

PROJECT ARRANGEMENT N° B PRJ.CAP.1268

between

THE FEDERAL MINISTER OF DEFENCE OF THE REPUBLIC OF AUSTRIA
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF CROATIA
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF CYPRUS
THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC
THE MINISTRY OF NATIONAL DEFENCE OF THE HELLENIC REPUBLIC
THE MINISTER FOR DEFENCE IRELAND
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF LATVIA
THE MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF LITHUANIA
THE MINISTRY OF NATIONAL DEFENCE OF THE PORTUGUESE REPUBLIC
THE MINISTRY OF NATIONAL DEFENCE OF ROMANIA
THE MINISTRY OF DEFENCE OF THE SLOVAK REPUBLIC
FÖRSVARETS MATERIELVERK OF THE KINGDOM OF SWEDEN

Hereinafter referred to as “the contributing Members”

and THE EUROPEAN DEFENCE AGENCY

Hereinafter referred to collectively as “the Participants”

Relating to

COLLABORATIVE PROCUREMENT OF CBRN EQUIPMENT (CPoCBRN)

DEFINITION AND ABBREVIATIONS

Ad-hoc Bank Account	A deposit account with the EDA bank that is specifically dedicated to holding the funds and management of financial transactions related to the Project
Cat. B Project	An Ad-Hoc Category B Project as defined in Article 20 of the Council Decision (CFSP) 2015/1835
CBRN	Chemical, biological, radiological, and nuclear
cM(s)	contributing Member(s) to the Project
CPoCBRN	Collaborative Procurement of CBRN Equipment
CWS	Collaborative Workspaces
EDA	European Defence Agency
EDA Collaborative Platform (ECP)	Ad Hoc platform for EDA related projects information sharing.
EDA PO	EDA Project Officer for the CPoCBRN Project
EDA Steering Board	EDA Steering Board established under Article 8 of the Council Decision (CFSP) 2015/1835
EDIP	European Defence Investment Programme
EDIRPA	European Defence Industry Reinforcement through Common Procurement Act
EU	European Union
FWA	Framework Agreement
OF	Order Form A contract under a specific Framework Agreement, containing the quantities from all Written Orders by the cMs.
PA	Project Arrangement
PAMG	Project Arrangement Management Group
Participants	PA Participants (all cM(s) and EDA)
Project	Collaborative Procurement of Soldier Equipment (CPoCBRN)

PWG	Project Working Group
pMS	EU Member States who participate in EDA
PoC	Point of Contact
ToR	Terms of Reference
VAT	Value Added Tax
WO	Written Order A cM's written request to EDA for ordering a specific quantity of CBRN masks, CBRN filters and/or CBRN individual protection equipment under a specific Framework Agreement.

1. Introduction

The contributing Members (cMs), considering:

- The Treaty on European Union tasking the European Defence Agency (hereinafter referred to as “EDA”), inter alia, to promote harmonisation of operational needs and adoption of effective, compatible procurement methods (Articles 45 paragraph 1b TEU);
- Protocol (No. 7) on the privileges and immunities of the European Union, annexed to the Treaty on European Union and to the Treaty on the Functioning of the European Union, and made applicable to EDA by Article 27.3 of the Council Decision;
- Council Decision 2015/1835/CFSP of 12 October 2015 defining the statute, seat and operational rules of the European Defence Agency (hereinafter referred to as “the Council Decision”) tasks the EDA to promote and enhance European cooperation, in particular, to promote cost-effective and efficient procurement by identifying and disseminating best practices and implement any measure needed to strengthen the industrial and technological base of the defence sector. Moreover, it contains clear rules on how to launch cooperative ad-hoc projects or Projects of groups of Member States and on how to entrust the EDA with the management of such projects or Projects (Article 17 and Chapter IV);
- Council Decision (EU) 2016/1353 of 4 August 2016 concerning the financial rules of the European Defence Agency (hereinafter referred to as “EDA’s Financial Rules”), and in particular Art. 34 jointly read with recital 23 of the preamble of Directive 2009/81/EC of the European Parliament and the Council of 13 July 2009 on the coordination of procedures for the award of certain works contracts, supply contracts and service contracts by contracting authorities or entities in the fields of defence and security, and amending Directives 2004/17/EC and 2004/18/EC, OJ. L 216/76;
- that the EDA Steering Board was duly informed on 20 January 2023 by participating Member States (pMS that they intended to establish an Ad hoc category B Project within the EDA’s remit (Outline Description N° B PRJ.CAP.1268/2023), and no objections thereto were made by the Steering Board of receiving such information.
- that, in accordance with chapter IV of the Council Decision, the EDA Steering Board endorsed the Outline Description N° B PRJ.CAP.1268 with the Steering Board Decision SB 2023/002 on 21 February 2023 establishing the present CPoCBRN Project as an EDA Ad Hoc Category B Project.
- without prejudice to the intention of any interested EDA pMS to request joining this PA at a later stage in accordance with the conditions and procedure set forth in Art. 20.4 of the Council Decision.

