



COUNTER IMPROVISED
EXPLOSIVE DEVICES
CENTRE of EXCELLENCE



**COOPERATION FRAMEWORK AGREEMENT BETWEEN THE COUNTER
IMPROVISED EXPLOSIVE DEVICES CENTRE OF EXCELLENCE (C-IED CoE) AND
THE EUROPEAN DEFENCE AGENCY (EDA)**

The Counter Improvised Explosive Devices Centre of Excellence (hereinafter referred to as the **C-IED CoE**) with registered office in Crta.M-618 (Colmenar Viejo-Torrelodones), Km.14; Hoyo de Manzanares - 28.240 (Madrid, Spain), with Tax Code: N-9211003-J and represented by its Director, Colonel (Spanish Army), Mr. José Zamorano González, appointed by Ministerial Order 431/9873/13 dated July the 10th (B.O.D.139/13),

and the European Defence Agency (hereinafter referred to as the **EDA**) with registered office in Rue des Drapiers 17-23 B-1050; Brussels - Belgium, duly represented by M. Rini Goos, Deputy Chief Executive,

both Organisations mutually recognise each other the legal capacity required to enter effectively into this Framework Cooperation Agreement (hereinafter, the "Agreement"), to be bound by the following Clauses and

EXPOSE

1. That the COE C-IED is an International Military Organization that provides subject matter expertise in order to support the Alliance, its Partners and the International Community in the fight against IED and co-operate to increase the security of Allied Nations and troops deployed in areas of operations, reducing or eliminating the threats from IED's (Improvised Explosive Devices) used or for use in particular by terrorists.
2. By virtue of the Action Sheet PO (2010) 0156-AS1 dated the 17th November 2010, on 16th November 2010, under procedure of silence, the NAC (North Atlantic Council) approved the accreditation of the C-IED CoE as a NATO CoE as its activation as an IMO (International Military Organisation).
3. Pursuant to Council Decision 2011/411/CFSP of 12 July 2011 defining the statute, seat and operational rules of the EDA and repealing Joint Action 2004/551/CFSP, the mission of the EDA is *"to support the Council and the Member States in their effort to improve the European Union's defence capabilities in the field of crisis management and to sustain the CSDP as it stands now and develops in the future."*



4. For the EDA, supporting the development of defence capabilities within the framework of the European Union's Common Security and Defence Policy, and working against IED's, is a key effort which should be supported by broad cooperation between all different actors. Countering IED's being one of the top priorities for its Member States, the EDA will provide as much support as possible to the projects and activities stated in the C-IED CoE PoW.
5. According to the above, both Organisations (the C-IED CoE and the EDA) agree on cooperating in mutual support at meetings, conferences and with the development of concepts and doctrines, enabling the cooperation in C-IED capability development projects, activities and programs, including the participation in joint projects.
6. On 22nd February 2013, the EDA and the CoE have proceeded to an exchange of letters to agree on the exchange of information on future plans and outcomes of relevant activities and on to identify mutually beneficial activities that would support Member Nations in developing their C-IED capabilities.
7. In order to set forth a framework agreement covering the terms and conditions of any future specific contracts and cooperation projects and activities under the Exchange of Letters, the following Cooperation Framework Agreement is hereby concluded under the following terms and conditions:

CLAUSES

1. OBJECTIVE OF THE COOPERATION FRAMEWORK AGREEMENT

The objective of this Framework Agreement is to establish the terms and conditions for the cooperation between the C-IED CoE and the EDA regarding future activities and projects to support Nations in the fight against IED's in line with the C-IED CoE mission through its PoW (Program of Work) approval agreed by the CoE Sponsoring Nations.

This effective liaison will formalise the relationship and enhance multinational cooperation against the IED's threat.

2. METHODS OF COOPERATION

It is agreed between the Parties that any future to specified projects and activities, as well as possible financial support by EDA, should be established individually on a case by case basis whereby the definition and organisation of feasible lines of action will be governed by the terms and conditions of this Cooperation Framework Agreement and implemented through specific agreements/contracts.

Some areas of common interest for the cooperation between the C-IED CoE and the EDA for projects development within this Cooperation Agreement will include:



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- 1) Direct assistance in C-IED capability development.
- 2) Execution of research and development projects, programmes and activities to be carried out at the C-IED CoE facilities and/or at the EDA ones.
- 3) C-IED related assessments concerning potential Areas of Operations and adversary capabilities.
- 4) Assistance with coordinating C-IED training, including within the Pooling and Sharing initiative on C-IED training.
- 5) Provision of appropriate briefings and training programmes.
- 6) As many other projects and activities that could be considered of interest for both Organisations within the possibilities of them and than could be defined during this Framework Agreement duration.

