

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE DEPARTMENT OF DEFENSE**

**OF**

**THE UNITED STATES OF AMERICA**

**AS REPRESENTED BY U.S. AFRICA COMMAND**

**AND**

**THE MINISTRY OF DEFENCE**

**OF**

**THE UNITED KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND**

**AS REPRESENTED BY THE PERMANENT JOINT  
HEADQUARTERS**

**REGARDING**

**THE ASSIGNMENT OF UNITED KINGDOM DEFENCE  
PERSONNEL**

**TO U.S. AFRICA COMMAND**

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## INTRODUCTION

The Department of Defense of the United States of America (DoD), as represented by U.S. Africa Command (USAFRICOM), and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland, as represented by the United Kingdom Permanent Joint Headquarters (each referred to herein individually as a "Participant" and together as the "Participants"), hereby agree to the following provisions regarding the assignment and non-reciprocal exchange of United Kingdom Permanent Joint Headquarters personnel to USAFRICOM.

The Participants recognize that the provisions of the Agreement Concerning Defense Cooperation Arrangements between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland ("the Chapeau Agreement"), which entered into force May 27, 1993, as amended on June 1, 2007, are applicable to this 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. "United Kingdom Defence Personnel" will mean a military member or civilian employee of the Parent Participant who, upon approval or certification of the Host Participant or Host Government, is assigned to a unit of the Host Participant in accordance with the terms of this MOU.
- 1.2. "Classified Information" will mean information that is generated by or for the Government of the United States of America or the Government of the United Kingdom of Great Britain and Northern Ireland or that is under the jurisdiction or control of one of them, and that requires protection in the interests of national security and is so designated by the application of a security classification marking. The information may be oral, visual, magnetic, or documentary form, or in the form of equipment or technology.
- 1.3. "Contact Officer" will mean the USAFRICOM official designated in writing to oversee and control all contacts, requests for information, consultations, access, and other activities of United Kingdom Defence Personnel who are assigned to, or are visiting, USAFRICOM.
- 1.4. "Controlled Unclassified Information" (CUI) will mean unclassified information to which access or distribution limitations have been applied in accordance with national laws and regulations. It includes information that is exempt from public disclosure or subject to export controls.
- 1.5. "Geographical Host Governments" will mean the Federal Republic of Germany and the Republic of Djibouti.

- 1.6. "Host Government" will mean the U.S. Government.
- 1.7. "Host Participant" will mean the U.S. DoD, as represented by USAFRICOM.
- 1.8. "International Visits Program" (IVP) will mean the program established to process visits by, and assignments of, foreign representatives to U.S. DoD Components and U.S. DoD contractor facilities. It is designed to ensure that Classified Information and CUI 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.
- 1.9. "Parent Government" will mean the Government of the United Kingdom of Great Britain and Northern Ireland.
- 1.10. "Parent Participant" will mean the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland, as represented by the United Kingdom Permanent Joint Headquarters.
- 1.11. "Security Assurance" will mean a written confirmation exchanged between governments, that contains the following elements: verification of the personnel security clearance level of the Parent government's citizens or nationals; a statement by a responsible official of the Parent government that the recipient of the information is approved by the government for access to information of the security classification involved on behalf of the government; and a commitment that the government will ensure compliance with any security agreements or other security requirements specified by either government.

## SECTION II SCOPE

- 2.1. This MOU establishes the terms and conditions by which United Kingdom Defence Personnel may be assigned to USAFRICOM to fulfill USAFRICOM operational requirements while providing work experience and multinational interoperability proficiency maintenance to United Kingdom Defence Personnel assigned. This assignment is non-reciprocal. Assigned United Kingdom Defence Personnel will gain operational expertise and technical knowledge while providing operational support to USAFRICOM. United Kingdom Defence Personnel may only be assigned positions as set out in a position description (PD) using the format specified at Annex B (Position Description Format for United Kingdom Defence Personnel Positions with USAFRICOM) to this MOU. The annexes to this MOU are an integral part hereof and include additional conditions and prerequisites specific to the particular assignments.
- 2.2. The assignment of each United Kingdom Defence Personnel to a position under this MOU and its Annexes will be based upon the demonstrated need for, and the mutual benefit of,

