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NATO INDUSTRIAL ADVISORY GROUP (NIAG)

NIAG Industrial Interface Group to GBAD (NIIGBAD)

Note by the Coordinating Staff Officer

1. At the June 2021 NIAG Plenary meeting, the NIAG has approved, in principle, the establishment of a NIAG Interface Group in support of two multinational cooperation initiatives related to “Modular GBAD” and “Rapidly Deployable Mobile C-RAM”.
2. The documents in Annexes further describe the Terms of Reference (ToR) and the Working Agreement of this Interface Group.
3. Following comments received by one Nation, minor modifications have been made on the ToR (Annex 1). These modifications are highlighted **in Bold**.
4. If no adverse comment is received in writing from NIAG Delegations, to the undersigned (vautier.jean-sebastien@hq.nato.int), **by 15:30 CET on 08 October 2021**, the documents will be considered approved by the NIAG.

(Signed) Jean-Sébastien VAUTIER

2 Annexes

Action Officer: J.S. VAUTIER (x6924)
Original: English

Annex 1: NIIGBAD Terms of Reference

Annex 2: NIIGBAD Working Agreement

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NIAG INDUSTRIAL INTERFACE GROUP to GBAD (NIIGBAD)

Terms of Reference (TOR)

References

- a) Letter of Intent (LoI) between Germany, Greece, Hungary and United Kingdom concerning establishment of a multinational cooperation framework for a rapidly deployable mobile Counter Rockets, Artillery and Mortar (C-RAM) solution
- b) Letter of Intent (LoI) between Belgium, Denmark, Germany, Hungary, Italy, Latvia, Netherlands, Slovenia, Spain and United Kingdom concerning cooperation on the acquisition and fielding of a modular solution for very short range, short range and medium range ground based air defence capabilities
- c) NATO Industrial Advisory Group Terms of Reference, AC/259-D(2020)0003(INV) dated 06 February 2020
- d) Framework for NATO-Industry Engagement, C-M(2013)0055 dated 01 October 2013

1. BACKGROUND

- 1.1. Under the initiative “Enabling Multinational Cooperation” of the CNAD, the domain of Ground Based Air Defence (GBAD) was selected as a pilot case.
- 1.2. Under references a) and b), some nations signed 2 Letters of Intent (LoI) providing multinational cooperation frameworks respectively related to C-RAM and Modular GBAD. These nations formally expressed their interest to receive support from Industry, through the NIAG, under these cooperation initiatives.
- 1.3. In that context and in accordance with the NIAG Terms of Reference (TOR), reference c), the NATO Industrial Advisory Group (NIAG) is charged with “providing industry’s advice to the CNAD and other NATO entities on how to foster government-to-industry and industry-to-industry armaments co-operation within the Alliance”
- 1.4. The NIAG Industrial Interface Group (NIIG) is one mechanism for the provision of industry’s advice and is designed to provide quicker responses to NATO request, continuity of engagement in specific areas and continuity of the established knowledge base, provided that this advice is requested on non-competitive activities.

2. MISSION

- 2.1. The NIAG Industrial Interface Group to GBAD (NIIGBAD) is a consultative and advisory body acting under the NATO Industrial Advisory Group (NIAG) with the aims of:
 - 2.1.1. Providing industry's advice to the Nations signatories of the Lol exclusively;
 - 2.1.2. Providing a forum for free exchange of views on industrial, technical, economic, management and other relevant aspects pertinent to GBAD and the other domains discussed within the 2 Lol perimeters; based on current and updated information provided by relevant NATO bodies or entities as directed by the signatory Nations.
- 2.2. In accordance with the principle of "Protection of the demand and the supply sides of engagement" captured at reference d), the signatory Nations are responsible for ensuring that the involvement of industry participants within NIIGBAD in informing the work under the 2 Lol is focused on non-competitive activities and will not impede or unfairly enhance their ability to compete for contracts later. Tasks and information to NIIGBAD are subject to consensual decision of the signatory Nations.
- 2.3. The NIIGBAD should not be tasked by the signatory Nations to provide an advice on activities contracted or envisaged to be contracted by the NSPA or NCIA.
- 2.4. The fact of having contributed to NIIGBAD activities is in itself not a reason to be excluded from participation in a future contracting process approved in the context of the 2 Lol or follow-on MoU.

