

MEMORANDUM OF UNDERSTANDING

BETWEEN

COMMANDER,
UNITED STATES JOINT FORCES COMMAND

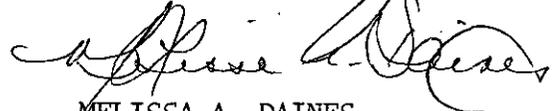
AND

THE MINISTRY OF DEFENCE
OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND

REGARDING

FOREIGN LIAISON OFFICERS

CERTIFIED TO BE A TRUE COPY:



MELISSA A. DAINES
NOTARY
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My Commission Expires: 31AUG04

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INTRODUCTION

The United States Joint Forces Command (USJFCOM) and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland, (each referred to herein individually as a "Participant" and together as the "Participants"), desiring to establish formal liaisons between the Participants, have reached the following understanding regarding the assignment of individuals at government facilities to serve as Foreign Liaison Officers between them, recognizing that the Agreement Concerning Defense Cooperation Arrangements of 27 May 1993 signed between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland applies to this Foreign Liaison Officer Memorandum of Understanding (MOU).

SECTION I DEFINITIONS

In addition to any terms defined in other provisions of this MOU, the following terms will have the following meanings when used herein:

1.1 "Classified Information" will mean official information of a Participant that requires protection in the interests of national security of such Participant and is so designated by the application of security classification markings.

1.2 "Contact Officer" will mean a U.S. Department of Defense (DoD) official designated in writing to oversee and control all contacts, requests for information, consultations, access, and other activities of foreign liaison officers who are assigned to, or are visiting, a DoD component or subordinate organization.

1.3 "Controlled Unclassified Information" will mean unclassified information of a Participant to which access or distribution limitations have been applied in accordance with national laws, policies, and regulations of such Participant. It includes United States information that is exempt from public disclosure or subject to export controls.

1.4 "Host Government" will mean the national government of the Host Participant.

1.5 "Host Participant" will mean the Participant to which the Foreign Liaison Officer acts as a liaison pursuant to an assignment by a Parent Participant under Section III.

1.6 "International Visits Program (IVP)" will mean the program established to process visits by, and assignments of, foreign representatives to United States Department of Defense Components and Department of Defense contractor facilities. It is designed to ensure that Classified and Controlled Unclassified Information to be disclosed to foreign nationals has been properly authorized for disclosure to their governments; that the requesting foreign government provides a security assurance on such foreign nationals and their sponsoring organization or firm, when Classified Information is involved in the visit or assignment, and that administrative arrangements (e.g., date, time and place) for the visit or assignment are provided.

1.7 "Foreign Liaison Officer" will mean a military member or civilian employee of a Parent Participant who, upon approval or certification of the Host Participant or Government, is authorized by the Parent Participant to act as its official representative in connection with programs, projects, or agreements of interest to the Participants' Governments.

1.8 "Parent Government" will mean the national government of the Parent Participant.

1.9 "Parent Participant" will mean the Participant that assigns a Foreign Liaison Officer pursuant to Section III.

SECTION II SCOPE

2.1 During the term of this MOU, subject to the agreement of the Participants, each Participant may assign military members or civilian employees of its armed forces to serve as a Foreign Liaison Officer(s) to the other Participant in accordance with the terms of this MOU.

2.2 The establishment of each Foreign Liaison Officer position under this MOU will be based upon the demonstrated need for, and the mutual benefit of, this position to the Participants. Once established, each Foreign Liaison Officer position will be subject to periodic review by either Participant to ensure that the position continues to be required by, and is of mutual benefit to, the Participants. The Participants agree that a Foreign Liaison Officer position no longer required by, or of mutual benefit to, either Participant will be subject to elimination.

2.3 Commencement of such a tour of duty by a Foreign Liaison Officer will be subject to any requirements that may be imposed by the Host Participant or its government regarding formal

certification or approval of Foreign Liaison Officers. Foreign Liaison Officers to be assigned by their Parent Participant to locations in the United States will be requested pursuant to the International Visits Program (IVP), as defined in Paragraph 1.6 of this MOU.

2.4 Unless otherwise agreed, the normal tour of duty for a Foreign Liaison Officer will be two (2) to three (3) years.

2.5 As a general rule, an individual may serve as a Foreign Liaison Officer to only one major military command of the Host Participant at any point in time.

SECTION III DUTIES AND ACTIVITIES

3.1 The Foreign Liaison Officer will represent the Parent Participant to the Host Participant. The Foreign Liaison Officer will not perform duties reserved by the laws or regulations of the Host Government to officers or employees of the Host Government, nor will the Liaison Officer provide any labor or services to the Host Government or any of its agencies, including the Host Participant.

