

Original: English

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May 2009

GARTEUR BASIC DOCUMENTS

GARTEUR Mission and Principles

According to its MoU, the mission of GARTEUR is to mobilize, for the mutual benefit of the GARTEUR member countries, their scientific and technical skills, human resources and facilities in the field of aeronautical research and technology for the following purposes:

- strengthening collaboration between European countries with major research capabilities and government funded programmes
- continuously stimulating advances in the aeronautical sciences and pursuing topics of application-oriented research in order to maintain and strengthen the competitiveness of the European aerospace industry
- concentrating existing resources in an efficient manner and seeking to avoid duplication of work
- performing joint research work in fields suitable for collaboration and within research groups specifically established for this purpose
- identifying technology gaps and facility needs and recommending effective ways for the member countries to jointly overcome such shortcomings
- exchanging scientific and technical information

GARTEUR adopts the following principles of operation:

- There should be an overall balance of benefits between the member countries
- The possibility of bilateral co-operations between the member countries continues to exist
- Major decisions are to be taken by unanimity of participating countries
- Adequate and balanced resource contributions are to be made in kind by participating countries/organisations
- Participation of industry is sought at senior advisory level and in the planning and execution of programmes
- A flexible approach is taken towards participation by non-GARTEUR countries and organisations
- There is full safeguarding of intellectual property rights through agreed written regulations
- All participants work to an agreed set of security regulations

GARTEUR Organisation

GARTEUR is organised around three main elements:

- the GARTEUR Council, the governing body, assisted by the Executive Committee and the GARTEUR Secretary
- the Groups of Responsables, the scientific management body and think-tank of GARTEUR
- the Action Groups which constitute the technical expert body for programme formulation and the execution of the GARTEUR research work

GARTEUR is an independent organisation; it has, however, no staff of its own or a common fund at its disposal. The necessary resources (staff, facilities, costs in kind) for the joint research activities are made available by the governments of the member countries out of their national programmes, or by the participating organisations on the basis of balanced contributions.

GARTEUR has no permanent secretariat or headquarters. The actual co-ordination and information centre of GARTEUR resides in practice with the Chairman of the Executive Committee and the GARTEUR Secretary, and therefore changes according to the nationality of these offices.

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GARTEUR BASIC DOCUMENTS

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May 2009

GARTEUR Basic Documents
Complete, revised and updated set

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Introduction

The general information on the “Group for Aeronautical Research and Technology in Europe” (GARTEUR) is given in the widely distributed Guide. But, complying with a Council recommendation for a more complete information of the members of new Action Groups, a compilation of the GARTEUR basic documents, regulations and operating procedures, with their last amendments, is given in the present brochure.

These documents are the following:

- the Memorandum of Understanding (MoU) between the Governments of France, Germany, the Netherlands, and the United Kingdom, signed on 6 April 1981, with Amendments 1, 2, and 3; it describes the principles of co-operation
- the Addendum 1 to MoU, signed on 28 November 1991 which establishes Swedish membership of GARTEUR
- the Addendum 2 to MoU, signed on 18 October 1996 which establishes Spanish membership of GARTEUR
- the Addendum 3 to MoU, signed on 10 May 2000 which establishes Italian membership of GARTEUR
- the Charter which describes the organisation for the implementation of the preceding MoU
- Appendix A to MoU, signed on 19 March 1986, setting out the Rules for the Protection of Intellectual Property Rights
- Appendix B to MoU, signed on 15 November 1988, containing the Security Regulations
- the Permanent Instructions (P1) which comprise detailed guidelines and procedures for operation and give the terms of reference for the elements described in the Charter

GARTEUR /1

Memorandum of Understanding

Original: English
2001

MoU
GARTEUR / 1
3 pp.

Memorandum of Understanding

between

the Government of the United Kingdom of Great Britain and Northern Ireland
the Government of the Republic of France
the Government of the Federal Republic of Germany and
the Government of the Kingdom of the Netherlands
(hereinafter called the member countries)*

Introduction

1. GARTEUR was formed in 1973 by representatives of the Government departments responsible for aeronautical research in the United Kingdom, France and Germany. The Netherlands joined GARTEUR in 1977. In the light of the needs of the European aeronautical industry the aim of GARTEUR is to strengthen collaboration in aeronautical research and technology between countries in Europe with major research and test capabilities, and with government funded programmes in this field.
2. Initially, GARTEUR started information exchange and some limited co-operative programmes; but it is now the intention that it should proceed further to the promotion, planning, co-ordination and review of joint activities where collaboration can be expected to be mutually beneficial beyond that already taking place in for example, AGARD and EUROMECH. The need arises therefore to lay down the principles for such co-operation on those jointly decided activities, and the following paragraphs describe these principles.

Organisation and Decision-Making

3. GARTEUR activities will in general be supported by all member countries with the intention of obtaining mutual and balanced benefits. Occasionally, GARTEUR activities may be undertaken by less than all the member countries. The existence of GARTEUR will not prevent other bilateral co-operation between the member countries. GARTEUR may establish relations with organisations of non-member countries and with international organisations.
4. Major decisions within GARTEUR will be taken unanimously, except that a decision to approve a joint activity by less than all member countries will require only a simple majority.

* This MoU is also valid for the Kingdom of Sweden since joining GARTEUR on 28 November 1991 (see Addendum 1 to MoU); for the Kingdom of Spain joining GARTEUR on 18 October 1996 (see Addendum 2 to MoU) and for the Republic of Italy joining GARTEUR on 10 May 2000 (see Addendum 3 to MoU).

5. The GARTEUR organisation is described in the Charter attached to this Memorandum of Understanding. This Charter may be amended by decision of the heads of the national delegations to GARTEUR, either by addenda or by the modification of its paragraphs.

Financial Rules

6. The financing of GARTEUR activities will be the responsibility of the member countries, and a common fund will not be established.

Security

7. Classified as well as unclassified information which is originated and exchanged in connection with GARTEUR activities will be transmitted, stored, handled and safe-guarded as set forth in the "GARTEUR Security Regulations", attached to the Memorandum of Understanding as Appendix B.
8. Appendix B may be amended by decision of the heads of the national delegations to GARTEUR after consultation of their national competent authorities, either by addenda or by the modification of its paragraphs.
9. (Paragraph is deleted according to Amendment 2.)

Intellectual Property and Use of Technical Information

10. For the protection of intellectual property and for the use of technical information in the co-operation, the terms of the "Rules for the Protection and Use of Intellectual Property in GARTEUR Co-operation", attached to this Memorandum of Understanding as Appendix A, will apply.
11. Appendix A may be amended by decision of the heads of the national delegations to GARTEUR after consultation of their national competent authorities, either by addenda or by the modification of its paragraphs.

Disputes

12. Since this Memorandum of Understanding is not an agreement enforceable under international law, any dispute which arises between the member countries as a result of its interpretation or application will be settled by the normal process of negotiation.

Admissions and Withdrawals

13. The admission to membership of a new country must be approved by all the existing member countries and embodied in an addendum to this Memorandum of Understanding.

14. If a member country wishes to withdraw from GARTEUR, it will notify the other member countries in writing one year in advance. The withdrawing member country will ensure that the other member countries suffer no loss as a result of its withdrawal. The provisions of paragraphs 7 to 12 above will continue to apply to a member country after withdrawal from GARTEUR.

Effective Date and Duration

15. This Memorandum of Understanding comes into effect on the day of the last signature. Its continuance will be reviewed every four years.

Authenticity

16. This Memorandum of Understanding is signed in quadruplicate in the English, Dutch, French and German languages, each text being equally authentic.

GARTEUR / 1a

**Addendum 1 to Memorandum of Understanding
Swedish Membership**

Original: English
1991

Addendum 1 / MoU
GARTEUR / 1a
1 p.