such position to both participants. Once established, each United Kingdom Defence Personnel position will be subject to review by both Participants six months prior to the end of any tour of duty of assigned United Kingdom Defence Personnel to ensure that the position continues to be required by, and is of benefit to, the Host Participant. If the Host Participant determines that a United Kingdom Defence Personnel position is no longer required and is not beneficial to the Host Participant, the United Kingdom Defence Personnel position may be terminated in accordance with Section XI (Entry into Effect, Amendment, Duration, and Termination) of this MOU.

2.3. Commencement of a United Kingdom Defence Personnel assignment will be subject to any requirement that may be imposed by the Host Participant or Host Government regarding formal certification or approval of assigned United Kingdom Defence Personnel, including evidence of required security clearances. Requests for assignment pursuant to this MOU will be processed pursuant to the IVP, as defined in paragraph 1.8. of this MOU.

2.4. An individual may serve as assigned United Kingdom Defence Personnel to only one U.S. DoD organization at a time, as set out in a PD using the format specified at Annex B (Position Description Format for United Kingdom Defence Personnel Positions with USAFRICOM) to this MOU.

### **SECTION III DUTIES AND RESPONSIBILITIES**

3.1. A PD developed by the Host Participant will be approved by the Parent Participant for each United Kingdom Defence Personnel position established and detailed using the format at Annex B (Position Description Format for United Kingdom Defence Personnel Positions with USAFRICOM) to this MOU. The assigned United Kingdom Defence Personnel will perform duties as set out in the PD to this MOU, and perform related tasks as specified by the Host Participant supervisors and commanders and as contemplated and permitted by this MOU. Assigned United Kingdom Defence Personnel must possess the prerequisite grade, skill, training, academic qualifications, flight qualifications, English Comprehension Level (ECL), Oral Proficiency Interview (OPI) level, and security clearance as described in the PD. The Parent Participant will provide the required qualification information of each potential United Kingdom Defence Personnel to the Host Participant six months prior to the commencement of assignment. The Host Participant will review qualifications of prospective United Kingdom Defence Personnel for approval. The Host Participant may disapprove assignment of any proposed United Kingdom Defence Personnel who does not meet the qualifications or who cannot safely perform the duties of the position. This decision will be within the sole discretion of the Host Participant.

3.2. The normal tour of duty for assigned United Kingdom Defence Personnel, exclusive of travel time between countries, will be specified in a PD using the format specified at Annex B (Position Description Format for United Kingdom Defence Personnel Positions with USAFRICOM) to this MOU. Exceptions and/or adjustments to the normal tour length will require mutual written approval of the Participants. Any time required for qualification, orientation, certification, and/or familiarization will be in addition to tour length.

- 3.3. Assigned United Kingdom Defence Personnel will not perform duties reserved by the laws or regulations of the Host Government or Host Participant to officers or employees of the Host Government or Host Participant. Assigned United Kingdom Defence Personnel will be required to respect all applicable Host Government and Host Participant policies, procedures, laws, and regulations, including those relating to security, and the Geographical Host Government laws and regulations to the extent that they are not inconsistent with the relevant laws, policies, procedures and regulations of the Parent Government.
- 3.4. Assigned United Kingdom Defence Personnel will not be granted blanket access to work areas, technical data, or information of the Host Government or Host Participant, whether or not classified. Assigned United Kingdom Defence Personnel will be granted access to work areas, technical data, or information of the Host Government or Host Participant to the extent necessary to fulfill United Kingdom Defence Personnel duties. Assigned United Kingdom Defence Personnel may visit Host Government and contractor facilities as authorized by the Host Participant.
- 3.5. Assigned United Kingdom Defence Personnel will not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so in writing by both the Host and Parent Participants.
- 3.6. The Host Participant will not place or keep assigned United Kingdom Defence Personnel in duty assignments in which direct hostilities are likely to occur or have commenced, unless approved, in writing, by both the Parent Participant and Host Participant.
- 3.7. While on duty, United Kingdom Defence Personnel will wear the order of dress that most closely conforms to the order of dress for the Host Participant. If requested by the Host Participant, United Kingdom Defence Personnel will also wear such identification necessary to identify United Kingdom Defence Personnel nationality, rank, and status as United Kingdom Defence Personnel. Assigned United Kingdom Defence Personnel will be required to comply with the customs of the Host Participant with respect to the wearing of civilian clothing. The Host Participant will issue appropriate weather and service protective uniforms and equipment where the Parent Participant does not have such uniforms or equipment. Such uniforms and equipment will be returned at the end of the United Kingdom Defence Personnel's tour of duty. Any loss or damage, fair wear and tear excepted, will be paid for by the Parent Participant.
- 3.8. The Host Participant will assign a Contact Officer to provide guidance to assigned United Kingdom Defence Personnel concerning these requirements. In addition, the Contact Officer will arrange for activities and coordinate access to facilities and information consistent with the purpose of this MOU.

