

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE KINGDOM OF BELGIUM,

THE GOVERNMENT OF THE CZECH REPUBLIC,

THE MINISTRY OF DEFENCE OF THE KINGDOM OF
DENMARK,

THE FEDERAL MINISTRY OF DEFENCE OF THE
FEDERAL REPUBLIC OF GERMANY,

THE GOVERNMENT OF THE HELLENIC REPUBLIC,

THE MINISTRY OF DEFENCE OF HUNGARY,

THE MINISTRY OF DEFENCE OF THE ITALIAN
REPUBLIC,

THE MINISTER OF DEFENCE OF THE GRAND DUCHY
OF LUXEMBOURG,

THE GOVERNMENT OF THE KINGDOM OF THE
NETHERLANDS,

THE MINISTRY OF DEFENCE OF THE KINGDOM OF
NORWAY,



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THE GOVERNMENT OF THE REPUBLIC OF POLAND,

THE GOVERNMENT OF PORTUGAL,

THE MINISTRY OF NATIONAL DEFENCE OF
ROMANIA,

THE MINISTRY OF DEFENCE OF THE KINGDOM OF
SPAIN,

THE GOVERNMENT OF THE REPUBLIC OF TÜRKİYE,

THE GOVERNMENT OF THE UNITED KINGDOM,

AND

THE GOVERNMENT OF THE UNITED STATES OF
AMERICA

TO REVISE

THE MEMORANDUM OF UNDERSTANDING FOR THE
OPERATIONS AND SUPPORT (O&S)

OF THE NATO AIRBORNE EARLY WARNING AND
CONTROL (NAEW&C) FORCE

AS REVISED ON 27 MARCH 2003

(Short Title: 2nd REVISION OF THE NAEW&C FORCE
O&S MOU)

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INTRODUCTION

1. In December 1978, Defence Ministers signed a Multilateral Memorandum of Understanding (MMOU) (PO/78/132) to acquire in common a North Atlantic Treaty Organisation (NATO) variant of the US E-3 system to meet, together with an Airborne Early Warning (AEW) system to be provided by the United Kingdom in a mixed force concept, the NATO Airborne Early Warning and Control (NAEW&C) requirement.
2. At the same time, NATO nations created and chartered the NATO Airborne Early Warning and Control (AEW&C) Programme Management Organisation (NAPMO), within the framework of NATO, to implement the NAEW&C programme to the best advantage of the NAPMO Nations.
3. Nations agreed in the MMOU to operate and support the NAEW&C Force under a single Force Commander subordinate to the Strategic Commanders (SCs). The Supreme Allied Commander Europe (SACEUR) was appointed as the Executive Agent for the SCs in NAEW&C matters.
4. On 17 October 1980, Headquarters NAEW&C Force Command and the NATO E-3A Component of the Force were established as an international military headquarters.¹ On 17 September 1981 due to an Agreement between the Federal Republic of Germany and Supreme Headquarters Allied Powers Europe (SHAPE), the NATO E-3A Component received the legal status of an international NATO Headquarters (HQ) following the Paris Protocol.² Both entities were reorganized effective on 1 November 2015, into a single successor International Military Headquarters, called HQ NAEW&C Force GK.³
5. The GBR Component was activated on 1 July 1992 as the United Kingdom contribution in kind (CiK) to the mixed force.
6. In June 1985, the NAPMO Board of Directors (BOD) agreed to the acquisition of Trainer/Cargo Aircraft (TCA). On 19 January 1988, the North Atlantic Council (NAC) agreed that the terms and arrangements for the operations and support of the NATO E-3A would apply equally to the TCA and would be in accordance with the provisions of this Memorandum of Understanding (MOU) for Operations and Support of the NATO Airborne Early Warning and Control Force, dated 26 September 1984, as revised on 27 March 2003, and again herein the 2nd Revision. On 22 December 2011 the NAPMO BOD retired the final TCA.
7. The NAPMO Nations subsequently agreed to modernization programmes to upgrade the NATO E-3A system's capabilities to meet the SCs' operational requirements. Details of the modernization programmes are contained in an Addendum to the MMOU, which came into effect on 7 December 1990, and in subsequent amendments thereto.

¹ Activated DPC/R(80)12

² In a form of an Exchange of letters, retroactive from 01.01.1980

³ PO(2015)0422: Reorganization of the NATO Airborne Early Warning & Control Force, 05 August 2015

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8. The NATO E-3A aircraft were registered by the Grand Duchy of Luxembourg based on the assurances that the Boeing 707 (B-707) aircraft held a type certificate issued by the United States of America (U.S.) Federal Aviation Administration, that the modifications to the B-707 aircraft; the additional NATO E-3A airframe and sub-system assemblies met U.S. Department of Defence Military Specifications, and that the maintenance of the NATO E-3A would be performed in accordance with the applicable USAF Technical Orders and Manuals.

9. The U.S. Air Force (USAF) airworthiness certification process has evolved to a system which is embodied in the Operational, Safety, Suitability and Effectiveness process, and there is currently a segregation of functions within the USAF between the operational user and the Technical Airworthiness Authority.

10. The undersigned, acting in the spirit of the North Atlantic Treaty, undertook to participate in the support of the operations of the NAEW&C Force under the provisions specified in this MOU, as revised.

11. The NAPMO Nations, exercising their rights as reflected in the NAPMO Charter, will delegate the relevant authorities as specified in this MOU, as revised.

12. With the NAC approval of the Broadening of the O&S budget under PO(2016)0382-AS1 (INV) MODALITIES FOR BROADENING THE NAEW&C PARTICIPATION, this MOU, as revised takes into account arrangements to incorporate all NATO nations participating in supporting the operations of the NAEW&C Programme. To this end, and to clarify roles and responsibilities between the NAPMO Nations and the other nations participating in operations, the HQ NAEW&C Force GK budget has been split into the Provision budget (Budget Code (BC) 162), for the provision of the AWACS aircraft to NATO for use (this is funded by the NAPMO Nations) and the Employment budget (BC 163) which is for the employment of the AWACS fleet in support of NATO which is funded by all NATO nations with the UK providing Contribution in Kind (CiK), and France providing under pre-existing arrangements in accordance with PO(2016)0382. In addition to contributing funds, the effects of participation broadening impact a number of aspects of the NAEW&C program, all of which have been captured in this MOU, as revised.

13. This 2nd Revision reflects changes to NATO Command Structure and the NAEW&C Force structure; reflects broadening of NAEW&C Operations and Support (O&S) participation; incorporates the withdrawal of Canada as a Participant to the NAEW&C programme; and reflects changes to the airworthiness and configuration management processes.

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SECTION I - Definitions

Administrative Control (ADCON): Direction or exercise of authority over subordinate or other organizations in respect to administrative matters such as personnel management, supply, services, and other matters not included in the operational missions of the subordinate or other organizations. (ADCON: AAP-6)

Aviation Safety: NATO defines Aviation safety as: 'The state in which risks associated with flight activities, as well as those related to, or in direct support of the operation of the aircraft, are reduced and controlled to an accepted level.

Classified Information: Any Information- namely, knowledge that can be communicated in any form- or material determined to require protection against unauthorized disclosure and which has been so designated by a security classification. (Ref: C-M(2002)49 Security Within the North Atlantic Treaty Organisation)

COM HQ NAEW&C Force GK⁴: The OF-7 Flag Officer assigned by national authorities as the Commander of the IMHQ (HQ NAEW&C Force GK), and the Head of NATO Body (HoNB).

COM NAEW&C Force⁵: SACEUR designated Functional Commander of the NAEW&C Force, known as the Force Commander.

Defence Purposes: Equipping the armed forces of any MOU Participant, using that equipment throughout the world, repair and overhaul of the equipment, right to dispose of worn out or discontinued equipment.

E-3A Component: The NATO E-3A aircraft, personnel, equipment, and facilities at the NATO E-3A MOB, three FOBs, and the FOL.

Employment Costs / Employment Elements: Costs incurred in employing the NAEW&C capability in support of NATO. Employment Elements are identified in Annex B, and are funded by NATO nations via the "Employment budget" (Budget Code (BC) 163), with two nations providing CiK along current lines.

FOBs/FOL: Forward Operating Bases (FOBs)/Forward Operating Location (FOL). FOBs at Aktion, GRC; Trapani, ITA; and Konya, TUR; and an FOL at Oerland, NOR. These are part of the NATO E-3A Component

Force HQ or FHQ: The overarching headquarters of the NAEW&C Force.

GBR Component: The GBR Component aircraft, personnel, equipment, and NATO facilities at the GBR Main Operating Base.

⁴ The same individual discharges the responsibilities of COM NAEW&C Force and COM HQ NAEW&C Force GK.

⁵ The same individual discharges the responsibilities of COM NAEW&C Force and COM HQ NAEW&C Force GK.



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Host Nations: The nations in which the Main Operating Base (MOB), FOBs, and the FOL are located.

HQ NAEW&C Force GK: An International Military Headquarters (IMHQ) based at Geilenkirchen, Germany comprised of: The Force HQ, the NATO E-3A Component, and the MSEC.

Industrial Benefits (IB): IB are the benefits received by the NAPMO Nations' industries in relation to their nations' contributions.

Just Culture: Finding the right balance between the aviation, judicial and political authorities. A Just Culture has been defined as a culture in which front-line operators and others are not punished for actions, omissions or decisions taken by them that are commensurate with their experience and training, but where gross negligence, wilful violations and destructive acts are not tolerated.

Life Cycle Costs: Sum of all recurring and one-time (non-recurring) costs over the full life span of the NATO E-3A weapon system including its flight and mission relevant sub-systems (e.g. ground systems, synthetic training facilities). This includes but is not limited to purchase price, installation cost, operating costs, maintenance, sustainment, upgrade costs, and final disposal.

Main Operating Base, MOB: Refers to the NATO E-3A MOB at Geilenkirchen, DEU, distinct from the GBR Component Main Operating Base.

Mission Systems Engineering Centre (MSEC): MSEC is responsible for providing industry-standard software engineering services for the E-3A aircraft on-board Mission System and Mission Sensor Systems, for the E-3A Ground Support Systems, and for related on-site engineering facilities and test laboratories.

MOU Participants: The NAPMO Nations, as signatories to this MOU, as revised.

NAEW&C Force Aircraft: E-3A and GBR Component Aircraft and any programme-contracted transport aircraft.

NAEW&C Force: The operational NATO Force comprised of the Force HQ, the NATO E-3A Component, the GBR Component, and the MSEC, also called the Force.

Non-Peculiar Equipment: Aircraft non-peculiar equipment, or equipment not being part of the E-3A baseline, but used in support of the operation or sustainment of the aircraft by the Host Nation, the NATO E-3A Component, or MSEC.

Operational Command (OPCOM): The authority granted to a commander to assign missions or tasks to subordinate commanders, to deploy units, to reassign forces, and to retain or delegate operational and/or tactical control as the commander deems necessary. Note: It does not include responsibility for administration. (OPCOM: AAP-6)

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Operational Control (OPCON): The authority delegated to a commander to direct forces assigned so that the commander may accomplish specific missions or tasks which are usually limited by function, time, or location; to deploy units concerned and to retain or assign tactical control of those units. It does not include authority to assign separate employment of component of the units concerned. Neither does it, of itself, include administrative or logistic control. (OPCON: AAP-6)

Participants: MOU Participants *plus* the NATO nations which are contributing to the operations of the NAEW&C Programme through the application of PO(2016)0382.

Provision Costs / Provision Elements: Costs directly associated with the provision of the NAEW&C capability. Provision Elements remain the responsibility of the NAPMO Nations via the "Provision budget" (Budget Code (BC) 162), and are identified in Annex B.

Rightholder: NATO, NAPMO, MOU Participants, and HQ NAEW&C Force GK, or a part thereof. A Rightholder may have exclusive or non-exclusive rights in Technical Information or any item developed within the NATO E-3A cooperative effort.

Strategic Concept: The NATO Strategic Concept is an official document that outlines NATO's enduring purpose and nature and its fundamental security tasks. It also identifies the central features of the new security environment, specifies the elements of the Alliance's approach to security and provides guidelines for the adaptation of its military forces.

Tactical Command (TACOM): the authority delegated to a commander to assign tasks to forces under his command to accomplish the mission assigned by higher authority. TACOM is narrower in application than OPCOM but includes the authority to delegate or retain TACON.

