

**September 19, 1989**  
**Implementing Agreement between United States  
Department of Defense and Italian Ministry of  
Defense, 'Italy - US  
(about Patriot)'**

**Citation:**

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**Summary:**

Implementing agreement for the Patriot system between Italy and USA. Attached also correspondence between Secretary of Defense Cheney and Minister of Defense Martinazzoli.

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**IMPLEMENTING AGREEMENT**

**ITALIA - USA**

**PER**

**PATRIOT**

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ARTICLE 1

OBJECTIVE

1.1 The Secretary of Defense, on behalf of the Department of Defense of the United States of America, hereinafter referred to as "the US," and the Minister of Defense, on behalf of the Ministry of Defense of the Italian Republic, hereinafter referred to as "IT," referred to together as "the Parties," have concluded a Memorandum of Understanding on Cooperative Measures for Enhancing Air Defense in Italy, hereinafter called "the MOU". In the MOU the Parties have agreed that an implementing agreement to the MOU will be negotiated which will include the details necessary to implement the text of the MOU. This document constitutes that implementing agreement.

1.2 Based upon the above considerations, the program will enhance the air defense in the European Theater of NATO.

1.3. The objective of this document, referred to hereinafter as the "Implementing Agreement" (IA), is to provide the necessary details for the implementation of the MOU.

1.4. Definitions: Definitions of terms used in this IA are contained in Annex 1.

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ARTICLE 2

SCOPE

2.1. This article describes the program to which the Parties have agreed to for implementation of the MOU.

2.2. The list of undertakings is agreed as follows:

2.2.1. The US will provide to IT 20 PATRIOT Radar Sets (RS), 20 PATRIOT Engagement Control Stations (ECS), and 4 PATRIOT Information Coordination Centrals (ICC). This PATRIOT Peculiar Equipment (PPE) will be provided less certain US Government Furnished Equipment (US/GFE), as defined in the Materiel Transfer Plan (MTP). The US will transfer title of this equipment to IT upon completion of all obligations set forth in this IA.

2.2.2. In return for the US providing PATRIOT equipment, IT will provide the following to the US:

2.2.2.a. The use of the following IT owned equipment: 4 Spada detection centers, 12 SPADA firing sections, 288 Aspide Missiles (plus 42 for lot acceptance) plus 16 SK/T40L70 FF systems (each consisting of 1 Fire Control Station (FCS) SKYGUARD and 2 Twin 40L70 Fast Forty gun mountings and related ammunition) to complement the SPADA for the purpose of defending bases used by US forces in Italy.

2.2.2.b. Operation and support, and equipment upgrades required to maintain system effectiveness and maintain standard IT force configuration for the

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SPADA and SK T40L70 FF systems for no less than 15 years, as defined in article 11.1.2. of this IA.

???? The US will assist IT with the cost of upgrading the US SHORAD force by waiving certain Non-Recurring Cost (NRC) charges as described below.

To the extent that IT provides/performs upgrades to the US SHORAD force, the US will waive an equivalent amount of US NRC recoupment charges applicable to IT purchases or production of modifications to PATRIOT, to the extent such changes are available to be waived over the 15 year life of the MOU and IA.

The US will provisionally waive all NRC recoupment charges for IT T upgrades subject to performance by IT during the life of the MOU and IA of upgrades to the SHORAD equipment used by the US SHORAD force.

The Steering Committee will review the achievement by IT of appropriate SHORAD upgrades at a minimum of every three years or upon the call of the Steering Committee and will report to the Parties its recommendations about continuing this arrangement or taking other action.

The amount to be credited to Italy for these costs of upgrades of the US SHORAD force will include a prorata share of the IT research and development investment applicable to the upgrade in question as well as the hardware and software costs of the upgrade and will be adjusted to take into account the percentage of the usefull life of the upgrade to be utilized during the life of the MOU and IA.

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2.2.3. In addition, IT will provide IT common military equipment (IT/CME) and is authorized to acquire or produce in Italy Missile Rounds (MR), Launching Stations (LS), and Communication Relay Groups (CRG) sufficient for 20 PATRIOT Tactical Fire Units. IT intends to purchase or produce and the US intends to sell or authorize the production of these specific elements of the US designed PATRIOT system in IT under the specific terms contained in article 5 of this IA. The number of PATRIOT elements allowed for acquisition and production in IT is 1280 PATRIOT MR, 160 LS, and 12 CRG, (which will be sufficient for deployment of 20 tactical PATRIOT Fire Units (FU) ) plus ancillary equipment and additional Italian produced or procured elements as required for PATRIOT training and maintenance, plus MR needed for lot acceptance, production, monitoring, tests and firings. PATRIOT system elements produced in Italy will be produced in accordance with the US Technical Data Package (TDP) as modified in accordance with Article 7, taking into account Italian requirements and the integration of IT/CME.

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2.3. IT agrees to maintain a common software configuration, except as required for diagnostics of IT/CME, with all other NATO PATRIOT users. IT further agrees to pay a prorata share of PATRIOT engineering services. Cost sharing for engineering services required to maintain engineering support during production and delivery of hardware is calculated annually based upon a percentage of the production under contract for each nation participating in the production. Cost sharing of post production engineering services support to maintain readiness and insure reliability and performance of the PATRIOT missile systems will be calculated based on the ratio of the total systems procured by each nation participating in the production to the total number of systems procured for all users. Software updates will be developed as a part of the engineering services activity.

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2.4. The US and IT recognize that direct contractual arrangements may be made between IT and US industries in furtherance of acquisition and production, hereinafter referred to as "the Program," and such arrangements will be subject to and governed by the terms of this IA as specified below:

2.4.1. This IA will be incorporated by reference in such arrangements for the program and all such arrangements and contracts will be subject to the prior approval of each Government in accordance with its respective laws, regulations, and policies.

2.4.2. To the extent permitted by US laws, regulations, and policies, the US will use its best efforts to facilitate the negotiation of such contracts provided they are consistent with this IA.

2.5. IT will furnish to the US timely notice of proposed changes to the items or delivery schedules of items to be purchased in the US which may affect the US supplier's production and/or delivery schedules. The US agrees to use its best efforts to provide IT timely notice of changes to the items or delivery schedules of items to be provided under this agreement or purchased under foreign military sales (FMS) procedures.

2.6 The US will:

2.6.1. Authorize, to the extent it may do so without incurring liability to third parties, IT, and its selected contractors, to buy or reproduce required and authorized US owned special tooling, test equipment, or production facilities used in the manufacture of PATRIOT elements. Any cost involved will be paid by IT.



