

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN**

**The Swiss Federal Department of
Defense, Civil Protection and
Sport (DDPS)**

AND

**Federal Ministry of Defense of the
Federal Republic of Germany
AND**

**SUPREME HEADQUARTERS ALLIED POWERS
EUROPE**

REGARDING THE

**AIR SITUATION DATA
EXCHANGE**

BETWEEN

**AIR DEFENCE DIRECTION CENTRE
SWITZERLAND**

AND

**CONTROL AND REPORTING
CENTRE ERNDTEBRÜCK,
FEDERAL REPUBLIC OF
GERMANY**

The Swiss Federal Department of Defense, Civil Protection and Sport, the Federal Ministry of Defense of Federal Republic of Germany and Supreme Headquarters Allied Powers Europe (SHAPE), hereinafter referred to as the Participants,

noting that SHAPE represents the operational sponsor for the Air Situation Data Exchange (ASDE) programme,

noting that SHAPE is responsible for provision of the MOU between Partner Nations (PN) and NATO,

noting that ASDE equipment will be located at the Control and Reporting Centre Erndtebrück, in the Federal Republic of Germany

noting that all NATO furnished equipment remains NATO property,

noting that all PN furnished equipment remains PN property,

noting that all ASDE exchanged data will be safeguarded in line with international MOUs and national laws and regulations,

having regard to the provisions of the NATO Military Committee Concept for Air Situation Data Exchange with Co-Operation Partners (MCM-140-00), dated 13 September 2000,

having regard to the SHAPE "ASDE Implementation Concept with Partner Nations" Version 2,

have reached the following understanding:

SECTION ONE

DEFINITIONS

For the purposes of this MOU and its supporting documents the following definitions apply:

- 1.1 AIR SITUATION DATA EXCHANGE (ASDE).** The unclassified data exchange of air tracks by means of a Link 1 Buffer and a Link 1 Forward Filter and unclassified point-to-point telecommunication lines between the Control and Reporting Centre Erndtebrück, in the Federal Republic of Germany and the Air Defence Direction Centre Switzerland, on the basis of the reference mentioned in Annex A.

- 1.2 NATO Common Funding.** Funds collectively provided by NATO nations and made available upon authorization through NATO financial committees for common costs incurred during the installation and the conduct of the operation of the ASDE system.
- 1.3 Shared costs.** Shared costs are those expenditures that are mutually agreed to be the responsibility of more than one Participant. These costs will be equally divided amongst the Swiss and the German Participant.
- 1.4 Link 1 Forward Filter (L1FF).** Hardware and software that will enforce security of data.
- 1.5 Link 1 Buffer (Buffer).** Hardware and software that will enhance the security of data.
- 1.6 ASDE Operation.** ASDE operation is the digital data exchange of air track data between the Participants in a specifically defined area by means of Link 1 protocol.
- 1.7 NATO Nation.** NATO nation in the context of this MOU is the NATO nation that own and operate the site within which the ASDE system will be installed.
- 1.8 Partner Nation (PN).** Partner Nation in the context of this MOU is a North Atlantic Council approved ASDE Partner Nation that hosts and operates a national Link 1 interface that allows the unclassified exchange of air track data with the assigned NATO ASDE Site.
- 1.9 NATO ASDE Site.** The NATO location where the ASDE equipment (L1FF Buffer) is situated.
- 1.10 PN ASDE Site.** The site within the PN with which a NATO ASDE site is connected.

SECTION TWO

PURPOSE

- 2.1** The purpose of this MOU is to establish policy and procedures for the establishment and operation of ASDE connectivity between the Control and Reporting Centre Erndtebrück, in the Federal Republic of Germany and the Air Defence Direction Centre Switzerland.
- 2.2** This MOU is not intended to conflict with existing national or international law. In the case of such a conflict, existing national or international law will prevail.

SECTION THREE

SCOPE AND GENERAL ARRANGEMENTS

- 3.1** This MOU provides the overarching arrangement and structure for ASDE between the Control and Reporting Centre Erndtebrück, in the Federal Republic of Germany and the Air Defence Direction Centre Switzerland.
- 3.2** The agencies competent for the implementation of this MoU, hereinafter referred to as “the Authorized Agencies”, are:
- a. in NATO: SHAPE
 - b. in the Federal Republic of Germany: the Federal Ministry of Defence of the Federal Republic of Germany
 - c. in the Swiss Confederation: the Federal Department of Defence, Civil Protection and Sport.

SECTION FOUR

REFERENCE DOCUMENTS

- 4.1** The reference documents, listed in Annex A and in the state specified there, guide the implementation of this MOU.
- 4.2** The Authorized Agencies are competent, within the provision of this MOU, to revise the reference documents as listed in Annex A and to add further reference documents.
- 4.3** In case of conflict between the reference documents and the MOU, the latter prevails.

SECTION FIVE

RESPONSIBILITIES

Within the provisions of this MOU:

5.1 SHAPE

- a. is the operational sponsor and overall programme manager.
- b. is responsible for coordination with NATO Communications and Information Services Agency (NCIA) / NATO Programming Centre (NPC) Glons the technical issues and to coordinate with the Air Command the update in the ASDE Standing Operating Procedures

(SOP) that will allow flawless ASDE operations in line with all pertinent documentation.

5.2 NATO Nation

- a. will ensure that ASDE operations can be conducted from the Control and Reporting Centre Erndtebrück, Federal Republic of Germany, with the Air Defence Direction Centre Switzerland, and allow access to this site for personnel that are required to install and/or maintain the equipment.
- b. will ensure that all exchanged ASDE track information is safeguarded in accordance with the appropriate NATO and national regulations, publications and procedures.
- c. will be responsible for co-ordinating and ensuring availability of appropriate telecommunications lines within the Federal Republic of Germany, which will be used for the data and voice connection between the Control and Reporting Centre Erndtebrück, in the Federal Republic of Germany, and the Air Defence Direction Centre Switzerland.
- d. will ensure that personnel assigned ASDE responsibilities are trained and apply all relevant rules and regulations to effectively and correctly operate the system.
- e. will ensure that site relevant security aspects for the Control and Reporting Centre Erndtebrück, in the Federal Republic of Germany are prepared and included in the documentation necessary for NATO security accreditation of this site for ASDE operations.

5.3 ASDE Partner Nation

- a. will ensure that ASDE operations can be conducted from the Air Defence Direction Centre Switzerland and allow access to telecommunications equipment site in order to resolve common technical problems.
- b. will allow access for technical NATO personnel to conduct Link 1 interoperability testing, if required.
- c. will provide the facilities at the Air Defence Direction Centre Switzerland, required for display and exchange of ASDE data.
- d. will be responsible for provision and availability of telecommunications lines within Switzerland which will be used for the data and voice connection between the Control and Reporting Centre Erndtebrück, in the Federal Republic of Germany and the Air Defence Direction Centre Switzerland.

- e. will ensure that all security measures for the safeguarding of ASDE information are adhered to as outlined in this document and applicable international MOUs and national laws and regulations.

SECTION SIX

FINANCIAL PROVISIONS

- 6.1** The NATO funded ASDE system installed at the Control and Reporting Centre Erndtebrück, in the Federal Republic of Germany for the connectivity with the Air Defence Direction Centre Switzerland will be used for the connection with the Air Defence Direction Centre Switzerland. Technical support to the PN for set-up of the national system to which ASDE will be connected can be provided with PN funding.
- 6.2** Any additional travel requirements resulting from PN requests for support and assistance will require PN funding.
- 6.3** All additional costs incurred due to deficient technical prerequisites necessary to operate ASDE on part of the Control and Reporting Centre Erndtebrück, in the Federal Republic of Germany and the Air Defence Direction Centre Switzerland will require reimbursement by the Participants responsible for the deficiency.
- 6.4** Any follow-on costs for operation and maintenance of the ASDE filter system and communications lines, e.g., for mandatory filter hardware or software upgrade, or for certified operating system software licensing, or for travel costs, that may be required after initial installation must be mutually agreed and detailed requirements and financial mechanisms will be outlined in separate Technical Arrangements.
- 6.5** Each Participant will cover all its own costs, not mentioned in this section, arising by implementing this MOU.

