.
Typical products/results	<ul style="list-style-type: none">- Field trial of mature solution, evaluation of operational effectiveness.- Reduce development risks for solution concepts.- Assess feasibility of prototype solution.- Develop training material.
Need for ToA / Nondisclosure Agreement	Basic (background) IPR protection needed. Experimentation may generate foreground IPR. As a result, this may require a mutual Nondisclosure Agreement and Terms of Agreement.
Existing Examples	<ul style="list-style-type: none">- Modeling and Simulation capabilities for NATO Live Virtual Constructive (NLVC) training as part of SNOW LEOPARD project.- NURC Joint Research Projects.- RTO Cooperative Demonstrations of Technology (CDT)- Technical demonstrations (such as CWID, etc).
FFCI Improvements	New mechanisms to be developed to enable collaboration with industry at this level.

Level 4

Description	Significant collaborative work, actually producing new “discovery” or assessment that is of significant “value” to industry or NATO.
Typical products/results	<ul style="list-style-type: none">- Design or construct simulation/model.- Develop a prototype solution.
Need for ToA / Nondisclosure Agreement	Solid IPR protection will be needed. Prior agreement will be required to deal with possible foreground IPR. As a result, these will require a mutual Nondisclosure Agreement and Terms of Agreement.
Existing Examples	Not achieved to date.
FFCI Improvements	Continue to explore potential mechanisms to enable collaboration with industry at this level.

Communication and Information Management

NATO's interaction with industry is subject to legal as well as contracting rules and principles that prevent the preferential allocation of public funds. The NATO Financial Regulations issued by the NAC and the Bi-SC Procurement Directive (Bi-SC Dir 60-70) issued by the Strategic Commanders set out the bedrock principles. These are as follow: integrity; competition; transparency; value for money; fair treatment and positive business partnering; professional proficiency; accountability; uniformity; and responsiveness. These same principles, albeit with some nuances, will be complied with when setting up collaboration between ACT and industry.

Many of the mechanisms described in the Framework for Collaborative Interaction (FFCI) initiative already exist and are set up through engagement enablers such as NIAG or NC3A that ensure these mechanisms comply with NATO standards. However, this is not the case of new mechanisms through which ACT directly engages with industry. For such mechanisms, a Communication and Information Management system will ensure NATO standards and principles are complied with.

For the FFCI initiative to be successful, it has to be properly advertised to the relevant actors. ACT will communicate towards industry about the existence and rules of FFCI so that it can both expand its own network and reassure and encourage industry to collaborate. ACT will also communicate towards its own personnel to stimulate the identification and setting up of potential collaborations.

Based on NATO principles regulating interaction with industry and expanding beyond them, the following standards will be complied with when setting up collaboration with industry:

- a. **Integrity.** Throughout all phases of the collaborative process, the highest standards of integrity must be maintained. Personnel setting up and executing collaboration with industry must maintain the highest degree of honesty, trust and an impeccable standard of conduct. The general rule must be to avoid even the appearance of a conflict of interest when promoting NATO-industry relationships. Collaboration must be conducted with the utmost professionalism and be in complete accord with current regulations.

- b. **Fairness and openness** must be maintained for potential follow-on procurement competition. When collaborating with industry on a specific capability development issue, it is ACT's responsibility to ensure that potential future competition for capability procurement will not be biased toward a specific product, manufacturer or service provider and that no company will be disadvantaged in terms of knowledge and information.
- c. **Transparency.** The collaborative system will employ procedures that are openly advertised to prospective collaborative industry in advance of, and during, collaboration processes. ACT must provide industry with timely, accessible and accurate information. It must also keep the Nations and other relevant actors informed of the nature and content of the information it shares with industry and of the progress of the work being done.
- d. **Value.** Officers setting up collaboration with industry should ensure that they obtain "value for effort". They should clearly define their needs, the kind of collaboration they are looking for and the resources such collaboration will require on ACT's part. The final decision to set up collaboration will be adopted when benefits and the level of effort have carefully been balanced.
- e. **Fair treatment and positive partnering.** Companies wishing to collaborate with ACT will be treated objectively and without discrimination. European and American industries, large and small, should be given the same opportunities to collaborate with ACT. Also, it is NATO's shared responsibility to ensure that industry's IPR are protected throughout the collaboration.
- f. **Professional proficiency.** ACT staff must be qualified to perform their assigned functions and thus must be well informed on the different aspects of collaboration with industry.
- g. **Accountability.** All actions must be clear and auditable and must always consider ways to defend against or mitigate likely follow-on contractual risks.
- h. **Uniformity.** Collaboration processes with the industry must be standardised to maintain coherence and fairness.
- i. **Responsiveness.** ACT's personnel must be as pro-active as possible in identifying potential areas for collaboration, reaching out to industry and setting up collaboration. Streamlined collaborative processes and guidance regarding the means and ways to collaborate with industry should help personnel achieve this goal.