## SECTION IV FINANCIAL ARRANGEMENTS

4.1. Unless otherwise indicated in this MOU, the Parent Participant will be responsible for all costs and expenses of assigned United Kingdom Defence Personnel, including, but not limited to:

4.1.1. All basic pay, salary, and allowances, including per diem, of assigned United Kingdom Defence Personnel.

4.1.2. All travel by assigned United Kingdom Defence Personnel and United Kingdom Defence Personnel's dependents, including, but not limited to, travel to and from the country of the Host Participant, or the location of the duty assignment as specified in the PD, as applicable.

4.1.3. All costs of living, including costs and expenses associated with the assignment or placement at the Host Participant's location, or the location of the duty assignment as specified in the PD, as applicable, of assigned United Kingdom Defence Personnel and his or her dependents, including travel, housing, food and messing, and 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 assigned United Kingdom Defence Personnel and his or her dependents.

4.1.5. All costs and expenses associated with preparation and shipment of remains and funeral expenses associated with the death of assigned United Kingdom Defence Personnel or his or her dependents.

4.1.6. All costs and expenses associated with the movement or storage of household effects of the assigned United Kingdom Defence Personnel and his or her dependents as authorized by the Parent Participant.

4.1.7. All costs and expenses associated with language or other formal training as requested by the Parent Participant for assigned United Kingdom Defence Personnel.

4.1.8. All costs and expenses associated with the return of assigned United Kingdom Defence Personnel, including his or her dependents, whose assignment has ended or been terminated.

4.1.9. All temporary duty expenses, when directed by the Parent Participant, will be paid for by the Parent Participant.

4.2. The Host Participant will be responsible for the costs of the following:

4.2.1. Informal training of the assigned United Kingdom Defence Personnel provided by the Host Participant conducted to familiarize orient or certify United Kingdom Defence Personnel regarding unique aspects of the assignment as specified in the PD developed using the

format at Annex B (Position Description Format for United Kingdom Defence Personnel Positions with USAFRICOM) to this MOU.

4.2.2. Office space, equipment (on loan), and other clerical support required to perform the duties of assigned United Kingdom Defence Personnel.

4.2.3. All temporary duty expenses when directed by the Host Participant.

## **SECTION V SECURITY**

5.1. The Host Participant will establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or CUI to assigned United Kingdom Defence Personnel will be permitted. The Host Participant will inform the Parent Participant of the level of security clearance required to permit assigned United Kingdom Defence Personnel's access to such information. Assigned United Kingdom Defence Personnel's access to such information and facilities will be consistent with, and limited by, the terms of his/her assignment, the provisions of this Section, and any other agreement or arrangements between the Participants or their governments concerning access to such information and facilities. Further, access will at all times be limited to the minimum required to accomplish the purposes of this MOU, and, at its discretion, the Host Participant may prohibit assigned United Kingdom Defence Personnel's right of access to any Host Participant computer system or facility or require that such access be supervised by Host Participant personnel. Nothing in this MOU will be construed by the Participants to authorize unfettered access to Classified Information or CUI residing in the Host Participant's facilities or computer systems.