3. TASKS

- 3.1. The NIIGBAD fulfils its mission through the performance of tasks only requested by NIAG on **non-competitive** matters or by the signatory Nations. The group will in particular:
 - 3.1.1. Study the information provided and provide industry's advice and views in support of any problem in the domains discussed within the 2 Lol upon which the advice of industry is desirable;
 - 3.1.2. Eventually propose areas of work to the signatory Nations that would contribute to their activities;
 - 3.1.3. Make any recommendation to the NIAG that it considers appropriate.
- 3.2. NIIGBAD will inform the signatory Nations in case of any restriction (such as exclusive licence rights of a recommended technology) with regard to the implementation of the advice being provided.

4. PARTICIPATION AND ORGANISATION

- 4.1. NIIGBAD will act administratively under NIAG and be composed of industrial representatives from **all** NIAG delegations having the relevant expertise in the area pertinent to GBAD. Industrial participants could also be recommended by the signatory Nations for subsequent approval by the relevant national delegation to NIAG.
- 4.2. One member will be assigned as the NIIGBAD Chairperson. He/she will be supported by a Deputy Chairperson and a Secretary. The NIIGBAD Chairperson, Deputy Chairperson and Secretary will form the NIIGBAD Management Team. They will be elected by the NIIGBAD participants for a term of 2 years that can be renewed only once.
- 4.3. The NIIGBAD Chairperson is responsible for carrying out the duties of the Interface Group on behalf of the NIAG. He/she will formulate and direct the NIIGBAD activities and oversee its administration. He/she will report periodically (at a minimum once per year) to the NIAG Plenary on the subjects under review, the advice being provided and the outcomes being achieved.
- 4.4. The NIIGBAD Deputy Chairperson will assist the Chairperson in the management of the NIIGBAD and provide stand-in for the chairperson when and as required.
- 4.5. The NIIGBAD Secretary to the group will support the Chairman in the administration of the NIIGBAD activities and act as the main point of contact to the International Staff for contractual and administrative matters.
- 4.6. The NIIGBAD will be able to form smaller groups of industry experts to respond to a variety of questions on different subjects and at varying levels of technical complexity. The NIIGBAD will be able to call upon subject matter experts from across industry through NIAG delegations to respond to particular requests. Participants will participate on a voluntary basis.
- 4.7. The NIIGBAD Management team will be responsible for ensuring that participants have been approved by the relevant national delegation to NIAG.

5. PROVISION OF INDUSTRY'S ADVICE

- 5.1. The provision of industry's advice can be achieved in multiple ways such as interaction in meetings, participation in conferences, workshops and exercises or giving detailed industry advice in the form of a written report delivered at a given time and upon the request of the signatory Nations.

- 5.2. For the provision of detailed industry advice, the NIIGBAD may form a task group from its members and from possible new ad-hoc participants. This task group would be then dedicated to addressing and responding to that specific request.

6. FUNDING

- 6.1. In the same vein as traditional NIAG Studies, NIIGBAD task group(s) may deserve financial contributions representing however significantly less than the 'real' costs of the industrial participation.
- 6.2. The NIIGBAD may request a budget allocation for a task group if they consider this appropriate. To ensure timely reaction and following confirmation of the request by the signatory Nations, an "out of cycle" NIAG Study would then be initiated. Such a study will be sponsored and funded by the signatory Nations and run under standard NIAG study procedures and rules.

7. TASKING

- 7.1. The NIIGBAD performs tasks requested by NIAG on **non-competitive** matters or by the signatory Nations. Engagement with other NATO bodies is fully subject to prior agreement from the signatory Nations. Engagement with other non-NATO bodies is fully subject to prior agreement from the signatory Nations and from the NIAG.
- 7.2. Tasks are communicated by an assigned representative (individual or group) of the NIAG or the signatory Nations to the NIIGBAD management team for consideration. Depending on the resource and expertise available, the NIIGBAD management team can either accept, reject or propose changes and further interact with the requesting entity.

NIAG INDUSTRIAL INTERFACE GROUP to GBAD (NIIGBAD)
Working Agreement

References

- a) Letter of Intent (LoI) between Germany, Greece, Hungary and United Kingdom concerning establishment of a multinational cooperation framework for a rapidly deployable mobile Counter Rockets, Artillery and Mortar (C-RAM) solution
- b) Letter of Intent (LoI) between Belgium, Denmark, Germany, Hungary, Italy, Latvia, Netherlands, Slovenia, Spain and United Kingdom concerning cooperation on the acquisition and fielding of a modular solution for very short range, short range and medium range ground based air defence capabilities
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1. INTRODUCTION