- j. **Security.** Dissemination of NATO classified information must be closely monitored and secured. Such information must be accessible only to people with the required level of security clearance and on a “need to know” basis.
- k. **NATO must retain decision-making role** throughout the collaborative process.

In order to achieve compliance with these objectives, the following functions will be part of Communication and Information Management:

- Advertise capability problem areas for which ACT could benefit from collaboration with industry.
- Publish and socialize relevant information, knowledge and data and organize ways for industry to react and comment.
- Advertise future conferences, forums and workshops.
- Advertise and implement standard operational procedures for collaboration with industry,
- Reference relevant documents.
- Provide a unique entry point for industry to contact ACT and for ACT to reach out to industry.
- Ensure coherence of effort with other industry-related authorities within NATO.
- Advertise FFCI to ACT’s personnel and stimulate the identification of potential areas of collaboration.
- Provide explanation and guidance regarding the different collaboration mechanisms.
- Encourage and support web-collaboration projects.
- Monitor industry’s on-going work on issues relevant to ACT.

A dedicated unclassified website has been set up (www.act.nato.int/ffci). This website will be the backbone of CIM.

On a first level of ambition, the website will serve as the gateway ACT will use when it wishes to engage directly with industry. Invitation for collaborative activities, calendar of past and future events and relevant references and documentation will be published on this website which will be accessible to all industry⁷. The existence of the website will be advertised to industry through the Nations and already existing forums such as NC3A, RTO, NIAG or NCOIC.

⁷ Only unclassified information should be published on the website. Thus, no security clearance would be needed to access it. However, a system of password could be set up if deemed necessary.

A second level of ambition could be to use the website to run the collaborations by organising web work-sessions and sharing relevant information through the website. An increase in web-collaboration could reduce the impact of geographical distance and allow for more equal collaboration opportunities on both sides of the Atlantic.

A *Nondisclosure Agreement (NDA)* should be signed by ACT and the collaborative companies as required. This document focuses on Intellectual Property Rights issues, setting out rules regarding the protection of industry's background information and on the ownership, use and disclosure of foreground information.

Dedicated personnel in ACT will be assigned to FFCI Communication and Information Management. As subject matter experts, this ACT team will perform tasks, like: support on-going collaborations, ensuring rules and regulations are complied with; support web-collaborations; ensure coherence of effort; stimulate the identification of potential areas for collaboration; and run the website. This team will also evaluate the requirement for – and facilitate basic training to ACT's personnel likely to work with industry.

Mutual Nondisclosure Agreement

Parties.

This Mutual Nondisclosure Agreement (the "Agreement") is entered into as of the ____ day of _____, 20__ (the "Effective Date") by and between Headquarters, Supreme Allied Commander Transformation ("HQ SACT"), with a business address at 7857 Blandy Road, Suite 100, Norfolk, Virginia 23551-2490 and _____, a _____ with a business address at _____ (collectively referred to as the "Parties") for the purpose of preventing the unauthorized disclosure of proprietary information (as defined below).

Summary.

The Parties may disclose proprietary information to each other for the purpose of obtaining a clearer understanding of each other's prospective needs and requirements. Such disclosure may never result in a business relationship; however, the Parties are willing to disclose such proprietary information provided such information is not disclosed or used except for the purpose expressed above. The Parties mutually agree to enter into a confidential relationship with respect to the disclosure by one or each (the "Disclosing Party") to the other (the "Receiving Party") of proprietary information.

Definition of Proprietary Information.

For purposes of this Agreement, "proprietary information" shall include all information or material identified as proprietary information by the Disclosing Party, whether in oral, written, visual, electronic and/or other form. Such information may include trade secrets or information that is organizationally sensitive. Not all information presented by either Disclosing Party is proprietary information, and each Disclosing Party has the responsibility to clearly identify any proprietary information provided to the Receiving Party. If proprietary information is disclosed orally or visually, then the Disclosing Party has an obligation to designate it as proprietary information at the time of disclosure and confirm this in writing within 30 days.

Exclusions from Proprietary Information.

Receiving Party's obligations under this Agreement shall not extend to information that is: (a) publicly known at the time of disclosure under this Agreement or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party prior to the time of disclosure by Disclosing Party; (c) otherwise learned by the

Receiving Party through legitimate means other than from the Disclosing Party or anyone connected or associated with the Disclosing Party; or (d) not identified as proprietary information by the Disclosing Party. To claim the benefit of this exclusion, Receiving Party shall provide Disclosing Party with a written identification of all portions of the proprietary information which it believes to be exempt within five (5) days after it learns of the events which give rise to an exception under this section.

