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Annex B

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE DEPARTMENT OF DEFENSE OF THE
UNITED STATES OF AMERICA AS REPRESENTED BY THE
UNITED STATES AIR FORCE (USAF)**

AND

**THE MINISTRY OF DEFENCE OF THE
UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND AS REPRESENTED BY THE
ROYAL AIR FORCE (RAF)**

REGARDING

**USAF AND RAF PERSONNEL CONDUCTING COMBINED LAUNCH
AND RECOVERY ELEMENT (LRE) OPERATIONS AND
PERFORMING MISSION CONTROL ELEMENT (MCE) OPERATIONS
IN THE USCENTCOM AOR ON MQ-9 REAPERS**

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INTRODUCTION

The United States Air Force (USAF) and the United Kingdom Royal Air Force (RAF) (each referred to herein individually as a "Participant" and together as "Participants") hereby establish the following terms and conditions regarding personnel performing Mission Control Element (MCE) operations on USAF and RAF MQ-9 Reapers (MQ-9s), and personnel conducting combined Launch and Recovery Element (LRE) operations on MQ-9s owned by either Participant. The Participants concur that, as required during appropriate circumstances, the use of assets and reciprocal services, as herein described, is essential to ensure support to U.S./UK Combined Operations. This MOU only applies to mutually determined operations in which MQ-9s will be flown in airspace within the U.S. Central Command Area of Responsibility (USCENTCOM AOR), herein referred to as "Approved Operations." Approved Operations would be those authorized by the Participants' respective Department of Defense (DoD) and Ministry of Defence (MoD). It is to be recorded which Approved Operations this MOU applies to. The Agreement Concerning Defense Cooperation Arrangements, dated May 27, 1993, as amended by an Exchange of Diplomatic Notes, dated March 12 and June 1, 2007 ("Chapeau Defense Agreement") applies to this Memorandum of Understanding (MOU).

SECTION I
SCOPE

- 1.1 This MOU establishes the terms and conditions by which the RAF and USAF personnel may perform MCE operations using USAF and/or RAF MQ-9s to conduct Approved Operations.
- 1.2 This MOU establishes the provisions by which USAF and RAF personnel may conduct LRE operations to launch and recover MQ-9s owned by either Participant in support of Approved Operations.
- 1.3 This MOU does not modify any provisions of any existing Foreign Military Sales case between the United States and the UK. In the event of any conflict between the terms of this MOU and the terms of an applicable Letter of Offer and Acceptance (LOA), the terms of the LOA are to prevail.
- 1.4 This MOU is intended only to establish the relationships between the Participants in their territories or in the territory of a third party during the performance of MCE and LRE missions in support of Approved Operations. It does not modify or amend existing agreements between the Participants.
- 1.5 For the Purpose of this MOU, RAF personnel refers to all qualified UK military personnel operating within the RAF Reaper Force.

SECTION II
DUTIES AND ACTIVITIES

Combined MCE Operations

- 2.1 Determinations as to qualifications to operate USAF assets are in the sole discretion of the USAF.
- 2.2 Determinations as to qualifications to operate RAF assets are in the sole discretion of the RAF.
- 2.3 RAF personnel satisfying the training, security clearance, academic qualifications, and flight proficiency or currency requirements established by the USAF are authorized to perform MCE operations on USAF MQ-9s to conduct Approved Operations.
 - 2.3.1 When conducting MCE operations under this MOU, RAF personnel are to be granted access to work areas, equipment, and technical information of the USAF and may visit USAF contractor and government facilities, only as authorized by appropriate USAF authority and only to the extent necessary to perform or complete the operation.

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2.3.2 The Director of Operations for the Air Force Component is responsible for verifying that the USAF MQ-9 configurations and equipment RAF personnel may encounter are releasable to the RAF for use to conduct MCE operations.

2.3.3 While conducting MCE operations using USAF MQ-9s, RAF personnel at all times are to comply with the mutually determined aspects of the participants' ROE and Targeting Directives.

2.3.4 While conducting MCE operations using USAF MQ-9s, RAF personnel at all times are to comply with release to service (RTS) guidelines as mutually determined by the Participants.

2.3.5 While conducting MCE operations using RAF MQ-9s, USAF personnel at all times are to comply with the mutually determined aspects of the participants' ROE and Targeting Directives.

2.3.6 While conducting MCE operations using RAF MQ-9s, USAF personnel at all times are to comply with release to service (RTS) guidelines as mutually determined by the Participants.

2.4 RAF personnel may control and employ RAF or USAF MQ-9s from the continental United States (CONUS) and the United Kingdom (RAF Waddington) in support of Approved Operations provided such missions have been tasked by the USCENTCOM Air Forces Combined Forces Air Component Commander's Air Tasking Order (CFACC ATO). Such operations are to be conducted in compliance with mutually agreed ROE and RTS guidelines.

2.5 Both the UK National Approval Authority and the U.S. Strike Approval Authority (national "Red Card") processes are to be applicable to any MQ-9 operation performed by a mix of Participant assets, including personnel and/or MQ-9 aircraft, conducting Approved Operations.

Combined LRE Operations

2.6 All qualified RAF, USAF, or approved contractor personnel engaged in combined LRE operations of MQ-9s, including the provision of O-level maintenance, must have proper certification of capabilities and competency to operate MQ-9s, as mutually determined by the Participants. This includes evidence of required grade, skill, training, academic qualifications, flight qualifications, and security clearances necessary to execute missions effectively.

2.7 All qualified RAF and USAF personnel are authorized to employ any and all necessary actions to launch and pilot MQ-9s safely until turning over control responsibility to the MCE operator. This authority includes any and all necessary actions to pilot, land, and recover MQ-9s safely after the MCE operator turns over control responsibility to the LRE operator.

2.8 When conducting LRE operations, RAF personnel are to be granted access to work areas, equipment, and technical information of the USAF necessary to the execution of these combined operations. Visits to USAF contractor and government facilities are only as authorized by appropriate USAF authority.

2.9 The Director of Operations of the Air Force Component is responsible for verifying that the USAF MQ-9 configurations and equipment that RAF personnel may encounter are releasable to the RAF to conduct LRE operations using USAF MQ-9s, and is to determine which USAF MQ-9 configurations RAF personnel may launch, pilot, land, and recover in combined LRE operations.

2.10 While conducting LRE operations using USAF MQ-9s, RAF personnel at all times are to comply with ROE as mutually determined by the Participants. Upon successful completion of Launch and Recovery Training, RAF personnel may conduct LRE operations with USAF MQ-9s unless specifically prohibited by the U.S. Air Component Commander.

2.11 While conducting LRE operations using UK MQ-9s, USAF personnel at all times are to comply with ROE as mutually determined by the Participants. Upon successful completion of Launch and Recovery Training, USAF personnel may conduct LRE operations with UK MQ-9s unless specifically prohibited by the UK Air Component Commander.

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SECTION III
FINANCIAL ARRANGEMENTS

3.1 Regardless of location of the personnel performing MCE and LRE operations described herein, the RAF and USAF are to provide for their own military personnel costs, including:

- 3.1.1 Pay and allowances;
- 3.1.2 Change of station costs, including transportation, per diem, and other travel allowances;
- 3.1.3 Housing and mess;
- 3.1.4 Loss of, or damage to, the personal property of personnel;
- 3.1.5 Medical care and expenses consistent with reciprocal health care arrangements and international agreements in effect between the U.S. Department of Defense and UK entities;
- 3.1.6 Preparation and shipment of remains and funeral expenses associated with the death of personnel;
- 3.1.7 Movement or storage of the household effects of personnel as authorized;
- 3.1.8 All temporary duty expenses as applicable;
- 3.1.9 Formal and informal training of personnel provided by the other Participant, including training necessary to qualify for the position; and
- 3.1.10 All expenses in connection with the return of personnel whose assignment has ended or is terminated.

3.2 Reimbursable acquisition, logistics, maintenance, and other related costs and expenses incurred by the Participants in fulfillment of this MOU are to be satisfied in accordance with the provisions of the Memorandum of Understanding (USA-GBS-02) between the Department of Defense of the United States of America and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning Acquisition and Cross-Servicing Arrangements (ACSA), which entered into effect January 8, 2007, or applicable Foreign Military Sales (FMS) case, as appropriate.

3.3 The provision of U.S. and UK aircrew service for MCE and LRE operations does not require reimbursement from either Participant.

SECTION IV
SECURITY

4.1 The Chapeau Defense Agreement (as amended) governs the definition and handling of Classified Information and Controlled Unclassified Information (CUI) associated with this MOU.

4.2 The USAF is to establish the maximum substantive scope within which the disclosure of any Classified Information and CUI to RAF personnel will be permitted. RAF personnel access to such information and facilities is to be consistent with, and limited by the terms of their MCE or LRE operations, and any other agreement or arrangement between the two governments concerning access to such information and facilities. Further, access is to be limited to the minimum required to accomplish MCE and/or LRE operations described in Section II (Duties and Activities) of this MOU.

4.3 The RAF is to cause security assurances for RAF personnel participating in MQ-9 operations to be filed through the UK Embassy in Washington, D.C.

4.4 The Participants are to ensure that USAF and RAF personnel are fully cognizant of applicable laws and regulations concerning the protection of Classified Information and CUI to which access might be gained under this MOU, both during and after participation in MQ-9 operations.

4.5 The Participants are to maintain operational records relating to mutual MQ-9 activity and ensure these records can be released to both Participants for internal purposes.

4.6 Information released to either Participant is not to be transferred to a third party without the prior written authorization of the providing Participant.

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SECTION V COMMAND AND CONTROL

5.1 Operational control (OPCON), or the authority to organize commands and forces and to employ those forces as the receiving commander considers necessary to accomplish assigned missions, of USAF MQ-9s is to remain at all times with the U.S. DoD and, when operated by RAF personnel in accordance with this MOU, exercised by the CFACC. Personnel performing MCE and LRE operations using USAF MQ-9s are to act consistent with the CFACC's OPCON. RAF Personnel are not to perform duties on behalf of USAF that conflict with policies, procedures, laws and regulations of the UK.

5.2 OPCON, or the authority to organize commands and forces and to employ those forces as the receiving commander considers necessary to accomplish assigned missions, of UK MQ-9s is to remain at all times with the UK MOD and, when operated by USAF personnel in accordance with this MOU, exercised by the CFACC. Personnel performing MCE and LRE operations using UK MQ-9s are to act consistent with the CFAAC's OPCON. USAF Personnel are not to perform duties on behalf of the UK that conflict with policies, procedures, laws and regulations of the United States.

5.3 The Participants are to exercise administrative control (ADCON) over their own personnel, regardless of location. ADCON includes administrative support in such areas as pay, personnel matters, and discipline. In the event of injuries to, or death of, Participant personnel, casualty reports are to be submitted through established Participant reporting channels.

5.4 The certification or approval of Participant personnel to perform MCE or LRE operations using assets belonging to the other Participant may be withdrawn, modified, or curtailed at any time by either Participant for any reason, including but not limited to the violation of the regulations or laws of either Participant. In addition, at the request of the USAF or U.S. DoD, the RAF is to remove UK personnel from the territory of the United States as expeditiously as possible. The USAF is to provide an explanation for its removal request, but the USAF/U.S. DoD retains the sole discretion to determine the sufficiency of the U.S. reasons for the removal of UK personnel from U.S. territory. The Participants are to determine jointly the viability of replacing the withdrawn personnel.

5.5 In the event of an aircraft accident or mishap involving USAF aircraft, the Combatant Command aircraft accident or safety investigation procedures are to be used. In the event of an aircraft accident or mishap involving an RAF aircraft, the Military Aviation Authority (MAA) is to be informed and an appropriate investigation convened at the direction of Directing General, MAA, or the appropriate Convening Authority. Both Participants are to cooperate to the fullest extent practicable in any investigations involving combined MCE or LRE operations.

SECTION VI CRIMINAL AND DISCIPLINARY JURISDICTION

6.1 Matters of criminal and disciplinary jurisdiction of Participant personnel in the territory of a third nation are to be dealt with through that Participant's ADCON chains, and in accordance with that Participant's laws, regulations, and applicable international agreements or arrangements.

6.2 Matters of criminal and disciplinary jurisdiction of RAF personnel in the territory of the United States are to be dealt with in accordance with the terms of Article VII of the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces, dated June 19, 1951 (NATO SOFA).

6.3 Although not subject to the disciplinary control of the other Participant, both Participants are to assist each other in the investigation of alleged offenses and disposition of administrative or disciplinary actions.

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**SECTION VII
CLAIMS**

7. Claims against either Participant to this MOU or their personnel are to be dealt with in accordance with the terms of the Chapeau Defense Agreement. Claims not covered by the Chapeau Defense Agreement are to be resolved solely by consultation between the Participants.

**SECTION VIII
SETTLEMENT OF DISPUTES**

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

**SECTION IX
ENTRY INTO EFFECT, AMENDMENT, DURATION, AND TERMINATION**

9.1 All responsibilities of the Participants under this MOU are to be carried out in accordance with their national laws and regulations and are to be subject to the availability of funds for such purposes.

9.2 This MOU may be amended by the mutual written consent of the Participants.

9.3 This MOU may be terminated at any time by written consent of the Participants. In the event both Participants decide to terminate this MOU, the Participants are to consult prior to the date of termination.

9.4 Either Participant may terminate this MOU upon thirty (30) days written notification to the other Participant.

9.5 This MOU enters into effect upon signature by both Participants. This MOU is to remain in effect for three years from the date of signature and may be extended by written consent of the Participants.

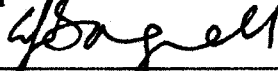
9.6 The respective rights and responsibilities of the Participants under Section IV (Security) of this MOU are continuing, notwithstanding the termination or expiration of this MOU.

For the Department of Defense
of the United States of America



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