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2.6.2. Make available US owned special tooling and industrial facilities, when in use in plants of its manufacturers, on a full rental basis for use in production of the IT PATRIOT system. Use of tooling and facilities is contingent upon the conditions that they are not required to meet US needs and that the components being manufactured are approved for IT production. The US will endeavor to give timely notification to IT in the event of such articles being required to cover the needs of the US. No liability incurred by IT will be imposed on the US in respect to any additional costs involved.

4.7. Except as may be otherwise authorized in writing by the US, IT will keep all PATRIOT equipment and technical data in its own possession and control and will not transfer title to, or possession of, or control of, such equipment or technical data or anything produced with that equipment or technical data to anyone who is not an officer, employee, agent or properly authorized contractor of the US, Italy, Federal Republic of Germany, the Netherlands, or of the NATO Maintenance and Supply Organization (NAMSO).

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**ARTICLE 3****PATRIOT**

3.1. The 20 PATRIOT RS, 20 ECS, and 4 ICC, less certain US/GFE, referred to in article 2.2.1, will be delivered in accordance with the following schedule. The PATRIOT equipment will be delivered under conditions specified in this article. Minor revisions to the delivery schedules will be agreed upon between the program managers. Major changes to the delivery schedule will be referred to the Steering Committee as defined in article 9.4.4. Major changes are defined as any change to which the program managers cannot agree. IT agrees that the PATRIOT system, and related supplies, and services provided to IT and Italian industries or PPE produced under this IA will not be sold or transferred to, or used by, any third country, person, or organization without the prior written consent of the US.

**3.1.1. RS.**

Calendar Year	1992	1993
Quantities.	11	9

**3.1.2. ECS.**

Calendar Year	1992	1993
Quantities.	11	9

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**3.1.3. ICC.**

Calendar Year	1992	1993
Quantities.	3	1

**3.2. Spares:**

Spares support for US provided PATRIOT equipment, both initial and follow-on, is the responsibility of IT.

**3.3. Documentation:**

3.3.1. Initial issue of technical manuals and other documentation (e.g., technical bulletins, lubrication orders, and modification work order publications) that are normally provided with US equipment will be provided at US expense for items specified in article 2.2.1.

3.3.2. Procurement of follow-on publications and changes is the responsibility of IT. Department of Army publications may be procured through FMS procedures.

**3.4. Configuration:**

The US provided PATRIOT hardware and software will be in the US configuration that is current at the time of contract award.

???The IT provided SHORAD hardware and software will be in the IT configuration that is current at the time of contract award.

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**3.5. Services:****3.5.1. Transportation:**

US PATRIOT equipment provided pursuant to article 2.2.1. will be delivered Freight on Board (FOB) at the US production facility. IT, at its expense, will be responsible for all transportation of this equipment in accordance with the Material Transfer Plan (MTP).

**3.5.2. Packing, Crating, and Handling:**

The US will assure packing, crating, and handling in accordance with the US standards. The US will bear packing, crating, and handling costs for equipment provided pursuant to article 2.2.1.

**3.5.3. GFE Integration and System Integration and Checkout (SICO):**

For the equipment provided pursuant to article 2.2.1, IT will conduct GFE integration and SICO and provide all other services as required. IT will bear the cost of engineering and US Government support services required to support US provided PATRIOT equipment during system integration. Contractor support may be procured through contracts with US industry or through FMS procedures. US Government support must be purchased through FMS. GFE and SICO phase will be performed in Italy and will include search and tracking trials, a two way link with the NATO Air Defense Ground Environment (NADGE) system, communications,

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transportability, complete system checkout to include simulation of firing. The final firing phase will be done at US ranges pursuant to Article 6.

#### **3.5.4. Property Accountability and Logistics:**

Responsibilities for US provided PATRIOT equipment specified in article 2.2.1. are as follows:

3.5.4.a. Until such time as title of the US PATRIOT provided equipment has been transferred to IT, property accountability will be governed by the principles contained in AR 735-5, Basic Policy and Procedures for Property Accounting, and other related publications.

3.5.4.b. The US will designate a US "accountable officer" in IT to maintain appropriate formal property records for US provided equipment until such time as ownership of that equipment is transferred to IT.

3.5.4.c. IT will designate a "responsible officer" as defined in AR 735-5 to act as the central point of contact to provide for the care, custody, and safekeeping of the US provided property. Property accountability will be carried out in accordance with the appropriate IT procedures.

3.5.4.d. The US will transfer physical custody of the equipment to the IT responsible officer by means of an appropriate document (format in accordance with mutually accepted procedures).

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3.5.4.e. IT will provide the US accountable officer the information and support which is necessary to maintain required US property accounts.

3.5.4.f. US provided PATRIOT equipment, which must be replaced, for any reason not covered by contractor provided warranty, over the period of the MOU will be paid for by IT outside the provisions of this IA.

3.5.4.g. As this is a unique arrangement between the Parties, detailed standing operating procedures will be prepared by the US accountable and IT responsible agencies. Waivers or deviations from present national requirements necessary to implement these procedures must be obtained by the respective nations.

3.5.4.h. Any storage of US provided PATRIOT equipment after delivery as specified in paragraph 3.5.1. will be the responsibility of IT. The US will use its best efforts to ensure that IT has the latest storage procedures.

### 3.5.5. Training

3.5.5.a. IT is responsible for providing training for IT Air Force (IAF) personnel to operate and maintain the US provided and IT provided PATRIOT system hardware.

3.5.5.b. Individual training of intermediate maintenance (IM) personnel and operational/technical personnel for the first two Battalions will be conducted at the US Army Air Defense Artillery School (USAADASCH) and the US Army Ordnance Missile and Munitions Center and School (USAOMMCS) as requested by IAF and mutually agreed upon in accordance with appropriate FMS procedures. Prosecution

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of training related to the remaining two Battalions' personnel will be decided at later point of time.

3.5.5.c. U.S. Army Missile Command (USAMICOM) will provide support and assistance as requested by the IAF and mutually agreed upon under appropriate FMS procedures. Should IAF determine that there are requirements for purchase or lease of GFE for PATRIOT training, USAMICOM will provide such GFE as is available in accordance with appropriate FMS procedures.

3.5.5.d PATRIOT programs of instruction may be modified, when mutually agreed by both Parties, to best meet IAF student requirements.