Tactical Control: TACON is the authority normally limited to the detailed and specified local direction of movement and manoeuvre of the tactical force to accomplish an assigned task. TACON does not provide organizational authority or administrative and support responsibilities.

Technical Information: Technical information, technical data packages, manufacturing data packages, data, software (including source code and object code), firmware, hardware, know-how, techniques, trade secrets, intellectual property rights or any similar information useful for the production of a product, provision of a service or the conduct of a programme.

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SECTION II – Acronyms

ACCS – Air Command and Control System
ACO – Allied Command Operations
ADCON – Administrative Control
AEW – Airborne Early Warning
AOR – Area of Responsibility
ARB – Airworthiness Review Board
AW – Airworthiness
AWACS – Airborne Warning and Control System (used interchangeably in the vernacular with NAEW&C)
BC – Budget Committee
BOD – Board of Directors
CiK – Contribution in Kind
CM – Configuration Management
CONOPS – Concept of Operations
DLM – Depot Level Maintenance
DOB – Deployed Operating Base
FOB – Forward Operating Base
FOL – Forward Operating Location
FSP – Forward Supply Points
GK – Geilenkirchen
HoNB – Head of NATO Body
IB – Industrial Benefits
LCC – Life Cycle Costs
MC – Military Committee
MMOU – Multilateral Memorandum of Understanding
MOA – Memorandum of Agreement
MOB – Main Operating Base
MOU – Memorandum of Understanding
MSEC – Mission Systems Engineering Centre
MTRP – Mid-Term Resource Plan
NAC – North Atlantic Council
NAEW&C - NATO Airborne Early Warning and Control
NAPMA – NATO AEW&C Programme Management Agency
NAPMO – NATO AEW&C Programme Management Organisation
NATO – North Atlantic Treaty Organization
NAWP – NATO Airworthiness Policy
NFR – NATO Financial Regulations
NFRP – NATO Financial Rules and Procedures
NPE – Non-Peculiar Equipment
NSE – National Support Element
NSIP – NATO Security Investment Programme
NSPA – NATO Support and Procurement Agency
NSPO – NATO Support and Procurement Organisation
OAA – Operational Airworthiness Authority
OPCOM – Operational Command
OPCON – Operational Control
OSS&E – Operational, Safety, Suitability, and Effectiveness
O&M – Operations and Maintenance

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O&S – Operations and Support
PE – Peacetime Establishment
POL – Petrol, Oil, Lubricant
RPPB – Resources Policy and Planning Board
SACEUR – Supreme Allied Commander Europe
SC – Strategic Commander
SCCB – Single Configuration Control Board
SHAPE – Supreme Headquarters Allied Powers Europe
SNR – Senior National Representative
SOFA – Status of Force Agreement
SOR – Source of Repair
STANAG – NATO Standardization Agreement
TAA – Technical Airworthiness Authority
TCA – Trainer / Cargo Aircraft

SECTION III - Purpose and Scope

1. The purpose of this MOU, as revised, is to specify the terms and arrangements under which the NAEW&C Force (hereinafter called the Force) will be operated in support of NATO missions.
2. As a CiK, the GBR Component aircraft are placed under the OPCOM of SACEUR, in accordance with the MOU between the Major NATO Commanders and the United Kingdom.⁶ The support of the GBR Component is a United Kingdom responsibility and will not be addressed in detail in this MOU, as revised except insofar as it may have financial implications for the Force.

SECTION IV – Force and Bases

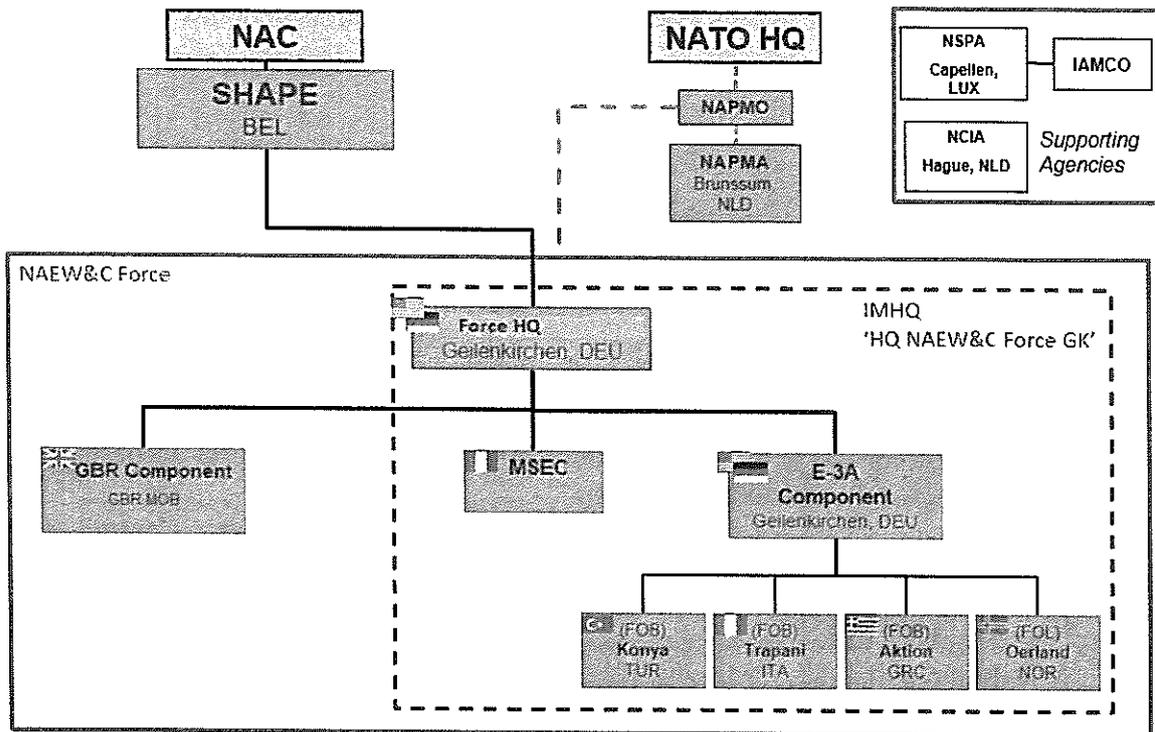
1. The Force consists of the following major elements, as represented in Fig.1, below:
 - a. The Force Headquarters (Force HQ);
 - b. The E-3A Component;
 - c. The GBR Component; and
 - d. The Mission Systems Engineering Centre (MSEC).
2. For organisational purposes, the Force HQ, the E-3A Component (including the 3 FOBs and the FOL), and the MSEC form a single International Military Headquarters, known as HQ NAEW&C Force GK. The Force Commander is also the Commander of the International Military Headquarters (HQ NAEW&C Force GK), and the Head of NATO Body.⁷

Figure 1:

⁶ Memorandum of Understanding between the Government of the United Kingdom of Great Britain and Northern Ireland and the Major NATO Commanders Concerning the Integration of the United Kingdom E-3D Airborne Early Warning System Into the NATO Airborne Early Warning Mixed Force, which entered into effect on 1 November 1989.

⁷ The “Head of NATO Body” is for the purposes of discharging duties and responsibilities in accordance with the NATO Civilian Personnel Regulation.

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3. Roles and responsibilities of the Force.

a. COM NAEW&C Force, in his/her role as a Force Provider, will provide operational commanders with an interoperable, multinational Airborne Early Warning and Control capability. The Force HQ will ensure the E-3A and GBR Components are supported within the resource framework and guidance given by the NATO AEW&C Programme Management Organisation (NAPMO) Nations.

b. The Force HQ is responsible for overall Force governance and the development, promulgation and enforcement of the Force policies, regulations and standards related to the operation of the NAEW&C Force. It is also responsible for the operation and sustainment of the NATO E-3A weapon system.

c. The E-3A Component Commander is responsible for maintaining the readiness of all elements of the NATO E-3A Component to support operational employment of the NATO E-3A Airborne Warning and Control System (AWACS) aircraft as directed by SACEUR through the relevant Operational Commander. He/she is responsible to the Force Commander for the management and control of all the NATO E-3A Component resources including personnel, aircraft, facilities, supplies and equipment assigned to the Main Operating Base and the Forward Operating Bases and Location assigned to the NATO E-3A Component under formal agreements. The E-3A Component Commander also acts on behalf of the Force Commander executing delegated authority as the Commander of the Main Operating Base (MOB) Geilenkirchen. As part of his delegation as Commander of the MOB Geilenkirchen, under separate agreements, the NATO E-3A Component Commander also exercises control of all FOB/FOL facilities dedicated to the E-3A Component.

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d. The GBR Component Commander is responsible for maintaining the readiness of all elements of the GBR Component to support operational employment of the GBR Component as directed by SACEUR through the relevant Operational Commander.

e. The MSEC is responsible for providing industry-standard software engineering services for the NATO E-3A aircraft on-board Mission System and Mission Sensor Systems, for the NATO E-3A Ground Support Systems, and for related on-site engineering facilities and test laboratories.

4. Staffing.

a. NATO International Civilian Staff positions at HQ NAEW&C Force GK will be open to competition by nationals from NATO member nations in accordance with NATO Civilian Personnel Regulations.

b. All military positions are in principle open to all nations having joined the broadened O&S arrangements, except those positions identified in Appendix 4 of PO(2016)0382 which are restricted to NAPMO Nations due to e.g. technical airworthiness, liability, or intellectual property rights issues. The tour length for military personnel will be four years, with three years as a minimum, after successful completion of conversion training. Cost for the military personnel will be borne by the sending nation.

c. Nations providing military personnel will authorise the Commander HQ NAEW&C Force GK and Headquarters personnel to exercise functional command and control over subordinates of all nations. Consistent with Section VI (Command and Control) of this MOU, as revised, nations will direct that their personnel assigned or attached to the NAEW&C HQ or E-3A Component comply with superior orders and instructions irrespective of the nationality of the superior giving them.

(1) Except for functional command and control arrangements, command of military personnel assigned or attached to the Force remains a national responsibility.

(2) The posts of military personnel will be managed in accordance with AAP-16(D) and ACO directives.

d. To facilitate contact between national contingents and the Commander HQ NAEW&C Force GK, nations will designate Senior National Representatives (SNRs) and/or National Support Element Commanders (NSEs) serving at the MOB. Costs specifically related to the SNR and NSE functions and costs of providing national support of military personnel assigned to the Force are the responsibility of the respective nation. Note that exceptions (e.g. for flight physicals examination for eligible personnel) will be specified in NATO directives.

5. Geilenkirchen Air Base and the facilities thereon, which have been made available to NATO by separate agreements between the Federal Republic of Germany and NATO, will

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remain available for use by NATO as long as NATO requires the use of the base and facilities for the Force.⁸

6. FOBs/FOL and the facilities thereon, including runways and taxiways, which have been made available to NATO by separate agreements between the respective Host Nations and NATO will remain available for use by NATO for as long as NATO requires them for the Force.⁹

SECTION V – Legal Aspects of the Force

1. Status of the Force.

a. HQ NAEW&C Force GK (as defined in paragraph 2. of Section IV (Forces and Bases) of this MOU, as revised, is a NATO International Military Headquarters legally constituted under the 1952 Protocol on the Status of International Military Headquarters Set Up Pursuant to the North Atlantic Treaty (Paris Protocol), signed at Paris on 28 August 1952, and any bilateral agreements supplementing the Paris Protocol, and the Agreement Between the Federal Republic of Germany and SHAPE dated 17 September 1981. The status of military and civilian members of the HQ NAEW&C Force GK, and their dependents, will be governed by the Paris Protocol, the NATO Status of Forces Agreement (SOFA), and applicable supplementary agreements with the Host Nation concerned.

b. The GBR Component is a United Kingdom military entity assigned to NATO as part of the NAEW&C Force, under the OPCOM of SACEUR with TACOM delegated to COM NAEW&C Force (as defined in the Memorandum of Understanding between the Government of the United Kingdom of Great Britain and Northern Ireland and the Major NATO Commanders Concerning the Integration of the United Kingdom E-3D Early Warning System into the NATO Airborne Early Warning Mixed Force, dated 1 November 1989).