SECTION SEVEN

SECURITY

- 7.1** All exchanged ASDE information is classified as NATO Unclassified/Releasable to Switzerland. Nevertheless, Participants will ensure safeguarding of all exchanged information.
- 7.2** The Participants may distribute and utilize air situation data obtained through ASDE within NATO and with other approved ASDE nations.
- 7.3** All classified information and material subject to the provisions of this section will continue to be protected in the event of withdrawal by any Participant or

upon termination of this MOU.

- 7.4** PN accepts any SHAPE initiated surveys by designated technical experts at those systems at the Air Defence Direction Centre Switzerland interfacing with the Control and Reporting Centre Erndtebrück, in the Federal Republic of Germany. Inspections must be announced and coordinated in timely manner in accordance with national procedures amongst the Participants.
- 7.5** SHAPE may modify the ASDE operations modes, if the situation dictates for safety, emergency or security reasons. PN and SHAPE have the option to terminate ASDE operations, whereas the other Participant shall be informed immediately about this action.
- 7.6** For safety/emergency reasons, and for co-ordination in case of system malfunctions, the Control and Reporting Centre Erndtebrück, in the Federal Republic of Germany and the Air Defence Direction Centre Switzerland must maintain a 24/7 communication capability during ASDE operations. In case of temporary ASDE connectivity the communication must be available for the time of ASDE operations.

SECTION EIGHT

COMMENCEMENT, DURATION AND TERMINATION

- 8.1** This MOU will become effective on the date of the last signature and remain in effect unless terminated by any Participant giving six months prior notice in writing to all other Participants.
- 8.2** Switzerland has the right to temporarily suspend the data exchange at any time when Switzerland considers this necessary in order to maintain its permanent neutrality.
- a. Switzerland may terminate this suspension by written notification sent to all Participants.
 - b. The Participants resume the data exchange as soon as the Participants have settled the technical and financial implications thereof.
 - c. Switzerland will cover the costs resulting from terminating the suspension.
- 8.3** In case of termination of this MOU:
- a. The NATO procured and developed ASDE hardware and software will remain NATO property.
 - b. All PN hardware and software will remain PN property.

- c. Settlement of ongoing financial obligations will be mutually agreed.

The termination of this MOU will not generate any financial follow-on obligations.

SECTION NINE

MODIFICATION AND INTERPRETATION

- 9.1** This MOU may be amended or modified in writing on the mutual consent of all Participants.
- 9.2** Apparent conflicts in interpretation and application of this MOU will be resolved by consultation among the Participants at the appropriate level.

SECTION TEN

POINTS OF CONTACT

- 10.1** All Participants will define dedicated Points of Contact (POCs). The list of POCs shall contain, but is not limited to location, name, rank, position, telephone number, e-mail address and postal address.

This MOU is signed in three original copies in English.

For the Swiss Federal Ministry of Defense, Civil Protection and Sport

Dated: _____

For the Federal Ministry of Defense of Federal Republic of Germany

Dated: _____

For Supreme Headquarters Allied Powers Europe

Supreme Allied Commander Europe

Dated: _____
NATO Headquarters, Belgium

ANNEX A

REFERENCE DOCUMENTS

The listed reference documents, in their state as of <DATE>, enter into force with this MOU.

- a. NATO Military Committee Concept for Air Situation Data Exchange with Co-Operation Partners (MCM 140-00), dated 13 September 2000
- b. SHAPE ASDE Concept for Implementation Version 2
- c. Standardization MOU for Tactical Data Exchange – Link 1 (Point-to-Point), STANAG 5501 Edition 6.
- d. Air Situation Data Exchange – Standard Operating Procedures, Change 3, dated 15 June 2016.
- e. C-M(2012)0008 Policy on Air Situation Data Exchange