

PROJECT ARRANGEMENT N° B PRJ.CAP.1269

between

THE FEDERAL MINISTER OF DEFENCE OF THE REPUBLIC OF AUSTRIA
THE MINISTER OF DEFENCE OF THE KINGDOM OF BELGIUM
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF BULGARIA
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF CROATIA
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF CYPRUS
THE MINISTRY OF DEFENCE OF THE CZECH REPUBLIC
THE MINISTRY OF DEFENCE OF ESTONIA
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF FINLAND
THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC
THE FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY
THE MINISTRY OF NATIONAL DEFENCE OF THE HELLENIC REPUBLIC
THE MINISTER OF DEFENCE OF HUNGARY
THE MINISTER FOR DEFENCE IRELAND
THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF LATVIA
THE MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF LITHUANIA
THE MINISTER OF DEFENCE OF THE GRAND DUCHY OF LUXEMBOURG
THE MINISTRY RESPONSIBLE FOR DEFENCE OF THE REPUBLIC OF MALTA
THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS
THE MINISTRY OF DEFENCE IN NORWAY
THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF POLAND
THE MINISTRY OF NATIONAL DEFENCE OF THE PORTUGUESE REPUBLIC
THE MINISTRY OF NATIONAL DEFENCE OF ROMANIA
THE MINISTRY OF DEFENCE OF THE SLOVAK REPUBLIC
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF SLOVENIA
THE MINISTER OF DEFENCE OF THE KINGDOM OF SPAIN
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 AMMUNITION (CPoA)

DEFINITION AND ABBREVIATIONS

Cat. B Project	An Ad-Hoc Category B Project as defined in Article 20 of the Council Decision (CFSP) 2015/1835
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
cM(s)	contributing Member(s) to the Project
CPoA	Collaborative Procurement of Ammunition
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 CPoA 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
EPF	European Peace Facility
EU	European Union
FWA	Framework Agreement
OF	Order Form A contract under a specific Framework Agreement, containing the quantities from all Written Orders.
Ordering Entities (OE)	Any cMs and EDA placing WOs

PA	Project Arrangement
PAMG	Project Arrangement Management Group
Participants	PA Participants (all cM(s) and EDA)
Project	Collaborative Procurement of Ammunition (CPoA) N° B PRJ.CAP.1269
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 written request for ordering a specific quantity of ammunition 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 (CFSP) 2015/1835 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 has been 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.1269/2023), and no objections thereto have been made by the Steering Board within one month 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.1269/2023 with the Steering Board Decision SB 2023/002 on 21 February 2023 establishing the present CPoA Project as an EDA Ad Hoc Category B project.
- without prejudice to the intention of any interested 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 understandings concerning the following Category B Project entitled:

“Collaborative Procurement of Ammunition”

(“CPoA”)

2. Objective and Scope

2.1. The availability of ammunition, as well as the associated stockpiles, are recognised by EU Member States as a critical operational shortfall. This affects the readiness of Member States' armed forces and their ability to fulfil their missions.

The overall objective of the Project is to support contributing Members (cMs) in their efforts to acquire ammunition.

2.2. The specific objective of the Project is to conduct collaborative procurement, on behalf of the cMs and in support of implementation of Council Decisions, of different ammunition types and calibers with EDA acting as the contracting authority, management body, and Ordering Entity (OE). Collaborative procurement of ammunition can produce significant cost savings. Moreover, collaborative demands and procurement can improve the security of the supply chains, optimise delivery times and facilitate better and more efficient management of stocks.

2.3. The Project will address the different types of ammunition, including the components for the ammunition, such as Tank Ammo, Artillery Ammo, Mortar Ammo, Auto Cannon Ammo, Small Arms Ammo, and AnTk Ammo (refer to Annex 4).

3. Participation

This Project Arrangement (PA) is open to EDA's pMS, as well as to 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 field of technical data concerning the ammunition and/or related items to be procured under this PA. The PWG is subordinated to the PAMG.