2. Ownership of the Force Property.

a. All property, excluding land, buildings and fixed installations, acquired under the NATO E-3A Co-operative Programme, as it is referred to in the MMOU, with national contributions to the programme or funds authorised by a NATO committee, will be owned by NATO. However, NAPMO will exercise all rights thus enjoyed by NATO.

b. Buildings and fixed installations funded by or put at the disposal of NATO by MOU Participants, other than runways and taxiways at the FOBs and FOL, will be subject to the right of exclusive use by the Force. Host Nation Deployed Operating Bases (DOBs) planning with respect to NAEW&C bases will be considered and coordinated with SHAPE.

⁸ MOA Between the Federal Ministry of Defence of DEU and NAPMO on the Activation of the MOB for the NATO E-3A Component, 25 March 1982

⁹ Currently there is no arrangement for the GBR Component aircraft to operate from FOB Konya.

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- c. All property, excluding land, buildings and fixed installations, acquired with Employment Element funds will be owned by NATO, with SHAPE (and the NCIA regarding NCIA-procured CIS equipment) exercising all rights thus enjoyed by NATO. Property procured prior to the broadening of the O&S arrangements will continue to fall under existing NAPMO O&S arrangements. Such property will be disposed of in accordance with applicable NATO procedures.
3. Insignia and Registration of the Aircraft.
- a. NATO E-3A aircraft will be marked and registered in accordance with appropriate laws and regulations of the Grand Duchy of Luxembourg and will bear the NATO emblem.
- b. GBR Component aircraft will bear the appropriate United Kingdom insignia for military aircraft and may bear the NATO emblem.
4. Disposal of Force Property. Property referred to in paragraph 2. of this Section will be disposed of in accordance with applicable NATO procedures.
5. Claims.
- a. All claims will be settled and paid in accordance with the NATO SOFA, the Partnership for Peace (PfP) SOFA, the Paris Protocol, and Further Additional Protocol, to the extent applicable and appropriate.
- b. Claims Relating to Provision Elements.
- (1) All claims arising from activities related to the Provision Elements will be settled in accordance with para Article VIII paragraph 5 of the NATO SOFA and Articles IV and VI of the Paris Protocol.
- (2) For the purpose of subparagraph 5.b.(3) of this Section, the "Receiving State" responsible for settling and paying such claims will be the nation in which the claim arose. The obligation imposed to a "Sending State" will attach to HQ NAEW&C Force GK.
- (3) The cost incurred in paying those claims which are payable under paragraph 3, Article VI of the Paris Protocol, and paragraph 5, Article VIII of the NATO SOFA will be shared between the Receiving State and the Sending State in accordance with subparagraph 5.e.(i) of Article VIII of the NATO SOFA.
- (4) The Sending State share of the cost of paying claims determined in accordance with paragraph 5.b.(1). of this Section will be funded in accordance with the O&S cost sharing formula of the Provision Budget contained in Section X of this MOU, as revised.
- c. Claims Relating to Employment Elements. All Participants will share in the liability and costs of addressing actions and/or claims which may result from the activities of HQ NAEW&C Force GK with the following understandings:

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(1) Claims arising from activities related to the Employment Elements of HQ NAEW&C Force GK in NATO territory will be settled in accordance with Article VIII of the NATO Status of Forces Agreement (SOFA) and the Paris Protocol.

(a) For the purpose of subparagraph 5.c.(1)(b) of this Section, the "Receiving State" responsible for settling and paying such claims will be the nation in which the claim arose. The obligation imposed to a "Sending State" will attach to HQ NAEW&C Force GK.

(b) The cost incurred in paying those claims which are payable under paragraph 3, Article VI of the Paris Protocol, and paragraph 5, Article VIII of the NATO SOFA will be shared between the Receiving State and the Sending State in accordance with subparagraph 5.e.(i) of Article VIII of the NATO SOFA.

(c) The Sending State share of the cost of paying claims determined in accordance with paragraph 5.c.(1). of this Section will be funded in accordance with the O&S cost sharing formula of the Employment Budget contained in Section X of this MOU, as revised.¹⁰

(d) Claims within the scope of paragraph 6 or 7 of Article VIII of the NATO SOFA, and Article VI Paragraph 3 of the Paris Protocol, i.e. claims arising from the activities of employees of HQ NAEW&C Force GK, will be dealt with in accordance with these provisions and those of sub-paragraph (d) of Article IV of the Paris Protocol. Claims for which the HQ NAEW&C Force GK accepts responsibility will be funded in accordance with the cost sharing formula of the Employment Budget contained in Section X of this MOU, as revised.

(2) Claims arising from E-3A Component aircraft accidents will be settled between all Participants, unless the claim can be attributed to the provision of the aircraft by the MOU Participants, in which case the MOU Participants will deal with the claim in accordance with paragraph 5.b. of this Section.

(a) In case of a disputed claim between the Participants and the MOU Participants, attributed to the provision of the capability, the North Atlantic Council will decide, based upon advice of a Claims Committee, on the liability incurred by either the Participants or the MOU Participants.

(b) In the case of claims arising from E-3A Component aircraft accidents in territory of a NATO member and where the Receiving State's share of the cost of paying the claim exceeds an amount equal to its estimated contribution to the current annual Budget Estimates for the Employment Elements, the amount in excess of this estimated

¹⁰ The formula including the UK for claims arising from activities of the Force HQ; the formula does not include the UK for all other claims (PO(2016)0382).

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contribution will be funded by the Participants in accordance with the cost sharing formula of the Employment Budget contained in Section X of this MOU, as revised. Consequently, in such cases there will be no recourse to the provision of Article VIII, sub-paragraphs 5.f. of the applicable NATO SOFA.

d. Claims Relating to the activities of GBR Component. All claims relating to the activities of GBR Component will be settled by GBR. Claims arising from the activities of GBR Component in the territory of a NATO or PfP member will be settled in accordance with Article VIII of the applicable NATO or PfP SOFA. For the purpose of such claims the Sending State is the United Kingdom and the Receiving State is the nation in which the claim arose.

6. Overflight.

a. All Participants will provide facilities as laid down in applicable NATO procedures. NAEW&C Force Aircraft will have the right of over-flying and of landing and taking off within the territory of the Participants subject in peacetime to published air traffic control regulations and international rules of the air, and all other agreements specific to the movement of NAEW&C Force Aircraft, and in armed conflict to any applicable provision. Without prejudice to traffic regulations in accordance with international law, no Flight Information Region centre will hamper the movement and operations of NAEW&C Force Aircraft in international airspace.

b. All Participants will exempt the NAEW&C aircraft from any en-route charges or landing fees for the services provided in support to its operations, both in peacetime and in times of crisis. Nations are responsible for ensuring that this exemption is consistent with NATO international obligations and their laws and regulations are properly adapted for this purpose.

c. When required, overflight rights and/or diplomatic clearances of non-participating NATO nations and non-NATO nations and territories will be arranged by the appropriate NATO or national authorities.

7. Taxes, Customs Duties, and Quantitative Restrictions.

a. The MOU Participants acknowledge that it is in their mutual interests that Force activities will be as cost-effective as possible and that the expenditures, and that property and activities will be free from taxes and duties as well as from limitations on quantities of items imported into any MOU Participants' territory for the purpose of accomplishing Force objectives.

b. In particular, MOU Participants will, consistent with all operative international agreements, accord NATO International Military Headquarters and subsidiary bodies involved in the NATO E-3A Co-operative Programme exemption from taxation on the acquisition or holding of property and the acquisition or performance of services (including exemption from value added tax on property and services), as well as exemption from customs duties and/or export fees on imported/exported property and services.

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c. For the purposes of subparagraphs 7.a. and 7.b. of this Section, detailed terms of arrangements are specified in applicable Memoranda of Agreement (MOA) with the Host Nation concerned.

d. All nations joining the broadened O&S arrangements will, consistent with all operative agreements, accord the NAEW&C HQ and E-3A Component exemptions and privileges and immunities in accordance with the 1952 Paris Protocol and applicable Supplementary Agreements, as those derive from the relationship NAEW&C HQ and E-3A Component have with SHAPE.

SECTION VI – Command and Control

1. General. Non-operational activity is conducted under the authority of the Force Commander for the E-3A Component, and the UK supervisory chain for the GBR Component, where applicable working to NATO standards supervised by the Force Commander on behalf of SACEUR. Command and Control of Operational activity is conducted as follows, and as shown in Figure 2, below:

a. OPCOM of the Force is vested in SACEUR. As such, s/he is the authority for the promulgation of collective policy and decisions. This authority will normally be executed through COM NAEW&C Force.

b. The Force HQ is responsible for Force Generation and is the Force Provider to SACEUR.

c. SACEUR has delegated routine OPCON of the Force to COM AIRCOM¹¹.

d. COM NAEW&C Force has TACOM over the E-3A Component, and the GBR Component.

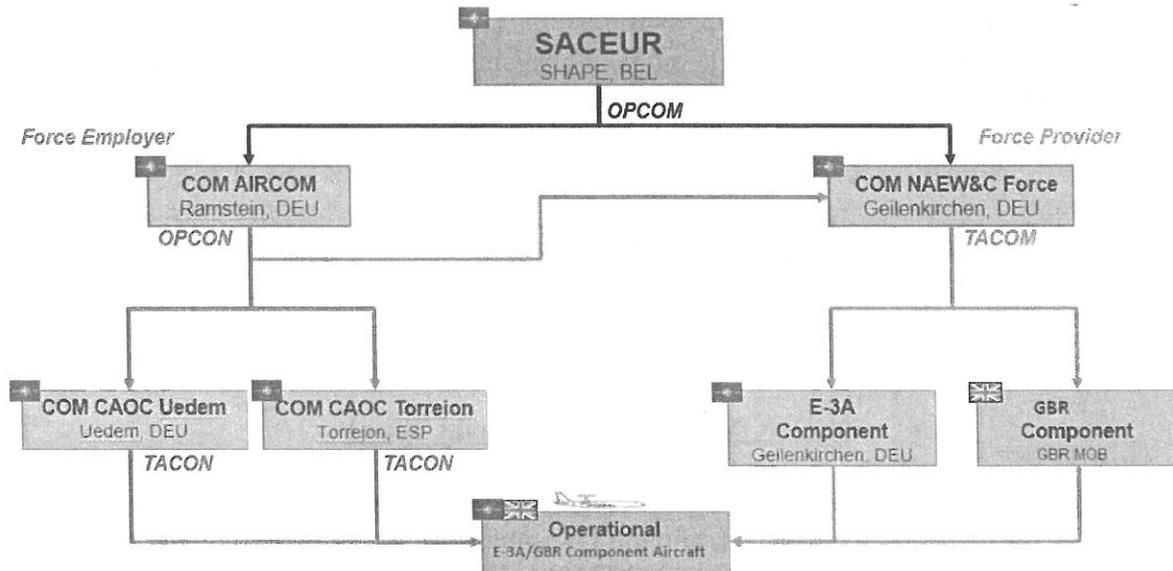
e. The detailed arrangements for employment of the Force will be in accordance with SACEUR's Concept of Operations (CONOPS) for the Force. SACEUR will define Terms of Reference for the designated NATO Commander.

Figure 2:

¹¹ For certain operations, SACEUR as OPCOM authority, may delegate OPCON of the NAEW&C Force to another NATO Commander.



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2. National Representation. To facilitate contact between national contingents and COM HQ NAEW&C Force GK, Participants contributing military personnel to the NAEW&C Programme will designate Senior National Representatives (SNRs) / National Support Elements (NSEs) serving at the MOB. See paragraph 4.d. of Section IV (Force and Bases) of this MOU, as revised, for cost information for SNRs/NSEs.

3. Functional Command and Control –The NAEW&C Force. In respect to the carrying out of COM NAEW&C Force’s responsibilities, Participants recognise the necessity of authorising the COM NAEW&C Force and other Force personnel to exercise functional command and control over subordinates. To this end, Participants will direct that their personnel assigned or attached to the NAEW&C Force will comply with orders and instructions from superiors within the Force irrespective of the nationality of the superior giving them, provided that such orders or instructions are necessary for or reasonably ancillary to the carrying out of the mission of the NAEW&C Force; and, that such orders or instructions would be lawful if given under similar conditions by members of their own armed forces. Any alleged failure to comply with such orders or instructions will be reported by or under the authority of the COM NAEW&C Force to the SNR/NSE of the national involved for appropriate national disciplinary or other action.

4. Administrative Control. HQ NAEW&C Force GK is under the administrative control of SHAPE (SACEUR). The Force HQ is subordinate to SACEUR; the NATO E-3A Component and MSEC are subordinate to the Force HQ.