5.2. The Parent Participant will cause a Security Assurance to be filed, through the USAFRICOM Office of Security Management, Stuttgart, Germany, stating the security clearance for United Kingdom Defence Personnel being assigned by the Parent Participant. The Security Assurance will be prepared and forwarded through prescribed channels in compliance with established Host Participant procedures. In this case, the prescribed channels will be the IVP, as defined in paragraph 1.8. of this MOU.

5.3. The Host Participant will ensure that each assigned United Kingdom Defence Personnel is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of intellectual property rights and proprietary information (such as patents, copyrights, know-how, and trade secrets), Classified Information, and CUI disclosed to assigned United Kingdom Defence Personnel. This duty will apply both during and after termination of assignment as United Kingdom Defence Personnel. Prior to taking up duties, United Kingdom Defence Personnel will be required to sign the appropriate certification using the template set forth in Annex A (Terms of Reference and Legal Status Certification) to this MOU. Only individuals who execute the Terms of Reference and Legal Status Certification will be permitted to serve as United Kingdom Defence Personnel with USAFRICOM.



5.4. The Parent Participant will ensure that each assigned United Kingdom Defence Personnel, at all times, respects the security laws, regulations, and procedures of the Host Government. Any violation of security laws, regulations, or procedures by an assigned United Kingdom Defence Personnel during his or her assignment will be reported to the Parent Participant for appropriate action. Upon request by the Host Participant, the Parent Participant will remove any United Kingdom Defence Personnel who violates security laws, regulations, or procedures during his or her assignment.

5.5. All Classified Information made available to assigned United Kingdom Defence Personnel will be considered Classified Information furnished to the Parent Government, and will be subject to all provisions and safeguards provided for under the General Security Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America, dated April 14, 1961, as amended, and including the Security Implementing Arrangement for Operations, dated January 27, 2003.

5.5.1. All Classified Information and material provided or generated pursuant to this MOU will be stored, handled, transmitted, and safeguarded in accordance with the Participants' national security laws and regulations.

5.5.2. Classified Information and material will be transferred only through official Government-to-Government channels or through channels approved in writing by the Participants to this MOU. Such information and material will bear the level of classification, denote the country of origin, the conditions of release, and the fact that the information relates to this MOU.

5.5.3. Each Participant will take all lawful steps available to it to ensure that information provided or generated pursuant to this MOU is protected from further disclosure, except as provided in subparagraph 5.5.7. of this Section, unless the other Participant consents to such disclosure. Accordingly, each Participant will ensure that:

5.5.3.1. The recipients will not release the Classified Information to any government, national organization, or other entity of a third party without the prior written consent of the originating Participant.

5.5.3.2. The recipients will afford the information a degree of protection equivalent to that afforded it by the originating Participant.

5.5.3.3. The recipients will not use the Classified Information for other than the purposes provided for in this MOU.

5.5.3.4. Each Participant will provide receipts for all Classified Information or material received.

5.5.4. Each Participant will undertake to maintain the security classification assigned to information and material by the originating Participant.

5.5.5. The Participants will investigate all cases in which it is known, or where there are grounds for suspecting, that Classified Information or material provided or generated pursuant to this MOU has been lost or disclosed to unauthorized persons. Each Participant also will promptly and fully inform the other Participant of the details of any such occurrences, and the final results of the investigation and the corrective action taken to preclude recurrence.

5.5.6. For any facility wherein Classified Information or material is to be used, the responsible Participant will approve the appointment of a person or persons to exercise effective responsibilities for safeguarding at such facility the information or material pertaining to this MOU. These officials will be responsible for limiting access to Classified Information or material involved in this MOU to those persons who have been properly approved for access and have a need to know.

5.5.7. Each Participant will ensure that access to the Classified Information is limited to those persons who possess security clearances and have a specific need for access to the information in order to participate in the Program.

