AVIATION LEADERSHIP PROGRAM AGREEMENT BETWEEN THE DEPARTMENT OF THE AIR FORCE OF THE UNITED STATES OF AMERICA AND THE FORCE AERIENNE TCHADIENNE (CHADIAN AIR FORCE)

THE ARTICLE I: OBJECTIVES

The Aviation Leadership Program is a program established by the Department of the Air Force of the United States of America (USAF) to strengthen military relations between the current and future leaders of the USAF and the Force Aerienne Tchadienne. This agreement sets forth the general terms and conditions that govern the participation of the Force Aerienne Tchadienne in the Aviation Leadership Program.

ARTICLE II: DEFINITIONS

For the purpose of this agreement, the following definitions apply:

1. Aviation Leadership Program (ALP). A USAF-funded Undergraduate Pilot Training (UPT) program for students from eligible friendly countries. ALP consists of language training, UPT and necessary related training, as well as programs to promote better awareness and understanding of the democratic institutions and social framework of the United States.

2. ALP Scholarship. Defense articles and defense services provided by the USAF to, or for the use of, students enrolled in ALP, including: (a) transportation incident to the training; (b) supplies and equipment used during the training; (c) flight clothing and other special clothing required for the training; and (d) billeting, food, and health services.

3. ALP Supplemental Living Allowances. Funds provided by the USAF in accordance with applicable regulations for use by students enrolled in ALP to cover their miscellaneous living expenses not otherwise provided as part of the ALP Scholarship.

4. Parent Service. The military service to which the ALP student belongs, in this case, the Force Aerienne Tchadienne.

5. Parent Country. The country, including its territories and possessions, to which the Parent Service belongs, in this case Chad.

6. Dependent. A person accompanying the ALP student to the United States with the consent of the Parent Service and USAF who is the spouse, minor child, or other immediate family member dependent on the ALP student financially, legally or for health reasons.

ARTICLE III: SPECIAL PROVISIONS

1. Execution of this agreement does not constitute a commitment on the part of the USAF to provide an annual scholarship for ALP participation to the Force Aerienne Tchadienne. Upon completion of training and return to Parent Country, the Parent Service will place ALP graduates in positions that make use of the training they received. Upon USAF request, Parent Service periodically will inform the USAF on status and career progression of ALP graduates.

2. The USAF discourages the Parent Country from authorizing dependents to accompany ALP students to the US due to the rigors of the training program. However, if the Parent Country authorizes dependents to accompany ALP students, the Parent Country or ALP student is responsible for costs related to dependents housing, messing and, absent an agreement to the contrary, their health care.

ARTICLE IV: NOMINATION CRITERIA

The Parent Service shall nominate ALP students from its top service academy graduates or other individuals with the potential to hold positions of importance in the Parent Service.

ARTICLE V: ADMINISTRATION AND CONTROL

ALP students in the United States shall be under the administrative supervision of the Chadian Ambassador.

ARTICLE VI: IDENTIFICATION

ALP students shall possess valid identification cards in accordance with the regulations of the Parent Service. ALP students shall also be issued identification cards by the USAF which will be valid for the duration of their participation in the ALP.

ARTICLE VII: ENTRY AND EXIT DOCUMENTATION

ALP students and their dependents shall carry/possess appropriate documentation issued by the Parent Country and required by the authorities of the United States for entry into and exit from the United States.

ARTICLE VIII: RESPECT FOR U.S. LAW

ALP students and their dependents shall be required to respect the laws of the United States, abstain from any activity inconsistent with the spirit of this agreement, and refrain from any political activity in the United States.

ARTICLE IX: DISENROLLMENT/RETURN

In order to qualify for ALP participation, students must meet physical and experience prerequisites established by the USAF. Students arriving in the United States who do not meet these prerequisites shall be returned to their Parent Country. Students failing to meet ALP standards during training or students whom the USAF believes cannot successfully and safely complete the program shall be discharged and returned to the parent country. The determination and decision are at the sole discretion of the USAF.

ARTICLE X: WEAPONS

ALP students shall not import or carry personal or military issue weapons in the United States, except when authorized by the Parent Service and by U.S. authorities and registered in accordance with applicable law.

ARTICLE XI: DISCIPLINE

1. ALP students shall be required to comply with the lawful regulations, orders, instructions, and customs of the USAF.

2. ALP students who commit an offense against the military laws and regulations of either the parent service or the USAF shall be disenrolled from the ALP with a view toward further

administrative or disciplinary action by the Parent Service. Disciplinary action shall not be taken by the USAF against ALP students. The disenrollment of ALP students from the program shall not affect the right of civil authorities of the United States or its political subdivisions to exercise criminal jurisdiction over such personnel. Authorities of the USAF shall convey, on behalf of the Parent Service, any request for waiver of the right of such authorities to exercise jurisdiction over such personnel. Further, authorities of the USAF shall maintain close coordination with civil authorities of the United States or its political subdivisions in such matters and shall urge, upon request of the parent service, that sympathetic consideration be given to waiver requests where the Parent Service/Country indicates such waiver to be of particular importance. The foregoing is without prejudice to the provisions of any applicable status of forces agreement.

3. Consistent with paragraphs 1 and 2 of this article, ALP students shall be subject to the lawful commands of military personnel of the USAF who are senior in rank to them.

4. To the extent authorized by its laws and regulations, the USAF shall cooperate in application of administrative or disciplinary action by the parent service against offending ALP students.

ARTICLE XII: SECURITY

1. Classified information shall not be provided ALP students under this agreement.

2. ALP students and their dependents shall comply with all USAF security regulations.

ARTICLE XIII: USE OF FACILITIES

ALP students and their authorized accompanying dependents in the United States shall be entitled to the same use of administrative, logistics, morale, welfare, recreation, exchange, and commissary facilities as is accorded to security assistance-sponsored students in the United States.