- EDA will act as the contracting authority, management body, and OE.

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 resolved in accordance with the provisions of section 8.

The PAMG will be responsible for:

- providing EDA guidance, support and inputs related to procurement activities, including the timelines and sourcing strategy undertaken by EDA under this PA;
- endorsing the draft procurement documents, including the draft Framework Agreement (FWA), before any procurement procedure is launched;
- supporting EDA in the execution of this Project, encompassing all administration and management issues of common interest, including those related to collaborative procurement under this PA;
- harmonising the requirements for the acceptance of supplies taking into account national standards;
- deconflicting and/or prioritising, when needed, Written Orders (WO) in excess of the production capacity;
- confirming the Order Form (OF);
- taking any decision to comply with any applicable provision of this PA;
- providing support and inputs to EDA in the preparation of possible amendments to this PA;
- appointing a Chairperson;
- providing guidance to the PWG, tasking it and approving its recommendations;
- 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;
- providing guidance to EDA on the implementation of funds to support the activities under this PA in the frame of any relevant financial instruments of the European Union (EU), when in effect. Inter alia, the following EU financial instruments, may provide additional support to the activities under this PA:
 - from the General Budget of the EU, for example: European Defence Industry Reinforcement through Common Procurement Act (EDIRPA), European Defence Investment Programme (EDIP);
 - from outside of the General Budget of the EU, for example: the European Peace Facility (EPF);

- m. approving reports prepared by EDA, if requested by the EDA Steering Board, on the state-of-play of this Project;
- n. approving a final report prepared by EDA, at the end of this Project, to be forwarded in written format to the EDA Steering Board.

The PAMG will act in accordance with the Terms of Reference (ToR) that the PAMG itself will adopt.

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 will be responsible for elaborating 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 the 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, management body, and OE in the context of collaborative procurement procedure(s);
- e. prepare the draft procurement documents, including the draft FWA;
- f. before any procurement procedure is launched, provide the PAMG with the draft procurement documents, including the draft FWA, for PAMG endorsement;
- g. sign, share, and manage the FWAs and the resulting OF(s) 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 OFs under FWAs associated with of 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. support PAMG to establish harmonised requirements for the acceptance of supplies taking into consideration national standards;
- o. 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 (e.g., EPF);
- p. set up and manage Collaborative Workspaces (CWS) for this Project, to which PAMG and PWG representatives will have access;
- q. prepare reports, if requested by the EDA Steering Board, on the state-of-play of this Project to be approved by the PAMG;
- r. prepare a final report, at the end 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 ammunition, in accordance with EDA’s financial and procurement rules under Council Decision (EU) 2016/1353 of 4 August 2016 in accordance with the provisions of this PA and in compliance with the provisions of Directive 2009/81.
- 5.1.2. EDA will manage the funding in accordance with section 6 of this PA.
- 5.1.3. If necessary to support the implementation of Council Decisions, EDA will place WOs under each FWA.
- 5.1.4. Following the launch of the most suitable procurement procedures based on its financial rules, EDA will aim at establishing FWAs. Under each FWA, OFs may be placed by EDA upon receiving and processing WOs.
- 5.1.5. This PA and the subsequent FWAs will not entail any financial commitment from the cM(s). A financial commitment only occurs, through a specific OF to procure ammunition on behalf of the cMs based on WOs.