5.6. Assigned United Kingdom Defence Personnel will not take custody of Classified Information or CUI in tangible form (for example, documents or electronic files), except as expressly permitted by the terms of the Host Participant certification of assigned United Kingdom Defence Personnel (and requested in writing by the Parent Government) for the following situations:

5.6.1. Couriers. Assigned United Kingdom Defence Personnel may take custody of Classified Information to perform courier functions, when authorized by the Host Participant certification for assigned United Kingdom Defence Personnel. The Classified Information will be packaged and receipted for in compliance with Host Participant requirements.

5.6.2. On-Site Storage. Assigned United Kingdom Defence Personnel may be furnished a secure container for the temporary storage of Classified Information, consistent with the terms of the certification, provided the security responsibility and control of the container and its content remains with the Host Participant.

## **SECTION VI TECHNICAL AND ADMINISTRATIVE MATTERS**

6.1. Assigned United Kingdom Defence Personnel will be under the direction and operational control of the Host Participant's unit commander or designated representative. Administration and control of assigned United Kingdom Defence Personnel will be in accordance with Host Participant's national laws and regulations.

6.2. To the extent authorized by the laws and regulations of the Host Government, and in accordance with Section IV (Financial Arrangements) of this MOU, the Host Participant may

provide such administrative support as is necessary for assigned United Kingdom Defence Personnel to perform duties assigned pursuant to this MOU.

6.3. The Host Participant will determine the normal working hours for assigned United Kingdom Defence Personnel.

6.4. Assigned United Kingdom Defence Personnel may be granted leave according to their entitlements under the regulations of the Parent Participant, provided such leave is approved by the Parent Participant and coordinated with the applicable Host Participant's unit commander or his or her designated representative. The leave and holiday schedule for assigned United Kingdom Defence Personnel will be commensurate with the Host Participant's unit's schedule.

6.5. Assigned United Kingdom Defence Personnel and the United Kingdom Defence Personnel's accompanying dependents will be provided care in military medical and dental facilities and if required, Aero Medical Evacuation (AE). This would be to the extent permitted by applicable national law, policy, and international agreements and MOUs. Unless otherwise provided in this MOU, the same terms and conditions specified in the "Memorandum of Understanding Between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland Concerning Health Care for Military Members and their Dependents," signed at Washington, D.C. June 28 and July 14, 2004, will apply to United Kingdom Defence Personnel under this MOU. Except as specifically provided by agreement or Host Participant law and policy, the Host Participant will not provide elective care, and each assigned United Kingdom Defence Personnel will be responsible for all non-elective medical and dental costs incurred by such United Kingdom Defence Personnel and accompanying dependents. The Parent Participant will be responsible for familiarizing itself with the medical and dental services available to each United Kingdom Defence Personnel and accompanying dependents. The Parent Participant will ensure that each assigned United Kingdom Defence Personnel and the United Kingdom Defence Personnel's accompanying dependents are physically fit prior to the assigned United Kingdom Defence Personnel's tour of duty.

6.6. Assigned United Kingdom Defence Personnel and his or her accompanying dependents may be accorded the use of DoD commissaries, exchanges, theatres, and similar morale and welfare facilities, to the extent AFRICOM personnel are authorized to use such commissaries, exchanges, theatres, and similar morale and welfare facilities, in accordance with existing regulations and policies.

6.7. To the extent permitted by the laws and regulations of the Host Government, and Host Participant, and subject to the reimbursement by the Parent Participant or the assigned United Kingdom Defence Personnel, the Host Participant may provide, if available, housing and messing facilities for assigned United Kingdom Defence Personnel and United Kingdom Defence Personnel's accompanying dependents. If housing and messing facilities are not provided by the Host Participant, the Host Participant will use reasonable efforts to assist the Parent Participant in locating suitable accommodations.

6.8. The Parent Participant will ensure that assigned United Kingdom Defence Personnel and all accompanying 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 or arrangement between the Participants, assigned United Kingdom Defence Personnel entering the United States will be required to comply with U.S. Customs Regulations.

6.9. Assigned United Kingdom Defence Personnel will not exercise any disciplinary authority over other military or civilian personnel of the Host Participant.. Assigned United Kingdom Defence Personnel will be afforded the same courtesies as USAFRICOM military members of comparable rank.