3. CONTENT OF SPECIFIC CONTRACTS/AGREEMENTS

Each project, activity and action programme within the scope of this Framework Agreement will be the cause of a specific contract/agreement that should contain, among other aspects, the following:

- 1) Definition of the object of the project and activity;
- 2) Description of a work plan, including the different steps to follow and the development stages;
- 3) Total budget, material and human resources required by the project, specifying the amount invested by each organisation;
- 4) Regulations for the coordination, execution and follow-up of the project;
- 5) Names of the persons, one on behalf of each organisation, jointly appointed as the PoC (Point of Contact) and the OPR (Officer Project Responsible) for each contract/agreement;
- 6) Confidentiality and communications of results;
- 7) Information treatment, if different from the Cooperation Framework Agreement;
- 8) Regulations concerning the ownership of the results obtained.

4. INDEPENDENCE OF THE C-IED CoE AND THE EDA

The relationship between both Organisations derived from this Framework Agreement and from every specific contract, is a relationship between independent Parties which understand that this Agreement and every specific contract/agreement do not create employment, company, agency or franchise relationship of any kind, whether *de facto* or *de jure*, between both Parties. Neither Organisation may act or manifest themselves before third Parties as if this were the case.



5. REGULATIONS

All specific cooperation activities arising from this Framework Agreement will comply with the regulations set by the C-IED CoE and the EDA according to the specific contracts/agreements and taking into consideration the nature of the cooperation and the location where the work will take place.

6. COORDINATION AND COMMUNICATION BETWEEN THE C-IED AND THE EDA

6.1 Coordination

For the purposes of carrying out all the tasks and services set down in the specific contracts/agreements arising from this Framework Agreement that require communication and information exchange between both Organisations, the C-IED CoE and the EDA shall designate each one their own coordinators who shall oversee the correct performance of the services to be provided and shall coordinate and direct their respective employees in order to achieve the maximum performance of the provision of the services engaged. The C-IED CoE and the EDA members, shall communicate through those Coordinators.

The Organisations shall be responsible for guaranteeing the maximum efficacy and stability of their respective coordinators.

6.2 Communications

All communications between the C-IED CoE and the EDA regarding the specific contracts/agreements arising from this Framework Agreement, should be in writing, whether by post, fax or e-mail and sent to the addresses stipulated in the specific contracts/agreements. Communications made by letter with acknowledgement of receipt and those made by telegram, fax or e-mail where their delivery can be demonstrated, shall be considered duly delivered and received.

Any changes in the addresses should be communicated to the other Party in writing within a minimum of ten (10) working days.

7. PERSONNEL

For the correct and satisfactory provision of the Services, both Organisations undertake to make available adequate personnel who possess the training and experience to provide the fulfilment of the projects and activities.



8. SUBCONTRACTING

The C-IED CoE and the EDA can engage on their own behalf with third Parties those services required for the correct performance of the contracts/agreements arising from this Framework Agreement. In spite of this subcontracting, every Organisation remain responsible and liable to the other for all the fulfilment and unfulfilment of the obligations and duties set down in this Agreement and in every specific contract that the C-IED CoE and the EDA assume.

The Subcontractors shall procure all licenses and permits necessary for the accurate execution of the subcontracted part of the specific contracts, without any cost to both Organisations.

9. EQUIPMENT

The capital goods provided by each Organisation within a common research project and activity, will remain property of each Party. Real estate or equipment acquired or built within the framework of a common project will be determined, for each particular case, in the corresponding specific contract/agreement.

10. PRICES

10.1 Amount of the services

The Prices to pay will cover what should be provided or performed by the Organisations for the provision of the specific projects and activities.

According to the rules and Acts applicable to the C-IE CoE by virtue of its legal status as an International Military Organization (IMO) running in Spain, the C-IED CoE is exempt from all taxes and all customs charges on merchandises and services. Therefore the services provided to the C-IED CoE does not include amounts to cover such taxes and customs charges and are exempt from the Value Added Tax (VAT) applicable at any given time or any other tax or fee applicable at the time of service provision.

Regarding the EDA, prices must also be quoted free of all duties, taxes and other charges (including VAT) as the EDA is exempt from such charges under Article 3 of the Decision of the Representatives of the Governments of the Member States, meeting within the Council, of 10-11-2004, on the Privileges and Immunities granted to the European Defence Agency and to its Staff Members.

10.2 Billing and payment

Payments will be made either at the beginning of the execution of each project or upon successful completion of the milestones laid down in every specific contract/agreement according to the OPR's Certificate of Compliance.



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As regards EDA, any request for payment (interim or balance) shall be admissible if accompanied by:

- the technical report referred to the specific deliverable
 - the relevant invoices, indicating the reference number of the Cooperation Framework Agreement and Specific Agreement to which they refer,
- provided the technical report has been approved by the EDA and issued the appropriate Certificate of Compliance.

The EDA shall have twenty (20) days from receipt to approve or reject the technical report, and the CoE shall have twenty (20) days in which to submit additional information or a new technical report if necessary.

Within forty-five days of the date on which the technical report is approved by the EDA, payment of the interim payment or balance corresponding to the relevant invoices shall be made.

11. RIGHTS OF USE

Any intellectual or industrial property rights, including any documentation, data and technical information provided, will remain vested to their respective owners.

In any case, the terms of the exclusive rights to use the materials and products arising from each specific contract/agreement as the object of them, shall be individually laid down case by case as per the content and territorial scope of that specific contract/agreement.

12. CONFIDENTIALITY AND TREATMENT OF THE INFORMATION

As of the signing of this Framework Agreement and of every specific contract/agreement, the C-IED CoE and the EDA undertake and guarantee on their own behalf and on their personnel, to not to disclose any information whatsoever and to abide by a strict duty of confidentiality as regards the totality of the information and materials supplied or received under the scope of this framework relationship.

This Confidentiality Clause is also applied in equal terms to the Subcontractors regarding their relationship with the C-IED CoE and the EDA.

The exchange of information on IED's and C-IED between both Organisations, including investigating ways to enhance this exchange in general and the treatment of classified information, will be done in the specific and safe ways to avoid breaking any national, NATO or EU security policy and regulations under which C-IE CoE and the EDA work.

The handling and release of information and documents, will be undertaken in accordance with the respective rules and regulations of the C-IED CoE and EDA. In the general implementation of its activities and for the processing of procedures in particular, the EDA observes the EU Council Security Regulations 2013/488/EU on the security rules for protecting EU classified information.



13. CONSERVATION

The declaration of null or void of any clause contained in this Framework Agreement or in the specific contracts/agreements by award or final judgment, shall not affect the validity and efficacy of the other clauses. The C-IED and the EDA shall negotiate in good faith the replacement or amendment of the clauses declared null or void, for other in similar and effective terms.

14. WAIVER

The waiving of any rights derived from this Framework Agreement and from the specific contracts/agreements by the C-IED CoE or the EDA, should be performed in writing.

The omission by any of the Organisations to require from the other one the strict compliance with the obligations laid down in the specific contracts/agreements on one occasion or more, shall not be considered under any circumstances as a waiver of the corresponding right, nor shall it deprive that Party from the faculty of requiring the strict compliance of the contractual obligations ex post facto.

15. INTEGRITY, AMENDMENT, MODIFICATION AND RESOLUTION

Every specific contract/agreement arising from this Framework Agreement, will be the express manifestation of the will of the C-IED CoE and the EDA as regards its object and will invalidate any verbal or written arrangement regarding this respect before the date the specific contracts are signed. Any amendments to them should be performed in writing.

The C-IED CoE and the EDA have the authority to modify or denounce this Framework Agreement at any given time by mutual consent or individually by a 4 (four) months prior written communication notice to the other organisation. In both cases, the activities of the specific contracts/agreements on going, should be completed.

16. TERMINATION OF THE SPECIFIC CONTRACTS/AGREEMENTS

The specific contracts/agreements arising from this Framework Agreement, will finish for convenience, by default or by special termination, in accordance with the individual terms laid down in them case by case.

17. JURISDICTION AND CONFLICT RESOLUTION

The C-IED CoE and the EDA agree to reach an out-of-court settlement for any disagreement and commit to resolve friendly any dispute that may arise from this Framework Agreement and from the specific contracts/agreements during the applicability of them.



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In case of no prior friendly agreement had been obtained, both Parties shall be subject to the C-IED CoE Director's reasoned and relevant ground decision, expressly waiving any other venue which may correspond to them.

18. ENTRY INTO FORCE AND DURATION OF THE FRAMEWORK AGREEMENT

This Framework Agreement will come into force on the date of its signing by the C-IED CoE and the EDA representatives and will remain in effect for 1 (one) year renewable for equal periods of time given the one (1) month written agreement notice to each Organisation.

And pursuant to the aforementioned information and as an expression of their consent, the C-IED CoE and the EDA representatives sign this Cooperation Framework Agreement document in duplicate, each equally binding, in the place and on the date below.

FOR THE C-IED CoE

FOR THE EDA

Date and Place

Date and Place

José Zamorano González

Rini Goos

08/01/2015

18/12/2014