Have reached the following understanding concerning this Category B Project entitled:

“Collaborative Procurement of CBRN Equipment”

Hereafter referred as “CPoCBRN”

2. Objective

2.1. The availability of CBRN equipment, as well as the associated stockpiles, are recognized by EU Member States as a critical operational shortfall. This affects the readiness of Member States' armed forces and their ability to protect their soldiers and enable mission accomplishment.

The overall objective of the Project is to support contributing Members (cMs) in their efforts to replenish their stocks of CBRN equipment.

2.2. The specific objective of the Project is to conduct collaborative procurement, on behalf of the cMs, of different CBRN equipment with a focus on CBRN masks, CBRN filters and CBRN individual protection equipment with EDA acting as the contracting authority and management body.

Collaborative procurement of CBRN equipment can produce significant savings in costs. Moreover, collaborative demands and procurement can improve the security of the supply chains, optimise delivery times and facilitate more efficient management of stocks.

3. Participation

This Project Arrangement (PA) is open to the EDA's pMs, as well as all entities entitled to take part in EDA's ad hoc activities pursuant to Articles 20, 23, 24, and 25 of the Council Decision.

4. Management and Governance of the PA

The management and implementation of the Project will be achieved by the following governance structure:

- The Project Arrangement Management Group (PAMG) is the decision-making authority.
- The Project Working Group (PWG) is the expert group in the realm of elaborating specific work strands for CBRN masks, CBRN filters and CBRN individual protection equipment. The PWG is subordinated to the PAMG.
- EDA will act acting as the contracting authority and management body.

4.1 Project Arrangement Management Group (PAMG)

The cMs representatives are listed in Annex 2 and will constitute the PAMG. Each cM will have one vote and one PAMG representative. EDA will be part of the PAMG without any voting rights. All decisions by

the PAMG will be taken by consensus. Any disputed decision that cannot be agreed by consensus within the PAMG, will be referred in accordance with the provisions of section 8.

The PAMG will be responsible for:

- a. providing EDA guidance, support, and inputs related to procurement activities including the timelines and sourcing strategy, undertaken by EDA under this PA;
- b. endorsing the draft procurement documents, including the draft Framework Agreement (FWA), before any procurement procedure is launched;
- c. supporting EDA in the execution of this Project, encompassing all administration and management issues of common concern, including those related to collaborative procurement under this PA;
- d. deconflicting and/or prioritising, when needed, Written Orders (WOs) in excess of the production capacity;
- e. approving the Order Form (OF);
- f. taking any decision to comply with any applicable provision of this PA;
- g. providing support and inputs to EDA in the preparation of possible amendments to this PA;
- h. appointing a Chairperson;
- i. providing guidance to the PWG, tasking it and approving its recommendations;
- j. deciding, on a case-by-case basis, about participation of third parties in PAMG and in the PWG meetings, following a fifteen working days silence procedure, in accordance with relevant EDA rules and procedures;
- k. providing guidance to EDA in obtaining funds to support the PA's activities in the frame of any relevant financial instruments funded by the General Budget of the EU (e.g. European defence industry reinforcement through common procurement act (EDIRPA), European Defence Investment Programme (EDIP)) or outside of it, as well as on whether part of any such funding could cover the EDA's administrative costs for the management of the contractual activities;
- l. approving reports prepared by EDA, if requested by the EDA Steering Board, on the state-of-play of this Project;
- m. approving a final report prepared by EDA, on the conclusion of this Project, to be forwarded in written format to the EDA Steering Board.

The PAMG will act in accordance with an approved Terms of Reference (ToR) to be adopted by the PAMG itself.