**Memorandum of Understanding
Addendum No.1**

The Government of the United Kingdom of Great Britain and Northern Ireland
the Government of the Republic of France
the Government of the Federal Republic of Germany
the Government of the Kingdom of the Netherlands
(hereinafter referred to as the member countries)

on the one hand

and

the Government of the Kingdom of Sweden on the other hand

Considering:

- that in 1981 the member countries signed a Memorandum of Understanding (effective since 6 April 1981) concerning the Group for Aeronautical Research and Technology in Europe (hereinafter referred to as the GARTEUR MoU) with the aim to strengthen collaboration in aeronautical research and technology between countries in Europe with major research and test capabilities and with government funded programmes in this field
- that the Government of the Kingdom of Sweden has expressed its wish to become a member of GARTEUR

Hereby agree as follows:

1. From the effective date of this Addendum the Kingdom of Sweden will become a GARTEUR member country.
2. By joining GARTEUR the Kingdom of Sweden accepts the rights and obligations resulting from the GARTEUR MoU of 1981 and its Amendments No. 1, 2 and 3.
3. Any future amendment of or addendum to the GARTEUR MoU will require the approval of all GARTEUR member countries including the Kingdom of Sweden.
4. This Addendum shall come into effect on the day of the last signature on the page of signatures attached to this Addendum.
5. This Addendum is signed in five original copies in the English, Dutch, French and German languages, each text being equally authentic.

GARTEUR / 1b

**Addendum 2 to Memorandum of Understanding
Spanish Membership**

Original: English
1996

Addendum 2 / MoU
GARTEUR / 1b
1 p.

**Memorandum of Understanding
Addendum No.2**

The Government of the French Republic,
the Government of the Federal Republic of Germany,
the Government of the United Kingdom of Great Britain and Northern Ireland,
the Government of the Kingdom of the Netherlands,
the Government of the Kingdom of Sweden,
(hereinafter referred to as the member countries)

on the one hand

and

the Government of the Kingdom of Spain

on the other hand

Considering:

- that in 1981 France, Germany, the Netherlands and the United Kingdom signed a Memorandum of Understanding (effective since 6 April 1981) concerning the Group for Aeronautical Research and Technology in Europe (hereinafter referred to as the GARTEUR MoU) with the aim to strengthen collaboration in aeronautical research and technology between countries in Europe with major research and test capabilities and with government-funded programmes in this field;
- that in 1991 the member countries signed an Addendum No 1 to the GARTEUR MoU (effective since 28 November 1991) making Sweden a GARTEUR member country;
- that the Government of the Kingdom of Spain has expressed its wish to become a member of GARTEUR;

Hereby agree as follows:

1. From the effective date of this Addendum the Kingdom of Spain will become a GARTEUR member country.
2. By joining GARTEUR the Kingdom of Spain accepts the rights and obligations resulting from the GARTEUR MoU of 1981 and its Amendments No 1, 2 and 3.
3. Any future amendment or addendum to the GARTEUR MoU will require the approval of all GARTEUR member countries including the Kingdom of Spain.
4. This Addendum shall come into effect on the day of the last signature on the page of signatures attached to this Addendum.
5. This Addendum is signed in six original copies in the English, Dutch, French, German, Swedish, and Spanish languages, each text being equally authentic.

GARTEUR / 1c

**Addendum 3 to Memorandum of Understanding
Italian Membership**

Original: English
2000

Addendum 3 / MoU
GARTEUR / 1c
1 p.

**Memorandum of Understanding
Addendum No.3**

The Government of the French Republic,
the Government of the Federal Republic of Germany,
the Government of the United Kingdom of Great Britain and Northern Ireland,
the Government of the Kingdom of the Netherlands,
the Government of the Kingdom of Sweden,
the Government of the Kingdom of Spain,
(hereinafter referred to as the member countries)

on the one hand

and

the Government of the Republic of Italy

on the other hand

Considering:

- that in 1981 France, Germany, the Netherlands and the United Kingdom signed a Memorandum of Understanding (effective since 6 April 1981) concerning the Group for Aeronautical Research and Technology in Europe (hereinafter referred to as the GARTEUR MoU) with the aim to strengthen collaboration in aeronautical research and technology between countries in Europe with major research and test capabilities and with government-funded programmes in this field;
- that in 1991 the member countries signed an Addendum No 1 to the GARTEUR MoU (effective since 28 November 1991) making Sweden a GARTEUR member country;
- that in 1996 the member countries signed an Addendum No 2 to the GARTEUR MoU (effective since 18 October 1996) making Spain a GARTEUR member country;
- that the Government of the Republic of Italy has expressed its wish to become a member of GARTEUR;

Hereby agree as follows:

1. From the effective date of this Addendum the Republic of Italy will become a GARTEUR member country.
2. By joining GARTEUR the Republic of Italy accepts the rights and obligations resulting from the GARTEUR MoU of 1981 and its Amendments No 1, 2 and 3.
3. Any future amendment or addendum to the GARTEUR MoU will require the approval of all GARTEUR member countries including the Republic of Italy.
4. This Addendum shall come into effect on the day of the last signature on the page of signatures attached to this Addendum.
5. This Addendum is signed in seven original copies in the English, Dutch, French, German, Swedish, Spanish and Italian languages, each text being equally authentic.

GARTEUR /2

GARTEUR Charter

The Council

Original: English
2001

Charter
GARTEUR /2
3 pp.

Charter for the Group for Aeronautical Research and Technology in Europe

This Charter describes the organisation that will implement the Memorandum of Understanding for the Group for Aeronautical Research and Technology in Europe (GARTEUR) which came into effect on 6 April 1981.

The GARTEUR organisation will comprise the following elements:

1. The Council

- 1.1 The Council is the highest authority within GARTEUR and will be composed of the representatives of each member country who will constitute the national delegations. These Council members will be appointed by the appropriate government departments and will be selected from government departments and/or national research establishments.
- 1.2 Each national delegation will have a head, designated as such by his government, and each delegation will have one vote in the Council, whose decisions will be unanimous. A Council decision to approve a joint activity by less than all member countries - the minimum participation being three member countries - will require only a simple majority of all the member countries and unanimity of those participating in that activity. Subsequent Council decision on such activity will require approval of each country participating in that activity. The chairmanship of the Council will be held for two years in turn by the head of each delegation, and Council meetings will generally be held at least yearly inturn.
- 1.3 The Council will, inter alia:
 - 1.3.1 provide policy guidance for all GARTEUR activities
 - 1.3.2 establish a number of Groups of Responsables comprising experts appointed by the appropriate government departments, and appoint the Chairmen and Vice-Chairmen of these groups
 - 1.3.3 formulate, with the Groups of Responsables, and review the GARTEUR programme of work to ensure that it is being efficiently discharged
 - 1.3.4 decide when Action Groups defined in paragraph 3 should be established and when their activities should cease

- 1.3.5 review annually in more detail the activities of one or more of the Groups of Responsables, who will give presentations to the Council
- 1.3.6 review and approve an annual report on the activities of the previous year
- 1.3.7 decide the policy to be adopted in any relations between GARTEUR and the organisations or experts of other countries and international organisations
- 1.3.8 appoint a secretariat and supervise its activities. This secretariat will be provided by each member country in turn for a period of two years. It will be responsible to the Chairman of the Council, write the minutes of the Council meetings and provide further secretarial services as required by the Council. The secretariat will maintain complete files of the records of meetings and of the documents produced by the various elements of GARTEUR
- 1.4 The Council may delegate part of its authority to a Committee composed of at least one member from each national delegation. The Council will designate a Chairman and Vice-Chairman of this Committee.
- 1.5 Council members may attend meetings of the Groups of Responsables, the Action Groups and the Committee instituted by the Council.

2. The Groups of Responsables

- 2.1 The Groups of Responsables will be organised along the broad disciplines of aeronautics (e.g. Aerodynamics, Flight Mechanics Systems and Integration, Structures and Materials) and other groupings as the Council may decide (e.g. Helicopters). Essential for establishing a Group of Responsables is the prospect of worthwhile collaborative activities.
- 2.2 Each member country will have up to two representatives in each Group of Responsables, of which one could be from industry. The members of the groups should be of “management level” in their respective organisations.