ARTICLE XIV: UNIFORM

ALP students shall be required to comply with the dress and grooming regulations of the Parent Service and with USAF flying dress and grooming regulations. The order of dress for any occasion shall be that which most nearly conforms to the order for the particular unit of the USAF to which they are attached. Customs of the USAF shall be observed with respect to wearing of civilian clothes.

ARTICLE XV: LEAVE

ALP students may be granted leave by the USAF unit commander according to their entitlement under the regulations of the Parent Service, provided such is approved by the Parent Service and coordinated with the proper authorities of the USAF. ALP training follows the holiday schedules of the USAF. Holidays of the Parent Service, as approved for Security Assistance sponsored students, may be observed if the USAF unit commander determines observance will not impact academic progress.

ARTICLE XVI: QUARTERS AND MESSING

ALP Scholarship and supplemental living allowances cover quarters and messing. Unaccompanied ALP students may use USAF quarters and messing, if available, in accordance with USAF regulations.

ARTICLE XVII: MEDICAL AND DENTAL SERVICES

1. To the extent authorized by its laws and regulations, the USAF shall arrange for the provision of health care services for ALP students in the United States. The provision of care for dependents will be subject to reimbursement where required by laws and regulations.

2. The Parent Service shall ensure ALP students are medically and dentally fit prior to arrival for training.

ARTICLE XVIII: FINANCIAL RESPONSIBILITIES

The following financial responsibilities apply to the ALP program.

1. The USAF shall be responsible during the period of training, for the following:

a. Training costs for undergraduate pilot training and related training provided under the ALP program.

b. Supplemental living allowances, at a rate for an unaccompanied ALP student, as determined by the USAF in accordance with applicable regulations.

c. The provision or loan of special clothing and equipment required for the program.

d. Temporary duty costs, including transportation costs, per diem and other allowances when traveling, and when such travel is directed by the USAF.

e. Costs in conjunction with certain cultural programs identified and arranged by the USAF for ALP students to promote better awareness and understanding of the democratic institutions and social framework of the United States.

f. Billeting and messing for ALP students.

g. Health services for ALP students.

2. The Parent Service shall be responsible, during the period of training, for the following:

a. Basic pay and cash allowances due ALP students.

b. All permanent change of station costs, including per diem and other travel allowances and storage costs, which are not provided by the USAF for ALP students.

c. Temporary duty costs including transportation costs, per diem and other allowances when traveling, and when such travel is directed by the parent service. Such temporary duty shall be coordinated with the USAF in order that it will not interrupt the student's training.

d. Compensation for loss of, or damage to, the uniform or other personal equipment of ALP students.

e. Cost of movement of dependents and household effects of ALP students if authorized by the parent service.

f. The cost of housing and mess for ALP students and their dependents beyond that provided by the USAF.

g. Cost of preparation and shipment of remains and funeral expenses in the event of death of an ALP student or dependent.

h. Expenses related to the support of dependents authorized to accompany or join ALP students.

i. Medical and dental charges for services provided to ALP students which exceed the USAF-covered expenses and for services provided to ALP dependents that require reimbursement under U.S. laws and regulations.

j. The cost of any training not provided under the ALP.

k. All other services and expenses for ALP students.

ARTICLE XIX: CLAIMS

1. Third party claims rising out of activities of ALP students may be submitted to the Parent Service for settlement consistent with its authority under the laws and regulations of the parent country. Notwithstanding the foregoing, ALP students and their dependents shall be required to obtain civil liability insurance for their private motor vehicles in accordance with applicable U.S. laws and regulations and first recourse shall be had against any such insurance in the case of claims involving motor vehicles.

2. The USAF shall make no claim against the Parent Service for loss or damage to its property or injury or death to its personnel arising in connection with this agreement.

3. The Parent Service shall make no claim against the USAF for loss or damage to its property or injury or death to its personnel arising in connection with this agreement.

4. Neither the USAF nor the United States shall be responsible for loss of or damage to personal property of ALP students and their dependents.

5. The foregoing is without prejudice to the provisions of any applicable status of forces agreement.

ARTICLE XX: REPORTS AND EVALUATIONS

1. Reports which ALP students may be required to make by their Parent Service or which they wish to make concerning their participation in the ALP shall be submitted in accordance with Parent Service regulations.

2. Academic reports for ALP students shall be prepared and submitted in accordance with USAF regulations and procedures.

ARTICLE XXI: PRIVILEGES AND EXEMPTIONS

To the extent authorized by the laws of the United States, and in any event to the extent provided in an applicable status of forces agreement, the following privileges shall be available to ALP students and their dependents:

1. Exemption from any tax by the United States upon income received from the Parent Service.

2. Exemption from any customs, import duty, or similar tax upon articles brought into the United States in connection with their official, personal, or family use, including their baggage, household effects, and private motor vehicles.

ARTICLE XXII: DECORATIONS, AWARDS, OR INSIGNIA

Decorations, awards, or insignia bestowed on ALP students by the USAF shall be made in accordance with USAF regulations.

ARTICLE XXIII: DURATION

This agreement shall enter into force upon signature by both parties and shall remain in force for ten years. It may be terminated by either party upon written notice to the other.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this agreement in duplicate on the dates indicated below.

For the United States Air Force

(Signature)

RICHARD T. DEVEREAUX, Col, USAF
(Name)

Director of Regional Affairs
(Title)

1 JULY 2005
(Date)

SAF/IA Pentagon, Washington DC
(Place)

For the Force Aerienne Tchadienne

(Signature)

[redacted]
(Name)

Chef d'Etat Major
(Title)

16 Aout 2005
(Date)

Armee de l'Air Tchadiennne
(Place)