5. Residual Command and Control. Except for functional command and control provisions expressly set forth in this Section, command and control of personnel assigned or attached to the Force will remain a national responsibility.

SECTION VII – Operations

1. General. The Force will be operated with maximum flexibility throughout SACEUR’s Area of Responsibility (AOR) and in support of all other expanded roles and missions assigned by the NAC and directed by the MC. SACEUR will delegate OPCON of

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the Force to an appropriate NATO Commander in accordance with Section VI. (Command and Control) of this MOU, as revised. The Force will operate from the MOBAs as well as FOBs and the FOL, as specified in Section IV (Forces and Bases) of this MOU, as revised.

2. Mission. The mission of the Force is to provide an immediately available multi-national airborne surveillance, warning and command and control capability in support of Alliance objectives. The mission will evolve in line with the NATO Strategic Concept and will reflect the Alliance's missions for military forces.

3. Exchange of Data and Information. Within the bounds of security classification constraints, all Participants will allow the full and unrestricted transfer and interchange of data and information between the Force aircraft and the ground environment sites located within their territory as well as other ground environment sites as required by the operators situated within the territories of any other Participant. Additionally, Participants will allow maritime and other national forces to transfer and interchange data and information with the Force aircraft whenever such forces are operating with the Force. Data derived from the airborne elements may be made available to non-Participants on terms to be agreed between those nations and the appropriate NATO authorities.

4. Airworthiness.

a. The NAPMO MOU Participants have ultimate responsibility for ensuring that the NATO E-3A is airworthy, and for the governance and oversight of an airworthiness system for the NATO E-3A that complies with the requirements of the NATO Airworthiness Policy (NAWP). This governance and oversight shall be undertaken by the NAPMO BOD.

b. To support the BOD in the execution of this governance and oversight, an Airworthiness Review Board (ARB) comprising airworthiness specialists from the MOU Participants is established. The ARB will report to the BOD semi-annually on the status of the airworthiness system.

c. In order to implement the airworthiness system, an Operational Airworthiness Authority (OAA) and Technical Airworthiness Authority (TAA) have been established. These authorities will be responsible to the BOD for their respective programmes and will undergo the NATO Recognition Process (NRP) in order to be NATO Recognized Airworthiness Authorities within the scope of the NAWP.

d. The BOD is delegated the authority to set and promulgate the responsibilities and authorities of the ARB, OAA and TAA. The BOD issues further amplifying guidance to the ARB, OAA, and TAA on behalf of the MOU Participants. This BOD guidance is attached as Annex A to this MOU as revised, and replaces and supersedes the Memorandum of Understanding concerning Airworthiness and Configuration Management responsibilities for the NATO AEW&C E-3A Sentry Aircraft, dated 4 June 2012.

e. Notwithstanding the use of the term MOU Participants in paras 4a-d above, the United Kingdom, contributing in kind (CiK), is responsible only for the airworthiness of UK aircraft in accordance with UK national regulations.

5. Flying Operations

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a. The NAPMO Nations have delegated responsibility to COM HQ NAEW&C Force GK to act as the Operating Authority for the E-3A Aircraft, responsible for developing, issuing, and maintaining suitable Force and E-3A operating regulations and procedures, and designated the E-3A Component Commander as the Operator of the E-3A Aircraft.

b. NATO E-3A Aviation Safety. COM HQ NAEW&C Force GK and the NAPMA GM are responsible for ensuring that all hazards within their areas of responsibility which could impact the safety of flight of the NATO E-3A are reduced to As Low as Reasonably Practical (ALARP) and managed.

c. Safety Occurrence Notification. COM NAEW&C Force is to ensure that procedures are implemented to ensure that safety occurrences are notified to the relevant stakeholders.

d. NATO E-3A Occurrence Investigation.

(1) Whenever a NATO E-3A aircraft is involved in an accident, a near accident, or is subjected to an increased level of risk or damage due to human or technical reasons, COM HQ NAEW&C Force GK will ensure that an investigation is initiated.

(2) COM HQ NAEW&C Force GK is to issue the procedures for safety investigations and Boards of Inquiry.

(3) The investigation is to attempt to determine the cause of the occurrence and prevent reoccurrence. The investigation is to be conducted within the concept of a Just Culture and it is not the purpose of these investigations to apportion blame, determine liability or any other issue not related to safety.

(4) NATO E-3A aircraft accidents are to be investigated. Where possible, investigations are to be conducted in accordance with NATO Standardization Agreement (STANAG) 3531.

(5) A safety investigation into an occurrence does not preclude the Force HQ or a NAPMO Participant, which has a special interest in the occurrence, wherever it occurred, from conducting another non-safety investigation required for administrative reasons. In such cases any national investigation will be coordinated with the Force HQ.

e. Training evaluation and qualification. Training of all personnel involved in NAEW&C Force operations, including oversight and verification of processes, will be conducted in accordance with NAEW&C Force orders, regulations and procedures. Interoperability between the NATO E-3A and GBR Components will be practiced to the maximum extent practicable.

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SECTION VIII – Base Support

1. General. Base support consists of all normal support services, equipment, facilities, personnel and organisations which are required at any airfield to maintain the base and support base operations.
2. Base Support Tasks. The base support tasks to be accomplished include but are not limited to:
 - a. Airfield Operations. All airfield operations functions such as air traffic control, meteorological support, fire protection, crash and rescue, and communications;
 - b. Administrative and Personnel Support. All domestic, administrative and personnel support functions relating to the functioning of the base itself as opposed to national contingents;
 - c. Base Support Supply. Supply and provision of NATO E-3A aircraft Non-Peculiar Equipment (NPE), other material and spares required to accomplish the base support tasks;
 - d. NPE Maintenance. Maintenance of all equipment required to support an airfield operation but not unique to NATO E-3A aircraft;
 - e. Transportation. Provision of local transport for personnel and material, material handling and related services such as packing and crating;
 - f. Base Security. All aspects of physical security as given under the pertinent provisions of the NATO SOFA, the Paris Protocol and any supplementary agreements;
 - g. Civil Engineering. Provision of utilities/services, maintenance and repair of all permanent installations and facilities; disposal, janitorial, cleaning services, pavements and ground maintenance, and other base keeping functions;
 - h. Petrol, Oil and Lubricants. Provision of petrol, oil and lubricant (POL) products such as non-peculiar oils/lubricants, fuel for aircraft/vehicles and special gasses.
3. Responsibilities. Responsibilities for the base support as defined in paragraphs 1. and 2. of this Section are:
 - a. The NATO E-3A Component is responsible for the accomplishment of the MOB base support tasks.
 - b. Host Nations will provide, under separate support arrangements, utilities and services in subparagraph 2.g. of this Section, to the extent possible, in response to HQ

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NAEW&C Force GK's requirements and will also provide for all other HQ NAEW&C Force GK base support requirements not provided by the NATO E-3A

Component organic capabilities at the MOB, FOBs, or FOL. The applicable host nation will arrange for the provision of such support using host nation standards unless otherwise specified by COM HQ NAEW&C Force GK. Unless otherwise specified by SHAPE (or the Budget Committee (BC)) in accordance with the NATO Financial Regulations, sources for contracted services, facilities construction and/or modification, and major items of equipment, which are funded by HQ NAEW&C Force GK will be procured using NATO International Competitive Bidding procedures.

c. Except for services covered by existing STANAGs, base support services provided by the NATO E-3A Component to organisations other than NATO E-3A organisations will be specified in separate arrangements between HQ NAEW&C Force GK and the organisations (or nations) receiving such services.

4. Host Nation Base Support Personnel and Organisations.

a. Existing Host Nation organisations and personnel will be used to the maximum extent possible in order to meet base support requirements that exceed the NATO E-3A Component's organic capabilities.

b. Orientation training of personnel to perform any base support tasks peculiar to the NATO E-3A will be the responsibility of the NATO E-3A Component Commander as directed by the COM HQ NAEW&C Force GK.

5. Funding.

a. MOB/FOBs/FOL. Except for support provided on a non-reimbursable basis, costs of base support tasks provided by the NATO E-3A Component organic capability and costs for reimbursable support provided by the Host Nation will be paid from the Employment budget according to Section X (Financial Principles and Procedures) of this MOU, as revised. In regard to reimbursing the Host Nation, the applicable Host Nation support arrangement will specify the reimbursement in respect of the support provided.

b. Whenever base support services are provided by the NATO E-3A Component to organisations other than an element of the Force, the organisation/nation receiving such services will reimburse the costs of such services received as specified in the separate arrangements with the Force HQ.

SECTION IX – Logistics Support

1. Introduction. Logistics support covers all engineering, quality assurance, maintenance, supply, transportation, and resource management activities required to sustain operations. COM HQ NAEW&C Force GK will be responsible for providing logistics support to NATO E-3A aircraft and supporting systems to meet SACEUR's CONOPS and tasking. Logistics support will be in accordance with approved maintenance and supply

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concepts and will be in accordance with NATO procedures and NATO STANAGs to the maximum extent possible.

2. COM HQ NAEW&C Force GK's Configuration Management responsibilities, as OAA, are detailed in Section XI (Configuration Management) of this MOU, as revised. The Industrial Benefits (IB) aspects of Depot Level Maintenance (DLM) are detailed in Section XII (Industrial Benefits) of this MOU, as revised. Logistics support for the GBR Component is a United Kingdom national responsibility.

3. Planning Assumptions.

a. Peacetime logistics staffing, planning and support is based on the CONOPS, the PE and budget decisions.

b. Within the PE, logistics staffing will be planned as prescribed in the CONOPS so as to support routine peacetime 24 hours/7 day operations.

4. Logistics Support Responsibilities.

a. COM HQ NAEW&C Force GK. COM HQ NAEW&C Force GK will have overall responsibility for logistics support directly related to MSEC and the NATO E-3A aircraft and associated systems.

b. NATO E-3A Component Commander. The NATO E-3A Component Commander will be responsible to COM HQ NAEW&C Force GK for accomplishment of maintenance, training, and supply at the MOB and the FOBs/FOL in accordance with NAEW&C programme directives. The NATO E-3A Component Commander will also be responsible for effective use and support of the FOBs/FOL and other designated NATO E-3A Component aircraft operating locations.

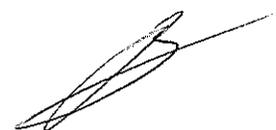
c. MSEC. The Head of MSEC is responsible for accomplishment of the mission system software maintenance and support, and the development and integration of the required changes including hardware and software, of the Mission Electronic System for the operation of the NATO E-3A aircraft. The Head of MSEC will also be responsible for the Continuous Engineering Integration Facility and Mission System Continuous Engineering Processes.

d. The NATO Support and Procurement Agency (NSPA). The NSPA will provide direct logistics support to the Force in accordance with relevant agreements. Contracting authority may be delegated by COM HQ NAEW&C Force GK to NSPA to fulfil this responsibility.

5. Maintenance.

a. NATO E-3A Organisational and Intermediate Level Maintenance. Organisational Level and Intermediate Level Maintenance will be carried out at the MOB. Maintenance at FOBs/FOL will be limited to Organisational Level, excluding mission systems, for NATO E-3A aircraft.

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- b. Depot Level Maintenance. COM HQ NAEW&C Force GK will be responsible for accomplishing DLM in accordance with NAPMO BOD policy guidance as specified in the MOA on DLM between NAPMO, NATO Support and Procurement Organisation (NSPO) (former NATO Maintenance and Supply Organisation (NAMSO)) and SHAPE, hereafter referred to as the Tri-Party MOA, dated 8 June 1989, as amended.
6. Supply.
- a. Operational Supply Support. The NATO E-3A Component will perform operational supply support at the MOB, at FOBs, FOL and at the Forward Supply Points (FSPs) at the aircraft Sources of Repair (SORs) in accordance with Force HQ directives.
- b. Depot Level Supply Support. NSPA will perform DLM supply support for DLM SORs in accordance with the DLM Contract and consistent with NAPMO BOD policy guidance as specified in the Tri-Party MOA on DLM. For provision of supply support, NSPA will comply with Force HQ and other applicable directives and regulations, as well as with the provisions of Section XII (Industrial Benefits) of this MOU, as revised.
7. Transportation. Transportation of personnel and material will be accomplished through the most appropriate means to meet the military requirements. Participants will provide, to the extent possible, national military air or surface transport by supplementing existing NSPA/Participants' transportation agreements.
8. Mutual Support and Mutual Flight Servicing. In the event that a NATO E-3A aircraft or GBR Component aircraft operates from the other's operating base, the Component being supported from the other's base will reimburse the supporting Component for expenditures incurred over and above expenditures normally incurred if only the supporting Component were present. Such extra expenses will normally be limited to expendable supplies, fuels and crew accommodation. Mutual support and mutual flight servicing of the NATO E-3A and GBR Component aircraft will be provided in accordance with separate agreements. Other support will be provided in accordance with NATO STANAG 3113 or other NATO procedures.

