

Memorandum of understanding between the Department of Defense of the United States of America and the Federal Department of Defense, Civil Protection, and Sports of Switzerland Concerning Cooperation in the Development of an Internet-Based Website, to Support the Work of the Partnership For Peace Consortium of Defense Academies and Security Studies Institutes

(Official version signed in Washington in April)

This Memorandum of Understanding (MOU) between the Department of Defense of the United States of America (hereinafter referred to as “the United States”) and the Federal Department of Defense, Civil Protection, and Sports of Switzerland (hereinafter referred to as “Switzerland”) is in furtherance of the principles established in the Partnership for Peace (PFP) Framework Document adopted by the member states of the North Atlantic Treaty Organization in Brussels on 10 January 1994.

The United States and Switzerland (hereinafter referred to as “the participants”) have determined that the establishment of an Internet-based website under the auspices of a PFP Consortium of Defense Academies and Security Studies Institutes (hereinafter referred to as the “PFP Defense and Security Studies Consortium”) would enhance the peaceful purposes of their respective defense interests.

The purpose of this Memorandum of Understanding is to further these objectives and seek to establish an orderly framework, policies, procedures and the respective responsibilities of the participants regarding mutual support in the development of an Internet-based website to support the work of the PFP Defense and Security Studies Consortium.

The participants intend to conduct joint activities to demonstrate how a PFP Defense and Security Studies Consortium website can enhance security cooperation among many nations and relevant institutions by linking defense and security studies practitioners, scholars and experts through networks that facilitate sharing of knowledge.

To this end, a PFP Defense and Security Studies Consortium website will facilitate the use of advanced distributed learning through the development of internet-accessible information sharing. This should include developing a digital library of individual education and training courses. It could also include conferences, workshops, and publications.

Priority attention should be given to the cross-assignment of personnel between the participants to support the work of the consortium in engaging a wide variety of institutions and content matter experts in the development of the digital library of courses.

All costs incurred as a result of conferences, workshops, personnel assignments and the Internet-based operation of a Defense and Security Studies Consortium are to be borne by each participant for its respective facility, personnel expenses and ancillary

support. Subject to these conditions, expenses for common operations and requirements are to be borne by the participants as mutually agreed. Respective activities under this MOU are to be subject to the laws and regulations of the respective participant, and are subject to the availability of funds.

To establish an orderly framework, the respective responsibilities of the participants are to be carried out through a hierarchy of designated agents, implementing agents, academic advisory support elements whose work will be coordinated through a joint planning committee and documented through joint planning documents.

The United States Atlantic Command is designated as the agent responsible for implementation of this MOU on behalf of the United States. The Office of Security and Defense Policy of the General Secretariat of the Federal Department of Defense, Civil Protection, and Sports is designated as the agent responsible for implementation of this MOU on behalf of Switzerland. Such agents are referred to hereinafter as “designated agents.”

The designated agents have identified counterpart implementing agents and academic advisory support elements to assist in carrying out the purposes of this memorandum. For the United States Atlantic Command, the Partnership for Peace Information Management System (PIMS) will serve as the implementing agent and the George C. Marshall European Center for Security Studies will serve as the academic advisory support element. For the Swiss Federal Department of Defense, Civil Protection, and Sports, the International Relations and Security Network (ISN) will serve as the implementing agent and the Geneva Centre for Security Policy will serve as the academic advisory support element.

The designated agents will co-chair a joint planning committee, which will include each participant’s implementing agent and academic advisory support element in order to facilitate cooperation by identifying areas of mutual interest and benefit to be further developed in the form of concrete plans. The implementing agents in close coordination with the academic advisory support elements will develop joint planning documents to implement this MOU for the joint approval of the designated agents. The joint planning documents will identify the participants’ priorities for developing the website’s educational content for advanced distributed learning. They will establish the terms of reference for mutual support, outline plans concerning the academic advisory support elements, and promote conferences and workshops that will help facilitate among other nations and institutions the most effective usage of the Internet-based component of a PFP Defense and Security Studies Consortium. Joint planning documents will be administered as annexes to this MOU.

No classified military information is to be communicated directly or indirectly between the participants pursuant to this MOU. It is understood that unclassified but sensitive or commercially proprietary information shared as a result of this MOU is to be handled as follows:

- A. The recipient government is not to release the information to a third government or any other party without the approval of the releasing government;

- B. The recipient government will afford the information a degree of protection equivalent to that afforded it by the releasing government;
- C. The recipient government will not use the information for other than the purposes of this MOU; and
- D. The recipient will respect private rights, such as patents, copyrights or trade secrets that are involved in the process of information exchange.

Any disputes that may arise between the designated agents under or relating to this MOU are to be resolved by negotiation between representatives of the participants, and not be referred to an individual, national or international tribunal, or to any other forum for arbitration or settlement.

Duration of this MOU is five years extendable for an additional five years. Activities under this MOU will commence at the time of signature and continue until one of the participants notifies the other in writing at least three months prior to the end of the initial five-year period, of its intent to terminate, or of its desire to renegotiate, this MOU.

Signed in Washington, DC this 25th day of April, 1999.

For the Department of Defense
of the United States of America:

For the Federal Department of Defense,
Civil Protection, and Sports of
Switzerland:

William S. Cohen, Secretary of Defense

Adolf Ogi, Federal Councillor for
Defence, Civil Protection and Sports