6.10. Any decorations, awards, or insignia bestowed on assigned United Kingdom Defence Personnel by the Host Participant will be made in accordance with Host Participant's regulations. The Parent Participant will be notified of such awards. These awards will not be accepted by assigned United Kingdom Defence Personnel without the prior written approval of the Parent Participant.

6.11. The Host Participant's certification or approval of an individual as United Kingdom Defence Personnel will not bestow diplomatic or other special privileges on that individual.

## **SECTION VII DISCIPLINE AND REMOVAL**

7.1. Except as provided in paragraph 7.2. of this MOU, neither the Host Participant nor the Armed Forces of the Host Government may take disciplinary action against assigned United Kingdom Defence Personnel who commits an offense under the military laws or regulations of the Host Government, Host Participant, or the laws and regulations of the Geographical Host Government. The Parent Participant, however, will take such administrative or disciplinary action against assigned United Kingdom Defence Personnel 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 assigned United Kingdom Defence Personnel 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, Host Government, or the Geographical Host Governments. In addition, at the request of the Host Participant, the Parent Government will remove assigned United Kingdom Defence Personnel 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 assigned United Kingdom Defence Personnel and the United Kingdom Defence Personnel's accompanying dependents.

7.3. The Participants will immediately consult to determine the viability of the Parent Participant replacing a withdrawn United Kingdom Defence Personnel either to complete the withdrawn United Kingdom Defence Personnel's tour of duty or start a new tour of duty.

## **SECTION VIII REPORTS**

8.1. Reports that assigned United Kingdom Defence Personnel may be required to make by the Parent Participant or that they wish to make concerning their duties as United Kingdom Defence Personnel will be submitted in accordance with the Parent Participant's regulations. Upon receipt of the request by the Parent Participant, individual evaluation reports of assigned United Kingdom Defence Personnel will be prepared and submitted by the applicable Host Participant's unit commander or designated representative in accordance with the Host Participant's regulations and procedures.

8.2. In the event of injury to or death of assigned United Kingdom Defence Personnel, the Host Participant will submit casualty reports through established channels to the Parent Participant. Any reports and investigations conducted by the Host Participant concerning a casualty will be made available to the Parent Participant. The Parent Participant may request, through applicable channels, to conduct a separate investigation.

## **SECTION IX CLAIMS**

9.1. Claims arising out of, or in connection with, this MOU against either Participant or its personnel will be dealt with in accordance with the terms of Article VIII of the "Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces," done at London, June 19, 1951 ("the NATO SOFA"), Section 1 of the Chapeau Agreement, and any other applicable bilateral or multilateral agreements or arrangements to which the Participants, or their Governments, are a party concerning the status of their forces.

9.2. The Parent Participant will ensure that assigned United Kingdom Defence Personnel and the United Kingdom Defence Personnel's accompanying dependents obtain motor vehicle liability insurance coverage for their private motor vehicles in accordance with applicable laws, regulations, and policies of the Government of the Host Participant, Geographical Host Governments, or the political subdivision of the country of the Host Participant in which assigned United Kingdom Defence Personnel and United Kingdom Defence Personnel's accompanying dependents are located. In cases of claims involving the use of private motor vehicles, the Parent Participant will use its best efforts to ensure that the first recourse by any claimants will be against such insurance.

**SECTION X  
SETTLEMENT OF DISPUTES**

10.1. 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 or third party for settlement.

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

11.1. This MOU will enter into effect upon signature by both Participants. This MOU will remain in effect for ten (10) years, and may be extended by written consent of the Participants.

11.2. All responsibilities of the Participants under this MOU will be subject to applicable national laws and regulations, including export control laws, regulations, and policies, and the availability of appropriated funds for such purposes.

11.3. The Parent Participant will ensure that each assigned United Kingdom Defence Personnel complies with all responsibilities and restrictions applicable to United Kingdom Defence Personnel under this MOU and the Terms of Reference and Legal Status Certification executed using the template set forth in Annex A (Terms of Reference and Legal Status Certification) to this MOU.

11.4. This MOU and its Annexes may be amended by the mutual written consent of the Participants. Annexes may be modified or added to this MOU by the mutual written consent of the Participants.