SECTION X – Financial Principles and Procedures

1. General Principles.
- a. The NATO Financial Regulations (NFRs) with the Financial Rules and Procedures (FRP) and the corresponding ACO Directives will govern the financial administration of the operations and support of the NATO funded elements of the Force. With the NAC approval of the Broadening of the O&S budget under PO(2016)0382 (INV) the HQ NAEW&C Force GK budget has been split into the Provision budget (Budget Code (BC) 162), for the provision of the AWACS aircraft to NATO for use (this is funded by the NAPMO Nations) and the Employment budget (BC 163) which is for the employment of the AWACS fleet in support of NATO

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which is funded by NATO nations with the UK and France providing CiK in line with existing arrangements.

b. The United Kingdom will contribute to the costs of the Force HQ with an annual lump sum amount equal to its 2015 contribution within the framework of the NAEW&C Force Command Budget, escalated for inflation.

c. All nations joining the broadened O&S arrangements will contribute to the remaining funding of the NAEW&C Force HQ and the E-3A Component in accordance with the Military Budget cost share as agreed by Council with PO(2015)0565-REV1; -AS1. Any resulting adjustment of the cost share of nations participating in the NAPMO will be handled by the NAPMO BOD.

d. Both budgetary elements of the broadened O&S arrangement will follow normal Military Budget rules and procedures with decisions made by the nations involved in the funding of the respective element (C-M(80)58(1), C-R(80)35, Item II, C-M(82)14). The NAPMO will act as Working Group of National Technical Experts to the Budget Committee for the technical screening of the Provision Element. The Employment Element will be screened by all participating nations.

2. Financial Organisation.

a. The NAPMO BOD will provide its position in respect of the Provisioning Budget (BC 162) dealing with the sustainment and modernization of the NAEW&C Force capability and will provide guidance on the Employment Budget (BC 163). This position will be conveyed to the NAEW&C Force Financial Controller.

b. The NAPMO BOD will act as the Working Group of National Technical Experts to the Budget Committee for the technical screening of the "provision" element. The BC, taking into account the NAPMO BOD position, will screen both annual budget estimates (Provision and Employment) as submitted by ACO. Subsequently the Resource Policy and Planning Board (RPPB) will recommend the BC endorsed budgets for approval by the NAC.

c. The ACO Financial Controller will exercise overall supervision concerning budgetary and financial matters (excluding the GBR Component) in accordance with the NFRs.

d. The HQ NAEW&C Force GK Financial Controller will undertake functions in accordance with the NFRs for the HQ NAEW&C Force GK budgets.

3. Budgets.

a. O&S Provision Budget (BC162). The HQ NAEW&C Force GK O&S budget on roles and functions directly associated with the provision of the NATO E-3A capability is under the control (and funding) of the Nations participating in the NATO E-3A Programme (the NAPMO Nations). The elements of this O&S Provision budget are included in Annex B, subject to the following:

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(1) Technical Airworthiness Programme Costs. Expenditure of the TAA function will be planned within the NAEW&C Force Provision budgets in the absence of any other funding source.

(2) Configuration Management Costs. Configuration Management changes to the NATO E-3A system will be funded through the appropriate NATO budget. The NAPMO Board of Directors will be informed of any changes that exceed the approved budget limitations and that may be subject to a supplement call. Changes which cannot be financed within the O&S Provision budget will be referred to SHAPE for requisite funding.

b. O&S Employment Budget (BC163). The HQ NAEW&C Force GK O&S budget responsible for all elements not specifically identified as a responsibility of the Provision Budget is included in Annex B. These include the running of the MOB/FOBs/FOL, flying operations and payment of civilian work force as the major cost drivers

c. NATO Security Investment Programme (NSIP). Funding requests for Force infrastructure facilities, which are eligible for NSIP funding, will be submitted in accordance with NATO approved criteria and standards.

4. Financial Principles.

a. National Assistance. Participants will provide all possible assistance to minimise the O&S costs of the Force.

b. Participants' Shares.

(1) Each Participant will contribute, subject to the availability of funds, and be credited for its share of the O&S Budgets for the NATO funded elements of the Force in accordance with NFRs. The portion of the overall national contributions pertaining to the above will be broken down by budget (Provision and Employment), separately accounted for and identified.

(2) In respect of the United Kingdom's financial contributions to the O&S of the Force, the United Kingdom will provide a lump sum payment into the Employment budget for its share of O&S costs for the Force HQ. As a CiK nation, the United Kingdom is not and will not be liable for costs associated with O&S of the NATO E-3A Component, including costs associated with termination in the event the Force terminates. This level of liability will apply equally if the United Kingdom decides to withdraw from the Force.

(3) Each Participant's overall contribution will be broken down by Budget Code since each budget is funded with different cost shares. The table is expressed as a percentage share of the budget cost of the NATO funded elements of the Force, broken down by Provision budget and Employment budget. The United Kingdom lump sum is taken "off the top" of the Employment budget and then the percentages are applied.

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The budget breakdown is attached as Annex C to this MOU, as revised, and the employment budget may be amended as required based on future NAC decisions regarding budget code 163.

(4) The annual budgets will not exceed a ceiling approved by the NAC in accordance with the Medium-Term Resource Proposal (MTRP).

(5) Funding requirements for SNRs / NSEs specific national support of its military personnel assigned to the Force (e.g. national administrative support and domestic facilities, such as NSE, housing and medical care) are the responsibility of the respective Participant. Exceptions will be specified in a NATO directive (e.g. flight physical examination for eligible personnel).

c. Request for Contributions and Disbursement of Funds.

(1) SHAPE will request contributions from Participants through the ACO Financial Controller.

(2) Requirements for funds to cover additional O&S costs in excess of the approved budget will be submitted by means of a supplemental budget request to the BC.

(3) If necessary, SHAPE will request the Participants to contribute extraordinary funds to cover claims subject of paragraph 5. of Section V (Legal Aspects of the Force) of this MOU, as revised.

(4) If it is necessary for the NATO funded elements of the Force to operate at a rate which exceeds the normal operational level as determined by the budgetary ceiling during periods of alert and/or emergency, SACEUR has the authority to authorise such operational levels and the necessary expenditures to sustain the required operational level until the BC can be convened and officially ratify the increased expenditure and additional budgetary requirements. Participants will share these costs as described above.

d. Military Personnel Costs. Expenditures for the provision of military personnel to the Force will be covered by the providing Participant.

SECTION XI- Configuration Management

1. Configuration Management (CM) will be accomplished for all NATO E-3A Component aircraft systems, hardware, software, simulators and peculiar support equipment, assigned to the Force. The United Kingdom will be responsible for the CM of the GBR Component aircraft.

2. Single Configuration Control Board. The Single Configuration Control Board (SCCB), managing the NATO E-3A certified baseline, will be co-chaired by the OAA and the TAA and consist of representatives from the Force HQ, the E-3A Component, and NAPMA. NSPA and other E-3A stakeholder organizations may be approved for membership

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by NAPMO. The United Kingdom will be invited as an observer. All proposed changes to the certified baseline of the NATO E-3A system, including temporary modifications, must be reviewed by the SCCB.

3. CM Authority. The Participants have established CM authorities. The TAA will have authority to approve changes to the certified baseline; including temporary modifications of the E-3A system and for related configuration controlled fielded assets. The OAA will have authority to approve changes for operations and support that do not affect the certified baseline for the fielded E-3A system and for related configuration controlled fielded assets.

a. The BOD is delegated the authority to set and promulgate the CM responsibilities and authorities. The BOD issues further amplifying guidance on behalf of the MOU Participants. This BOD guidance is attached as Annex A to this MOU, as revised, and replaces and supersedes the Memorandum of Understanding concerning Airworthiness and Configuration Management responsibilities for the NATO AEW&C E-3A Sentry Aircraft, dated 4 June 2012.

b. Changes that affect COM NAEW&C Force's ability to support NATO operational requirements will be referred to the appropriate NATO authority prior to approval, and will be referred to the NAPMO, as required.

4. Interoperability.

a. Interoperability will be maintained with other NATO systems, particularly the Air Command and Control System (ACCS). To the maximum extent possible, efforts will be made to ensure interoperability between the Force and the national systems with which the Force may interface. The United Kingdom will be responsible for the interoperability of the GBR Component Aircraft with the NATO E-3A aircraft.

b. Changes that affect NATO E-3A aircraft interoperability will be referred to the appropriate NATO authority prior to approval and will be referred to the NAPMO as required.

c. Changes which cannot be financed within the O&S budget will be referred to SHAPE for requisite funding under paragraph 5 of this Section.

5. Funding. Configuration changes to the NATO E-3A system will be funded through the appropriate NATO budget. The NAPMO will be informed of any changes that exceed the approved budget limitations and that may be subject to a supplemental call.

6. CM of NATO E-3A Aircraft NPE.

a. CM for NATO owned NPE is the responsibility of COM HQ NAEW&C Force GK unless otherwise specified in the Host Nation MOAs for the MOB, FOBs and FOL. Configuration change approval for NATO owned NPE will follow the same requirements and funding principles outlined above.

b. CM of Host Nation owned NPE, used in support of the Force, is the responsibility of the Host Nation to the extent possible.

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SECTION XII – Industrial Benefits

1. The Industrial Benefits (IB) which arise from the procurement of all goods and services from the budget (excluding the GBR Component) will be shared by those Participants contributing to the Provision budget¹² in accordance with the following principles:
 - a. Procurement of supplies and services will be on a competitive basis unless otherwise agreed.
 - b. Procurement will be limited to firms located within NAPMO Nations, taking into consideration national contribution shares and NAPMO BOD policy concerning IB.
 - c. It is in the best interests of the co-operative effort to minimise O&S costs.
2. DLM for NATO E-3A aircraft and supporting systems will be procured through a prime (main) contractor selected by the NAPMO BOD with the direct and indirect benefits arising from this industrial activity being distributed by the prime contractor to qualified subcontractors to achieve goals established by the NAPMO BOD.

SECTION XIII - Exchange of Technical Information, User Rights and Protection of Technical Information

1. Availability and Intellectual Property Rights. The availability of any Technical Information, and all Intellectual Property Rights to use such Technical Information generated by NATO funded development, acquired by, and/or otherwise provided to NATO in support of HQ NAEW&C Force GK will continue in effect for the operational life of the system, unless otherwise specified in the applicable acquisition contract, arrangement or agreement.
2. NATO Generated Technical Information.
 - a. Each Rightholder, with respect to any contract it may conclude on behalf of the Force, will ensure that any Technical Information generated by NATO funded development efforts (irrespective of kind of contract) is available at no additional cost to all other Rightholders, subject to the same rights and restrictions as the providing Rightholder would be entitled to on its own requirements.
 - b. Each Rightholder will, to the extent of its right to do so, ensure contractually that all Rightholders have the right to use and have used the Technical Information referred to in subparagraph 2.a. of this Section for the purpose of the HQ NAEW&C Force GK and for the Defence Purposes of the MOU Participants without additional payment to the contractors.

¹² The breakdown into two budgets leaves all elements currently subject to industrial benefit sharing arrangements under the responsibility of the NAPMO Nations.

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c. The MOU Participants acknowledge that NAPMO and HQ NAEW&C Force GK may hold Technical Information of programme funded technology and software developments. The MOU Participants accept that use and disclosure of programme funded technology and software may be limited for use and disclosure to the Force and NAPMO.

d. NAPMO and HQ NAEW&C Force GK will administer its Technical Information to assure its protection, efficient use and export control.

e. NAPMO and HQ NAEW&C Force GK will licence Technical Information to MOU Participants as appropriate. The use or disclosure for non-NAEW&C programme purposes or non-Defence Purposes will be subject to conditions to be agreed by the requesting Participant and NAPMO or the HQ NAEW&C Force GK.

3. Technical Information Owned by an MOU Participant.

a. MOU Participants will, to the extent of their right to do so, ensure the availability to the other Rightholders of any MOU Participant-owned Technical Information required for the operation and support of the NATO E-3A aircraft.

b. The responsible MOU Participant will, to the extent it can do so without incurring liability to a third party, ensure that the Rightholders have the right to use and have used the Technical Information referred to in subparagraph 3.a. of this Section, for operation and support purposes of the NATO E-3A aircraft, without additional payment.

4. Technical Information Owned by Industry.

a. The appropriate NATO authorities will ensure the availability to the Rightholders, of any Technical Information owned by industry to the extent that such Technical Information is required for operation, support and modification of NATO E-3A aircraft together with the right to use and have used such Technical Information for the purposes of operation, support and modification on fair and reasonable terms. This information will be made available when and as required by NATO or MOU Participants. If such information is not available, the responsible NATO authority will notify the MOU Participants promptly.

b. The responsible NATO authority will use its best efforts to require its contractors to identify:

(1) Any existing Technical Information owned or controlled by them and that might be required for operation, support and modification purposes of the NATO E-3A aircraft;

(2) Any existing or proposed obligations in respect of such Technical Information to which they are or may be subject and that might impair its availability for purposes of the NATO E-3A aircraft;

(3) Any Technical Information owned or controlled by third parties that might be required for operation, support and modification purposes of the

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NATO E-3A aircraft to the extent the contractor is or can be reasonably expected to be aware of such information.

c. The provisions of paragraph 4.b. of this Section will be included in the contracts at the time of contract award with a requirement to insert a similar provision into appropriate subcontracts.

5. General Remarks on Technical Information

a. The provisions of paragraphs 2 through 4 of this Section will apply to all contracts initiated for the operations, support, and modifications for the NATO E-3A aircraft.

b. In accordance with the NATO Agreement on the Communication of Technical Information for Defence Purposes, dated 19th October 1970, or any subsequent revision, any Technical Information furnished under this MOU, as revised, in confidence will be clearly labelled by the originating Rightholder with a restrictive legend that sets forth the nature of any confidence including the use to which such Technical Information can be put; any limitations on its use or disclosure; and the identity of the originating Rightholder. In the case of Technical Information that by its character cannot be labelled with such a restrictive legend, the recipients will provide to the originator identification of such Technical Information received accompanied by a statement acknowledging the same information that would have been included in the restrictive legend to the satisfaction of the originating Rightholder. Each Rightholder will use its best endeavours to ensure that it is not used in any manner likely to cause damage to the owner. Damages sustained by third party owners resulting from misuse of Technical Information will be compensated for by the Rightholder responsible. No Rightholder will be accountable to another Rightholder for alleged misuse of Technical Information that is not marked or identified in accordance with the provisions of this subparagraph.

c. When Technical Information is exchanged in confidence and is marked in accordance with the terms of subparagraph 5.b. of this Section, such information will be used only for the purposes for which it was provided and no disclosure to third parties will be made without the written consent of the originating Rightholder unless the same information is in or passes into the public domain, or this MOU, as revised, otherwise provides.

d. In the event of any alleged misuse of Technical Information furnished pursuant to this MOU, as revised, the Rightholder will consult through the NAPMO BOD. The NAPMO BOD will make findings of facts concerning the alleged misuse and will make recommendations to the relevant Participants concerning the alleviation of any harmful effects.

e. The results of development efforts for a joint NATO-United States standardised E-3A aircraft configuration which were funded pursuant to the Statements of Understanding (mentioned in subparagraphs 3(c), 3(d) and 3(e) of Section I of the MMOU), and any other results of NATO funded development or modification efforts for a joint NATO-United States standardised E-3A aircraft configuration may be used for any United States sponsored E-3A programme. If the

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United States industry or Government sells to third countries any E-3A related items jointly developed or modified by the United States and NATO, such sales agreement will provide for appropriate recovery of development costs to the Participants, at a rate mutually established between the United States and NAPMO.

f. The responsible Rightholder will use its best efforts to require contractors to waive all claims for licence payments for the use of Technical Information not identified under subparagraph 4.b. of this Section.

g. The MOU Participants recognise that the obligations carried out pursuant to this MOU, as revised, will be implemented in accordance with their national laws, regulations and national disclosure policy.

h. Nationals from nations joining the broadened O&S arrangements will have access to “Programme” and “Provision” Technical Information only to the extent necessary for their involvement in the “Employment” of the E-3A capability. Use and protection of “Programme” and “Provision” Technical Information will be under terms and conditions as determined by NAPMO. Access to, and protection of, and user rights in Technical Information acquired with “Employment” funds will be in accordance with the applicable limitations and restrictions of the information.

SECTION XIV – Security

1. The agreed minimum NATO standards for security set forth in C-M(2002)49 “Security Within the North Atlantic Treaty Organisation”, as amended and revised, will be applied to all aspects of the Force to ensure a common degree of protection for Classified Information.

2. The “E-3A Security Classification Guide” and applicable Programme Security Instructions, or changes thereto, will be reviewed and approved, as required by the appropriate NATO policy documents.

3. Nothing in this section is intended to change or alter existing security procedures for the handling of information between NATO and the Participants.

4. Any exchange of information in accordance with Section VII.3 that includes data that can identify or lead to the identification of an individual will be treated and processed under the rules set up by the ACO Directive 015-026, dated 17 February 2020 or its latest version.

SECTION XV – Modernization

1. Operational Requirements.

a. Operational requirements necessitating the acquisition of new systems, or the modernization of existing systems, will be developed by HQ NAEW&C Force GK. Operational requirements which can be fulfilled by modification of fielded systems do not fall within the scope of this Section and will be processed in accordance with Section XI (Configuration Management) of this MOU, as revised. Modernization of the GBR Component fleet is a United Kingdom responsibility.

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b. NAPMA, under the direction of the NAPMO BOD and in consultation with COM HQ NAEW&C Force GK, will develop the most viable technical solution(s), acquisition strategies (including lifecycle logistics support) and funding arrangements to meet the operational requirements. Final proposals will be coordinated with the SCs and COM HQ NAEW&C Force GK, and the BC will be notified of the estimated Life Cycle Costs (LCC) prior to NAPMO BOD approval of a modernization project or programme.

2. Systems Acquisition.

a. NAPMA will act as the Programme Manager for systems modernization and/or acquisition, responsible for the effective and efficient implementation of NAPMO BOD approved modernization projects or programmes up to and including the point of handover to COM HQ NAEW&C Force GK.

b. In order to minimise programme costs, where possible and appropriate in light of operational tasking and the availability of suitably qualified personnel, COM HQ NAEW&C Force GK will provide assistance in the form of aircraft, equipment and personnel to the maximum extent possible for the development, test and evaluation, production and retrofit phases of modernization programmes. Wherever possible, Participants will make available facilities such as proving grounds, test ranges, laboratories, operating bases, supporting aircraft/ships, maintenance and supply support, and provide government services for the execution of modernization projects or programmes. Terms and Conditions for facilities or services provided will be the subject of separate agreements.

c. NAPMA, in co-ordination with COM HQ NAEW&C Force GK, will arrange for the provision of initial logistics support and training for modernized systems, including the provision of initial spares. The NAPMO will establish DLM or interim DLM capabilities for newly fielded modernized systems.

d. Costs associated with the implementation of modernization programmes will be borne by the MOU Participants through acquisition budgets. However, certain costs may be funded by the O&S budget based on a transparent cost share matrix agreed between NAPMA and HQ NAEW&C Force GK, which will be defined early in the programme in accordance with principles defined by the NAPMO BOD and the BC.

3. Transition of Responsibilities. COM HQ NAEW&C Force GK and NAPMA will develop Transition Agreements to ensure the effective handover of responsibilities for modernized systems. Each Transition Agreement will reflect the effective date of transfer of responsibility for modernized systems and their support and will include an agreed list of residual tasks to be carried out to complete the modernization. On completion of modernization projects or programmes, NAPMA will update configuration baselines to reflect implemented changes.



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Section XVI – Resolution of Disputes

Any dispute regarding the interpretation or application of this MOU, as revised, will be resolved only by consultation between the Participants.

SECTION XVII – General Provisions

1. Admission of Additional Participants to this MOU, as revised.

- a. Participation in support of the Force is open to any member of the North Atlantic Alliance, subject to its acceptance of reasonable and equitable conditions to be established by the Participants. Applications to participate in this MOU, as revised, may be made at any time. Each application will be considered by the NAPMO BOD.
- b. The financial contribution of each joining nation will, in general, be consistent with the cost sharing principles and the formula stated in Section X (Financial Principles and Procedures) of this MOU, as revised. The proposed contribution will be subject to consideration and negotiation by the NAPMO BOD.
- c. At the time of application for membership by an additional nation, the NAPMO BOD will consider the best utilization of the new contribution, whether by improvements to meet NATO requirements better or by alleviating the financial burden of prior MOU Participants.
- d. Admission will be effected by a supplement to this MOU, as revised, to be signed by all MOU Participants and the joining nation.
- e. Admission will be effective from the date of last signature of the supplement to this MOU, as revised, unless otherwise agreed by the MOU Participants.

2. Withdrawal of MOU Participants from O&S Participation and Termination of this MOU, as revised.

- a. In the event any MOU Participant considers it necessary to withdraw from this MOU, as revised, it will notify the other MOU Participants promptly and the matter will be subject to immediate consultation among the MOU Participants to enable them to evaluate fully and determine the consequences. A minimum period of 180 days will be provided for consultation.
- b. If, after consultation, this MOU Participant still considers it necessary to withdraw, the following procedures will apply:
 - (1) The withdrawing MOU Participant will notify the other MOU Participants in writing of its decision to withdraw. The withdrawal will only take effect on the first of January of the second year following the notification.
 - (2) The withdrawing MOU Participant will meet in full all its commitments up to the effective date of withdrawal.

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- (3) Additionally, the withdrawing MOU Participant will pay all costs that would not otherwise have been incurred but for the decision to withdraw. In no case will the withdrawing MOU Participant's total financial obligation for post-withdrawal costs exceed its initially agreed commitment.
- c. If, on the withdrawal of any MOU Participant the remaining MOU Participants decide that they are unable to sustain the objectives of the Force and that the co-operative effort must terminate prematurely, all MOU Participants, including the original withdrawing MOU Participant, will share all costs of running down each element of the Force including both normal and special termination costs in the same proportions as they had contributed to the O&S budgets for that element. Any assets flowing from the disposal of the Force property however will be shared amongst the MOU Participants according to applicable NATO procedures.
- d. A withdrawing MOU Participant will continue to safeguard classified information and material as well as all Technical Information provided in accordance with Section XIII (Exchange of Technical Information, User Rights, and Protection of Technical Information) and Section XIV (Security) of this MOU, as revised. Furthermore, that MOU Participant will use its good offices to ensure that work entrusted under contract or sub-contract to its national industries will continue from the date of withdrawal, if so desired, and paid for by the other MOU Participants.
- e. A withdrawing MOU Participant will additionally have continuing rights to use Technical Information, inventions and material resulting from the acquisition/operation of the system up to the date of its withdrawal or termination of the co-operative effort, whichever is the earlier, subject to the provisions of this MOU, as revised.
- f. A withdrawing MOU Participant will retain the right of protection by the other MOU Participants of all Technical Information or material contributed by it to the system.
- g. In respect of the United Kingdom's financial contributions to the O&S of the Force, the United Kingdom is liable only for its fixed share of O&S for the Force HQ. As a CiK Participant, the United Kingdom is not liable and will not be liable under any circumstances for costs associated with O&S of the NATO E-3A Component, including costs associated with termination in the event the Force terminates. This level of liability will apply equally if the United Kingdom decides to withdraw from the Force.
- h. Notwithstanding the withdrawal of any MOU Participant or termination or expiration of this MOU, as revised, the commitments in paragraph 5 of Section V (Legal Aspects of the Force), paragraph 3 of Section VII (Operations), Section XVI (Resolution of Disputes), and paragraphs 3. and 4. of this Section will continue.
- i. If an MOU Participant is approved for a CiK to the Programme, guidance from the NAC will be sought and this MOU, as revised, will be amended accordingly, including inter alia the cost sharing formula in Section X (Financial Principles and Procedures) of this MOU, as revised.