5.2. Contract Management

Each cM is entitled to task the EDA to procure a specific ammunition quantity, up to its 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 ammunition and/or related items to be ordered and supplied (e.g. lot numbering, quality assurance, guarantee, packaging requirements, template of the OF).
- 5.2.2. When EDA receives or initiates a WO requesting the procurement of a specific quantity of ammunition and/or related items, EDA will distribute this information to the PAMG representatives in order to pool the demand. An OE may submit additional WOs within a deadline to be defined on a case-by-case basis, depending on the underlying urgency of the WOs. EDA will consolidate all WOs in a draft OF in due time. When needed, EDA will consult PAMG representatives of cMs which have placed a WO and/or are implementing a OF to deconflict and/or prioritize WOs. The OF will then be concluded between the EDA and the contractor, according to the procedure set out in the respective FWA.
- 5.2.3. Conditions of participation of cMs to acceptance tests conducted by the contractor and executed for OF will be defined in the FWA. Costs implied for the cMs' participation will be at their own expense. 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 the OF.
- 5.2.4. The supplies will be delivered by the contractor to the receiving cMs in accordance with the OF 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 and in accordance with agreements in place to support the implementation of Council Decisions.

6. Financial Provisions

6.1. General principles:

6.1.1. Contributions from EU financial instruments:

- Contributions from the General Budget of the EU may be made to this PA in accordance with Article 22 of Council Decision (CFSP) 2015/1835 of 12 October 2015;
- Contributions from EU financial instruments outside the General Budget of the EU may be made to this PA in accordance with Article 25 of Council Decision (CFSP) 2015/1835 of 12 October 2015;

6.1.2. Administrative costs incurred by EDA

- EDA will not request any administrative cost (fee) from the cMS, either for the implementation of this PA, or for the management of the FWAs concluded under it.
- However, EDA may receive a subsidy from Union financial instruments, funded by the General Budget of the EU or outside of it.

6.1.3. VAT regime:

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 regularly inform the PAMG on VAT.

6.2. Contribution from cMs

- 6.2.1. Work and any travelling expenses inter alia with other administrative costs incurred by cMs under this Project will be borne by the cMs. In case of urgency as ascertained by the PAMG, willing cMs may surge EDA's human resources with temporary allocation of experts.
- 6.2.2. EDA will open and manage an Ad-Hoc Bank Account for the specific purpose of implementing this PA.
- 6.2.3. 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.
- 6.2.4. The financing mechanism will consist of two steps: pre-financing and balance payments.
- 6.2.5. A call for contributions corresponding to the pre-financing and/or balance payments will be submitted by EDA to the cMs, after finalising the OF. The cMs will complete their respective national approval procedures and 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. A call for contributions for pre-financing will include a guarantee for the return of the pre-financing paid by the cMs in accordance with the conditions in the pre-financing bank guarantee that EDA will request from the contractor.
- 6.2.6. cMs may provide funds in excess of the prefinancing amount up to the total amount of their order and will notify EDA of their intention within 60 (sixty) days, as mentioned in section 6.2.5.
- 6.2.7. cMs may have the opportunity to transfer funds not immediately connected to WOs into the Ad-Hoc Bank Account.
- 6.2.8. 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 the cMs will formally commit that they will transfer them to EDA before any related payment becomes due. Should EDA not have sufficient funds on Ad-Hoc Bank Account, the contractual

liability arising from late payments to contractor(s) will be borne by cM(s) responsible for delayed payments, as specified under 7.2.

6.2.9. 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.

6.2.10. 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.

6.2.11. 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.

6.2.12. 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.

6.2.13. 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 Ad-Hoc Bank Account, showing pre-financing, revenue, expenditure, and commitments made under this PA. An annual bank reconciliation will also be provided.

6.2.14. 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. 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 this Project.

6.2.15. 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.

6.3 Union Financial Instruments

The terms and conditions concerning the use under this PA of funding received from the EU financial instruments referred to in paragraph 6.1 above will be set out in separate legal instruments to be concluded by EDA and the relevant financing entity.

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 applicable to the cMs concerned. EDA's liability will apply exclusively to the activities listed in 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 the implementation of this PA will exclusively be resolved through consultation, using as criteria the relevant laws, as identified by the disputing cMs.