11.5. 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 will consult prior to the date of termination.

11.6. Either Participant may terminate this MOU or an Annex upon forty-five (45) days written notification to the other Participant. Termination of this MOU will also terminate its Annexes. Either Participant may terminate a position described in a PD prepared using Annex B (Position Description Format for United Kingdom Defence Personnel Positions with USAFRICOM) to this MOU upon forty-five (45) days written notification to the other Participant.

11.7. The respective rights and responsibilities of the Participants and assigned United Kingdom Defence Personnel under Section V (Security), Section IX (Claims), and paragraph 11.8. of this Section (Entry Into Effect, Amendment, Duration, and Termination) of this MOU will continue, notwithstanding the termination or expiration of this MOU.

11.8. No later than the effective date of expiration or termination of this MOU, the Parent Participant will remove its assigned United Kingdom Defence Personnel and the United Kingdom Defence Personnel's accompanying dependents from the territory of the Host Participant and pay any money owed to the Host Participant under this MOU. Any costs or expenses for which a Participant is responsible pursuant to Section IV (Financial Arrangements) of this MOU, but that were not billed in sufficient time to permit payment prior to termination or expiration of this MOU, will be paid promptly after such billing.

11.9. This MOU consists of eleven (11) Sections and two (2) Annexes.

The undersigned, being duly authorized, have signed this MOU.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
in the English language.

The Department of Defense  
of the United States of America,  
as represented by  
U.S. Africa Command

David M. Rodriguez  
[Name]

COMMANDER, USAFRICOM  
[Position] [Title]

STUTTGART  
[Location]

26 SEPTEMBER 2014  
Dated:

The Ministry of Defence of the United  
Kingdom of Great Britain and Northern  
Ireland, as represented by the Permanent Joint  
Headquarters

DA CAPWELL <sup>Ht Gen</sup> <sup>KCB, OBE</sup>  
[Name] <sup>Royal Marine</sup>

Chief Joint Operations  
[Position] [Title]

NORTHWOOD  
[Location]

24 July 2014  
Dated:

**ANNEX A  
TERMS OF REFERENCE AND LEGAL STATUS  
CERTIFICATION**

**SECTION I  
UNITED KINGDOM DEFENCE PERSONNEL  
LEGAL STATUS OF CERTIFICATION**

As a representative of the United Kingdom Permanent Joint Headquarters under the auspices of an extended visit authorization to USAFRICOM, I am subject to the terms and conditions of the "Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces," done at London, June 19, 1951 ("the NATO SOFA"), except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity that I may have been granted. I understand that my acceptance of the United Kingdom Defence Personnel position with USAFRICOM does not bestow upon me diplomatic or other special privileges.

**SECTION II  
UNITED KINGDOM DEFENCE PERSONNEL  
CONDITIONS OF CERTIFICATION**

- (1) **Responsibilities:** I understand that my activities will be limited to performing functions for the Host Participant to promote greater mutual understanding with regard to the issues in which my Government and the U.S. Government have a mutual interest. I will not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government. My duties and functions are described in the position description provided to me in connection with this assignment.
- (2) **Costs:** I understand that all costs associated with my duties as a United Kingdom Defence Personnel will be the responsibility of my Government, including, but not limited to, travel, housing, messing, and medical and dental services.
- (3) **Extensions and Revalidation:** I understand that if my Government desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request will be submitted not later than thirty (30) days prior to the expiration date of the current extended visit authorization.
- (4) **Contact Officer:** I understand that when the certification process is completed, a Contact Officer will be assigned to sponsor me during my visit to the USAFRICOM. I further understand that I will coordinate, through my Contact Officer, all requests for information, visits, and other business that fall under the terms of my certification. I also understand that requests for information that are beyond the terms of my certification will be made through the USAFRICOM Office of Security Management, Stuttgart, Germany.
- (5) **Other Visits:** I understand that visits to facilities for which the purpose does not directly relate to the terms of my certification will be made through the U.S. Africa Command Office of Security Management, Stuttgart, Germany.