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3. Sales and Transfers to Non-MOU Participants. Except as provided in subparagraph 5.d. of Section XIII (Exchange of Technical Information, User Rights, and Protection of Technical Information), of this MOU, as revised, no Rightholder may transfer rights in, transfer possession of, disclose information pursuant to or sell to Non-MOU Participants or other third parties any item developed within this NATO E-3A co-operative effort, except with the express authorisation of, and under the conditions specified by, the NAPMO BOD. Whenever items specifically developed under NATO funded contracts are authorised for sale to third parties, or Technical Information generated by NATO funded efforts is authorised for licence to third parties, the sales agreement or licence will provide for appropriate recovery of development costs to the MOU Participants unless such recovery is waived by the NAPMO BOD.
4. Amendment Provisions. Changes and amendments to the contents of this MOU, as revised, will be decided upon unanimously by the MOU Participants.
5. Precedence.
 - a. For those O&S matters related to the Force addressed in both this MOU, as revised, and the MMOU, this MOU, as revised, has precedence over the MMOU. In the event of a conflict between a provision of this MOU, as revised, and a provision in other documents related to the support of the Force, this MOU, as revised, will take precedence unless the NAC decides otherwise.
 - b. To the extent feasible, this MOU, as revised, has been harmonized with PO(2016)0382, Modalities for Broadening NAEW&C Participation. However, to the extent there are inconsistencies, they will be resolved in favour of PO(2016)0382.
6. Effective Date and Duration. This MOU, as revised, will become effective on the date of the last signature of the MOU Participants, or upon the date of notification that the last MOU Participant has provided notification to the other MOU Participants that it has completed those internal procedures necessary for entry into effect of this MOU, as revised, whichever is later. All arrangements made in this MOU, as revised, will continue in effect until the MOU is revised, or the Force is dissolved by unanimous decision of the MOU Participants. The provisions for exchange of Technical Information and security, however, will continue in effect after termination.
7. Language, Copies and Signature.
 - a. The working language for the Force is English.
 - b. One original version of this MOU, as revised, will be signed in the English language only. SHAPE will hold the original centrally, a copy of which will be provided to each MOU Participant. Translation of this MOU, as revised, into an MOU Participant's language, if required, is the responsibility of the MOU Participant.

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2nd REVISION OF THE MEMORANDUM OF UNDERSTANDING
FOR OPERATIONS AND SUPPORT OF THE
NATO AIRBORNE EARLY WARNING AND CONTROL FORCE

For the Government of the Kingdom of Belgium:



Frédéric GOETYNCK, Ir
Lieutenant General
Aide-de-Camp to the King
Director general Material Resources
National Armament Director

For the Government of the Czech Republic:

For the Ministry of Defence of the Kingdom of Denmark:

For the Federal Ministry of Defence of the Federal Republic of Germany:

For the Government of the Hellenic Republic:

For the Ministry of Defence of Hungary:

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**2nd REVISION OF THE MEMORANDUM OF UNDERSTANDING
FOR OPERATIONS AND SUPPORT OF THE
NATO AIRBORNE EARLY WARNING AND CONTROL FORCE**

For the Government of the Kingdom of Belgium:

For the Government of the Czech Republic:

For the Ministry of Defence of the Kingdom of Denmark:



Klaus Holtum Qvist

Colonel

Chief of Air and Space Capabilities

Defence Acquisition and Logistics Organisation (DALO)

6/6-2023

For the Federal Ministry of Defence of the Federal Republic of Germany:

For the Government of the Hellenic Republic:

For the Ministry of Defence of Hungary:

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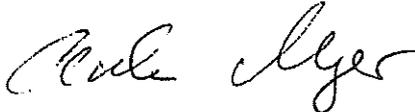
2nd REVISION OF THE MEMORANDUM OF UNDERSTANDING
FOR OPERATIONS AND SUPPORT OF THE
NATO AIRBORNE EARLY WARNING AND CONTROL FORCE

For the Government of the Kingdom of Belgium:

For the Government of the Czech Republic:

For the Ministry of Defence of the Kingdom of Denmark:

For the Federal Ministry of Defence of the Federal Republic of Germany:

 , 25.10.2023
(Anke Meyer, DEU BoD member)

For the Government of the Hellenic Republic:

For the Ministry of Defence of Hungary:



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2nd REVISION OF THE MEMORANDUM OF UNDERSTANDING
FOR OPERATIONS AND SUPPORT OF THE
NATO AIRBORNE EARLY WARNING AND CONTROL FORCE

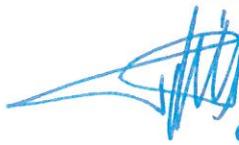
For the Government of the Kingdom of Belgium:

For the Government of the Czech Republic:

For the Ministry of Defence of the Kingdom of Denmark:

For the Federal Ministry of Defence of the Federal Republic of Germany:

For the Government of the Hellenic Republic:

 19 June 2023
COL (HAF) Panagiotis Arvanoglou
Director HAFGS/C4

For the Ministry of Defence of Hungary:



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2nd REVISION OF THE MEMORANDUM OF UNDERSTANDING
FOR OPERATIONS AND SUPPORT OF THE
NATO AIRBORNE EARLY WARNING AND CONTROL FORCE

For the Government of the Kingdom of Belgium:

For the Government of the Czech Republic:

For the Ministry of Defence of the Kingdom of Denmark:

For the Federal Ministry of Defence of the Federal Republic of Germany:

For the Government of the Hellenic Republic:

For the Ministry of Defence of Hungary:



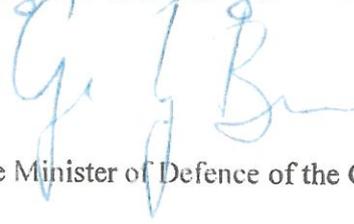
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NATO UNCLASSIFIED

For the Ministry of Defence of the Italian Republic:

Brig. Gen. Igor BRUNI



04 July 2023

For the Minister of Defence of the Grand Duchy of Luxembourg:

For the Government of the Kingdom of The Netherlands:

For the Ministry of Defence of the Kingdom of Norway:

For the Government of the Republic of Poland:

For the Government of Portugal:

For the Ministry of National Defence of Romania:



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For the Ministry of Defence of the Italian Republic:

For the Minister of Defence of the Grand Duchy of Luxembourg:

27 JUIN 2023



Pour le Ministre de la Défense,

Nina GARCIA
Premier Conseiller de Gouvernement

For the Government of the Kingdom of The Netherlands:

For the Ministry of Defence of the Kingdom of Norway:

For the Government of the Republic of Poland:

For the Government of Portugal:

For the Ministry of National Defence of Romania:



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For the Ministry of Defence of the Italian Republic:

For the Minister of Defence of the Grand Duchy of Luxembourg:

For the Government of the Kingdom of The Netherlands:

R.F. DE JONG

21.06.23

For the Ministry of Defence of the Kingdom of Norway:

For the Government of the Republic of Poland:

For the Government of Portugal:

For the Ministry of National Defence of Romania:



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For the Ministry of Defence of the Italian Republic:

For the Minister of Defence of the Grand Duchy of Luxembourg:

For the Government of the Kingdom of The Netherlands:

Morten Tiller 30 AUG 2023, OSLO NORWAY
For the Ministry of Defence of the Kingdom of Norway:
NATIONAL ARMAMENTS DIRECTOR MORTEN TILLER

For the Government of the Republic of Poland:

For the Government of Portugal:

For the Ministry of National Defence of Romania:

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For the Ministry of Defence of the Italian Republic:

For the Minister of Defence of the Grand Duchy of Luxembourg:

For the Government of the Kingdom of The Netherlands:

For the Ministry of Defence of the Kingdom of Norway:

For the Government of the Republic of Poland:

SZEF
ZARZĄDU PLANOWANIA OPERACYJNEGO P3

gen. bryg. Miroslaw POLAKOW

For the Government of Portugal:

For the Ministry of National Defence of Romania:



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For the Ministry of Defence of the Italian Republic:

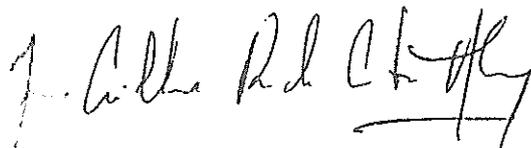
For the Minister of Defence of the Grand Duchy of Luxembourg:

For the Government of the Kingdom of The Netherlands:

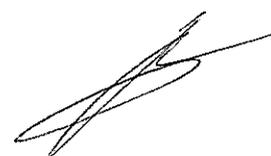
For the Ministry of Defence of the Kingdom of Norway:

For the Government of the Republic of Poland:

For the Government of Portugal:

A handwritten signature in black ink, appearing to read 'António Costa', with a horizontal line underneath the name.

For the Ministry of National Defence of Romania:

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

For the Ministry of Defence of the Italian Republic:

For the Government of the Grand Duchy of Luxembourg:

For the Government of the Kingdom of The Netherlands:

For the Ministry of Defence of the Kingdom of Norway:

For the Government of the Republic of Poland:

For the Government of Portugal:

For the Ministry of National Defence of Romania:

ANGEL TILVÄR

MINISTER OF NATIONAL DEFENCE

Date: 14.06.2023

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For the Ministry of Defence of the Kingdom of Spain:

By delegation of the Minister of Defence, B.G. Miguel A. Orduña Rodríguez, Spanish Chief of NAEW&C Programme:



For the Government of the Republic of Türkiye:

For the Government of the United Kingdom:

For the Government of the United States of America:

A handwritten signature in blue ink, located in the bottom right corner of the page.

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For the Ministry of Defence of the Kingdom of Spain:

For the Government of the Republic of Türkiye:

Ambassador Zeki Levent Gümrukcu
Permanent Representative of
the Republic of Türkiye

A handwritten signature in blue ink is written over a circular official seal. The seal contains the text 'T.C. DİŞİŞLERİ BAKANLIĞI' and 'T.C. ULUSLARARASI SAVUNMA BAKANLIĞI' around the perimeter, with a central emblem.

For the Government of the United Kingdom:

For the Government of the United States of America:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.

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For the Ministry of Defence of the Kingdom of Spain:

For the Government of the Republic of Türkiye:

For the Government of the United Kingdom:



MR G W J D EASTMAN

MBE

14 DEC 2023

For the Government of the United States of America:



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For the Ministry of Defence of the Kingdom of Spain:

For the Government of the Republic of Türkiye:

For the Government of the United Kingdom:

For the Government of the United States of America:



26 September 2023

**STEVEN A. RUEHL, SR., SES, DAF
Director of Policy and Programs
Deputy Under Secretary of the Air Force
International Affairs**

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**Airworthiness and Configuration Management Responsibilities
for the NATO AEW & C E-3A Sentry Aircraft**

SECTION I - PURPOSE

The purposes of this Annex are to:

- 1.1 Specify the responsibilities and authorities for airworthiness process for the NATO E-3A system including an Operational Airworthiness Authority (OAA), a Technical Airworthiness Authority (TAA), and an Airworthiness Review Board (ARB) for the NATO E-3A aircraft fleet; and
- 1.2. Specify the responsibilities and authorities to maintain Configuration Management for the NATO E-3A aircraft fleet and related assets.

SECTION II -AIRWORTHINESS REVIEW BOARD (ARB)

2.1 An Airworthiness Review Board (ARB) is established to assist the NAPMO Nations on airworthiness matters related to the NATO E-3A fleet. The Terms of Reference for the ARB, including membership, will be developed jointly by the OAA and TAA for NAPMO BOD approval. The ARB responsibilities include:

- 2.1.1 Conducting an annual review of the airworthiness programmes and procedures established by the OAA and TAA and reporting to the NAPMO BOD on its observations and concerns.
- 2.1.2. Providing independent advice to the NAPMO BOD regarding the information provided semi-annually by the OAA and TAA as mentioned in SECTION III, paragraphs 3.1.1.f and 3.2.1.g.