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

10. Duration, amendment and modification, withdrawal, termination, admission of new members

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. Amendments and modifications

- 10.2.1. No amendment can be made to this PA in the first 2 (two) 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. The modification of the cover page and Annexes does not constitute an amendment and can be done at any time following notification in writing by the concerned cMs to EDA. EDA will notify the modification to the PAMG for approval.
- 10.2.3. The inclusion of funds in the PA's Ad-Hoc budget from EU financial instruments funded by the General Budget of the EU or outside of it will not require an amendment to this PA if used in line with the PA objectives.

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 the received notification. All commitments of the withdrawing cM regarding Liability and Claims (Section 7), Dispute Settlement (Section 8), on Security (Section 9), Termination (Section 10.4), Signature and 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), Termination (paragraph 10.4), Signature and Entry into Effect (Section 12), subscribed during its period of validity will remain in

effect after 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 participating 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 5.

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

- The new member(s) wishing to join this 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 this Project. Each cM will send its consent or express reservation should the cM detect a negative impact on this 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 Council Decision (CFSP) 2015/1835.
- The 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 the PAMG of the cM decision on the new member's admission to the PA. EDA will update accordingly the list of cMs on the cover 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. The end user will be indicated on the OF.

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 a minimum 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.

For the FEDERAL MINISTER OF DEFENCE OF THE REPUBLIC OF AUSTRIA

Signature

Place

Date

For the MINISTER OF DEFENCE OF THE KINGDOM OF BELGIUM

Signature

Place

Date

For the MINISTRY OF DEFENCE OF THE REPUBLIC OF BULGARIA

Signature

Place

Date

For the MINISTRY OF DEFENCE OF THE REPUBLIC OF CROATIA

Signature

Place

Date

For the MINISTRY OF DEFENCE OF THE REPUBLIC OF CYPRUS

Signature

Place

Date

For the MINISTRY OF DEFENCE OF THE CZECH REPUBLIC

Signature

Place

Date

For the MINISTRY OF DEFENCE OF ESTONIA

Signature

Place

Date

For the MINISTRY OF DEFENCE OF THE REPUBLIC OF FINLAND

Signature

Place

Date

For the MINISTER FOR THE ARMED FORCES OF THE FRENCH REPUBLIC

Signature

Place

Date

For the FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY

Signature

Place

Date

For the MINISTRY OF NATIONAL DEFENCE OF THE HELLENIC REPUBLIC

Signature

Place

Date

For the MINISTER OF DEFENCE OF HUNGARY

Signature

Place

Date

For the MINISTER FOR DEFENCE IRELAND

Signature

Place

Date

For the MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC

Signature

Place

Date

For the MINISTRY OF DEFENCE OF THE REPUBLIC OF LATVIA

Signature

Place

Date

For the MINISTRY OF DEFENCE OF THE REPUBLIC OF LITHUANIA

Signature

Place

Date

For the THE MINISTER OF DEFENCE OF THE GRAND DUCHY OF LUXEMBOURG

Signature

Place

Date

PERMANENT SECRETARY

OFFICE OF THE PERMANENT SECRETARY

For the MINISTER RESPONSIBLE FOR DEFENCE OF THE REPUBLIC OF MALTA