To enhance relations between GoRs and Industry, each nation can nominate Industrial Points of Contact (IPoC).
- 2.3 The chairmanship of each Group of Responsables will rotate every two years among the member countries of whom the groups are composed. The Chairman will usually serve as Vice-Chairman in the period preceding his chairmanship. The member country providing the Chairman will also provide secretarial assistance.
- 2.4 Meetings of Groups of Responsables may be attended by national advisers as required for specific items after the approval of the group’s members has been granted.
- 2.5 The Groups of Responsables will propose to the Council joint activities in aeronautical research and technology which will contribute towards realising the aim of GARTEUR, and will propose the establishment of Action Groups to undertake these activities.

3. The Action Groups

- 3.1 The Actions Groups will have clearly defined tasks to be performed within specified periods. Their work will be laid down in terms of reference approved by the Council, and each Action Group will report periodically to the appropriate Group(s) of Responsables. The members of the Action Groups will be active participants in their respective national programmes.
- 3.2 At the invitation of the Council, representatives of organisations outside the member countries may take part in the activities of the Action Groups.

GARTEUR / 3

**Appendix A to Memorandum of Understanding
Rules for the Protection of Intellectual Property Rights
(IPR)**

Original: English
2009

Appendix A/MoU
GARTEUR / 3
5 pp.

Appendix A to Memorandum of Understanding

Rules for the Protection and Use of Intellectual Property in GARTEUR Co-operation

1. Definitions

- 1.1 “GARTEUR” means the Group for Aeronautical Research and Technology in Europe, as defined in the Memorandum of Understanding of 6 April 1981, formed by the Governments of the United Kingdom of Great Britain and Northern Ireland, the French Republic, the Federal Republic of Germany, the Kingdom of the Netherlands, the Kingdom of Sweden, the Kingdom of Spain and the Republic of Italy. These countries are collectively referred to as the GARTEUR countries.
- 1.2 “Action Group” (AG) means a group as referred to in paragraph 3 of the Charter annexed to the GARTEUR Memorandum of Understanding.
- 1.3 “Participating government” means the government (including government organisations) of a GARTEUR country actively participating, financially and/or technically, in a specified Action Group.
- 1.4 “Participating organisation” means any organisation (excluding government organisations) actively participating, financially and/or technically, in a specified Action Group.
- 1.5 “Contract” means any contract placed by a participating government or an organisation for the purpose of contributing to specified Action Group activities.
- 1.6 “Contractor” means any participating organisation which is party to a contract.
- 1.7 “Intellectual property” (IP) includes inventions (whether protected or not), trademarks, industrial designs, copyrights and technical information (including software, data, designs, technical know-how, techniques, technical data packages, manufacturing data packages and trade secrets).
- 1.8 “Background information” means IP which is necessary to, or useful in, exploring the possibility of setting up, or in achieving the objectives of, a specified Action Group, but which was generated prior to, or outside the scope of, the said Action Group.
- 1.9 “Foreground information” means IP which is generated in the course of the work of a specified Action Group.
- 1.10 “Intellectual property rights” (IPR) means rights derived from intellectual property.

2. Preamble

- 2.1 The following Rules as set out in Sections 3 to 7 (hereinafter referred to as the Rules) are based upon the assumption that Action Group tasks will be accomplished by work undertaken by the participating governments and participating organisations at their own expense and/or under contracts placed by participating governments.
- 2.2 All GARTEUR governments, organisations represented on the Groups of Responsables, and all organisations which propose to participate in, or may have access to the results of, any GARTEUR activities will each confirm in writing their adherence to the Rules and, in doing so, have regard to any third party agreements which may obstruct their full compliance with the Rules.
- 2.3 Contractual arrangements in each GARTEUR country will ensure that the normal contractual terms and conditions relating to IPR for national purposes are applied. For GARTEUR purposes the conditions of such contracts will be such as to enable the participating government and the contractor to respect the Rules.
- 2.4 All participants in Action Group activities are expected to have regard to the aims of GARTEUR when determining the terms and conditions to be attached to release of rights in foreground information generated by their activities. In particular the participants should be aware of the mutual and balanced benefits which are explicit in the aims of GARTEUR, and construe all the following Rules in that spirit.

3. Intellectual Property Rules

3.1 Background Information

- 3.1.1 Background information made available for the purpose of setting up a specified Action Group will, subject to Section 4 below, be treated by the recipients as information disclosed in confidence, and will be used only for the purposes for which it was disclosed. It will not be disclosed to third parties or reproduced, except with the prior written consent of the party which made the background information available.
- 3.1.2 The owner of background information made available for use within a specified Action Group to further the activities thereof may be requested, but is not obliged, to make it available to another participant in that Action Group by way of a licence on fair and reasonable terms.
- 3.1.3 When background information is required to support the use of foreground information in the performance of work subsequent to the activities of a specified Action Group, the owner of the background information will be requested to support the work on fair and reasonable terms. If the said owner is unwilling or unable to provide such support then, without prejudice to the rights of third parties and the provisions of paragraphs 3.1.4 and 3.1.5 below, he will enter into good faith negotiations with a view to granting a licence in respect of the background information on fair and reasonable terms. In no event shall this commitment to negotiate be construed as compelling the owner of the background information to grant a licence.
- 3.1.4 In no event will any party be obliged under the Rules to provide background information which it considers critical to its competitive position or its commercial interests. Consequently any party remains entitled to reserve background information as it deems fit.
- 3.1.5 As soon as it is anticipated that background information will be required to support foreground information, a request will be made to the owner of such background information to make a

declaration as to whether or not such background information will be made available on fair and reasonable terms to be agreed by the parties concerned.

- 3.1.6 To the extent a participant in a specified Action Group is not the owner of relevant background information, but holds a right and licence in respect thereof, the said participant will use all reasonable efforts to obtain the use of such background information from the owner for the purpose of setting up the Action Group, achieving the objectives thereof, or supporting the use of foreground information on fair and reasonable terms and conditions.

3.2 Foreground Information

- 3.2.1 Foreground information generated in the course of the work of a specified Action Group will be made available on a confidential basis, in accordance with Section 4, to the governments and organisations participating in that Action Group and may be used, free of charge, only for the purpose of achieving the tasks of that particular Action Group.
- 3.2.2 Foreground information required outside the scope of an Action Group in which it was generated will be made available for the use by, or on behalf of, the governments or organisations participating in that Action Group, at their request, in their aeronautical research, development and, where appropriate, production programmes (including collaborative research, development or production programmes with governments or organisations of GARTEUR countries). Such use will be on fair and reasonable terms and conditions determined by the owner of the foreground information in agreement with the sponsoring participating government, having due regard to the contribution, both financial and technical, made by the requesting party to the activities of that Action Group and, in particular, to the generation of such foreground information.
- 3.2.3 The exercise of the rights in foreground information, other than by the owner(s), by, or on behalf of, a participating government or participating organisation in a collaborative programme with the government or an organisation of a non-GARTEUR country will require the unanimous consent of the participating governments and participating organisations in the Action Group in which the foreground information was generated; if this consent is granted, the terms and conditions under which the rights are exercised will be established by them.

3.3 Ownership of Intellectual Property

The ownership of foreground information will be vested in the originator(s), unless otherwise agreed between the parties to a contract.

4. Confidentiality

As a general principle all intellectual property made available for GARTEUR purposes will be treated in confidence. When such intellectual property is in documentary form it may be marked, if so desired by the originator, with the legend "GARTEUR in Confidence".

- 4.2 Recipients of intellectual property marked in accordance with paragraph 4.1 must regard such marking as restricting both disclosure and use. All communications of such intellectual property are made for information purposes only, unless express written consent is given to the contrary. The term "for information purposes" in the Rules means for purposes of assisting in the evaluation of the technical information for GARTEUR purposes only and without

prejudice to any rights of the owner. This term does not include the use, duplication or disclosure, in whole or in part, for purposes of manufacture.