3.5.5.e. US ARMY will provide all PATRIOT peculiar Military Occupational Speciality (MOS) training as requested by IAF and mutually agreed upon in accordance with appropriate FMS procedures. In addition, IAF requirements for facilities for tactical and training device (TTD) hardware and/or requests for additional PATRIOT hardware assets to support IAF training shall be provided as available in accordance with appropriate FMS procedures.

3.5.5.f. Any other logistical, technical, and/or administrative services, related to IAF training equipment and personnel, to be provided by US ARMY organizations, will be arranged in accordance with appropriate FMS procedures.

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**ARTICLE 4****SHORAD SYSTEMS**

4.1. Pursuant to article 2.2.2., this article sets out the arrangements for the deployment, operation, support, and infrastructure for those personnel and equipment elements of the SPADA and SK/T40 L70 FF forces which are assigned to defend bases in Italy used by US forces, referred to hereafter as "the US SHORAD force." This article also provides for establishing the initial US SHORAD force operational capability and for sustaining that capability throughout the life time of the MOU.

4.2 The Parties agree that the US SHORAD force will be manned, equipped, supported, operated, and upgraded at IT expense according to the same standards used for Italian SHORAD units in accordance with ACE Forces Standards for NATO Command A-1 forces. Further details of the arrangements will be established in supplementary operational guidance developed by the US Air Force (USAF), US Army (USA), US Navy (USN), and the Italian Air Force (IAF), provided all such details are consistent with this Implementing Agreement.

**4.3 Organization:****4.3.1. Composition of the US SHORAD Force:**

4.3.1.a. The US SHORAD force will be comprised of four tactical units and proper Command, Control, and Communications (C<sup>3</sup>). Each tactical unit will consist of three SPADA firing sections consisting of two launchers each, one SPADA



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detection center and four SKYGUARD and four SK/T40L70 FF gun systems (8 guns) to complement the SPADA system. Each SPADA firing section will have 24 missiles (one load and one re-load). The tactical units will be under the command of the IT Commander responsible for implementing directives concerning operational planning, training, and support.

4.3.1.b. The US SPADA force will consist of four SPADA batteries, each consisting of 35 operational personnel (3 operations officers, 1 technical officer, 10 operational non-commissioned officers and 21 technical non-commissioned officers. The SK T40L70 FF force will consist of four batteries (4 FCS SKYGUARD plus 8 T40L70 FF gun mountings per battery) each consisting of 24 personnel. (1 Company Commander, 8 operators for SKYGUARD, 8 operators for Breda guns, 1 maintenance chief, 2 mechanics for SKYGUARD, 2 mechanics for Breda guns, and 2 generator operators) The C3 for each SHORAD unit will consist of 10 personnel (1 officer, 3 mechanics, and 6 operators). IT will provide and train these personnel to operate and maintain the US SHORAD force, as well as such personnel for the tasks within the MOD, HQs, and tactical units necessary to maintain the required readiness posture and availability standards.

#### **4.4. Force Buildup, Locations, and Deployment Plan:**

4.4.1. The US SHORAD force will be based in peacetime on or in the vicinity of the four initial operating bases which are to be protected. The bases to be protected are Sigonella, Aviano, Camp Darby and a fourth base yet to be mutually determined.

4.4.2 . Deployment of the four SHORAD tactical units is planned as follows: one tactical unit in the middle of 1992, one tactical unit at the end of 1992, one

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tactical unit in the middle of 1993, and the last tactical unit on a date to be determined, depending on the date the fourth site is selected. (Two years lead time is required by IAF to deploy the final unit).

4.4.3. Redeployment, within this IA duration, of one or more SHORAD units on IT bases may be made on a case by case basis as mutually agreed, in IT territory, to include islands if they appear to be endangered by external potentially hostile forces.

#### **4.5 Manning and Equipment:**

4.5.1. Training of personnel assigned to man the US SHORAD force will be completed prior to the equipment deliveries stated in article 4.4.2. Manning standards will be consistent with ACE Forces Standards for NATO Command A-1 forces. Assignment of personnel to the US SHORAD force will coincide with the equipment deliveries as provided in article 4.4.2., to ensure that personnel are trained prior to the delivery of the equipment. Manning will be specified in the operational and training procedures for SHORAD forces. The ITAF will report at least quarterly, the manning levels of the US SHORAD forces to Headquarters US Air Force Europe (USAFE), Headquarters US Navy Europe, (NAVEUR), and Headquarters US Army Europe (USAREUR), in accordance with mutually agreed upon procedures by those headquarters.

#### **4.6. Infrastructure:**

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4.6.1. Infrastructure for the US SHORAD force will be provided by IT and will meet standards and criteria established for IT SHORAD forces for peace, war, and exercises.

4.6.2. Any land acquisition required to station the US SHORAD force will be at the expense of and the responsibility of IT.

#### **4.7. Operational Principles:**

4.7.1 Employment: Employment of the US SHORAD force will be in accordance with existing US/IT agreements based on the guidelines of Supreme Allied Commander, Europe (SACEUR) SUPPLAN 10001D.

4.7.2 Readiness: The US SHORAD force will maintain readiness standards according to ACE Forces Standards for NATO Command A-1 forces. Equipment operational readiness rates will be specified in the operational and training procedures for US SHORAD forces as mutually agreed upon by the US and IT Commanders.

#### **4.7.3. Command, Control, and Communications:**

##### **4.7.3.a. Operational Command and Control US SHORAD Force:**

The US SHORAD Force, operated by Italian Air Force personnel, will be assigned to NATO in peacetime and wartime as NATO command forces.

Therefore the chain of command will be the following:

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- **Operational Command (OPCOM) by Commander in Chief South (CINCSOUTH) through the Commander Air South (COMAIRSOUTH);**
- **Operational Control (OPCON) by COMAIRSOUTH delegated to Commander Fifth Allied Tactical Air Force (COMFIVEATAF).**
- **Rules of Engagement (ROE) will be in accordance with NATO Integrated Air Defense (NATINAD) procedures.**
- **Assignment and withdrawal of any or all weapon systems to/from NATO, declared by U.S. authorities, will be subject to a US/IT bilateral agreement to be negotiated.**

#### **4.7.3.b. Tactical Control.**

**Tactical Control (TACON) will be retained by the appropriate Sector Operations Center/Control and Reporting Center (SOC/CRC) in accordance with relevant NATO directives. In case of loss of communications or autonomous operations, TACON will be exercised by the IT Commander, in accordance with the operational needs of the US Commander.**

**The IT Commander will develop Standard Operating Procedures (SOP) for deployment and employment of the SHORAD Force at each operating location in accordance with NATO directives. SOPs must be mutually agreed by the US and IT Commanders.**

#### **4.7.3.c. Command.**

**The IT Commander, or his designated representative, the Battery Commander, will command the SHORAD unit. Physical arrangement/location will be determined**

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through coordination with the US Commander. These arrangements will be in accordance with the operational needs of the US Commander.