3.2 The Foreign Liaison Officer will be required to comply with all applicable Host Government policies, procedures, laws and regulations. The Host Participant will assign a Contact Officer to provide guidance to the Liaison Officer concerning policies, procedures, laws and regulations of the Host Participant, and to arrange for activities consistent with such requirements and the purposes of this MOU.

3.3 The Foreign Liaison Officer may request access to Host Participant facilities by submitting a request to the Contact Officer. Access to Host Participant facilities may be granted if such access promotes the purposes of this MOU, is consistent with the terms of any applicable certification or approval issued by the Host Government, and is permitted under the applicable policies, procedures, laws and regulations of the Host Government. Approval of such requests will be at the discretion of the Host Participant. Any request for access that exceeds the terms of an applicable certification or approval will be submitted through the International Visits Program (IVP).

3.4 The Foreign Liaison Officer will not be granted access to technical data or other information of the Host Participant, whether or not classified, except as authorized by the Host Participant, and only to the extent necessary to fulfill the Foreign Liaison Officer's functions hereunder.

3.5 All information to which the Foreign Liaison Officer is granted access while serving as a liaison to the Host Participant will be treated as information provided to the Parent Government, in confidence, and will not be further released or disclosed by the Foreign Liaison Officer to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the Foreign Liaison Officer will not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in Section II.

3.6 The Foreign Liaison Officer will not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so by both the Host and Parent Participants.

3.7 The Parent Participant will not place or keep a Foreign Liaison Officer in duty assignments in which direct hostilities with forces of third states are likely to occur or have commenced, unless approved by the Parent Participant and Host Participant, in writing.

3.8 The Foreign Liaison Officer will be required to comply with the dress regulations of the Parent Participant but, if requested by the Host Participant, will also wear such identification necessary to identify the Liaison Officer's nationality, rank and status as a Liaison Officer. The order of dress for any occasion will be that which most closely conforms to the order of dress for the particular organization of the Host Participant where the Foreign Liaison Officer is located. The Foreign Liaison Officer will be required to comply with the customs of the Host Participant with respect to the wearing of civilian clothing.

3.9 Prior to the commencement of a Foreign Liaison Officer's tour, the Parent Participant will notify the Host Participant of the specific Parent Participant organization which will exercise operational control over the Foreign Liaison Officer and, if different, the Parent Participant organization that will provide administrative support to the Foreign Liaison Officer and the Foreign Liaison Officer's dependents.

3.10 At the end of a Foreign Liaison Officer's tour, or as otherwise agreed by the Participants, the Parent Participant may, subject to the provisions of Paragraph 3.3, replace the Foreign Liaison Officer with another individual who meets the requirements of this MOU.

SECTION IV
FINANCIAL ARRANGEMENTS

4.1 The Parent Participant will bear all costs and expenses of the Foreign Liaison Officer, including, but not limited to:

4.1.1 All pay and allowances of the Foreign Liaison Officer;

4.1.2 All travel by the Foreign Liaison Officer and the Foreign Liaison Officer's dependents, including, but not limited to, travel to and from the country of the Host Participant;

4.1.3 All costs and expenses associated with the assignment or placement of the Foreign Liaison Officer and the Foreign Liaison Officer's dependents within the Host Participant's country, including travel, office space, clerical support, quarters, rations, medical and dental services, unless specifically stated otherwise in an applicable international agreement;

4.1.4 Compensation for loss of, or damage to, the personal property of the Foreign Liaison Officer, or the personal property of the Foreign Liaison Officer's dependents;

4.1.5 The movement of the household effects of the Foreign Liaison Officer and the Foreign Liaison Officer's dependents;

4.1.6 Preparation and shipment of remains and funeral expenses associated with the death of the Foreign Liaison Officer or his dependent(s);

4.1.7 Formal and informal training of the Foreign Liaison Officer, other than briefings on Host Participant requirements provided by the Contact Officer; and

4.1.8 All expenses in connection with the return of a Foreign Liaison Officer whose assignment has ended or been terminated, along with his or her dependents.

4.2 The Host Participant may provide such office facilities, equipment, supplies and services as may be necessary for the Foreign Liaison Officer to fulfill the purposes of this MOU, subject to reimbursement by the Parent Participant for the cost of the Foreign Liaison Officer's use of such facilities at rates determined by the Host Participant. Where the United States is the Host Participant, reimbursement for such facilities,

equipment, supplies, and services will be made through Foreign Military Sales (FMS).