Obligations of Receiving Party.

Level of Care. The Receiving Party shall hold and maintain the proprietary information of the other Party in confidence for the sole and exclusive benefit of the Disclosing Party, using at least the same level of care that it uses to safeguard its own valuable and confidential proprietary information.

Permitted Use. Receiving Party may use the proprietary information only for the purposes of assessing needs and requirements as it relates to the Disclosing Party. Receiving Party may share the proprietary information only with Receiving Party's officers, directors, employees, or contractors who need to know the proprietary information in order for Receiving Party to accomplish these permitted purposes. Receiving Party shall ensure that any such officers, directors, employees, or contractors, prior to receiving any proprietary information, have read this Agreement, understand its terms, and have agreed in writing to abide by its terms as if they were the Receiving Party.

Prohibited Use. The Receiving Party shall not, without prior written approval of the Disclosing Party, use for the Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the proprietary information.

Return of Proprietary Information. The Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials, and/or shall erase all electronic files, in its possession which pertain to the proprietary information immediately on the written request of Disclosing Party.

Survival of Agreement.

The nondisclosure and confidentiality provisions of this Agreement shall survive the termination of any relationship between the Disclosing Party and the Receiving Party.

Directed/Ordered Disclosure.

Receiving Party shall not be liable for disclosure of proprietary information in response to a valid order of a court or agency or when the disclosure is at the direction of higher authorities within the North Atlantic Treaty Organization, provided that Receiving Party immediately notifies Disclosing Party in writing of any such order, and that, prior to any such disclosure, the Receiving Party takes reasonable steps to avoid or minimize any such disclosure.

Miscellaneous.

Intellectual Property. Nothing in this Agreement shall be construed to convey to Receiving Party any right, title, or interest in the proprietary information, or any right to license or use, sell, exploit, copy, or further develop the proprietary information. The Parties agree that any works prepared for each other by employing proprietary information and which are eligible for copyright protection shall not assign rights, title or interest in the copyright to the other Party unless otherwise agreed between the Parties.

Compliance with Export Laws. It is the responsibility of the Disclosing Party to ensure that the sharing of proprietary information comports with applicable export control laws.

Right to Injunctive Relief. Receiving Party acknowledges and agrees that its actual or threatened use or disclosure of the proprietary information in breach of this Agreement would cause irreparable harm to Disclosing Party, for which monetary damages may be an inadequate remedy or difficult to ascertain, entitling Disclosing Party to preliminary and permanent injunctive relief, in addition to any other remedies that may be available to it.

Relationship; No Obligation to Enter into Business Relationship. Nothing contained in this Agreement shall be deemed to constitute either Party a partner, joint venturer or employee of the other Party for any purpose, or binds either Party to enter into a further agreement or other business relationship with the other Party. It is understood between the Parties that only warranted contracting officials within HQ SACT are authorized to conclude contracts on behalf of HQ SACT and that any claims or assertions by any other representative of HQ SACT do not give rise to a contractual claim.

Amendments in Writing. This Agreement may not be amended except in a writing signed by the Parties' duly authorized representatives and specifically referencing this Agreement.

Severability. Should any part of this Agreement for any reason be declared or deemed invalid, this shall not affect the validity or enforceability of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the

invalid or unenforceable portion thereof eliminated. Should any material term of this Agreement be in conflict with any laws or regulations, the Parties shall in good faith attempt to negotiate a lawful modification of this Agreement which will preserve, to the greatest extent possible, the original expectation of the Parties.

Choice of Law. The validity and interpretation of this Agreement and the legal relationship between the Parties shall be governed by the laws of _____, without regard to principles of conflicts of law or choice of law.

Dispute Resolution. Any dispute between the Parties will be resolved through dialogue and, if necessary, negotiation. This represents the sole and exclusive remedy for resolving disputes under this Agreement.

Integration. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings.

Assignability. Neither Party may assign this Agreement or the rights and obligations hereunder to any other Party, except with the prior written consent of the non-assigning Party.

Agreement Binding on Successors. This Agreement and each Party's obligations shall be binding on the legal successors of each Party.

Headings and Captions. All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement, and in no way define, limit, extend or describe the scope or intent of any provision hereof.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Agreement through their duly authorized representatives, effective as of the Effective Date first written above.

FOR HEADQUARTERS, SUPREME ALLIED COMMANDER TRANSFORMATION:

Signature, Name, Date

OTHER PARTY

Signature, Name, Date

Request for Information

Request for Information (RFI) Template

General Information	
Request For Information No.	XXX/XX
Project Title	[INSERT PROJECT TITLE]
Contracting Office Address	NATO, HQ Supreme Allied Commander Transformation (SACT) Purchasing & Contracting Suite 100 7857 Blandy Rd. Norfolk, VA, 23511-2490
<i>Point of Contact</i>	[INSERT NAME/DETAILS OF LEAD HQ SACT CONTRACTING OFFICER]

1. 0 Description

1.1 HQ Supreme Allied Commander Transformation (HQ SACT) is issuing this Request for Information (RFI) announcement on behalf of the [NAME OF DIVISION].

1.2 This is a Request For Information (RFI) only. [The intent is to only identify - AMENDED DEPENDANT ON PURPOSE OF RFI].

1.3 This RFI DOES NOT constitute a current Request for Proposal (RFP) nor a commitment to issue a future RFP. HQ SACT is not seeking proposals at this time, and will not accept unsolicited proposals in respect of this RFI. Respondee are advised that HQ SACT will not pay for any information or administrative costs incurred in responding to this RFI. All costs for responding to this RFI shall be borne solely by the responding vendor. Not responding to this RFI does not preclude participation in any future RFP when issued.

[OPTIONAL – ONLY IF RFP IS PLANNED :

1.4 Any future RFP that may be released shall be listed on the HQ SACT Purchasing and Contracting website (<http://www.act.nato.int/content.asp?pageid=123>). Vendors are responsible for monitoring this site for additional information on this requirement.]

2.0 Background

2.1 The [NAME OF DIVISION] is seeking support to [DESCRIBE NATURE OF SUPPORT].

[EXAMPLES: PARTICPATION IN FORUM; WORKSHOP; CAPABILITY DEMONSTRATION; INDUSTRY VIEWS; ETC.),

[PROPOSED HQ SACT FOLLOW ON ACTIONS/TIMELINES SHOULD ALSO BE OUTLINED]

3.0 Requested Information

3.1 White Paper. Vendor companies and organizations are invited to provide a white paper, of no more than 15 pages, on their [INSERT REQUIRED CONTENT OF WHITE PAPER]. The white papers shall be due by [INSERT DATE/TIME]. Information in the white papers may be considered in developing any potential final Statement of Work requirements. Proprietary information, if any, should be minimized and clearly marked as such. Please be advised that all submissions become HQ SACT property and will not be returned. The white papers shall be in Microsoft Word for Office compatible format, and shall not contain classified information. The white papers shall address, at a minimum, the following [INSERT SPECIFIC REQUIREMENTS]

3.2 White Paper Addendum. The white paper shall include the following information in a separate attachment, which will not be included in the 15-page limitation.

- Company or organization name
- Complete mailing address
- Overnight delivery address (if different from mailing address)
- Phone number
- Fax number
- E-mail address of designated point of contact

3.3 Presentation. Selected RFI vendor responders may be asked to provide one-hour, on-site presentations based on their white papers to [INSERT DIVISION] and HQ SACT Contracting personnel in [INSERT DATE]. Vendors must be prepared to answer in-depth

questions regarding their past experiences [INSERT SPECIFIC TECHNICAL AREAS] at that time.

4.0 Questions

Questions of a Technical Nature about this RFI announcement and white paper shall be submitted by e-mail only to [INSERT NAME/DETAILS OF LEAD HQ SACT CONTRACTING OFFICER], Accordingly, questions in an e-mail shall NOT contain proprietary and/or classified information. NATO does not guarantee that questions received after [INSERT DATE] will be answered.

5.0 Response Date

White papers are due no later than [INSERT DATE/TIME] EST. Responses shall be submitted via e-mail only (on company letterhead) to [INSERT NAME/DETAILS OF LEAD HQ SACT CONTRACTING OFFICER],

6.0 Summary

THIS IS A REQUEST FOR INFORMATION (RFI) ONLY to [INSERT NATURE OF REQUIRED SUPPORT]. The information provided in this RFI is subject to change and is not binding on HQ SACT. HQ SACT has not made a commitment to procure any of the items described herein, and release of this RFI shall not be construed as such a commitment, nor as authorization to incur cost for which reimbursement will be required or sought. It is emphasized that this is a RFI, and not a RFP of any kind. All submissions become HQ SACT property and will not be returned.

7.0 Place of Performance

North Atlantic Treaty Organization Supreme Allied Commander Transformation, Headquarters (HQ SACT) 7857 Blandy Road, Suite 100 Norfolk, VA 23551-2490

Notes:

Allied Command Transformation
Framework For Collaborative Interaction

FFCI Aim

*Increase opportunities for
collaboration with industry
to address problems in development
of needed capabilities*



For More Information:

<http://www.act.nato.int/ffci>

FFCI Point of Contact

ffci@act.nato.int