- 4.3 If a recipient has caused to disclose intellectual property to a third party, such disclosure shall only be with the written consent of the owner(s), which consent shall not be unreasonably withheld. The recipient will indicate the confidential nature of the intellectual property to the third party.
- 4.4 The obligation of confidentiality imposed upon any recipient of intellectual property under this Section will not apply to any intellectual property which can be shown by the recipient to be
- received by the recipient from a third party entitled to supply the intellectual property without any relevant restriction on use or disclosure, or
 - published by the disclosing party, or
 - in the public domain otherwise than in consequence of a breach of confidence by the receiving party, or
 - at any time developed independently by the receiving party.

5. Unauthorised Disclosure and/or Use of Intellectual Property

In the event of damage through unauthorised disclosure and/or use of intellectual property, the owner of such intellectual property will, in accordance with the applicable law, be compensated for such damage. In the event of unauthorised disclosure and/or use by an organisation in a GARTEUR country, the government of that GARTEUR country will give all reasonable assistance to the injured owner to secure fair and reasonable compensation.

6. Disputes

In any dispute concerning the interpretation or implementation of the Rules the matter will be brought to the attention of the Council of GARTEUR. Except in cases where immediate legal action is deemed necessary by the aggrieved party, the said party will not have recourse to a court of competent jurisdiction until the lapse of a period of three months, during which the Council will use its best endeavours to secure an amicable settlement.

7. Withdrawal

In the event that a participating government or participating organisation wishes to withdraw from an Action Group before the Group has accomplished its tasks, the withdrawing party must give six months (or such other period as may be agreed) written notice of its intention to withdraw and, during that time, must use its best endeavours to mitigate the effects of such withdrawal.

- 7.2 The withdrawing party must ensure that the rights, as set out in Section 3 above, of the remaining parties in respect of foreground information generated by the withdrawing party prior to the date of withdrawal are preserved, and that all background information necessary to support the use of such foreground information in pursuance of the Action Group task will be made available on fair and reasonable terms and conditions to another party selected by mutual agreement. The withdrawing party will enter into good faith negotiations with a view to granting, on fair and reasonable terms, a licence in respect of background information

necessary to support the use of such foreground information. In no event will this be construed as imposing upon the withdrawing party a compulsory requirement to licence.

- 7.3 The withdrawing party may continue to use, in accordance with Section 3, foreground information made available to it up to the date of withdrawal. The withdrawing party will, after withdrawal, continue to be bound by the obligations set out in the Rules regarding confidentiality and use.

GARTEUR / 4

**Appendix B to Memorandum of Understanding
GARTEUR Security Regulations**

Original: English
2004

Appendix B / MoU
GARTEUR / 4
3 pp.

Appendix B to Memorandum of Understanding GARTEUR Security Regulations

Classified GARTEUR Reports

1. General

Classified information originated and exchanged in connection with GARTEUR activities will be transmitted, stored, handled and safeguarded in a manner no less stringent than set forth in the NATO Security Regulations Document C-M (55)15 (Final), including all supplements and amendments thereto. These NATO Security Regulations serve as a reference for the security regulations applicable in the respective GARTEUR countries. All decisions required within the GARTEUR organisation with regard to classified information in connection with GARTEUR activities shall be taken by the Executive Committee.*

2. Classification, Distribution and Handling

When classified information is contained in a GARTEUR report, the appropriate classification (Secret, Confidential or Restricted) shall be applied in accordance with the national security regulations, applicable in the country in which the subject GARTEUR report is published. Distribution, handling and downgrading of classified GARTEUR reports shall also be in accordance with the pertinent national security regulations, with the GARTEUR secretariat being kept informed.

Non-Classified GARTEUR Reports

3. Marking

3.1 Non-classified GARTEUR reports will be marked either "GARTEUR Open" or "GARTEUR Limited".

3.2 "GARTEUR Open" means that the report may be published or disclosed without restrictions, but the secretariat is to be informed of any distribution outside the GARTEUR countries.

3.3 "GARTEUR Limited" shall be used whenever unlimited distribution of the information is deemed undesirable. The title page shall carry, clearly visible, the following legend:

"The present report is distributed on a limited basis, for the information of the listed organisations only; consequently filing in any central library open to others, and citation in accession lists, or as literature reference, are prohibited."

* The Executive Committee is the Committee as referred to in paragraph 1.4 of the Charter annexed to the GARTEUR Memorandum of Understanding.

- 3.4 Releasing a “GARTEUR Limited” report for “GARTEUR Open” distribution will require the unanimous approval of the organisations participating in the Action Group and of the appropriate Group of Responsables. In cases where this approval is given, the secretariat will inform the holders of the subject report accordingly.

On receipt of the unanimous proposal from the organisations participating in the Action Group, the Executive Committee may decide that such release will take place automatically after a certain period, to be indicated explicitly on the subject report.

4. Distribution

- 4.1 “GARTEUR Open” reports may be distributed without restrictions by the publishing organisation; however, the secretariat is to be informed of any distribution outside the GARTEUR countries.
- 4.2 “GARTEUR Limited” reports shall be distributed in accordance with a distribution list to be recommended unanimously by the organisations participating in the Action Group and approved unanimously by the appropriate Group of Responsables. A standard distribution list is given in Annex 1.

5. Handling

- 5.1 “GARTEUR Limited” reports shall be handled in such a way that the contents of these reports do not become available to organisations or persons other than those mentioned in the distribution list.
- 5.2 Any loss or (suspected) compromise of a “GARTEUR Limited” report shall be notified to the secretariat immediately.

Intellectual Property Rights

6. IPR Rules

Particular attention shall be directed towards all intellectual property in documentary form, which is made available in confidence and for GARTEUR information purposes only and must not be further disclosed or used except as specified in the Rules for the Protection and Use of Intellectual Property in GARTEUR Co-operation.

Annex 1: Standard Distribution List for “GARTEUR Limited” Reports

1 copy (or more)	to each organisation participating in the Action Group
1 copy	to each member of the relevant Group of Responsables *
1 copy	to each head of national delegation * (paper or electronic (pdf) version)
1 copy	to each Executive Committee member *
1 copy	to the Secretary for the GARTEUR central file (paper and electronic (pdf) version)
1 copy (or more)	to each organisation contributing (or more) data, experience or substantial planning work in the Action Group (subject to the unanimous agreement of the organisations participating in the Action Group)

* For information purposes only.

According to paragraph 4.2 of the IPR Rules “for information purposes” means for purposes of assisting in the evaluation of the technical information for GARTEUR purposes only and without prejudice to any rights of the owner; this term does not include the use, duplication or disclosure, in whole or in part, for purposes of manufacture.

GARTEUR / 5

GARTEUR Permanent Instructions

GARTEUR / PI-1

Terms of Reference for the Executive Committee

The Council

Original: English
2004

Permanent Instruction
GARTEUR/PI-1
2 pp.

Terms of Reference for the Executive Committee

1. The GARTEUR Council hereby establishes a committee called Executive Committee (XC), consisting of one member from each national delegation to the Council. These members shall represent their government and be of a broad executive level in aeronautical research.

In exceptional circumstances a member of the Executive Committee may be represented by an alternate from his organisation.

2. The chairmanship of the Executive Committee shall normally rotate with a period of two years among the Executive Committee members. The Chairman shall serve as Vice-Chairman during the two-year period preceding his chairmanship.

In general, both the Chairman of the Executive Committee and the GARTEUR Secretary will be a national of the same member country.

The Executive Committee shall meet as appropriate, in general three times per year.

3. The Executive Committee may invite advisers for specific points on the agenda of the Executive Committee meetings. The agreement of the Council is required before advice is sought from outside the GARTEUR countries.
4. The Executive Committee may establish Working Groups, subject to endorsement by the full Council either by Council meeting or by written consultation of the heads of delegation via Council Chairman. Where appropriate these Working Groups may include members from non-GARTEUR countries.
5. The Executive Committee shall implement and follow the directives of the Council and co-ordinate the activities of the Groups of Responsables. Decisions within the Executive Committee are taken by unanimity.

