

NATO UNCLASSIFIED



NATO Consultation, Command and Control Agency
Agence de consultation, de commandement et de contrôle de l'OTAN

NC3A-BE/DIR/GM /06/17
5 May 2006

To: Admiral Sir Mark Stanhope
Deputy Supreme Allied Commander
Headquarters SACT
7857 Blandy Road, Suite 100
Norfolk, Virginia 23551-2490
United States of America

Subject: **NATO-Microsoft Strategic Partnership Agreement**

Dear Sir Mark

Enclosed please find a copy of an enterprise-level strategic partnership agreement between NATO and Microsoft Corporation. This agreement, coordinated and endorsed through the office of the Assistant Secretary General for Defence Investment, forms the framework for what we hope will be a fruitful partnership.

The agreement outlines methods of collaboration on topics of mutual interest, such as technology collaboration, technical policy and standards, information security, etc.

The NC3A acts as a focal point for all of NATO in this agreement, which we believe compliments ACT's role as a major industry interface for NATO requirements and transformation. An earlier draft was reviewed by ACT LEGAD, Mr. Steve Rose.

Should you have any comments or questions, I or my staff would be eager to discuss the ramifications of the agreement.

A handwritten signature in black ink, appearing to read 'Dag Wilhelmsen'.

Dag Wilhelmsen
General Manager

Enclosure(s): NATO-Microsoft Corporation Strategic Partnership Agreement

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STRATEGIC PARTNERSHIP AGREEMENT

THIS AGREEMENT ON A STRATEGIC PARTNERSHIP (the “**Agreement**”) in the field of citizenship and information technology (the “**IT**”) is made and entered into as of this 30th day of May, 2006 (the “**Effective Date**”), by and between Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, USA, represented by Mr. Neil Holloway, Corporate Vice President (“**Microsoft**”), and the NATO Consultation, Command and Control Agency (“**NC3A**”) on behalf of the North Atlantic Treaty Organisation (“**NATO**”), represented by Mr. Dag Wilhelmsen, General Manager, NC3A (Microsoft and NC3A/NATO collectively the “**Parties**”). For the purpose of this agreement, NATO includes NATO entities, NATO military commands, NATO agencies and NATO Member Nations.

RECITALS

WHEREAS, NATO wishes to establish cooperation between itself and the international business community for the purposes of identifying and developing effective ways of addressing certain critically important issues related to national and international security.

WHEREAS, NC3A will act as the NATO portal for the cooperation between NATO and Microsoft cooperation; NC3A will enter into this agreement with Microsoft and will coordinate its fulfillment with the relevant NATO entities.

WHEREAS, Microsoft has already implemented a comprehensive citizenship program resulting in partnerships with other multi-national entities and now it wishes to support NATO’s efforts by sharing its experience in the area of such partnerships;

WHEREAS, Microsoft has proposed to NATO to jointly design a number of far-reaching programs promoting national and international security, and by doing this set an example of private-public partnership at the highest level.

NOW, THEREFORE, the Parties agree as follows:

1. SUBJECT OF THE AGREEMENT

This Agreement sets only the principles and outlines the areas for cooperation between the Parties. This Agreement is at no cost to NATO with regard to Microsoft activities. The aim of the agreement is to create a *Partnership* based on mutual areas of interest. There is to be no commercial agreement between the parties. Both parties understand that this is not an exclusive agreement.

It is anticipated that in pursuing dialogue regarding the initiatives discussed in Section 2 of this Agreement, the Parties will desire that appropriate affiliates of Microsoft enter into Technical Arrangements (“**TAs**”) with designated entities within NATO. The purpose of such TAs is to capture the evolving nature of this relationship and of IT in general, as well as to permit the assignment of key areas to those organizational designees with subject matter expertise and responsibility for a given area.

2. INITIATIVES OF MICROSOFT AND NATO

Under this Agreement, the Parties will initiate their collaboration. Five joint projects are broadly outlined in this Section, with further specifications to be agreed upon in separate agreements and/or TAs, concluded by the appropriate project “owners” within Microsoft and NATO. These Projects are grouped under the following titles:

- (a) Civil Military Cooperation (“**CIMIC**”) as further defined and described in Subsection 2.1 herein;
- (b) Defense Leaders Forum (“**DLF**”) as further defined and described in Subsection 2.2 herein;

- (c) Strategic Industry Advice, as further defined and described in Subsection 2.3 herein;
- (d) Business Collaboration, as further defined and described in Subsection 2.4 herein; and
- (e) Information Security Cooperation as further defined and described in Subsection 2.5 herein.