4.2. Project Working Group (PWG)

The PWG will be comprised of representatives of the cMs at technical expert level with no decision making responsibilities. It will be chaired by EDA and will meet whenever necessary, upon request of any cM or

EDA. The PWG is responsible for defining all relevant and necessary technical data and documentation related to the collaborative procurement to be carried out under this PA.

The PWG will report directly to the PAMG. If requested, EDA will produce minutes of each meeting. Those minutes, including possible recommendations, will be provided to the PAMG.

5. Role of EDA

In the frame of the present PA, EDA will:

- a. carry out the overall coordination, administration and management of the Project;
- b. coordinate with the cMs to survey their needs and aggregate their demands, in order to provide common efficient solution to enable standardisation among cMs;
- c. provide market awareness to cMs to facilitate and optimise their access to production capacity;
- d. act as the contracting authority in the context of collaborative procurement procedure(s);
- e. prepare the draft procurement documents, including the draft FWA;
- f. before any procurement is launched, provide the PAMG with the draft procurement documents, including the draft FWA for PAMG endorsement;
- g. sign, share, and manage the Framework Agreement(s) (FWA) and the resulting OF in accordance with the relevant rules and procedures applicable to the EDA, as complemented by the EU Directive 2009/81/EC;
- h. coordinate all associated financial, administrative and fiscal formalities, without contradicting the national laws and regulations of the cMs;
- i. manage the funds allocated to the EDA in the frame of this PA in accordance with Article 17 of the Council Decision;
- j. contribute to the concept of “security of supply” insofar as possible and ensure predictability of delivery times. cMs can rely on OF under FWA(s) as associated with this PA in supporting their own national defence armament activities;
- k. assign a dedicated Project Officer (PO) who will be responsible for the effective coordination of the Project. The PO will take part in PAMG and PWG meetings, without voting rights;
- l. host and arrange meetings of the PAMG and PWG if requested, including the preparation of minutes;
- m. support the Project, as requested by the PAMG and the PWG, within means and capabilities;
- n. receive possible funds, approved by cMs, in the frame of any relevant EU financial instruments funded by the General Budget of the EU (e.g. EDIRPA) or outside of it;

- o. set up and manage Collaborative Workspaces (CWS) for the Project, to which PAMG and PWG members will have access;
- p. prepare reports, if requested by the EDA Steering Board, on the state-of-play of this Project to be approved by the PAMG;
- q. prepare a final report, on the conclusion of this Project to be approved by the PAMG, and forwarded in written format to the EDA Steering Board.

5.1. Procurement

- 5.1.1. EDA will act as the contracting authority by tendering, awarding, signing and managing the ensuing contractual instruments for the supply of CBRN masks, CBRN filters and CBRN individual protection equipment, in accordance with the EDA's financial and procurement rules under Council Decision (EU) 2016/1353 of 4 August 2016 and in accordance with the provisions of this PA and in compliance with the provisions of Directive 2009/81/EC.
- 5.1.2. EDA will manage the funding provided by the cMs in accordance with section 6 of this PA.
- 5.1.3. Following the launch of the most suitable procurement procedures, based on its financial rules, EDA will aim at establishing FWAs. Under each FWA, OF may be placed by EDA upon receiving and processing WOs.
- 5.1.4. This PA and the subsequent FWAs will not entail any financial commitment for cM(s). A financial commitment only occurs through a specific OF to procure CBRN masks, CBRN filters, and CBRN individual protection equipment on behalf of the cMs based on WOs.

5.2. Contract Management

Each cM is entitled to task the EDA to procure a specific quantity of CBRN masks, CBRN filters and CBRN individual protection equipment, up to its respective forecasted total amount under the FWA through a WO (Annex 3).

- 5.2.1. Each FWA will contain relevant data and specifications on the specific type of CBRN masks, CBRN filters and CBRN individual protection equipment to be ordered and supplied (e.g. Lot numbering, quality assurance, guarantee, packaging requirements, template of the OF).
- 5.2.2. When EDA receives a WO from a cM requesting the procurement of a specific quantity of CBRN masks, CBRN filters and CBRN individual protection equipment, EDA will distribute this information to the other cMs in order to pool the demand. Those other cMs may submit their WOs for a period of fifteen (15) working days. EDA will consolidate all WOs in a draft OF in five (5) working days. This draft OF will be submitted through a written procedure to the PAMG for approval

within ten (10) working days. The OF will then be concluded between the EDA, on behalf of the cMs, and the contractor, according to the procedure set out in the respective FWA.