Signature

Place

Date

For the MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS

Signature

Place

Date

For the MINISTRY OF DEFENCE IN NORWAY

Signature

Place

Date

For the THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF POLAND

Signature

Place

Date

For the MINISTRY OF NATIONAL DEFENCE OF THE PORTUGUESE REPUBLIC

Signature

Place

Date

For the MINISTRY OF NATIONAL DEFENCE OF ROMANIA

Signature

Place

Date

For the MINISTRY OF DEFENCE OF THE SLOVAK REPUBLIC

Signature

Place

Date

For the MINISTER OF DEFENCE OF THE REPUBLIC OF SLOVENIA

Signature

Place

Date

For the MINISTER OF DEFENCE OF THE KINGDOM OF SPAIN

Signature

Place

Date

For the FÖRSVARETS MATERIELVERK OF THE KINGDOM OF SWEDEN

Signature

Place

Date

The European Defence Agency

Signature

Place

Date

ANNEX 1

Principal organisations

The principal organisations in charge of the execution of the 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>Belgian cM</u>	The Minister of Defence of the Kingdom of Belgium Public Market Division
<u>Bulgarian cM</u>	
<u>Croatian cM</u>	Ministry of Defence of the Republic of Croatia Material Resources Directorate
<u>Cypriot cM</u>	Ministry of Defence of the Republic of Cyprus
<u>Czech cM</u>	Ministry of Defence of the Czech Republic Armaments and Acquisition Division
<u>Finnish cM</u>	Finnish Defence Force Logistics Command
<u>French cM</u>	
<u>German cM</u>	Federal Ministry of Defence A III 2 – Land Combat Systems P.O. Box 13 28 53003 Bonn Germany Mail: bmvgaiii2@bmvg.bund.de
<u>Greek cM</u>	

<u>Hungarian cM</u>	
<u>Irish cM</u>	The Department of Defence Ireland Station Road Newbridge Co Kildare Republic of Ireland
<u>Italian cM</u>	
<u>Latvian cM</u>	
<u>Lithuanian cM</u>	
<u>Luxemburguese cM</u>	
<u>Maltese cM</u>	HQ Armed Forces of Malta Luqa Barracks Luqa – VLT 2000
<u>Dutch cM</u>	
<u>Norwegian cM</u>	Norwegian Defence Material Agency (FMA) Grev Wedels plass 1 0151 Oslo Norway forsvarsmateriell@fma.no
<u>Polish cM</u>	Armament Agency Krolewska 1/7, 00-909 Warsaw, Poland e-mail: au@mon.gov.pl
<u>Portuguese cM</u>	
<u>Romanian cM</u>	General Directorate for Armaments
<u>Slovakian cM</u>	
<u>Slovenian cM</u>	Ministry of defence of Republic of Slovenia Vojkova 55, 1000 Ljubljana, Slovenia

<u>Spanish cM</u>	
<u>Swedish cM</u>	

ANNEX 2

PAMG MEMBERSHIP

cMs	PAMG representatives
<i>Name of cM</i>	<i>Name, address, contact data</i>
<u>Austrian cM</u>	Representative: ObstdG Markus KOHLWEG Ltr MVB/Rüst markus.kohlweg@bmlv.gv.at Abteilung Rüstungsplanung Rossauer Lände 1 A - 1090 Wien
<u>Belgian cM</u>	Representative: Maj (OF-3) MAB GORA Pascal Pascal.gora@mil.be +32 (0)2 44 16 108 MRMP-L/A Quartier Reine Elisabeth – bloc 4 (box 29) Rue d'Evere, 2 B-1140 Brussels
<u>Bulgarian cM</u>	Representative:
<u>Croatian cM</u>	Representative: Colonel Đuro Pažin djuro.pazin@morh.hr Head of Ammunition and CBRN Protection Equipment Division Acquisition and Modernization Department/Material Resources Directorate Ministry of Defence of the Republic of Croatia
<u>Cypriot cM</u>	Representative: Major SOCRATOUS Socrates Ministry of Defence Strovolou Avenue 172-174, 2048 Nicosia Cyprus nadspoc@mod.gov.cy

<u>Czech cM</u>	Representative: Katerina Lisanikova lisanikovak@army.cz Armaments Cooperation Unit Armaments and Acquisition Division Ministry of Defence of the Czech Republic náměstí Svobody 471/4, 160 01, Prague 6
<u>Finnish cM</u>	Representative: Mr Jesper Eklund Finnish Logistic Command +358299570378 jesper.eklund@mil.fi
<u>French cM</u>	Representative:
<u>German cM</u>	Representative:
<u>Greek cM</u>	Representative:

<u>Hungarian cM</u>	Representative:
<u>Irish cM</u>	Representative: Brendan Fitzgerald e-mail: Brendan.Fitzgerald@dfa.ie, Address: Station Road, Newbridge, Co.Kildare, W12 AD93
<u>Italian cM</u>	Representative:
<u>Latvian cM</u>	Representative:
<u>Lithuanian cM</u>	Representative:
<u>Luxemburguese</u>	Representative:
<u>Maltese cM</u>	Representative: Keith Mizzi Integrated Logistics Branch HQ Armed Forces of Malta Luqa Barracks Luqa VLT 2000keith.mizzi@gov.mt
<u>Dutch cM</u>	Representative:
<u>Norwegian cM</u>	Representative: Martin Blom Norwegian mission to the EU Martin.Blom@mfa.no
<u>Polish cM</u>	Representative: Grzegorz Borysewicz Permanent Representation of the Republic of Poland to the European Union Rue Stevin 139, 1000 Brussels, Belgium grzegorz.borysewicz@msz.gov.pl Grzegorz Borysewicz Permanent Representation of the Republic of Poland to the European Union Rue Stevin 139, 1000 Brussels, Belgium

	grzegorz.borysewicz@msz.gov.pl
<u>Portuguese cM</u>	Representative:
<u>Romanian cM</u>	Representative: Gabriel DIACONESCU gabriel.diaconescu@dpa.ro, +40722596999
<u>Slovakian cM</u>	Representative:
<u>Slovenian cM</u>	Representative: Mr Uroš Korošec, Address: Vojkova 55, 1000 Ljubljana, Slovenia e-mail: Uros.Korosec@mors.si
<u>Spanish cM</u>	Representative:
<u>Swedish cM</u>	Representative:

EDA

Constantin CIOCIRLAN
European Defence Agency
Rue des Drapiers 17-23
1050 Brussels
Belgium
Email: Constantin.Ciocirlan@eda.europa.eu

ANNEX 3

[Template]

Written Order (WO)

**in the framework of the Project Arrangement N° B.PRJ.CAP.1269 and
Framework Agreement No. signed between EDA and [contractor name]**

Subject: Ordering ammunition pursuant to Section 5 of the Project Arrangement N°
B.PRJ.CAP.1269

Ordering Entity (OE):(full name)

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

Requesting Ordering Entity's order reference number.....

**(Where applicable) Contribution Agreement for Union financial instruments reference
number.....**

(Where applicable) To: European Defence Agency (EDA)

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

Ammunition						
Name			Type		NATO Stock Number (NSN)	Quantity (rounds)
Level 1	Level 2	Level 3	Name & abbreviation			
[Anti Tank Ammunition]	[recoilless rifle grenade]	[Carl Gustav 84 mm]	[High Explosive]	[HE]	[1315-17-042-149]	[150]
			[Training Practice Round]	[TPR]		
Total						[AA]

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

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

ANNEX 4

MAIN CATEGORY	SUBCATEGORY – LEVEL 1	SUBCAT. – LEVEL 2	SUBCAT. LEVEL 3
AMMUNITIONS	TA – Tank Ammo	120 mm	
AMMUNITIONS	AA – Artillery Ammo	AA 155 mm	ROUNDS
			CHARGES
			FUZES
			PRIMERS
AMMUNITIONS	MA – Mortar Ammo	MA 60 mm	
		MA 81 mm	
		MA 120 mm	
AMMUNITIONS	ACA – Auto Cannon Ammo	ACA 25 mm	
		ACA 30 mm	
		ACA 35 mm	
		ACA 40 mm	
AMMUNITIONS	SAA – Small Arms Ammo	SAA 5.56 mm	
		SAA 7.62 mm	
		SAA 8.6 mm	
		SAA 9 mm	
		SAA 12.7 mm	
ANTI-TANK AMMUNITIONS	ATAM – Anti-Tank Ammo	Recoilless Rifle Ammo	Various types
		RPGs Ammo	

ANNEX 5

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.1269

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

Represented

By _____

INTENDS TO:

- participate as per para. 10.5 of this PA to new or running “CPoA”-Projects or activities;
- accept the provisions of this PA;
- contribute to new or running “CPoA”-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: _____