6. Furthermore, the Executive Committee shall, inter alia:
- propose terms of reference for the Groups of Responsables
 - supervise the activities of the secretariat
 - examine matters concerning GARTEUR security policy and take all decisions required within the GARTEUR organisation with regard to classified information in connection with GARTEUR activities
 - approve the release of Action Group information (interim and/or final) to non-GARTEUR countries, taking into account intellectual property rights
 - report to the Council on any major problem concerning GARTEUR activities
 - prepare a written annual report on the occasion of the first yearly meeting of the Council
 - meet at least once a year with representatives from aerospace industry of the GARTEUR countries
 - promote/step up (efforts, initiatives) related to:
 - external awareness of GARTEUR mission, principles and activities
 - communication between GARTEUR and European authorities managing R&T in aeronautics
 - periodically examine the full range of the GARTEUR Permanent Instructions and update them when necessary

GARTEUR / PI-2

Terms of Reference for the Groups of Responsables

The Council

Original: English
2004

Permanent Instruction
GARTEUR/PI-2
3 pp.

Terms of Reference for the Groups of Responsables

1. The Groups of Responsables (GoR) are established by the Council, and their activities shall be executed in accordance with the GARTEUR Charter and with the special instructions and/or guidelines issued by the Council or its Executive Committee.
2. Each Group of Responsables nominates a Chairman and a Vice-Chairman who will be formally appointed by the Council. Normally there will be a two-year tenure of offices of the Chairman and the Vice-Chairman subject to a rotational scheme. The Chairman shall serve as Vice-Chairman during the two-year period preceding his chairmanship.

The chairmen of the Groups of Responsables shall inform the GARTEUR Secretary on the orderly transfer of a Group of Responsables file as soon as the rotation of offices has been effected.
3. The Groups of Responsables shall review constantly work in the GARTEUR countries in their respective field, in order to identify topics of mutual interest to the GARTEUR countries and to select those topics in which collaborative work can be pursued fruitfully.
4. Procedures for the establishment of Action Groups shall be in accordance with GARTEUR/PI-3 and PI-7. After the members of a GoR have confirmed the respective national commitments to undertake the activities of a given Action Group, the GoR is authorised to establish such an Action Group, approve its terms of reference and appoint its Chairman and Vice-Chairman. The Council shall be informed of the GoR's decision and relevant detailed information shall be provided.
5. The Groups of Responsables are responsible for the supervision of the work performed by the Action Groups. Groups of Responsables will appoint one of their members (Monitoring Responsible) to monitor the activities of an Action Group. The Monitoring Responsible and the Action Group Chairman will preferably be nationals of the same GARTEUR country.
6. The Monitoring Responsible of an Action Group will make sure that the Chairman of the Action Group has an understanding of the relevant part of GARTEUR Basic Documents. He will review the results laid down in the reports prepared by the Action Group and will, in association with the members of an Action Group, make final recommendations for the classification or marking as well as the distribution of the report (see also GARTEUR/PI-6, § 1.4). Further details are laid down in the GARTEUR Security Regulations (Appendix B/MoU).
7. After completion of the tasks of an Action Group, the appropriate Monitoring Responsible shall give an appraisal of the activities of this Action Group and an evaluation of its results to the Chairman of the Group of Responsables. A summary of this evaluation shall be included in the GARTEUR Annual Report.

8. All the Groups of Responsables shall be duly represented at every Council meeting. During these meetings the Groups of Responsables shall present an overview of the current technical activity and future plans, including a status on running Exploratory Groups and Action Groups according to the predefined format as specified by the Council. Special emphasis will be placed on previous year activities in the spring meeting and on future activities in the autumn meeting.
9. Each GoR Chairman shall provide a written annual report of their activities and status during and at the end of the previous year for consideration by the Council on the occasion of their first yearly meeting.
10. The Groups of Responsables may identify the requirements for future test facilities.
11. Each Group of Responsables shall have at least two meetings per year, with at least one meeting attended by the appropriate industrial Points of Contact, to bring the point of view of industry.

Agendas and minutes of the Groups of Responsables meetings shall be sent to the Executive Committee and the GARTEUR Secretary.
12. The Groups of Responsables shall ask experts for ad-hoc meetings to investigate the feasibility of establishing an Action Group. This ad-hoc group of experts is called an Exploratory Group. Further guidelines are laid down in Annex I to these terms of reference.
13. In addition the Groups of Responsables will contribute to the improvement of:
 - external awareness of GARTEUR mission, principles and activities
 - communication between GARTEUR and the relevant European environment

Terms of Reference for the Groups of Responsables

Annex 1: Guidelines for the Operation of an Exploratory Group

1. The Groups of Responsables shall inform the Council of the existence and activities of an Exploratory Group.
2. An Exploratory Group does not have an official GARTEUR status, consequently Exploratory Groups activities are not covered by the provisions of the GARTEUR MoU (IPR Rules, e.g.).
3. A member of the Group of Responsables involved will attend the meetings of an Exploratory Group. In general this member will become the Monitoring Responsible in case an Action Group originates from the activities of an Exploratory Group.
4. The Groups of Responsables shall see to it that in general an Exploratory Group will not remain in existence for a period longer than one year and that the Exploratory Group will not have more than two meetings. If after one year and/or two meetings the Exploratory Group has not come up with a proposal for an Action Group, its activities should normally be terminated.
5. The experts in an Exploratory Group should normally come from organisations in the GARTEUR countries. If it is considered advantageous to involve experts from outside the member countries in the activities of an Exploratory Group, prior approval has to be obtained from the Council Chairman.

GARTEUR / PI-3

Guidelines for the Establishment and Operation of Action Groups

The Council

Original: English
2004

Permanent Instruction
GARTEUR/PI -3
5 pp.

Guidelines for the Establishment and Operation of Action Groups

1 Establishment of Action Groups

- 1.1 Action Groups are established by the appropriate Group of Responsables subject to the endorsement by the GARTEUR Council.
- 1.2 A Group of Responsables may ask experts for ad-hoc meetings to determine the feasibility of setting up an Action Group.

Reference is made to the Guidelines for the Operation of an Exploratory Group (GARTEUR/PI-2/Annex 1).

- 1.3 Items to be covered in a proposal for the establishment of an Action Group are the following:
 - 1.3.1 Objectives
Description of objective, justification, relation to other programmes.
 - 1.3.2 Statement of Work
Description of work to be performed by each participating organisation.
 - 1.3.3 Resources
Forecast of required man-hours in each of the participating organisations, required specialities, use of facilities, other costs to participating organisations.
 - 1.3.4 Membership and Tasks
The membership of an Action Group may include members from government departments, research institutes and industry, whichever is appropriate. A list of proposed Action Group members, their affiliations, etc. and their task in the Action Group will be included.
 - 1.3.5 Chairmanship
The proposal should include the names of the Action Group Chairman and Vice-Chairman who will be appointed by the Group of Responsables. The Action Group Chairman has the function of a project leader of the Action Group.
 - 1.3.6 Timetable
Bar charts showing periods of various planned activities, milestones, projected meeting dates and locations, reporting or publication schedule. The total time for an Action Group should normally not exceed three years; a period of two years is preferred. Longer-term work should be divided in phases and a statement about possible extensions should be included.

- 1.3.7 Reporting and Publications
Intended form of reporting (refer also to GARTEUR/PI-5 and P1-6).
- 1.3.8 Security and Intellectual Property Rights
Statements of limitations on dissemination of results. Reference to be made to the IPR Rules and to the Security Regulations (Appendices A and B to MoU).
- 1.4 In general, the Group(s) of Responsables shall consult the Council in advance on the setting up of Action Groups.
- 1.5 Prior to the establishment of an Action Group all participants (companies, establishments, organisations) will have to sign a Letter of Acceptance (Annex 1) and a Letter of Adherence (Annex 2) and forward the signed documents to the Chairman of the Group of Responsables.