**The SHORAD Commander will:**

- determine initial ready sites and war positions;
- determine sectors of interest for the fire units;
- coordinate with local Air Traffic Control (ATC) elements of the wing on friendly air traffic;
- execute weapons control orders issued by the Air Defense Commander at the SOC/CRC;
- coordinate with neighboring weapon systems;
- evaluate the local air situation;
- Initiate local air raid and attack warnings to Base Operations Center (BOC):

A US Command representative position will be established in the BOC in order to keep the US Commander informed about the air situation, kills, personnel and equipment status, sustained operations, amount of ammunition, etc.

4.7.3.d. Communications:

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IT will provide for communications internal and external to the SHORAD tactical units according to standards established for IT SHORAD forces.

#### 4.8. Training:

4.8.1. Training of personnel employed in the US SHORAD force will conform to Italian training standards current for Italian forces at the time training is approved and conducted. Each unit will complete live firing under normal Italian arrangements .

4.8.2. As a minimum, the US SHORAD force will be prepared to support NATO tactical evaluations (TAC EVALs) and US operational readiness inspections of their respective operating bases. In addition, the US SHORAD force, at IT expense, will be prepared to support the major local unit exercises required by the appropriate US Command-(normally four per year).

4.8.3. Requests for additional exercise deployments beyond those in article 4.8.2 above, will be coordinated between the local US Commander and the IT Commander.

4.8.4. The Parties will conduct joint evaluations of the US SHORAD force to ensure operational readiness. Evaluation standards and procedures will be jointly developed by the Parties.

#### 4.9. Logistic Support:

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4.9.1. Logistic support of the US SHORAD force, including repair, engineering support, transportation, and all levels of maintenance, will be provided by IT, in accordance with the established procedures within the logistics support system of the IAF.

4.9.2 When configuration changes are made, US SHORAD force equipment and IAF SHORAD equipment will be upgraded in the same priority in which initial deployments were made.

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## ARTICLE 5

### TECHNICAL DATA PACKAGE (TDP)

5.1. Release and transfer of technical data will be in accordance with US and IT laws, regulations, and US written policies and/or procedures.

5.2. The US will furnish or authorize US industries to furnish, within written policies and regulations, to the extent that it has the right to provide data without incurring liability to others, US owned technical data to IT or its authorized industries. Technical data will be provided for evaluation, production for certain PATRIOT elements as specified in Annex 2, certification, operation, testing, maintenance, repair, and overhaul of the PATRIOT system and for training of the personnel necessary to operate and maintain the PATRIOT system. Charges to IT will include cost of reproduction and handling as required by applicable US laws, regulations and US written policies. Annex A contains the complete list of PATRIOT system hardware.

5.3. To the extent it can do so without incurring liability to third parties, the US grants to IT the right to use the technical data transferred under this IA for evaluation, production for certain PATRIOT elements as specified in Annex 2, maintenance, operation, repair, test, and overhaul of the PATRIOT system, and for training of PATRIOT personnel.

5.4. For technical data, patented inventions, and licenses for which US is not able to obtain those rights described in article 5.3., the US will use its best efforts to facilitate IT negotiations with third parties to obtain license rights on fair and



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reasonable terms, to produce or have produced in IT the PATRIOT equipment specified in this IA. IT agrees to indemnify the US against any liability from a claim resulting from the use by IT of such technical data.

5.5. US will use its best efforts to provide IT technical data that are as accurate, adequate, current, and complete as it has for itself. However, the US does not guarantee the accuracy, currency, or completeness of these data. Similarly, the US does not guarantee the accuracy, adequacy, currency, or completeness of any data provided by US industry. If during the IT manufacturing program, additional data are necessary beyond that already provided pursuant to Annex 2, which has been authorized for release under this IA, it will be the responsibility of IT to obtain the additional data. IT PATRIOT Program Manager will notify the US PATRIOT Program Manager who will, if necessary, use his/her best efforts to assist in obtaining the data in accordance with US laws, regulations, and written policies.

5.6. US industry is solely responsible for guarantees concerning the accuracy, adequacy, and completeness of any documentation which it provides under contract to IT or IT industry in support of the Program. Similarly, liability for procurement, manufacture, use, or sale by IT or IT industries, which use any such documentation, or for any results derived from its use, is a matter for resolution solely with US industry.

5.7. IT agrees that all technical data, information, and documentation provided by the US in accordance with this IA, or by US manufacturers, and products derived from the use of such information or documentation, will be used only for the purposes of this IA, except as otherwise provided in article 2.7., and will not be transferred to any third country's firm, nation, organization or individual without

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the prior written approval of the US. IT may release the technical data, information, and documentation to its in-country selected contractors provided that each authorized recipient will be placed under a legally binding agreement not to further disclose or use such technical data, information, or documentation for any purpose other than the purposes of this IA without the prior written approval of the US.

5.8. The following statement will be added to all IT Government and commercial contracts for production of the PATRIOT system: "All items produced in Italy will be identified by appropriate markings and designations as described in the technical information furnished, identifying their sources. "

5.9. The data provided under this IA are the same as the US uses in procurement of PATRIOT. The US will not be held responsible for any problems that may develop through IT use.

5.10 Existing interface control drawings and specifications for US/GFE will be furnished to describe requirements for adapting IT/CME for use with PATRIOT equipment made available to IT. Where existing documentation is insufficient to completely describe the requirements, the US will sell under FMS procedures, as requested and mutually agreed, technical data support such as special studies and investigations, special reports, interface explanations, and other technical information.

5.11 Technical data will also be provided for study purposes to determine whether some PATRIOT components might be manufactured by IT industry for the US and IT PATRIOT programs. Use of such US technical data for manufacture of PATRIOT components for the US under contract or subcontract with a US firm requires no

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authorization other than the award of a contract for such manufacture. Separate US approval is required for such manufacture of PATRIOT components for IT or third parties. IT requests for such approval will be considered in a timely manner. In the event that such approval is granted, a letter will be issued to document the approval and to provide, in accordance with article 5.1., any technical data required.