SECTION III – NE-3A AIRWORTHINESS RESPONSIBILITIES

3.1 Responsibilities of the Force Commander:

- 3.1.1. The Force Commander is the Operational Airworthiness Authority (OAA) for the NATO E-3A aircraft fleet. Consistent with the O&S MOU, as revised, the OAA is responsible for:
 - a) Developing and implementing the NATO E-3A operational airworthiness programme and procedures;
 - b) Approving waivers and exemptions to applicable NATO E-3A operational airworthiness criteria as defined in implementing documents;
 - c) Certifying the operational airworthiness of the NATO E-3A capability;

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- d) Ensuring Maintenance and operation the NATO E-3A fleet and related assets are in accordance with the certified baseline (continuing airworthiness);
- e) Supporting the TAA in the implementation of technical airworthiness procedures and criteria; and
- f) Keeping the NAPMA GM or his delegated representative informed on all common airworthiness issues by exchanging information concerning the NATO E-3A fleet in their respective area of responsibility; and informing the NAPMO BOD on a semi-annual basis of the operational airworthiness of the NATO E-3A aircraft fleet, using such reports, data, summaries, or other information which best describe OAA status and issues.

3.2. Responsibilities of the NAPMA General Manager:

3.2.1 The Technical Airworthiness Authority (TAA) is the NAPMA General Manager, supported by the NAPMA Chief Engineer. The TAA is responsible for:

- a) Developing and implementing the NATO E-3A technical airworthiness programme and procedures, including the relevant Modification Management and Operational, Safety, Suitability and Effectiveness (OSS&E) processes;
- b) Approving technical airworthiness certification and recertification documentation;
- c) Approving waivers and exemptions to applicable criteria within Mil-HDBK-516, Airworthiness Certification Criteria;
- d) Certifying technical airworthiness;
- e) Controlling the certified baseline for technical airworthiness in accordance with relevant Modification Management and OSS&E processes;
- f) Supporting the OAA in the implementation of operational airworthiness procedures and criteria; and
- g) Keeping the Force Commander or his delegated representative informed on all common airworthiness issues by exchanging information concerning the NATO E-3A fleet in their respective area of responsibility; and informing the NAPMO BOD on a semi-annual basis of the technical airworthiness of the NATO E-3A aircraft fleet, using such reports, data, summaries, or other information which best describe TAA status and issues.

SECTION IV – NE-3A CONFIGURATION MANAGEMENT RESPONSIBILITIES

4.1 The Participants to the O&S MOU, as revised, established the Force Commander as the Configuration Management Authority (CMA) for the NATO E-3A fielded aircraft and for related support equipment. These functions were managed by the NATO E-3A Configuration Control Board (NCCB), chaired by the Force Commander, or his delegated representative.

4.2. Consistent with the Acquisition Agreement, MMOU, as amended, and O&S MOU, as revised, the NAPMO Nations established NAPMA as the responsible organization during systems modernization for Configuration Management of the affected systems in accordance with NAPMO BOD policy guidance. This responsibility was exercised through the NAPMA Configuration Control Board (CCB), chaired by the NAPMA General Manager, or his delegated representative.



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4.3 NAPMO and SHAPE agreed in the Memorandum of Understanding concerning Airworthiness and Configuration Management responsibilities for the NATO AEW&C E-3A Sentry Aircraft, dated 4 June 2012, to merge together the NATO E-3A Configuration Control Board (NCCB) and the NAPMA Configuration Control Board (CCB) into a Single Configuration Control Board (SCCB), managing the NATO E-3A certified configuration baseline. The SCCB will be co-chaired by the OAA and the TAA and consist of representatives from Force HQ, the E-3A Component, and NAPMA. NSPA, and other NATO E-3A stakeholder organizations may be approved for membership by NAPMO. All proposed changes to the certified configuration baseline of the NATO E-3A system, including temporary modifications, must be reviewed by the SCCB.

4.3.1 For purposes of this Annex, the certified configuration baseline of the NATO E-3A system is understood to mean:

- a) For software items, the configuration that is documented in a Version Description Document for each software configuration item; and
- b) For hardware items, including those with embedded firmware, the configuration that is documented by the AWACS Modification and Integration Program (AMIP), and defined in the NATO E-3A Certification Configuration Baseline Document D204N-14772-XX. This document defines the aircraft baseline (to include mission system modifications) that the certified NATO E-3A Tailored Airworthiness Certification Criteria (TACC) document currently reflects, including the basic aircraft (drawings and wiring baseline), Time Compliance Technical Orders (TCTOs) installed on the fleet since the last full NATO E-3A top drawing release, and other identifiers of programs/items which have altered the configuration of the NATO E-3A aircraft to its current approved configuration, taking into account the top part number, all indented part numbers, and their associated documentation/drawings. Any configuration changes thereafter will be certified separately and included in the configuration baselines for subsequent airworthiness certification criteria and associated documentation.

4.4 In accordance with the O&S MOU, as revised, interoperability will be maintained with other NATO systems, particularly the Air Command and Control System (ACCS). To the maximum extent possible, efforts will be made to ensure interoperability between the Force and the national systems with which the Force may interface.

4.5 The TAA has authority to approve changes to the certified configuration baseline, including temporary modifications of the NATO E-3A system and for related configuration controlled fielded assets. The OAA has authority to approve changes for operations and support as defined in the implementing documents that do not affect the certified configuration baseline for the fielded NATO E-3A system and for related configuration controlled fielded assets.

4.5.1 When there is a compelling operational need to employ an NATO E-3A aircraft for which it is infeasible or impractical to comply with the certified configuration baseline, the Force Commander may issue a special flight release after consultation with the TAA to

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ensure technical risks are understood. Special flight releases enable operation of specific aircraft if operational risk is documented and accepted by the Force Commander and monitored by the OAA.

4.5.2 Changes that affect NATO E-3A interoperability will be referred to the appropriate NATO authority prior to approval, and will be referred to the NAPMO BOD as required.

4.5.3 Changes that affect the Force Commander's ability to support the Strategic Commanders' requirements or Concept of Operations will be referred to SHAPE.



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ANNEX B¹³

Provision Elements

Contract management by IAMCO¹⁴
Mission Support NATO International Civilians
Material shipment (for NAPMO Nations items only)
Provision/development of Technical Documentation related to modernisation efforts
Future developments/enhancements/modifications to Mission Software
Sustainment/support of current Mission Software & related training
Technical Airworthiness Authority (TAA)

Modernisations cost share matrix scheduled & unscheduled maintenance test flights

E-3A Depot Level Maintenance (DLM) (airframe, fixed cost, ASIP, engines, radomes, etc.) systems)
Source of Repair (SOR) Aircraft Support (test equipment and systems)
DLM Source of Repair (SOR) related cost
Future developments/enhancements/modifications to Airframes and Simulators;
Continuous Engineering
Component Repair
Fleet Services, transient aircraft servicing and aircraft washes
Future developments/enhancements/modifications to the Mission System

Admin Support for personnel employed under “Provision”

A/C related Technical Support like Technical Coordination Programme USAF (TCP), European Based Sustainment Engineering Capability (ESEC), International Engine Management Programme (IEMP)

Employment Elements

Contract management by NSPA
All NATO International Civilians (except Mission Support staff)
NAEW transportation service
Maintenance and distribution of Technical Documentation
(Technical Orders, Flight Publications, Interactive Technical Documentation)
Training for (non-mission) support software and systems
Support to (non-mission) support software and systems
Operational Airworthiness Authority (OAA)

Operational costs (aviation fuel, aircraft liquids, medicals, etc)

¹³ Per PO(2016)0382 (INV)

¹⁴ International Aerospace Management Company under the current MG2012 contract; by a prime (main) contractor selected by the NAPMO BoD for any follow-on activity.

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Exercise support
Aircrew Training
Air to Air refueling training

Organisational & Intermediate Maintenance/spares/support/recovery
 Organisational & Intermediate Aircraft Support (test equipment and systems) – not Depot Level Maintenance
Flight & Mission simulation (maintenance and contractor support)

Component Repair (as from 2022)
Fleet Services, transient aircraft servicing and aircraft washes (as from 2022)
PILS¹⁵ Logistical System Maintenance and Operations

HQs functions
Temporary admin personnel
General Support Personnel (LWRs)
Direct Airfield Support (Ground radars, Tower, Firefighting, etc.)
Base Operating Support cost
Airfield/OPS facilities support
Vehicles
OPS support training
Force Protection
Material Handling Equipment/miscellaneous Logistics Support (including Aircraft Ground Equipment)
Administrative Support (e.g. printing, office supplies, duty travel)
Precision Measurement Equipment Laboratory (PMEL)

¹⁵ Programme Integrated Logistics System



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ANNEX C
Provision and Employment Budgets Table

COUNTRY	NAEW&C FORCE PROVISION BUDGET (@16)	NAEW&C FORCE EMPLOYMENT BUDGET (@28+2)
ALBANIA		0.0837
BELGIUM	3.3605	3.0709
BULGARIA		0.3260
CANADA		6.6027
CROATIA		0.2891
CZECH REP	1.3385	1.2232
DENMARK	1.9852	1.8142
ESTONIA		0.1083
FRANCE		(**)
GERMANY	27.9145	25.5091
GREECE	0.6141	0.5612
HUNGARY	0.8965	0.8192
ICELAND		0.0519
ITALY	7.2076	6.5865
LATVIA		0.1489
LITHUANIA		0.2278
LUXEMBOURG	0.1071	0.0978
MONTENEGRO		0.0270
NETHERLANDS	3.7184	3.3979
NORTH MACEDONIA		0.0721
NORWAY	1.4479	1.3231
POLAND	3.1901	2.9152
PORTUGAL	0.6915	0.6320
ROMANIA	1.6746	1.5303
SLOVAKIA		0.4677
SLOVENIA		0.2119
SPAIN	3.5985	3.2884
TÜRKİYE	1.0547	0.9638
UNITED KINGDOM		(**)(*)
UNITED STATES	41.2003	37.6501
TOTAL	100	100

(*) The United Kingdom will contribute for its share of the costs of the Force HQ with an annual lump sum amount equal to its 2015 contribution within the framework of the NAEW&C Force Command Budget. Lump sum amount to be adjusted annually in accordance with the inflation figure agreed for Germany in the Budget Committee annual budget guidance. The remaining nations then pay according to the shares listed above.

(**) In accordance with PO(2012)0050 Nation will continue contributions in kind along current lines.”

LIST OF SIGNATURES - 2nd Revision O&S MOU
STATUS AS OF 19 August 2025

NAPMO Nation	Date
For the Government of the Kingdom of Belgium: F. Goetyncq, Lt Gen Aide-de-Camp to the King, Director General Material Resources National Armament Director	18 October 2023
For the Government of the Czech Republic: Brig. Gen. Ing. Jaroslav Mika	23 June 2023
For the Ministry of Defence of the Kingdom of Denmark: Colonel Klaus Holtum Qvist, Chief of Air and Space Capabilities, DALO	6 June 2023
For the Federal Ministry of Defence of The Federal Republic of Germany Ms. A. Meyer, DEU Member of the NAPMO Board of Directors	25 October 2023
For the Government of the Hellenic Republic: Col (HAF) Panagiotis Akinosoglou, Hellenic Air Force General Staff, Director Electronics Directorate (C4)	19 June 2023
For the Ministry of Defence of Hungary: Brig Gen Koller, Hungarian Air Chief	26 October 2023
For the Ministry of Defence of the Italian Republic: Brig Gen Igor Bruni	4 July 2023
For the Minister of Defence of the Grand Duchy of Luxembourg: Ninia Garcia, Premier Conseiller de Gouvernement	27 June 2023
For the Government of the Kingdom of the Netherlands: R.F. de Jong, NLD NAPMO Board Member	21 June 2023
For the Ministry of Defence of the Kingdom of Norway: Morten Tiller, National Armaments Director	30 August 2023
For the Government of the Republic of Poland: BGen M. Polakow, Head of the Operational Planning Department – P3 of the General Staff of the Polish Armed Forces of the Republic of Poland	25 July 2025
For the Government of Portugal: Air Chief Portuguese Ministry of Defense	3 November 2023
For the Ministry of National Defence of Romania: Angel Tilvar, Minister of National Defence	14 June 2023
For the Ministry of Defence of the Kingdom of Spain: BG Miguel A. Orduna Rodriguez Spanish Chief of NAEW&C Programme	22 September 2023
For the Government of the Republic of Türkiye: Ambassador Zeki Levent Gümrükçü	17 November 2023
For the Government of the United Kingdom Maj Gen D.J. Eastman, Assistant Chief of Defence Staff (Capability & Force Design)	4 December 2024
For the Government of the United States of America : Steven A. Ruehl Director of Policy and Programs, Deputy Under Secretary of the Air Force International Affairs	26 September 2023