- 1.1. Under the initiative “Enabling Multinational Cooperation” of the CNAD, the domain of Ground Based Air Defence (GBAD) was selected as a pilot case.
- 1.2. Under references a) and b), some nations signed 2 Letters of Intent (LoI) providing multinational cooperation frameworks respectively related to C-RAM and Modular GBAD. These nations formally expressed their interest to receive support from Industry, through the NIAG, under these cooperation initiatives.
- 1.3. Working agreements between the NATO Industrial Advisory Group and the signatories’ nations are established to support these nations in advancing and fulfilling the tasks covered by the two LoI.
- 1.4. This document describes the areas of activity and the procedures in order to facilitate the working agreements.
- 1.5. The NIAG support through its NIAG Industrial Interface Group to GBAD (NIIGBAD) is provided in accordance with the NIAG Terms of Reference (reference c) and in the context of the Framework for NATO-Industry Engagement (FNIE) (reference d).
- 1.6. While these working agreements describe the relationship between the NIAG and the signatories’ nations, NIIGBAD might also have direct engagement and

interactions with other relevant NATO entities as directed by the signatories' nations. NIIGBAD will accept request for engagement only from the signatories' nations.

2. AREAS OF ACTIVITY

- 2.1. The NIIGBAD will conduct the tasks requested by the signatories' nations through the following non-exhaustive list of activities:
 - 2.1.1. Participation and contribution to meetings;
 - 2.1.2. Participation and contribution to workshops, conferences and exercises;
 - 2.1.3. Industry detailed advice in the form of short term written reports.
- 2.2. NIIGBAD may formulate proposals to the signatories' nations on areas of work that could be undertaken and that would contribute to further progress the efforts in the domains discussed within the 2 Lol perimeters.

3. PROCEDURES

- 3.1. Points of Contact:
 - 3.1.1. The NIIGBAD points of contact are the Chairperson and the deputy Chairperson of the NIAG Industrial Interface Group to GBAD (NIIGBAD);
 - 3.1.2. The signatories' nations points of contact will be designated to the NIIGBAD POCs following decision by the signatories' nations;
 - 3.1.3. The International Staff will serve as the common repository for Points of Contact information;
 - 3.1.4. International Staff support for the NIIGBAD-signatories' nations working arrangements is provided by the Defence Investment Division, NIAG Coordinating Staff Officer and NIAG secretariat.
- 3.2. Method of working:
 - 3.2.1. NIIGBAD will provide representatives to signatories' nations meetings, workshops or conferences as appropriate, and will provide responses (verbal or written, as appropriate) to requests for advice articulated in signatories' nations Decision Sheets or written memoranda; this does not prevent the sole right of the signatories' nations to decide to meet while not granting access to such meetings to the NIIGBAD;
 - 3.2.2. The signatories' nations will present requests for industrial advice in such a manner as to make clear the purpose and scope of the advice required, the timeline requested for its provision and the intended follow-on use of the advice to be received. The request may contain a recommended list of industrial participants having the expected relevant expertise;
 - 3.2.3. NIIGBAD will assess the request for advice considering the expertise and resource available within the group and reply to the signatories' nations by

indicating acceptance, refusal or by requesting further engagement with signatories' nations to explore possible adjustment to the tasking.

3.3. Tasking:

- 3.3.1. In accordance with the principle of "Protection of the demand and the supply sides of engagement" captured at reference d), the signatories' nations are responsible for ensuring that the involvement of industry participants within NIIGBAD in informing the work of the signatories' nations is focused on non-competitive activities and will not impede or unfairly enhance their ability to compete for contracts later. To do so, the signatories' nations may consult NSPA or NCIA of potential impacts of the tasks intended to be requested to NIIGBAD Tasks and information to NIIGBAD are subject to consensual decision of the signatories' nations. The NIIGBAD should not be tasked by the signatories' nations to provide an advice on activities contracted or envisaged to be contracted by the NSPA or NCIA;
 - 3.3.2. NIIGBAD will inform the signatories' nations in case of any restriction (such as exclusive licence rights of a recommended technology) with regard to the implementation of the advice being provided.
- 3.4. The fact of having contributed to NIIGBAD activities is in itself not a reason to be excluded from participation in a future contracting process approved in the context of the 2 Lol.

4. FUNDING

- 4.1. The NIIGBAD is a sub-element of the NIAG and operates without direct financial provision by NATO with the possible exception of NIIGBAD task group(s) that could be formed to provide detailed industrial advice on specific topics having a defined scope and timelines.
- 4.2. In case the industry requested advice is assessed by NIIGBAD a deserving funding, and following further confirmation of the request by the signatories' nations, an "out of cycle" NIAG Study would then be requested to form a dedicated NIIGBAD funded task group.