5.2.3. Condition of participation of cMs to acceptance tests conducted by the contractor and executed for an FWA Order Form (OF) will be defined in the FWA. Costs implied for the cMs' participation will be on their own expenses. Acceptance tests of the delivered items can be performed by each cM at its own cost and discretion. If so, this can be specified in the FWA and will be finalised in OF.

5.2.4. The supplies related to an OF will be delivered by the contractor to the ordering cMs as prescribed in the FWA.

5.2.5. cMs will inform EDA on the good execution and any possible delay of delivery, production defect or lack of conformity with the awarded quality of the delivered items. EDA in the latter cases, in consultation with each concerned cM, will apply pertinent provisions as set out in the FWA and handle possible indemnification proceedings on behalf of the concerned cMs.

6. Financial Provisions

6.1. The cMs hereby acknowledge that:

- All purchases made by EDA under this PA will be subject to the VAT regime in accordance with the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax (VAT) and Article 27.3 of the Council Decision. EDA will inform PAMG regularly on VAT.
- Contributions from the General Budget of the EU may be made to this PA in accordance with Article 22 of the 2015/1835/CFSP of 12 October 2015 Council Decision.
- EDA will not request any administrative cost (fee) from the cMs for the implementation of this PA, nor for the management of the FWA concluded under it. However, EDA may receive a subsidy from financial instruments, such as EDIRPA or EDIP, funded by the General Budget of the EU or outside of it.

6.2. Work and any travelling expenses inter alia with other administrative costs incurred by cMs under the Project will be borne by the cMs.

6.3. EDA will open and manage an Ad-Hoc Bank Account for the specific purpose of implementing this PA.

6.4. Payments associated with the implementation of this PA will be made in Euros and will be handled by EDA in accordance with EDA Financial Rules.

6.5. The financing mechanism will consist of two steps: pre-financing and balance payments.

6.6. A call for contributions corresponding to the pre-financing and/or balance payments will be submitted by EDA to the cMs. cMs will make their payments within 60 (sixty) calendar days after

receiving the call for contribution. This procedure applies for the pre-financing of an OF for each cM, as well as the balance payment after the delivery and acceptance of the ordered supplies. The call for contribution for pre-financing will include a guarantee for the return of the pre-financing issued to the cMs, in accordance with the conditions in the pre-financing bank guarantee that EDA will request from the contractor.

- 6.7. cMs may provide funds in excess of the pre-financing amount up to the total amount of their order and will notify EDA their intention within 60 (sixty) days, as mentioned in paragraph 6.6.
- 6.8. cMs may have the opportunity to transfer funds not immediately connected to WOs into the Ad-Hoc Bank Account with the provision of notifying their intention to EDA within 60 (sixty) days.
- 6.9. Throughout the PA, cMs will ensure that they will transfer to the Ad-Hoc Bank Account sufficient funds to enable EDA to fulfil its contractual payment obligations to contractor(s) in a timely manner or a formal commitment that they will transfer them to EDA before any related payment becomes due. Should EDA not have sufficient funds on the Ad-Hoc Bank Account, the contractual liability arising from late payments to contractor(s) will be borne by cM(s) responsible for delayed payments.
- 6.10. EDA will produce a global financial report within 6 (six) months after the end of the PA detailing all funds and invoices received, payments made and indicating the final balance of the Ad-Hoc Bank Account. This report will be submitted to the cMs and will be subject to the audit by the EDA College of Auditors.
- 6.11. Any unused funds will be returned to the cMs based on their instructions. Interest generated by the funds transferred to the Ad-Hoc Bank Account will be shared between the cMs proportionally to their respective financial contributions unless the cMs decide otherwise.
- 6.12. In order to facilitate the timely closure of the Ad-Hoc Bank Account, in the absence of a clear instruction from the cMs regarding return of their unused funds and of the related bank interest within one month after the receipt of the global financial report, EDA will offset the surplus arising from this PA against the annual contribution of the cMs to the EDA general budget.
- 6.13. EDA will close the Ad-Hoc Bank Account, once all the unspent funds have been reimbursed or re-allocated as so requested by the respective cMs.
- 6.14. EDA will keep an accounting record in Euros of the commitments and payments made by each cM under this PA. EDA will supply the cMs with annual reports on the state of the Ad-Hoc Bank Account, showing income, expenditure, and commitments. An annual bank reconciliation will also be provided.
- 6.15. EDA will prepare annual accounts to be signed by EDA's Accounting Officer and audited by the College of Auditors in accordance with EDA's Financial Rules. The annual accounts will show the state

of play of the Ad-Hoc Bank Account, income, expenditure, and commitments made under this PA. These audit costs will be paid for by EDA. At the request of EDA or any of the cMs, who in this case will bear the cost, the College of Auditors or its representatives may perform any additional audit to provide assurance on the sound financial management and legality and regularity of the Project.

6.16. For all financial matters, the points of contact (PoC) will be:

For the European Defence Agency:

European Defence Agency

Finance Unit

Rue des Drapiers, 17-23

B-1050 BRUSSELS

finance@eda.europa.eu

Tel : +32 (0) 2 504 29 77.

7. Claims and Liabilities

- 7.1. All claims and liabilities arising from or in connection with the execution of this PA will be dealt in accordance with international, European, and national laws and regulations of the cMs concerned. EDA's liability will apply exclusively to the activities listed in the section 5.
- 7.2. In relation to procurement procedures managed by EDA under this Project, EDA will define the appropriate remedies in the tender documents. The contractual liability of EDA will be covered by the rules applicable to the contract concerned.
- 7.3. The cMs will not be jointly and severally liable for EDA's contractual liability arising due to late payments from OFs placed on behalf of several cMs. Each cM will be liable for damages resulting from delays in payment of its respective contributions to EDA in relation to its WO as confirmed in the OF.

8. Dispute Settlement

- 8.1. This PA does not constitute a treaty under international law. Should international, EU or national laws and regulations prevent the partial or full implementation of this PA, cMs will consult each other to find a solution.
- 8.2. In case of any conflict between this PA and international, European or national laws, and regulations applicable to the cMs, the latter will prevail. The cMs will notify each other in the event of any such conflict.
- 8.3. Any differences in the interpretation or application of this PA will be resolved solely by consultation between the cMs.

8.4. Any dispute between cMs arising out of or in connection with implementation of this PA will be carried out in accordance with their respective national laws, regulations, procedures, EU, and international legal obligations and will exclusively be resolved through consultation.

9. Security

9.1. Classified Information exchanged under this PA will be handled and protected in accordance with the applicable national laws and regulations, and with existing security agreements and arrangements, including Council Decision on the security rules for protecting EU Classified Information (2013/488/EU).

9.2. The highest level of EU classification of information under this PA and the ensuing procurement and contracts is EU Restricted.

9.3. If needed during the execution of the Project, the PAMG can agree on a higher level of classification without requiring an amendment to this PA.

10. Duration, amendment, termination, and withdrawal

10.1 Duration

This PA will remain in effect for a period of 8 (eight) years and will be renewed tacitly for successive periods of 8 (eight) years, unless the cMs decide unanimously not to extend its duration.

10.2 Amendment

10.2.1 No amendment can be made to this PA in the first 6 (six) months following its entering into effect. Subsequently, this PA may be amended at any time in writing by unanimous decision of all the cMs for which the PA has become effective.

10.2.2 Modifications of Annexes and the list of cMs on the cover page to this PA do not constitute amendments. The Annexes and the cover page may be updated any time following notification in writing by the concerned cMs to EDA. EDA will notify the modification to the PAMG for approval.

10.3 Withdrawal

10.3.1 A cM can withdraw from this PA by means of a unilateral written notification sent to EDA. Its withdrawal will take effect 6 (six) months after the date of received notification. All commitments of the withdrawing cM regarding Liability and Claims (section 7), Dispute Settlement (section 8), Security (section 9), Termination (paragraph 10.4), Signature and Date of Entry into Effect (section 12), subscribed before the withdrawal date will remain in effect also after the withdrawal date. The financial commitments reflected in the OF (and derived from WO) before withdrawal must be complied with after withdrawal.

10.3.2 EDA will notify the other cMs to this PA of any changes of membership to this PA within seven (7) days from the withdrawal notification.