**SECTION V
SECURITY**

5.1 Any Classified Information and/or Controlled Unclassified Information made available under the provisions of this MOU will be protected in accordance with the US/UK General Security Agreement dated 14 April 1961, as amended and including the Security Implementing Arrangement dated 27 January 2003 thereto.

5.2 The Liaison Office will, at all times, comply the security regulations of the Host Participant.

5.3 The Parent Participant will provide a visit request that includes an assurance of security clearance for the Liaison Officer up to the level required for the applicable position. On receipt of this assurance, the Host Participant will authorize the Liaison Officer to have access to Classified Information and/or Controlled Unclassified Information as is considered necessary for the efficient performance of assigned duties.

5.4 Within each Participant's national policies and regulations, the following provisions will also apply to any Classified Information and/or Controller Unclassified Information released to the Liaison Officer:

5.4.1 The information will not be released or made known in any manner to any third nation, or nationals thereof, without the specific approval of the Host Participant.

5.4.2 The information will be used for Defence purposed only and for no other purposes.

5.4.3 Any known or suspected compromise or unauthorized transfer of the information will be promptly reported to the Host Participant.

5.5 The Liaison Officer will be required to sign a Certification Statement on the security measures which operate at the Host Participant's establishment and which will apply throughout the period of attachment. The Liaison Officer will be briefed at the beginning of the attachment by the designated Security Officer at the establishment on the implications and need for the security measures, the limitations of access to information and "need to know", and the requirements relating to continuation of the security measures after the period of attachment.

5.6 No documents other than personal records pertaining to the assignment may be retained permanently by the Liaison Officer.

**SECTION VI
TECHNICAL AND ADMINISTRATIVE MATTERS**

6.1 The Host Participant's certification or approval of an individual as a Foreign Liaison Officer will not bestow diplomatic or other special privileges on that individual, but he/she and his/her dependents will be accorded status as a member of a force in accordance with NATO SOFA.

6.2 To the extent authorized by the laws and regulations of the Host Government, and in accordance with Section IV of this MOU, the Host Participant may provide such administrative support as is necessary for the Foreign Liaison Officer to fulfill the purposes of this MOU, subject to reimbursement by the Parent Participant.

6.3 Exemption from taxes, customs or import duties, or similar charges for the Foreign Liaison Officer or the Foreign Liaison Officer's dependents will be governed by applicable laws and regulations or international agreements between the Host Government and the Parent Government.

6.4 If office space is provided to the Foreign Liaison Officer by the Host Participant, the Host Participant will determine the normal working hours for the Foreign Liaison Officer.

6.5 The Parent Participant will ensure that the Host Participant is informed as far in advance as possible of any absences of the Foreign Liaison Officer.

6.6 The Foreign Liaison Officer and his/her authorized family members will be provided care in military medical and dental facilities to the extent permitted by applicable law, policy, and international agreement. Where a reciprocal agreement for health care exists between the Participants, the access entitlement of the Foreign Liaison Officer and his/her family members is specified. For those personnel covered by such an agreement, care is generally provided free of charge. All Foreign Liaison Officers and family members not covered by a reciprocal agreement may be offered health care, on a reimbursable basis, in military facilities. Where military facilities are not available, the Foreign Liaison Officer will be responsible for all medical and dental costs incurred by himself/herself and his/her family. The Parent Participant will ensure that the Foreign Liaison Officer and his/her family members are physically fit prior to the Foreign Liaison Officer's tour of duty. The Parent Participant

will be responsible for familiarizing itself with the medical and dental services available to the Foreign Liaison Officer and his/her family members, and the costs of, and the procedures for, use of such services.

6.7 The Foreign Liaison Officer and his/her dependents may be accorded the use of military commissaries, exchanges, theaters and similar morale and welfare activities, in accordance with the laws, regulations, and policies of the Host Participant.

6.8 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Participant, the Host Participant may provide, if available, housing and messing facilities for the Foreign Liaison Officer and the Foreign Liaison Officer's dependents on the same basis and priority as for its own personnel of comparable rank and assignment. At locations where housing and messing facilities are not provided by the Host Participant, the Host Participant will use reasonable efforts to assist the Parent Participant to locate such facilities for the Foreign Liaison Officer and the Foreign Liaison Officer's dependents.

6.9 The Parent Participant will ensure that the Foreign Liaison Officer and the Foreign Liaison Officer's dependents have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit. Unless exempted under an applicable international agreement between the Participants, Foreign Liaison Officers and their authorized dependents entering the United States will be required to comply with United States Customs Regulations.