5.12 The use of all technical data (other than those provided pursuant to article 5.11.) provided pursuant to this IA will be limited to those required for the specifically authorized manufacture of equipment and for its operation and maintenance. IT agrees that, unless specific authorization is provided in writing by the US, technical data will not be used for production of PATRIOT items other than those listed in Annex 2 that are coded as eligible for production.

5.13. Written authorization is required for manufacture of PATRIOT components. Such manufacture may be accomplished by IT either in its own government owned or government operated facilities or in designated private commercial facilities in IT. Any such manufacture of those specific PATRIOT components will be for use of either of the Parties, the Netherlands, Germany, or NAMSOC, or for other use as may be subsequently agreed.

5.14. Production Reporting/Validation. IT agrees to provide periodic reporting of quantities of defense items produced under the MOU and will permit US Department of Defense personnel access to government and contractor facilities, storage sites and those records necessary to verify production quantities, as well as control of technical data and other implementation requirements of the MOU. Such access, if required, will be permitted when mutually convenient, but within a

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reasonable period of time after the request. Visits will be accomplished under established visit procedures.

#### **5.15 Data Flowback:**

5.15.1. In consideration of the value of technology contained in the technical data which are transferred to IT and its industries pursuant to this IA, IT will furnish or cause to be furnished the technical data in the following categories which are derived from the use of such US technical data to the US at no cost other than the cost of reproduction, and handling:

5.15.2. All technical data pertaining to changes, modifications, and improvements in design of the PATRIOT made in the course of development, certification, evaluation, production, operation, and maintenance of PATRIOT

5.15.3. All technical data pertaining to manufacturing processes employed in the production of PATRIOT elements as specified in Annex 2

5.15.4 Technical data pertaining to changes proposed but not adopted.

5.15.5. Notwithstanding articles 5.15.2.,3.,4., if IT incorporates an existing commercial item without modification other than for interface purposes of either the item or PATRIOT and if: the item is not based in whole or in part on US technical data or on US design: and the item is not in whole or in part funded or financed by IT directly or indirectly: and there is no development contract or subcontract between IT and the supplier, then IT will only be required, to the extent that it has the right to do so without incurring liability to others, to provide to the US sufficient

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information for the US to evaluate the item, to procure it, to incorporate it into the system, and to operate, maintain, repair, overhaul, and modify it.

5.15.6 IT will grant or cause to be granted to the US a nonexclusive, irrevocable, royalty free license to use and have used for US defense purposes, including security assistance, the technical data defined in articles 5.15.2.,3.,4., and any inventions (whether or not patentable) made in the course of activities covered by this IA without cost. Additionally, IT will use its best efforts to obtain licenses, on fair and reasonable terms, for the US to use and have used the technical data defined in article 5.15.5. and patented inventions depicted in such technical data for US defense purposes, including security assistance.

5.15.7 For the purposes of this article 5.15. "PATRIOT" will be taken to mean those elements identified in Annex 2, including PATRIOT Radar Sets, PATRIOT Engagement Control Stations, PATRIOT Information Coordination Centrals, PATRIOT Missile Rounds, PATRIOT Launch Stations, and PATRIOT Communications Relay Groups less Italian Common Military Equipment (IT/CME). However, any changes to interfaces of IT/CME due to use of PATRIOT technical data will be flowed back to the US. Regarding IT/CME, the US will receive sufficient data to evaluate and be permitted to acquire whatever may result from these data, to receive sufficient data to incorporate it into the system and to operate, maintain, repair, overhaul, and modify it.

5.16. IT will include suitable provisions in all pertinent program contracts, including a requirement to include those same provisions in all subcontracts, to meet the requirements of this IA.

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**ARTICLE 6****PATRIOT MISSILE FIRINGS**

6.1 This article describes the procedures to be used for all PATRIOT missile firings by IT.

6.2. All PATRIOT missile firings will be done at either White Sands Missile Range (WSMR), New Mexico, for those firings involving maneuvering targets and sophisticated Electronic Counter Measures (ECM), or at McGregor Range in Fort Bliss, Texas. After IT range facilities have been approved for PATRIOT firings by US security authorities, the US agrees that they may be used for production monitoring/lot acceptance tests provided that adequate procedures have been jointly agreed between the US and IT.

6.3. Pursuant to FMS procedures the US will provide WSMR and McGregor Range facilities and services required by IT to conduct live fire demonstrations, lot validation firings, or annual service practice firings. Dates and durations of these firings will be arranged as far in advance as possible and will be dependent upon availability of ranges. Costs for the firings will be reimbursed by IT through FMS procedures.

6.4. IT will be responsible for providing first article inspection and lot acceptance results to US range personnel. Product assurance and range safety specifications must meet US standards for firing PATRIOT at the US range. Details of these requirements will be jointly developed during the initial stages of Italian PATRIOT production.

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## ARTICLE 7

### PATRIOT CONFIGURATION MANAGEMENT

7.1 With a view to their operation and logistical cooperation, the Parties will strive to minimize changes and to maintain a standardized configuration of the PATRIOT Peculiar Equipment (PPE) deployed in IT.

7.2. To achieve this aim, IT will participate in the process of system modification by furnishing a member to the US PATRIOT Project Manager's Configuration Control Board (CCB).

7.3. The US will inform IT of releasable potential product improvements, as well as other changes in hardware and software. As mutually agreed in the Steering Committee, IT may participate at the earliest possible stage in technical discussions and testing. To this end the Parties may select certain PATRIOT improvements for cooperative development, subject to the conclusion of separate agreements.

7.4 Details of configuration management are as follows:

7.4.1. Definitions applicable to configuration management are contained in Annex 1.

7.4.2. Principles:

A common hardware and software configuration of the PPE in IT and the US is essential for interoperability, interchangeability, and common support. The

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Parties therefore agree to join in configuration management for the PPE hardware and software in order to limit deviations from the common configuration to exceptional cases. It is the objective of the Parties that any changes to the PATRIOT system to accommodate IT equipment be made at the interface to the common configuration. Exceptions will be the subject of prior consultation between the Parties and may be considered in the Steering Committee on a case-by-case basis. Where a deviation must be made from the common configuration baseline, the change will be the responsibility of IT, but will be managed under common configuration management.