2.1 CIMIC. NATO is interested in developing closer working relationships with those civilian organizations (international organizations, governmental and non-governmental organizations) with which it frequently interacts in the process of fulfilling its military and citizenship duties. Microsoft has been actively working with some of these organizations in the process of its citizenships programs and various relief operations where Microsoft provided technical assistance to certain Non-Governmental Organizations (“NGOs.”) The Parties see a great value and possible synergy that would ultimately contribute to success in relief operations if Microsoft, NATO, other International Organizations, NGOs Government Organizations and IT Industry will establish closer relationships.

To facilitate that process:

(a) Microsoft will share with NATO the John Hopkins University Study on NGOs prepared by a third party for Microsoft at its request and all other studies, metrics and strategies completed at Microsoft.

(b) Microsoft will assist NATO to identify those key players in the NGO community that are more likely to interact with NATO in the relief efforts.

(c) Microsoft will introduce NATO to the Net Hope. A Global Consortium of the world’s leading charities.

(d) Microsoft will share the learning from Katrina and one of its virtual forums that Microsoft has supported at www.katrinasafer.com and from other Microsoft disaster relief efforts.

(e) Microsoft and NATO will jointly participate in investigating the potential collaboration with other industrial organizations, NGO’s and the UN of a crisis response solution to make timely and effective decisions.

2.2 DEFENSE LEADERS FORUM (DLF). Microsoft and NATO will jointly, and, with the option of including other business entities as co-sponsors, initiate and organize an annual gathering of defense leaders in a forum, to which they will invite military leaders from the NATO Member Nations, Partners for Peace Nations and possibly other NATO-friendly nations as well as prominent figures from academic, economic, political and NGO communities. This forum will engage the invitees in a live dialogue focusing on certain aspect of collaboration between the military leadership with civil and business organizations. Microsoft will cover the financial expenses related to the organization and running of the DLF in coordination with any other sponsors. The Parties will jointly identify participants, speakers and agenda.

2.3 STRATEGIC INDUSTRY ADVICE

2.3.1 Advice of Chief Technical Officer. Microsoft’s designated senior representative of the Chief Technical Officer (the “CTO”) will provide to NATO, on a quarterly basis, an expert briefing on development and trends in the technology industry. Such briefing will be designed to stimulate a regular dialogue between the NATO leadership and technology experts as well as promote understanding among the military leaders of the dynamics in the IT sector and its impact on NATO’s mission.

2.3.2 Technical Strategic Cooperation. On a quarterly basis, Microsoft will organize for NATO a technical workshop on development and trends in the technology product sector. Such workshops will be designed (i) to stimulate a regular dialogue between the NATO technical experts

on the Microsoft product and Microsoft technology experts, (ii) for Microsoft to update NATO on the strategic roadmap for its future technologies and products, and (iii) for Microsoft to provide information regarding its choice of key standards or technologies and facilitate NATO's assessment of their impact on the NATO technology strategy. These workshops will take place at various locations at Microsoft and NATO sites on a rotational basis.

2.3.3 Technology Policy and Standards Working Groups. Microsoft and NATO will hold trimester conference calls with NATO on technology policy issues of common interest and will form a working group which will determine agenda items and assist with identifying appropriate speakers for such calls. In addition, the Parties will form a Standards Working Group that will hold bi-annual conference calls to discuss various standards issues of mutual interest and relevance at the time.

2.3.4 Technology Collaboration.

(a) Web Based IT Collaboration. To facilitate NATO's understanding and possible adoption of applicable web technologies, the Parties will engage in the exchange of information related to Service Oriented Architectures, web services, XML, Net Centric Enterprise Services, Collaboration (SharePoint, portals, etc.) and .Net Development environments at Microsoft.

(b) Core and Infrastructure Collaboration. To facilitate NATO's understanding and possible adoption of applicable core and infrastructure technologies, the Parties will engage in the exchange of information related to Network Operating System evolution, Virtualization and Server Based Computing technologies, Storage services, Identity Management, Email, Enterprise Systems Management, Collaboration tools at Microsoft.