2 Operation Rules

Action Group operation rules are the following:

2.1 Action Group Meetings

In general, Action Groups should meet, depending on the scheduled work, about three times per year. The Monitoring Responsible should attend at least the first meeting of the Action Group.

Agendas and minutes of meetings of Action Groups should be sent to the appropriate Group(s) of Responsables and to the GARTEUR Secretary.

2.2 Reporting

The Chairman has the duty to report to the appropriate Group(s) of Responsables via his Monitoring Responsible at least twice per year, in due time before every Council meeting.

The Chairman is responsible for the issue of the final report according to the proposal of the AG. At the end of the AG, the Chairman shall provide to the XC via C/GoR a set of view graphs highlighting the significance of the work, preferably in an electronic form (power point file), i.a. for possible publication on the GARTEUR website.

2.3 Security and Safeguarding of IPR within GARTEUR

All individuals within GARTEUR shall receive a personal copy of the set of rules and regulations referred to in GARTEUR/PI-3/Annex 2. In the case of Action Group members, these copies will be distributed by the Chairmen of the respective groups, who will also ensure that their members can justify that his/her sponsoring company or institution has agreed to comply with the said rules and regulations. The GARTEUR Secretary will maintain an updated list of the organisations that have agreed to the rules and regulations.

2.4 Distribution of “GARTEUR Limited” reports (TP Series):

2.4.1 General

Any information originated and exchanged in connection with GARTEUR activities shall be transmitted, stored, handled and safeguarded as set forth in the GARTEUR Security Regulations and the GARTEUR IPR Rules. Both documents have been primarily drawn up for the purpose of accommodating safeguarding interests of the industry.

2.4.2 Standard Distribution

“GARTEUR Limited” reports shall be distributed in accordance with an agreed distribution list. The marking “GARTEUR Limited” shall be applied only when implicitly necessary.

Particular reference to “GARTEUR Limited” reports is made in paragraph 3.3 (Marking), paragraph 4.2 (Distribution) and paragraph 5 (Handling) of the GARTEUR Security Regulations.

2.4.3 Extended Distribution

In exceptional cases the members of an Action Group and the Group of Responsables can agree on an extended distribution on the basis of the GARTEUR Security Regulations (without the introduction of a third category of report marking). The various possibilities for an extended distribution of reports include:

2.4.3.1 Downgrading non-classified information from “GARTEUR Limited” to “GARTEUR Open”

- automatically after a certain agreed period of time
- at an earlier date on special request according to Security Regulations paragraph 3.4

2.4.3.2 Extension of the Standard Distribution List

The members of an Action Group can agree to extend the standard or original distribution list to further recipients already known at the beginning or during the course of the Action Group activities.

Guidelines for the Establishment and Operation of Action Groups

Annex 1: Letter of Acceptance

To
The Chairman of the
GARTEUR XX Group of Responsables (XX = AD, or FM, or SM, or HC)

c/o.....
.....
.....

Dear Sir,

This is to affirm that ...* will, within the provisions of the GARTEUR Rules, collaborate in the GARTEUR Action Group ...** as set out in the Proposal ...***, and will, within the limits of its normal resources, use its best endeavours to carry out its share of activities as specified therein.

It is understood that the effect of cost changes arising in the originally agreed participation of ...* may not be imposed on other Action Group parties without their consent.

We agree that the work programme may be subsequently amended in terms of content and/or timescale by a majority decision of the Action Group parties, which will not impose an increased burden on any individual party without its consent.

It is understood that during the course of the Action Group programme the parties will review the progress at regular intervals.

With regard to the GARTEUR Rules of Intellectual Property Rights and to the GARTEUR Security Regulations, a signed Letter of Adherence is enclosed/reference is made to the Letter of Adherence signed by ...* on ... (date).

(Place and date of signature)

(Signature/s)

* Name of company/organisation/establishment
** Name/subject of Action Group
*** Reference number, date

Guidelines for the Establishment and Operation of Action Groups

Annex 2: Letter of Adherence

To
The Chairman of the
GARTEUR XX Group of Responsables (XX = AD, or FM, or SM, or HC)
c/o.....
.....
.....

We,

(Name and address of company or institution)

in taking part in the activities of the Group for Aeronautical Research and Technology in Europe (GARTEUR), will adhere to and comply with the Rules for the Protection and Use of Intellectual Property in GARTEUR Co-operation (Appendix A/MoU) as well as with the GARTEUR Security Regulations (Appendix B/MoU).

(Date and place of signature)

(Signature)

GARTEUR / PI-4

Terms of Reference for the GARTEUR Secretary

The Council

Original: English
2004

Permanent Instruction
GARTEUR/PI-4
2 pp.

Terms of Reference for the GARTEUR Secretary

1. The GARTEUR Secretary is nominated by the GARTEUR countries according to a rotational scheme and is appointed by the Council. The term of office is normally two years, or for a longer period subject to a decision of the Council.

The Secretary is directly responsible to the Chairman of the Council. The Chairman of the Executive Committee will supervise his day-to-day functioning.
2. The main task of the Secretary is to provide assistance for the meetings of the Council and the Executive Committee, to write the minutes of these meetings and to provide further secretarial services as required on request of the Council and the Executive Committee.

Services include the preparation and distribution of documents of the Council and the Executive Committee and the compilation of periodical GARTEUR documents.
3. In order to accomplish his administrative tasks, the Secretary - under the guidance of the Executive Committee - shall initiate, implement and maintain an administrative system (GARTEUR R/PI -5) throughout GARTEUR.
4. The Secretary is responsible for maintaining a central GARTEUR file for the Council, the Executive Committee, each Group of Responsables and each Action Group. This central file shall completely include records of meetings and documents produced by the various elements of GARTEUR.

Files of a dissolved GARTEUR element shall be transferred to the GARTEUR secretariat.
5. GARTEUR documents and correspondence shall be filed and registered in such a way that registry files can be transferred effectively without losing continuity.
6. The Secretary shall register the distribution of GARTEUR publications in accordance with the Security Regulations and observe dates of downgrading.
7. The Secretary shall support the Annual Report preparation process, being responsible for correcting, assembling and printing, based on contents inputs provided by the XC and the GoR Chairman, according to the agreed format.
8. The Secretary is responsible for keeping updated the GARTEUR Directory. Electronic version of the directory will be distributed twice a year.
9. The secretary is responsible for maintaining GARTEUR information as created by the results of terminated Action Groups.
10. The Secretary is responsible for maintaining the official GARTEUR web site in connection with the Executive Committee and the Chairmen of the Groups of Responsables.

11. The Secretary may also participate in meetings of the Groups of Responsables. He shall contribute to the information exchange between the various elements of GARTEUR and support external contacts.
12. All elements of GARTEUR and the appropriate organisations outside GARTEUR will be notified in good time by the GARTEUR Secretary of the transfer of the secretariat.
13. After his tenure, the Secretary will transfer the registry files to his successor. After the transfer has been accomplished satisfactorily, the succeeding Secretary will report such to the Chairman of the Executive Committee.

GARTEUR / PI-5

GARTEUR Administrative System

The Council

Original: English
2001

Permanent Instruction
GARTEUR/PI-5
4 pp.

GARTEUR Administrative System

1. Identification of GARTEUR Documents

Prefix	Doc.	Followed by symbol	Definition of document
GARTEUR/	TP-	serial number to be assigned by GARTEUR Secretary	technical publication, i.e. a finalised document of a technical nature containing the full results of activities of an Action Group (1) *
GARTEUR/	TPT-	same serial number as (basic) TP	as for TP but tailored for distribution to either a GARTEUR country not participating in the subject activity or to a non-GARTEUR country (1) *
GARTEUR/	M-	serial number to be assigned by GARTEUR Secretary	memorandum, i. e. finalised document of any GARTEUR unit to be published. if not a TP; always "GARTEUR Limited" unless authorised "Open" by XC (1) *
For use with GARTEUR letterhead only (2) *			
GARTEUR/	P1-	serial number to be assigned by GARTEUR Secretary	a series of permanent instructions like terms of reference, guidelines and other directives of a permanent nature applicable throughout GARTEUR

* Refers to Notes in paragraph 3.

Prefix	Doc.	Followed by symbol	Definition of document
(3)* /	D-	serial number to be assigned by respective secretariat (3)*	a finalised document, e. g. X/D-12
(3)* /	WP-	serial number to be assigned by respective secretariat (3)*	a genuine working paper which can be destroyed as soon as the finalised document is issued, e.g. FM/WP- 19
(3)* /	SR-	serial number to be assigned by respective secretariat (3)*	the (summary) record of a meeting, e.g. X /S R- 12
(3)* /	DS-	serial number to be assigned by respective secretariat (3)*	a list of decisions taken at a meeting and distributed in advance of the issue of the (summary) record, for the purpose of information, e.g. AD/DS-5
(3)* /	N-	serial number to be assigned by respective secretariat (4)*	a notice of an administrative and purely temporary nature, e. g. FM/N- 13
(3)* /	A-	serial number to be assigned by respective secretariat (4)*	agenda for a meeting, e. g. HC(AG03)/A-6

2. Identification of GARTEUR Correspondence

Instead of (or supplemental to) senders' own reference number use GARTEUR Ref. No. as indicated below for all paperwork which cannot be considered as a document, defined above, or for which assignment of a document number (even as a notice) would not be appropriate. Senders' own letterhead may be used. For instance: cover/transmittal letters, letter of a general nature, correspondence to addressees outside GARTEUR, telex messages.

* Refers to Notes in paragraph 3.

Prefix		Followed by	Use
as for documents (3)*	(calendar year)	consecutive serial numbers over the years assigned by the respective secretariat (4)*	for outward correspondence, e.g. SM(80)121
1/(5)*	(calendar year)	consecutive serial numbers over the years assigned by the respective secretariat (4)*	internal system for registering incoming correspondence at a central registry, e.g. I/X(86)724

3. Notes

Note 1:

Apart from the title and the other text peculiar to the issuing establishment, the title page of a technical publication or memorandum shall mention the following:

- a) GARTEUR/TP-... or GARTEUR/M-...
“Prepared under the auspices of the Group of Responsables for . . . of the Group for Aeronautical Research and Technology in Europe (GARTEUR)”, if TP, or “prepared under the auspices of ... of the Group for Aeronautical Research and Technology in Europe (GARTEUR)”, if M.
- b) The GARTEUR security classification or marking.
Reference is made to the GARTEUR Security Regulations (Appendix B to MoU)
- c) The original language of the TP or M (left-hand upper corner after the word Original)
Other pages of a TP or M shall mention the GARTEUR security classification/marking (top and bottom) and, in the upper right-hand corner, the document identification, e. g. GARTEUR/TP-... or GARTEUR/M-...

Note 2:

Each GARTEUR document in the following categories shall use only the GARTEUR letterhead (top of first or title page only) and shall mention the original language, the GARTEUR classification, and the document identification as stipulated for technical publications (Note 1 except a). The issue date shall be mentioned under the original language text (upper left-hand corner, title or first page only).

* Refers to Notes in paragraph 3.

Note 3:

A prefix indicating the GARTEUR element from which the document originates. Use the following prefixes:

- a) for the Council: C
- b) for the Executive Committee: X
- c) for a Group of Responsables:
 - AD (Aerodynamics)
 - FM (Flight Mechanics Systems and Integration)
 - SM (Structures and Materials)
 - HC (Helicopters)
- d) for an Action Group: the prefix for the Group of Responsables monitoring the subject AG, followed by (AG...) with the AG numbered consecutively within a Group of Responsables, starting with 01, e. g. AD(AG02)/WP-1. The AG number will be assigned by the GARTEUR Secretary after the AG has been approved
- e) for any other element: one or more letters to be assigned by the GARTEUR Secretary

Note 4:

In each category the serial number shall start with 1 with the exception of SR, DS and A series documents for which, for historical reasons and/or at the discretion of the Secretary, the number of the meeting since the inception of the element may be used as the serial number.

Already existing files shall be closed on the effective date of the GARTEUR Administrative System.

Note 5:

Use prefix symbol of the receiving element (see Note 3, a through e).

GARTEUR / PI-6

**Guidelines on GARTEUR Technical Publications,
Symposia and Specialists' Meetings**

The Council

Original: English
2009

Permanent Instruction
GARTEUR/PI-6
2 pp.

Guidelines on GARTEUR Technical Publications, Symposia and Specialists' Meetings

1. Technical Publications

The following guidelines are concerned with technical publications (TP) from any Action Group as a whole, and not with technical papers submitted within an Action Group by the members during the course of the work; these are covered by Section 4 of the IPR Rules.

- 1.1 When appropriate, results of GARTEUR joint activities will be reported in a report series of the country from which the Chairman of the subject Action Group comes. Such a report shall clearly indicate the connection with GARTEUR, and properly record all participants and mention their affiliation. Further instructions are given in GARTEUR/PI-5, § 3, Note 1.
- 1.2 There will be no particular GARTEUR series of technical publications. The cover of the TPs shall clearly identify the report as a GARTEUR document.
- 1.3 The issue of the report will have to be approved by the Group of Responsables.
- 1.4 All reports will bear a GARTEUR/TP-serial number to be assigned by the GARTEUR secretariat. At the same time as the proposal for the setting up of a new Action Group is approved by the appropriate Group of Responsables, the Monitoring Responsible will, in association with the members of the prospective Action Group, recommend the appropriate classification or marking as well as the distribution of the reports (see also GARTEUR/PI-2, § 6).

Further details are laid down in the GARTEUR Security Regulations (Appendix B/MoU).

- 1.5 The distribution list will be included in the report.

2. Symposia and Specialists' Meetings

- 2.1 GARTEUR as a whole or single organisational element shall not organise special symposia of its own.
- 2.2 The Groups of Responsables may promote presentations/lectures on GARTEUR activities to be given at international symposia (European aerospace forums, ICAS, etc.) and at national meetings organised by research societies, industry and establishments. These presentations/lectures should be clearly identified as GARTEUR contributions, be in accordance with GARTEUR Rules (IPR, Security Regulations e.g.) and should be made available to the XC via the C/GoR.
- 2.3 GARTEUR may sponsor specialists' workshops, as far as deemed useful for its own work, on selected topics and before invited attendees.

- 2.4 GARTEUR may consider internal closed meetings of a larger number of Action Groups to be held as occasion may require, in order to exchange information and to promote interdisciplinary discussions.
- 2.5 The Groups of Responsables will have in due time to inform the Executive Committee on planned activities mentioned under 2.2 to 2.4.
- 2.6 In cases where matters of classified nature are discussed during meetings, clearances and visit arrangements shall be made in accordance with the security regulations applicable in the host country.

GARTEUR / PI-7

Admission of Organisations from non-GARTEUR Countries to Action Groups

The Council

Original: English
2009

Permanent Instruction
GARTEUR/PI-7
5 pp.

Admission of Organisations from non-GARTEUR Countries to Action Groups

1. Preamble

- 1.1 This instruction describes the procedure to be followed, unless otherwise specified by the Council, before any organisation outside the GARTEUR countries may be admitted to participation in an Action Group (AG). Such an organisation will hereinafter be called a non-GARTEUR country organisation.
- 1.2 It is important that the procedure described herein should be followed carefully. In particular no technical paper relevant to the Action Group should be circulated until the stipulated action have been completed.
- 1.3 The Chairman of the Executive Committee (XC) shall be responsible for ensuring compliance with this procedure.
- 1.4 In case of request for Action Group participation by an organisation from a non-GARTEUR EU country, a simplified procedure, as described in paragraph 2.7 hereunder, shall apply.

2. Procedure

- 2.1 The Director of the candidate organisation writes to the Chairman of the Executive Committee requesting approval for the suggested participation, and sends a copy of this request to the Chairman of the appropriate Group of Responsables at the same time.
- 2.2 After having received the approval of the Heads of Delegation, the Chairman of the Executive Committee sends to the candidate organisation copies of the MoU, the Charter, the IPR Rules, the Security Regulations, the Permanent Instructions (PI), and the Letter of Adherence (Annex 3) for information, and requests advice upon which department of the non-GARTEUR country government will be concerned.
- 2.3 After the candidate organisation has confirmed in writing its willingness to participate under the specified GARTEUR conditions, the Chairman of the Council writes to the appropriate department of the government of the non-GARTEUR country enclosing copies of the MoU, the Charter, the IPR Rules and the Security Regulations and inviting a statement of agreement to adhere to and comply with the terms of the Rules for the Protection and Use of Intellectual Property in GARTEUR Co-operation (Annexes 1 and 2).
- 2.4 The government of the non-GARTEUR country (at an adequately senior level in the appropriate department) responds (Annex 2).
- 2.5 The candidate organisation returns the signed Letter of Adherence (Annex 3).
- 2.6 The Chairman of the Executive Committee actions the Chairman of the appropriate Group of Responsables to involve the non-GARTEUR country organisation in the Action Group.

- 2.7 In case of a candidate organisation from an EU country, the procedural steps described in paragraphs 2.2, 2.3 and 2.4 above are replaced by the following: after having received the approval of the heads of delegation, the Chairman of the Executive Committee sends to the candidate organisation copies of the MoU, the Charter, the IPR Rules, the Security Regulations, the Permanent Instructions and the Letter of Adherence (Annex 3).

Admission of Organisations from non-GARTEUR Countries to Action Groups

Annex 1: Letter from Chairman of Council to Government of non-GARTEUR Country

To
The Department of
of the Government of
Attn.:
.....
.....

Participation in GARTEUR Action Group Activities

Dear Sir,

The Director of . . . (name of organisation) has requested to be allowed to take part in the activities of the proposed Action Group on ... (give full title). Before the organisation is invited to participate, I have been asked by the Council to obtain from you certain guarantees which can only be given by the governments of countries involved in GARTEUR activities. Therefore, I should be obliged if you would sign the enclosed "Statement" and return it to me as soon as possible.

I enclose for your information a copy of the GARTEUR Memorandum of Understanding and Charter, of the IPR Rules and of the Security Regulations.

Yours sincerely,

Chairman
GARTEUR Council

Enclosures: 5

Admission of Organisations from non-GARTEUR Countries to Action Groups

Annex 2: Statement by Government of non-GARTEUR Country

To
The Chairman of the
GARTEUR Council
c/o.....
.....
.....

I, as representative of the Government of ... (name of country), certify that, insofar as ... (name of organisation) becomes a participant in the activities of the proposed Action Group on ... (full title), the Government of . . . (name of country) agrees to adhere to and comply with the terms of the Rules for the Protection and Use of Intellectual Property in GARTEUR Co-operation and with the GARTEUR Security Regulations, copies of which were attached as annexes to the GARTEUR letter no. C(...) ... of ... (date).

(Date and place of signature)

(Signature)

(Position of signatory)

Admission of Organisations from non-GARTEUR Countries to Action Groups

Annex 3: Letter of Adherence

To
The Chairman of the
GARTEUR Executive Committee
c/o.....
.....
.....

We,

(Name and address of company or organisation)

in taking part in the activities of the Group for Aeronautical Research and Technology in Europe (GARTEUR), in relation to the Action Group on ... (full title), will adhere to and comply with the MoU, the Charter, the Rules for the Protection and Use of Intellectual Property in GARTEUR Co-operation, the GARTEUR Security Regulations and the Permanent Instructions, as received as annexes to the GARTEUR letter no. X(...) ... of... (date), to the extent that they are relevant to the activity of the proposed Action Group.

(Date and place of signature)

(Signature)

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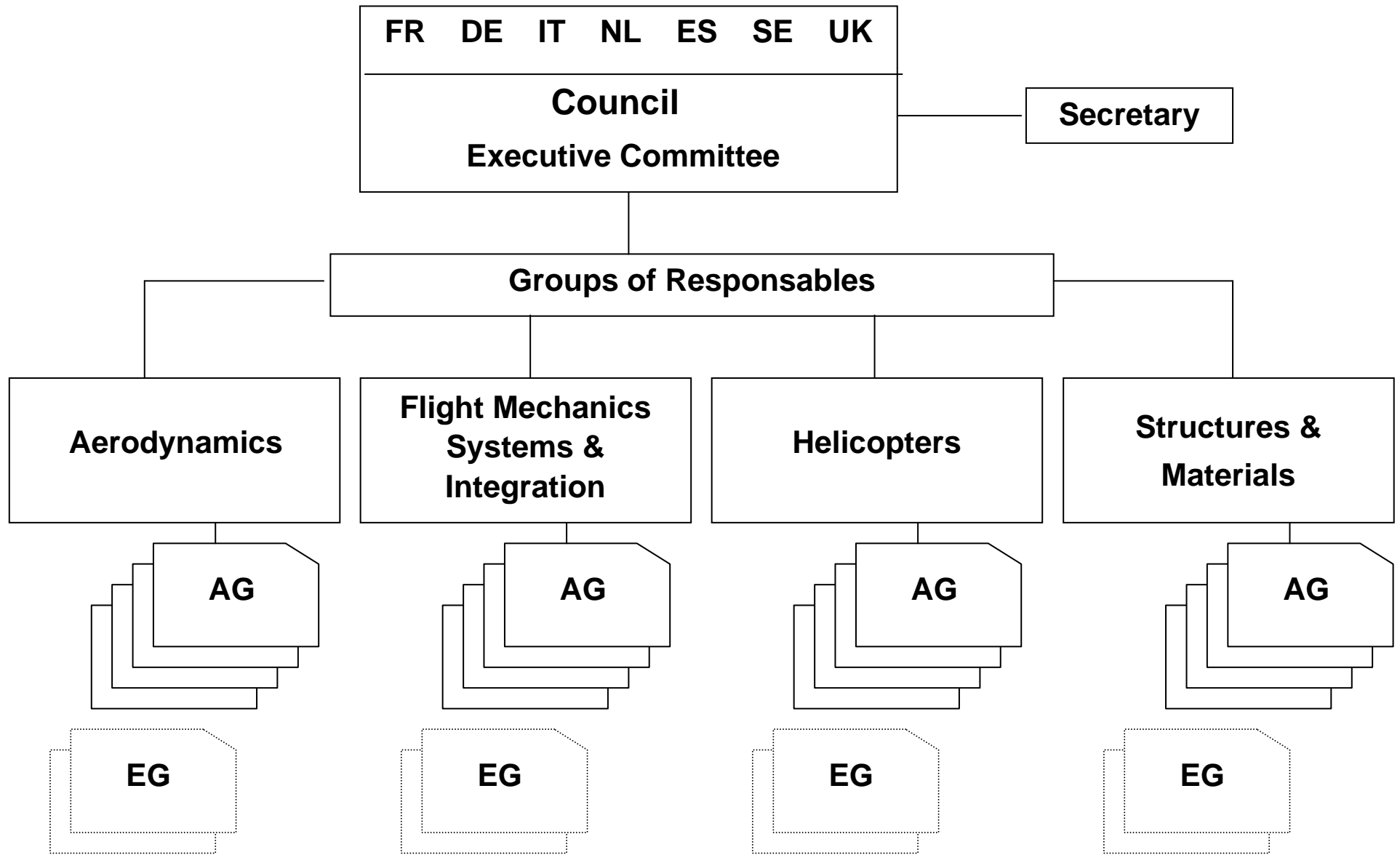
TITLE

AUTHORS NAMES

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in the areas of Aerodynamics, Flight Mechanics Systems and Integration, Helicopters
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