#### 7.4.3. Configuration Management:

The overall objective of configuration management is to ensure that hardware and software are defined both functionally and physically by drawings, specifications, and related documentation identifying the configuration to the lowest level of assembly required to assure repeatable performance, safety, quality, reliability, maintainability, interchangeability, supportability, and interoperability. Configuration management responsibilities are as follows:

##### 7.4.3.a Configuration Identification:

Responsibility for configuration identification of the common configuration rests with the US PATRIOT Project Manager.

##### 7.4.3.b. Configuration Control:



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7.4.3.b.1. Proposed hardware and software changes will be jointly evaluated and coordinated.

7.4.3.b.2. Participation in evaluation and coordination will encompass access to available information, design meetings, tests, field trials, and similar activities. Technical data will be made available in the same format used by the US PATRIOT Project Manager to exercise configuration control.

7.4.3.b.3. IT will be authorized to designate a permanent member on the US PATRIOT CCB. The CCB will function in accordance with US Army Regulation 70-37, Configuration Management. In cases where the US PATRIOT Project Manager indicates an intention to disagree with a position taken by the IT member in the CCB, the US PATRIOT Project Manager will, before taking a final decision on the matter, give timely consideration to the views of IT authorities, submitted within applicable time constraints to the US PATRIOT Project Manager in writing through the IT CCB member. Notwithstanding article 7.4.2., IT retains the right to accept or reject Engineering Change Proposals (ECP) for the equipment which has been delivered and to which it holds, or will hold, title in accordance with this IA.

7.4.3.c. Configuration Accounting:

Configuration accounting will be performed jointly.

7.4.3.d. Configuration Audit:

Responsibility for configuration audit will rest with the US PATRIOT Project Manager.

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**ARTICLE 8****COMMON PATRIOT LOGISTICS**

8.1. In order to reduce costs for logistics and to increase combat readiness of their air defense systems, the Parties will carry out in common logistical tasks for PATRIOT systems deployed in Europe to the degree that is mutually beneficial and feasible.

8.2. The Parties recognize the value of using NAMSA to support certain PATRIOT system hardware deployed in Europe. Therefore, IT intends to seek membership in the PATRIOT Weapons System Partnership, which is managed by NAMSA. This article is based on the assumption that the PATRIOT Weapon System Partnership Agreement will be amended to include Italian participation, **under conditions to be arranged at a later time and the terms of the Weapon System Partnership Agreement will establish the terms of that support.**

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**ARTICLE 9****GOVERNMENTAL ORGANIZATION**

9.1 The implementation and joint management of the MOU and this IA will be controlled by a Steering Committee, consisting of one senior US and one senior IT representative. These representatives may be supported by others as required.

9.2. The Steering Committee will meet at the request of either Party, but at least twice per year unless otherwise agreed. Meetings will be hosted alternately by the Parties and will be chaired by the senior representative of the host Party, who will also provide administrative support.

9.3. Steering Committee decisions must be based on unanimity of the two Senior Representatives. The Steering Committee will draft its own terms of reference (TOR).

9.4 In addition to tasks mentioned elsewhere in this IA, the Steering Committee will have the following tasks:

9.4.1. Issue regular reports of the progress made pursuant to this IA.

9.4.2. Seek ways to overcome problems which may arise in the course of implementation of the program.

9.4.3 In cases where the Steering Committee cannot reach agreement, they will raise such issues to appropriate national authorities.

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9.4.4. Consider proposals to change the MOU and IA and refer such proposals for consideration by appropriate national authorities.

9.4.5. Review and approve significant changes in the PATRIOT delivery schedule. Appropriate national program managers will inform the Steering Committee of such proposed changes.

9.4.6. Review and approve significant changes in the SHORAD delivery or deployment plans as developed by IT.

9.4.7. Monitor and maintain a record of the number of PATRIOT elements produced in IT under the provisions of article 2.2.3.

9.4.8. Determine in conjunction with the appropriate national authorities, the fourth base to be protected by the US SHORAD Force.

9.4.9. Maintain oversight of the transfer of technical and operational data between the Parties

9.4.10. Other duties as agreed.

9.5. In order to facilitate the implementation of the program at the executive level on both sides, each Party will make known to the other which of its entities is responsible for each part of this IA. The Parties will take all necessary steps to facilitate cooperation and exchange of information.

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9.6 For improving cooperation, each Party may set up a liaison office at the appropriate entity, or at cooperating industry of the other Party. Such liaison offices will be colocated and integrated with such entities to the extent necessary to fulfill their functions. Identifiable additional costs for a liaison office at the other Party's entities will be paid by the Party establishing the office. Services provided to Italian personnel for liaison purposes would be provided under FMS Procedures.

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**ARTICLE 10****SECURITY AND VISITS**

10.1 All classified material and information exchanged, held, or generated in connection with this cooperative program will be marked as set forth in the US security classification guide for PATRIOT, as amended, and in the IT security classification guide for the SHORAD systems as amended.

10.2. All classified information which may be provided or generated as part of this program will be safeguarded in accordance with the US/IT General Security Agreement of 4 Aug 1964, as amended 2 Sep 1988, and the US/IT Industrial Security Agreement of 27 Nov 1985, as amended 27 Jan 1988, and any successor security agreements which may hereafter be agreed to between the Parties.

10.3. Any items, plans, specifications, technical data, or other information classified and furnished by one Party to the other will be transferred through government channels and will be assigned a classification by the receiving Party which will assure a degree of protection equivalent to that required by the Party furnishing the information.

10.4. Information that is provided under the MOU or this IA by either Party to the other in confidence, or produced pursuant to a written joint arrangement involving the Parties and requiring confidentiality, will be assigned a classification designation by the recipient Party that will ensure a degree of protection against unauthorized disclosure equivalent to that required by the originator. To assist in providing the desired protection, the originator will mark such information furnished with a

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legend indicating that the information is of its origin, that the information relates to the agreement and that the information is furnished in confidence. The recipient Party will take necessary measures in accordance with applicable laws and regulations in order to ensure that information so received is not disclosed to unauthorized persons without the express consent of the originator.

10.5 The Parties will exercise due prudence, both prior and subsequent to award or approval of a contract or subcontract requiring or permitting access to classified information or materiel, in order to prevent the risk of unauthorized transfer of such information or materiel to a third country firm, national, or Government which, in the judgment of competent authorities, has ownership or control over the contractor or subcontractor, without the prior written consent of the government that originated the information or materiel.

10.6 Visits to military and industrial facilities will be made in accordance with national procedures of the host Party. Request for visits will be transmitted through channels established by the host Party. Lists of personnel representing each Party and their contractors who have an official need to make recurring visits in support of the program, will be submitted to the designated visit control office of the other Party. The lists will include information sufficient to identify each listed person, an assurance concerning security clearances of both the listed personnel and facilities they represent and a statement of government sponsorship in compliance with established national regulations. After approval of the lists has been received from the visit control office of the country to be visited, visits of listed personnel may take place through direct coordination between project offices.

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10.7. The respective responsibilities of the Parties regarding security procedures and the protection from disclosure or use of inventions, designs, or other information will continue irrespective of the expiration of this IA or the MOU.



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**ARTICLE 11****DURATION AND WITHDRAWAL**

11.1. Consistent with the provisions of this article, this IA will remain in force for the same period of time as the MOU.

11.1.1. The deliveries contemplated by articles 2.2.1. and 2.2.2. will be completed by 1993.

11.1.2. The fifteen year manning commitment for US SHORAD systems will be considered to have begun on that date which represents the average of all dates on which the US SHORAD units reach Initial Operational Capability (IOC).

11.1.3. The manning and operation of US SHORAD air defense systems contemplated in article 2.2.2.b. is currently scheduled to terminate on December 31, 2007. These dates are based on currently projected delivery schedules and on the undertaking of IT in the MOU to man and operate this equipment for 15 years. Should the delivery schedules in articles 4.4.2. change, the dates for termination of manning will be recomputed by the Steering Committee in accordance with article 1.1.2.

11.2. The Parties recognize, however, that unforeseen circumstances may necessitate withdrawal by either Party. Accordingly, each Party shall have the right to withdraw six months after providing written notice of its intent to withdraw to the other Party, providing that the withdrawing Party has initiated formal consultations in this regard with the other Party no less than six months prior to issuing such written notice. Upon termination of this IA, the MOU shall also

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terminate. The provisions of articles 2.7., 5., and 10. will continue in force subsequent to the expiration or termination of this IA. Letters of Offer and Acceptance (LOA) will be terminated in accordance with their provisions.

11.3. Should this IA and the MOU be terminated in accordance with paragraph 11.2., the Parties will enter into discussions in the Steering Committee for the following purposes:

11.3.1. To define the magnitude of any existing imbalance of investment by the Parties in connection with the MOU and IA; and

11.3.2. To define the magnitude of the direct costs which will be incurred by the non-withdrawing Party as a result of such withdrawal; and

11.3.3. To develop recommendations to the Parties concerning the financial liabilities of each and the disposition of all related equipment.

11.4. The amount of cost defined in paragraph 11.3. shall be payable by the appropriate Party to the other to the extent that the paying Party has authority and funds available to pay for such liability. Each Party will make its best efforts to ensure that such authority and funds are made available to it for this purpose.

11.5. The implementation of this agreement is subject to the availability of funds. To the extent that authorized and available funds are not sufficient to cover their obligations under this agreement, the Parties agree to seek the necessary authority and additional funds from their legislatures.

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**ARTICLE 12****LIABILITY AND INDEMNIFICATION**

12.1. Where applicable, claims against either Party or its personnel arising from either this IA or the MOU will be dealt with in accordance with the terms of Article VIII of the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces, of 19 June 1951 (NATO SOFA).

12.2. In any case where paragraph 12.1. is not applicable, and excluding normal wear and tear, IT agrees to hold harmless and indemnify the US, its officers, agents, or employees against:

12.2.1. Claims (including expenses of litigation or settlement) by third persons (including officials, military service members, employees, agents, or contractors of the US Government) for death, personal injury, or loss of, damage to, or loss of use of property;

12.2.2. Loss or damage to property of the IT Government and loss of use of such property;

12.2.3. Loss or damage to property of the US Government and loss of use of such property.

12.3. With regard to items and services sold under FMS procedures, the standard indemnification and hold harmless provisions of the LOA entered into for those sales will govern.

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**ARTICLE 13**

**CONSULTATION**

Any disagreement regarding the interpretation or application of this IA will be resolved by consultation between the Parties and will not be referred to an international tribunal or third party for settlement.

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**ARTICLE 14****LANGUAGE AND EFFECTIVE DATE**

14.1. The Parties recognize that implementation of the MOU and this IA will require additional legislative authority. Accordingly, the Parties will notify each other as soon as such sufficient additional legislative authority has been obtained.

14.2. The Parties agree that articles 5 and 10 of this IA will enter into force upon signature, article 2.7. upon satisfaction of US domestic requirements, and the remaining articles of this IA as well as the entirety of the MOU upon written notification by both Parties that the aforementioned authorities have been obtained and that they have complied with their respective domestic requirements.

Done at Rome on \_\_\_\_\_, in two copies each in the English language.

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Secretary of Defense  
United States of America

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Minister of Defense  
The Republic of Italy

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**ANNEX 1****DEFINITIONS:**

1. **Italian Common Military Equipment (IT/CME):** Non-PATRIOT peculiar military equipment originating in IT, to be used in lieu of, or in addition to, US/GFE.

2. **Materiel Transfer Plan (MTP):** A plan to be prepared by the PATRIOT Program Managers that will establish the configuration of PATRIOT fire units to be delivered to IT and associated delivery schedules. Transportation procedures will be included in the MTP. Other aspects relating to the day-to-day management of the IT PATRIOT program will also be included in the MTP.

3. **PATRIOT Peculiar Equipment (PPE):** Equipment manufactured under specific contracts with the prime contractor that is unique to the PATRIOT system. The radar set (RS), engagement control station (ECS), information coordination central (ICC), missile round (MR), launching station (LS), and communications relay group (CRG) are PPE.

4. **US Short Range Air Defense System (US SHORAD):** \_A combined SPADA and SK/T40L70 FF unit with proper C3.

5. **SPADA:** A missile system of the IT MOD for close in air defense of relatively permanent objectives. SPADA employs the Aspide missile and is comprised of a detection center and Fire Sections (FS). The functions of the detection center are target search, detection, identification, threat evaluation, and designation for engagement by the FS. The FS consist of the fire control center, made up of the

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tracking and illuminating radar, antenna pedestal, a control unit shelter for tracking and illuminating radar and fire control equipment housing, and the missile launcher with six ready to fire Aspide missiles.

6. **SK/T40L70 FF:** A radar gun system of the IT MOD for close in air defense of relatively small objectives. The typical configuration of a firing section is composed of one firing control center SKYGUARD and two Twin 40L70 Fast-Forty gun mountings. The functions of the FCS are target search, detection, identification, threat evaluation, track while scan radar and TV tracking, and gun control. Each gun mounting fires at a rate of 900 rounds per minute and has a magazine capacity of 444 ready-to-fire rounds.