10.4 Termination

10.4.1 This PA may be terminated at any time by unanimous decision of the cMs.

10.4.2 In case of termination or expiry of this PA, the commitments regarding Liability and Claims (section 7), Dispute Settlement (section 8), Security (section 9), Signature and Date of Entry into Effect (section 12), subscribed before the termination date will remain in effect also after the termination or expiration. The financial commitments reflected in the OF (and derived from WO) before termination must be complied with after termination.

10.5 Admission of New Members

10.5.1 Any EDA pMS and/or any entity entitled to participate in EDA Ad-Hoc activities not participating in this PA may, at any time during the period of validity of this PA, express the wish to become a member of the Project by means of a unilateral Statement of Accession to the PA. A template of the Statement of Accession is enclosed as Annex 4.

10.5.2 The new member will be able to join the Project upon admission. Such admission will entail that:

- new member(s) wishing to join the Project accept all provision of this PA;
- the Statement of Accession is addressed in writing to EDA;
- EDA sends receipt notification of the Statement of Accession to PAMG and to the cMs;
- Each cM will provide its decision in writing about the admission of the new member to the Project. Each cM will send its consent or express reservation should the cM detect a negative impact on the PA to the EDA within 2 (two) months of receipt notification following the relevant Statement of Accession in accordance with Article 20(4) of the EDA Council Decision.
- EDA PO will monitor the admission of new members and will issue to the cMs regular reminders with a view to complying with the two months deadline.
- EDA will notify PAMG of the cM decision on the new member's admission to the PA.

10.5.3 EDA will update accordingly the list of cMs on the front page of this PA and will send the updated version inclusive certified true copies of the written cMs decisions and of the Statement of Accession to the cMs.

11. Special provisions

For the purposes of implementing the Project, cMs will not consider EDA as an end user under the relevant national legislation.

12. Signature and date of entry into effect

- 12.1. This PA will be signed both in the English and French languages, each version being equally valid.
- 12.2. The originals will be held by EDA, with one certified true copy being sent to each cM.
- 12.3. This PA will come into effect upon the date of the signature of three (3) cMs and EDA. For those cMs signing after this date, the PA will come into effect on the date of their signature.

DRAFT

National Signature of the Cat B Project
“Collaborative Procurement of CBRN Equipment (CPoCBRN)”

For the FEDERAL MINISTRY OF DEFENCE OF THE REPUBLIC OF AUSTRIA

Signature

Place

Date

National Signature of the Cat B Project
“Collaborative Procurement of CBRN Equipment (CPoCBRN)”

For the MINISTRY OF DEFENCE OF THE REPUBLIC OF CROATIA

Signature

Place

Date

National Signature of the Cat B Project
“Collaborative Procurement of CBRN Equipment (CPoCBRN)”

For the MINISTRY OF DEFENCE OF THE REPUBLIC OF CYPRUS

Signature

Place

Date

National Signature of the Cat B Project
“Collaborative Procurement of CBRN Equipment (CPoCBRN)”

For the MINISTER FOR THE ARMED FORCES THE FRENCH REPUBLIC

Signature

Place

Date

National Signature of the Cat B Project
“Collaborative Procurement of CBRN Equipment (CPoCBRN)”

For the MINISTRY OF NATIONAL DEFENCE OF THE HELLENIC REPUBLIC

Signature

Place

Date

National Signature of the Cat B Project
“Collaborative Procurement of CBRN Equipment (CPoCBRN)”

For the MINISTER FOR DEFENCE IRELAND

Signature

Place

Date

National Signature of the Cat B Project
“Collaborative Procurement of CBRN Equipment (CPoCBRN)”

For the MINISTRY OF DEFENCE OF THE REPUBLIC OF LATVIA

Signature

Place

Date

National Signature of the Cat B Project
“Collaborative Procurement of CBRN Equipment (CPoCBRN)”

For the MINISTRY OF DEFENCE OF THE REPUBLIC OF LITHUANIA

Signature

Place

Date

National Signature of the Cat B Project
“Collaborative Procurement of CBRN Equipment (CPoCBRN)”

For the MINISTRY OF NATIONAL DEFENCE OF THE PORTUGUESE REPUBLIC

Signature

Place

Date

National Signature of the Cat B Project
“Collaborative Procurement of CBRN Equipment (CPoCBRN)”

For THE MINISTRY OF NATIONAL DEFENCE OF ROMANIA

Signature

Place

Date

National Signature of the Cat B Project
“Collaborative Procurement of CBRN Equipment (CPoCBRN)”

For the MINISTRY OF DEFENCE OF THE SLOVAK REPUBLIC

Signature

Place

Date

National Signature of the Cat B Project
“Collaborative Procurement of CBRN Equipment (CPoCBRN)”

For the FÖRSVARETS MATERIELVERK OF THE KINGDOM OF SWEDEN

Signature

Place

Date

National Signature of the Cat B Project
“Collaborative Procurement of CBRN Equipment (CPoCBRN)”

The European Defence Agency

Signature

Place

Date

National Signature of the Cat B Project
“Collaborative Procurement of CBRN Equipment (CPoCBRN)”

ANNEX 1

Principal organisations

The principal organisations in charge of the execution of the CPoCBRN Project are as follows:

cMs	Principal organisations
<u>Austrian cM</u>	Bundesministerium für Landesverteidigung Generaldirektion für Landesverteidigung Abteilung Rüstungsplanung Rossauer Lände 1 A - 1090 Wien
<u>Croatian cM</u>	
<u>Cypriot cM</u>	
<u>French cM</u>	
<u>Greek cM</u>	
<u>Irish cM</u>	
<u>Latvian cM</u>	
<u>Lithuanian cM</u>	
<u>Portuguese cM</u>	
<u>Romanian cM</u>	General Directorate for Armaments Drumul Taberei 9-11 Sector 5 Bucharest
<u>Slovak cM</u>	
<u>Swedish cM</u>	

ANNEX 2

PAMG MEMBERSHIP

cMs	PAMG representatives
<u>Austrian cM</u>	Representative: ObstdG Markus KOHLWEG markus.kohlweg@bmlv.gv.at 0032 479760065
<u>Croatian cM</u>	Representative:
<u>Cypriot cM</u>	Representative:
<u>Greek cM</u>	Representative:
<u>French cM</u>	
<u>Irish cM</u>	Representative:
<u>Latvian cM</u>	Representative:
<u>Lithuanian cM</u>	Representative:
<u>Portuguese cM</u>	Representative:
<u>Romanian cM</u>	Representative: Marian MIHALCEA marian.mihalcea@dpa.ro , +40724359538

<u>Slovak cM</u>	Representative:
<u>Swedish cM</u>	Representative:

EDA POC

Friedrich AFLENZER
European Defence Agency
Rue des Drapiers 17-23
1050 Brussels
Belgium
Email: Friedrich.Aflenzer@eda.europa.eu

ANNEX 3

[Template]

Written Order (WO)
in the framework of the Project Arrangement N° B.PRJ.CAP.1268 and
Framework Agreement No. signed between EDA and [contractor name]

Subject: Ordering ... pursuant to section 5 of the Project Arrangement N° B.PRJ.CAP.1268

Requesting contributing Member (cM):(full name)

cM principal organisation: (full name, e.g. Ministry of Defence, Land Forces, Department of Acquisition)

To: European Defence Agency (EDA)

The following quantity of ... must be ordered under this WO: ...[AA]..... [Total] as depicted bellow:

CBRN mask					
Name			Type	NATO Stock Number (NSN)	Quantity
Total					[AA]

CBRN filter					
Name			Type	NATO Stock Number (NSN)	Quantity
Total					[AA]

CBRN individual protection equipment					
Name			Type	NATO Stock Number (NSN)	Quantity
Total					[AA]

Place of delivery:[cM name],[depot postal address]

..... [name]	 [stamp]	 [Rank, name and signature of the entitle person]
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Date:

ANNEX 4

Statement of Accession for the admission of a new cM

Defined terms in this statement have the same meaning as in the Project Arrangement (N° B.PRJ.CAP.1268)

The *Republic/ Kingdom/ Government/ Ministry /Minister* of _____

Represented

By _____

INTENDS TO:

- participate as per para. 10.5 of this PA to new or running “CPoCBRN”-Projects or activities;
- accept the terms of this PA;
- contribute to new or running “CPoCBRN”-Projects or activities.

Principle-organisation as per Annex 1 will be:

cM	Principal organisations
cM name	Name in full and address

For the *Republic/ Kingdom/ Government/ Ministry / Minister* of

Date: _____