6.10 The Parent Participant will ensure that the Foreign Liaison Officer and those family members accompanying the Foreign Liaison Officer in the country of the Host Participant will obtain motor vehicle liability insurance coverage for their private motor vehicles, in accordance with applicable laws, regulations and policies of the Host Government, or the political subdivisions of the country of the Host Participant in which the Foreign Liaison Officer and his/her family members are located.

SECTION VII DISCIPLINE AND REMOVAL

7.1 Except as provided in Section 7.2, neither the Host Participant nor the armed forces of the Host Government may take disciplinary action against a Foreign Liaison Officer who commits an offense under the military laws or regulations of the Host Participant, nor will the Host Participant exercise disciplinary powers over the Liaison Officer's dependents. The Parent

Participant, however, will take such administrative or disciplinary action against the Liaison Officer as may be appropriate under the circumstances, to ensure compliance with this MOU, and the Participants will cooperate in the investigation of any offenses under the laws or regulations of either Participant.

7.2 The certification or approval of a Foreign Liaison Officer may be withdrawn, modified or curtailed at any time by the Host Participant for any reason, including, but not limited to, the violation of the regulations or laws of the Host Participant or the Host Government. In addition, at the request of the Host Participant, the Parent Government will remove the Foreign Liaison Officer or a dependent of the Foreign Liaison Officer from the territory of the Host Government. The Host Participant will provide an explanation for its removal request, but a disagreement between the Participants concerning the sufficiency of the Host Participant's reasons will not be grounds to delay the removal of the Foreign Liaison Officer.

7.3 A Foreign Liaison Officer will not exercise any supervisory or disciplinary authority over military or civilian personnel of the Host Participant.

7.4 In respect of other alleged offenses, jurisdiction will be determined in accordance with Article VII of NATO SOFA.

SECTION VIII LIABILITY

8.1 Liabilities arising pursuant to the implementation of this MOU will be settled in accordance with Article VII of NATO SOFA.

SECTION IX SETTLEMENT OF DISPUTES

9.1 Disputes arising under or relating to this MOU will be resolved only through consultations between the Participants and will not be referred to an individual, national or international tribunal, or to any other forum for settlement.

SECTION X
ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION

10.1 All responsibilities of the Participants under this MOU will be subject to national laws and the availability of appropriated funds for such purposes.

10.2 The Parent Participant will ensure that the Foreign Liaison Officer complies with all obligations and restrictions applicable to the Foreign Liaison Officer under this MOU.

10.3 This MOU may be amended by the mutual written agreement of the Participants.

10.4 This MOU may be terminated at any time by written agreement of both Participants. In the event both Participants agree to terminate this MOU, the Participants will consult prior to the date of termination.

10.5 Either Participant may terminate this MOU upon one hundred and eighty (180) days' written notification to the other Participant.

10.6 In the event of conflict between the terms of this MOU and the terms of an applicable Letter of Offer and Acceptance (LOA), the terms of the LOA will control. Any Letters of Offer and Acceptance (LOAs) associated with or related to this MOU will be terminated in accordance with their terms.

10.7 The respective rights and responsibilities of the Participants under Section V (Security) will continue, notwithstanding the termination or expiration of this MOU.

10.8 No later than the effective date of expiration or termination of this MOU, each Participant will remove its Foreign Liaison Officer(s) and such Foreign Liaison Officer's(s') dependents from the territory of the other Participant and pay any money owed to the other Participant under this MOU. Any costs or expenses for which a Participant is responsible pursuant to Section IV of this MOU, but which were not billed in sufficient time to permit payment prior to termination or expiration of this MOU, will be paid promptly after such billing.

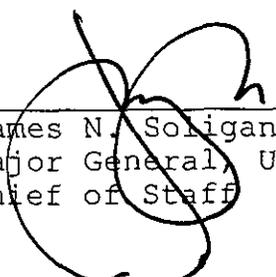
10.9 This MOU will supercede any and all prior agreements regarding Foreign Liaison Officers entered into by the Participants or their organizations, units, or agencies.

10.10 This MOU will enter into force upon signature by both Participants. This MOU will remain in force for five (5) years, and may be extended by written UNDERSTANDING of the Participants.

2-10 §.11 This MOU consists of ten (10) Sections and an Annex.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Memorandum of Understanding.

ON BEHALF OF
UNITED STATES
U.S. JOINT FORCES COMMAND


James N. Soligan
Major General, U.S. Air Force
Chief of Staff

3 Sept 03
Date

ON BEHALF OF
MINISTRY OF DEFENCE,
United Kingdom


Iain McNicoll,
Air Vice-Marshal, RAF
Director General
Joint Doctrine and
Concepts

8 September 2003
Date