(6) **Uniform:** I understand that I will wear my national uniform when conducting business at USAFRICOM or other U.S. Department of Defense facilities, unless otherwise directed. I will comply with my Parent Government's service uniform regulations.

(7) **Duty Hours:** I understand that my duty hours are Monday through Friday, from 0730 to 1800, and Saturdays, from 1200 to 1800. Should I require access to my work area during non-duty hours, I am required to request permission from the Command Security Officer through my Contact Officer. I further understand that it is not necessary to assign a U.S. escort officer to me during my non-duty access. Any incremental cost incurred as a result of such non-duty access will be reimbursed to the U.S. Government.

(8) **Security:**

a. I understand that access to U.S. Government information will be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of assigned United Kingdom Defence Personnel, as described in the position description for the position to which I am assigned. I also understand that I may not have access to U.S. Government computer systems, unless the information accessible by the computer is releasable to my Government in accordance with applicable U.S. law, regulations, and policy.

b. All information to which I may have access during my certification will be treated as information provided, in confidence, to my Government and will not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the U.S. Government.

c. I will immediately report to my Contact Officer should I obtain or become knowledgeable of U.S. Government information for which I am not authorized to have access. I further agree that I will report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.

d. If required, I will display a security badge on my outer clothing so that it is clearly visible. The U.S. Government will supply this badge.

(9) **Compliance:** I have been briefed on, fully understand, and will comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other international agreements.

(10) **Definitions of Terms:** Terms not defined herein will have the definitions ascribed to them in the applicable MOU governing my assignment as a United Kingdom Defence Personnel.

**SECTION III  
UNITED KINGDOM DEFENCE PERSONNEL  
TERMS OF CERTIFICATION**

- (1) **Contact Officer:** [NAME OF CONTACT OFFICER[s]] has been assigned as my Contact Officer.
- (2) **Certification:** I am certified to U.S. Africa Command (USAFRICOM), and will represent the United Kingdom Permanent Joint Headquarters to USAFRICOM, as mutually determined by the Participants.
- (3) **Travel:** I may visit the following locations under the terms of my certification, with the permission of my Contact Officer:

**SECTION IV  
UNITED KINGDOM DEFENCE PERSONNEL  
CERTIFICATION OF IN-BRIEFING**

I, [NAME OF UNITED KINGDOM DEFENCE PERSONNEL], understand and acknowledge that I have been certified as an assigned United Kingdom Defence Personnel to USAFRICOM in accordance with the Memorandum of Understanding (MOU) between the Department of Defense of the United States of America (DoD), as represented by U.S. Africa Command and the Ministry of Defence of United Kingdom of Great Britain and Northern Ireland, as represented by the United Kingdom Permanent Joint Headquarters, Regarding the Assignment of United Kingdom Defence Personnel to USAFRICOM. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I will comply with the conditions and responsibilities of my certification.

\_\_\_\_\_  
(SIGNATURE OF UNITED KINGDOM DEFENCE PERSONNEL)

\_\_\_\_\_  
(TYPED NAME OF UNITED KINGDOM DEFENCE PERSONNEL)

\_\_\_\_\_  
(RANK AND/OR TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE OF BRIEFER)

\_\_\_\_\_  
(TYPED NAME)

\_\_\_\_\_  
(DATE)

**ANNEX B**

**POSITION DESCRIPTION FORMAT FOR UNITED KINGDOM DEFENCE  
PERSONNEL  
POSITIONS WITH USAFRICOM**

1. DUTY TITLE:
2. DESCRIPTION OF POSITION AND DUTIES PERFORMED:
3. TOUR LENGTH:
4. DoD COMMAND/DoD ORGANIZATION/DUTY UNIT/LOCATION:
5. QUALIFICATIONS:
  - A. SECURITY CLEARANCE:
  - B. RANK/GRADE:
  - C. REQUIRED FORMAL TRAINING:
  - D. REMARKS:
6. HOST PARTICIPANT ORGANIZATION RESPONSIBLE FOR ADMINISTRATIVE AND OPERATIONAL SUPERVISION OF THE UNITED KINGDOM DEFENCE PERSONNEL:

