



LIETUVOS RESPUBLIKOS KRAŠTO APSAUGOS MINISTERIJA
MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF LITHUANIA

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Vilnius, 27 May 2016 No. 12-01-94

Ministère de la Défense République Française
Direction Générale de L'Armement
Direction des Operations
L'ingénieure générale de l'armement Monique Legrand-Larroche,
OCCAR Board of Supervisors Chairperson

Reference: Letter of Offer - Boxer Programme dated on 25 May 2016 No. 16-070904 DGA/DO/D

Attachment: Letter of Acceptance signed on 26 May 2016

Dear General Legrand-Larroche,

I am pleased to receive your letter dated 25 May 2016 No. 16-070904 DGA/DO/D which reads as follows:

"Following the discussions between our representatives which permitted the definition of the conditions applying to your participation in the BOXER Programme, and following the Programme Management Authorisation (PMA) relating to the BOXER Programme, approved by the Board of Supervisors (BoS) on 21 January 2001 and the amendment thereto dated 22 February 2016, by which the OCCAR Board of Supervisors (BoS) has given its approval to the participation of the Republic of Lithuania in the BOXER Programme I have the honour to propose, on behalf of OCCAR, the following provisions:

- 1. You confirm your intention to participate in the BOXER Programme and to have it managed by OCCAR in accordance with OCCAR Rules (See paragraph number 4). Your representatives shall participate in the Programme Board and the Programme Committee, which have been created by the OCCAR Board of Supervisors (BoS) to manage the BOXER Programme, as described in OCCAR Management Procedures (OMP) 1, 2, 3 and 4. They shall have your authority to decide on all matters within the responsibility of the Programme Board and Programme Committee.*
- 2. The OCCAR privileges and immunities provisions and the arbitration clause described in Appendix I and Appendix II to this Letter shall apply to the BOXER Programme.*
- 3. The Republic of Lithuania shall negotiate the Programme Decision with the other States participating in the BOXER Programme in accordance with OCCAR Rules. By signing the Programme Decision, the Republic of Lithuania shall be legally bound to the Programme to the same extent as OCCAR Member States participating in the Programme. The Programme Decision shall constitute a decision referred to in Article 38 of the OCCAR Convention as quoted in Appendix III to this Letter.*
- 4. In this document, OCCAR Rules means the OCCAR Convention, the OCCAR Security Agreement, including relevant decisions pertaining to their interpretation, and OCCAR procedures (including all principles, strategies and policies). The version of these documents to apply is the one in force at the time of their application and will be accessible for representatives of the Republic of Lithuania.*


5. This letter together with your response shall constitute the agreement between OCCAR and the Government of the Republic of Lithuania referred to in Article 37 of the OCCAR Convention (as quoted in Appendix III to this Letter) concerning the management of the BOXER Programme by OCCAR. With the exception of Appendix I and Appendix II to the Letter of Offer, this Agreement shall enter into force on the date of receipt of your Letter of Acceptance by the Chairperson of the BoS. Appendix I and Appendix II to the Letter of Offer shall enter into force on the date of receipt, by the Chairperson of the BoS, of notification in which the Government of the Republic of Lithuania informs that the necessary national constitutional requirements for the entry into force of Appendix I and Appendix II have been completed. Until the date of entry into force of the Appendixes I and II, all BOXER Programme-related meetings will be held in the OCCAR-EA premises in Bonn (Germany); no contractor in the Republic of Lithuania will be awarded OCCAR contracts and no national of the Republic of Lithuania will be recruited as OCCAR-EA Staff Member or accepted as Detached National Expert (DNE).

6. This Agreement shall remain in force until the day of expiration of the Programme Decision referred to in Paragraph 3 of this Letter of Offer, taking also into account possible later extension(s) to this Programme Decision. This Agreement may need to be terminated earlier in the event that the Republic of Lithuania would prematurely withdraw from this Programme Decision. In such event, the Parties shall mutually agree on the conditions of the termination, knowing that in any case the provisions granted under the Appendix I and Appendix II for an indefinite period of time shall continue to apply.

I would be grateful for your confirmation that the preceding provisions are acceptable to the Government of the Republic of Lithuania."

I have the honour to inform you that the Government of the Republic of Lithuania accepts the above provisions. Accordingly, your Letter of Offer together with my reply herein shall constitute the agreement between the Government of the Republic of Lithuania and OCCAR concerning the management of the BOXER Programme by OCCAR.

Yours sincerely,



Juozas Olekas
Minister of National Defence of the Republic of Lithuania