(c) Working Group. To pursue the projects anticipated in paragraphs (a) and (b) of this Subsection 2.3.4., the Parties will designate a working group that will be introduced to Microsoft's Web based IT and Core and Infrastructure IT in the areas of (i) product and solution development from an early stage of concept creation and research to product manufacturing and deployment, and joint experimentation, (ii) management and communication among Microsoft product and business groups during their project collaboration through the use of IT tools, (iii) knowledge management and expertise maintenance in the light of regular personnel rotation, and (iv) collecting and processing business and technical feedback on any complex matter and generating a unified approach to its resolution. Microsoft will invite the working group to visit Microsoft headquarters in Redmond, including Microsoft Research, where Microsoft will designate its personnel to introduce NATO to its specialist products with respect to each of the foregoing areas.

2.4 BUSINESS COLLABORATION To facilitate NATO's understanding and possible adoption of applicable processes from the business sector, the Parties will engage in the exchange of information related to business processes and project management at Microsoft. To achieve this, NATO will designate a working group for whom Microsoft, together with NATO, will develop a program introducing the working group to Microsoft's business processes in the areas of (i) product and solution development from an early stage of concept creation and research to product manufacturing and deployment, (ii) management and communication among Microsoft product and business groups during their project collaboration through the use of IT tools, (iii) knowledge management and expertise maintenance in the light of, regular personnel rotation, and (iv) collecting and processing business and technical feedback on any complex matter and generating a unified approach to its resolution. Microsoft will invite the working group to visit Microsoft headquarters in Redmond where Microsoft will designate its personnel to introduce NATO to its business practices with respect to each of the foregoing areas.

2.5 INFORMATION SECURITY COOPERATION. Microsoft is devoted to promoting the security of information systems and networks for all of its partners, including governments and critical information infrastructure providers, such as NATO. To enhance cooperation with NATO in this area, Microsoft will offer NATO to participate in the Microsoft Security Cooperation Program (the "SCP"), participation in

which will provide NATO with an opportunity to engage, together with Microsoft, in cooperative security activities in the areas of information exchange, computer incident response, attack mitigation, and citizen outreach:

2.5.1 Intelligence exchange. The Parties acknowledge that information sharing between governments and private industry is critical to building adequate defenses against attacks on the global information technology infrastructure. Through SCP, Microsoft and NATO will exchange information that can be used to mitigate the negative effects of such an attack and respond more rapidly to attacks when they occur.

2.5.2 Incident response collaboration. Microsoft recognizes the role that NATO plays in responding to cyber security incidents and attacks on its network. Accordingly, the SCP will include an agreement to share critical information in the event of cyber security emergencies.

2.5.3 Training. Microsoft will collaborate with NATO to help increase its preparedness to prevent and address future security threats to its networks.

2.5.4 Experimentation and feedback. Microsoft will offer NATO the opportunity to work directly with Microsoft product development teams in an interactive hands-on lab environment on a project related to incident response, attack detection, forensics, or securing IT infrastructure. The focus of each engagement will vary based on the requirements and goals of NATO.

2.5.5 Government Security Program. Microsoft will offer NATO to extend its enrollment into the Microsoft Government Security Program (the "GSP"), participation in which will provide NATO with a read-only access to the source code of certain Microsoft products in order to assist NATO in evaluating the security of Microsoft products and providing feedback on the results and the GSP. The terms and conditions of NATO's participation in the GSP will be set in a separate agreement.

2.5.6 Security Settings Engineering. Microsoft will offer NATO involvement at Beta program level to analyze and engineer security templates and settings for NATO server and workstation baseline configurations with the intent to have a NATO approved configuration available at product release time.

2.5.7 Network and system hardening. To help NATO harden its networks against potential attack, Microsoft proposes to provide system hardening guides and to apply a rigorous 4-week process to assess the existing environment and recommend ways to help improve the NATO's patch management processes, policies, and technologies, as well as develop a plan for protecting their servers and workstations.

3. TERM

Unless otherwise specified in an appropriate TA with respect to any particular area of the collaboration between the Parties, this Agreement will remain effective for three (3) years calculated from the Effective Date unless either party terminates the Agreement earlier, by a six-month written notice. Microsoft and NC3A will review the operation of this Agreement within six (6) months prior to its expiration and will jointly stipulate its renewal or revision.

4. CONTACTS

4.1 Designated contacts. The Parties designate the following persons as their main contacts under this Agreement:

<i>NC3A</i>	<i>Microsoft</i>
Attention: Mr. Alain Klein	Attention: Mr Mark Foyster
Tel.: +32 2 707 8484	Tel: +44 797 337 0181
E-mail: alain.klein@nc3a.nato.int	E-mail: mfoyster@microsoft.com

4.2 Powers of designated contacts. The designated contacts will be entitled to make and receive statements with binding effect on each Party. Each Party will be entitled to replace its designated contact by written notice to the other Party.

4.3 Notices. Notices and other communication between designated contacts will be made by e-mail, registered mail, express courier, or in other form ensuring credible evidence in writing. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, or e-mail confirmation of delivery.

5. CONFIDENTIALITY AND PUBLICITY

5.1 Confidentiality. Both Parties may make the existence and terms of this Agreement public after they sign it. Notwithstanding the foregoing, with respect to any and all other agreements between Microsoft, its affiliates and NC3A confidentiality provisions therein will govern the relationships established by those agreements and nothing in this Section 5 will be construed to override those provisions or prevail over them.

5.2 Duration. The confidentiality provision of this Section 5 will survive any expiration or termination of this Agreement, irrespective of the reason for such expiration or termination.

5.3 Publicity. NC3A agrees to notify NATO and NATO member states about the content of this collaboration. Microsoft and NC3A will collaborate in planning and publishing a joint press release which will describe the content of their collaboration. Neither Microsoft nor NC3A will provide any publicity to the content of their collaboration without consent of the other party. Microsoft and its affiliates will not in any manner whatsoever use the name or official seal of NATO and/or NC3A or any related bodies, commands, organizations, agencies or headquarters, in connection with its business or otherwise without express prior written permission of the NC3A.

6. MISCELLANEOUS

6.1 Nothing in this Agreement will be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement, or other similar relationship between the Parties. Neither Microsoft nor anyone whom it may employ will be considered as an agent of NATO or a member of the staff of NATO and, except as otherwise provided, will not be entitled to any privileges, immunities, compensation or reimbursements, nor will be authorized to commit NATO to any expenditure or other obligations.

6.2 Microsoft undertakes to introduce measures and follow internal policies that would not permit any official of NATO to receive a direct or indirect profit from this Agreement.

6.3 Mutual Indemnity. The Parties will hold each other harmless, defend and indemnify each other against all awards, damages or costs incurred resulting from any intellectual property lawsuit or other liability occurring under the present Agreement and arising out of acts or omissions of the other Party.

6.4 Performance and timing. The commitments each Party makes under this Agreement explicitly depend on the other Party's performance of its commitments. Both Parties acknowledge and agree that, in case of Microsoft, it may fulfill their obligations under this Agreement also through Microsoft affiliates and/or Microsoft's local partners and, in the case of NATO, it may fulfill its obligations through designated entities within NATO. The Parties will commence performing the obligations under this Agreement immediately after the Effective Date.

6.5 Language. The Parties will sign this Agreement in English in two copies.

6.6 No Exclusivity. The co-operation of the Parties under this Agreement will be non-exclusive. Each Party will remain entitled to enter into similar contractual relations with third parties. The Parties acknowledge that NATO has, and will maintain, full discretion to procure software products and/or services from, and enter into similar agreements with any organizations other than Microsoft.

6.7 Amendments. Any amendment or modification of this Agreement must be in writing. This also applies to any amendment or modification of this requirement.

6.8 Severability. Should one or several provisions of this Agreement become invalid or unenforceable in total or in part, it will have no effect on the remaining provisions of this Agreement. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to the original intention of the Parties.

6.9 Interpretation. Any ambiguity in this Agreement will be interpreted equitably without regard to which Party drafted the Agreement or any of its provisions.

6.10 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior discussions, agreements, understandings, and representations whether verbal or written and whether or not executed by the Parties. Specific details about the cooperation and coordination between designated parties may be set out in Technical Arrangements (TA) or a separate agreement..

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the Effective Date.

NATO C3 AGENCY ON BEHALF OF THE NORTH ATLANTIC TREATY ORGANIZATION	MICROSOFT CORPORATION
Signature	Signature
Printed Name Mr. Dag Wilhelmsen	Printed Name Mr. Neil Holloway
Printed Title NC3A General Manager	Printed Title President of Microsoft Europe, Middle East and Africa, Corporate Vice President, Microsoft Corp.
Signature Date	Signature Date