7. **US Government Furnished Equipment (US/GFE):** Non-PATRIOT peculiar military equipment originating in the US for use with PATRIOT peculiar equipment; i.e., vehicles, communications equipment (including the Data Link Terminals (DLT), and power generators.

8. **US Provided PATRIOT:** RS, ECS, less the DLT, and ICC provided by the US.

9. **Operational Command:** The authority granted to a commander to assign missions or tasks to subordinate commanders, to deploy units, to reassign forces, and to retain or delegate operational and/or tactical control as may be deemed necessary. It does not of itself include responsibility for administration or logistics. It may also be used to denote the forces assigned to a commander.

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**10. Tactical Control:** The detailed and, usually, local direction and control of movements and maneuvers necessary to accomplish missions or tasks assigned.

**11. Training:** Those activities aimed at developing the readiness and skills of individuals and units, including initial and recurring training, as well as exercise deployments.

**12. Infrastructure:** Facilities and utilities which are necessary to fulfill the operational, logistic, training, and personnel requirements. These facilities include: accommodation and social facilities, administrative and technical areas, and ammunition storage and training facilities. These facilities must be in accordance with standards and criteria established for IT forces.

**13. Operating Bases:** Those US Air Force, US Navy, and US Army facilities to be defended by the US SHORAD force.

**14. Amplification of SACEUR SUPPLAN 10001D (NATO Europe Integrated Air Defense):** When applied to the US SHORAD force, the term "National Authorities," as employed in SACEUR SUPPLAN 10001D, should be taken to refer to US authorities.

**15. Configuration:** The functional and/or physical characteristics of hardware/computer programs as set forth in technical documentation and achieved in a product as set forth in US Army Regulation 70-37.

**16. Configuration Accounting:** The recording and reporting of the information that is needed to manage configuration effectively, including a listing



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of the approved configuration identification, the status of proposed changes to configuration, and the implementation status of approved changes.

**17. Configuration Audits:** Configuration audits verify conformance to specifications and other contract requirements. Audits are not reviews. Audits differ from reviews in that reviews are conducted on a periodic basis to assess the degree of completion of technical efforts related to identified milestones before proceeding with further technical effort.

**18. Configuration Control:** The systematic evaluation, coordination, approval or disapproval, and implementation of all changes in the configuration of a CI after formal establishment of its configuration identification.

**19. Product Configuration Identification (PCI):** The current approved technical documentation which defines the configuration of a CI during the production, operation, maintenance, and logistic support phases of its life cycle and which prescribe, (1) all necessary physical form, fit, and function characteristics of a CI; (2) the selected functional characteristics designated for production acceptance testing; and (3) the production acceptance tests.

**20. Configuration Item (CI):** An aggregation of hardware/computer programs or any of its discreet portions which satisfies an end-use function and is designated by the US for configuration management. CIs may vary widely in complexity, size and type, from an aircraft, electronic system, or ship system or test meter or round of ammunition. During development and manufacture of the initial (prototype) production configuration, CIs are those specification items whose functions and performance parameters must be defined (specified) and controlled to

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achieve the overall and end-use function and performance. Any item required for logistic support and designed for separate procurement is a configuration item.

**21. Configuration Management (CM):** A discipline applying technical and administrative direction and surveillance to, (1) identify and document the functional and physical characteristics of a configuration item; (2) control changes to those characteristics; and (3) record and report change processing and implementation status.

**22. Technical Data:** Technical data is defined as recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, include document research, experimental, developmental, or engineering work; or be usable or used to define a process or to procure, produce, support, maintain, or operate materiel. The data may be graphic or pictorial delineations in media, such as drawings or photographs, text in specifications, or related to performance or design type documents or computer printouts. Examples of technical data include research and engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information and computer software documentation. It does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.



THE SECRETARY OF DEFENSE

WASHINGTON, D.C. 20301

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Honorable Mino Martinazzoli  
Minister of Defense  
Via XX Settembre  
Rome, Italy

Dear Colleague:

Thank you for your gracious hospitality during my recent visit. Let me add that the visit was extremely useful as well as enjoyable. I would like to follow-up on one item that we discussed only briefly.

I am pleased to tell you that the United States Congress approved the funds to procure the PATRIOT equipment needed to meet the United States commitments set forth in the United States-Italy Cooperative Air Defense Memorandum of Understanding (MOU).

I have signed and am forwarding two copies of the Implementing Agreement to the MOU for your signature. Request that you sign the agreement at the earliest possible time.

As you are aware, the signed Implementing Agreement does not go into force until legislative approval and funding by both the United States and Italy have been obtained. However, my understanding is that the United States must enter into a contract to procure PATRIOT by mid-January 1990. This is necessary in order to meet the United States contributions set forth in the Implementing Agreement without incurring additional charges which would unbalance our agreement.

As a consequence, I request your assistance. Your signing of the Implementing Agreement followed by initiation of a request by the Italian Government to its Parliament for a "Special Law" providing financing for the Italian PATRIOT prior to mid-January, would justify my decision to award a contract.

I look forward to your reply and to continuation of what has been an especially successful program.

Sincerely,

Attachments

⑥

BOZZA

Per : Richard Cheney  
Segretario alla Difesa  
Stati Uniti d'America

Da : Mino Martinazzoli  
Ministro della Difesa  
Via XX Settembre  
Roma - Italia

*atti*  
*"Patriot"*  
*Att - 11/12/USA*

Desidero ringraziarLa per la Sua lettera riguardante il Memorandum d'Intesa (M.O.U.) di Cooperazione per la Difesa Aerea. Mi compiaccio inoltre del fatto che il vostro Congresso abbia approvato lo stanziamento dei fondi necessari per quanto concerne la vostra partecipazione al programma, in conformità al M.O.U.

Ho da parte mia sottoscritto l'Implementing Agreement di cui allego una copia.

Desidero inoltre informarLa che abbiamo iniziato le procedure per l'approvazione di una Legge Speciale per il reperimento dei fondi destinati alla parte italiana del programma, in conformità a quanto indicato nel M.O.U., legge che verrà sottoposta ad approvazione Parlamentare.

Ritengo sia opportuno sottolineare l'importanza di questo nuovo passo volto al rispetto degli impegni presi dai reciproci Governi.

Rimango fiducioso nel positivo sviluppo di questo importante programma di cooperazione, e porgo ....