



Ministry  
of Defence Police

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[REDACTED]

By email – [REDACTED]

Our Ref: eCase:2016/10806 RFI:316/16  
Date: 19 January 2016

Dear [REDACTED]

**FREEDOM OF INFORMATION ACT 2000: MINISTRY OF DEFENCE POLICE: COST AGREEMENTS**

I refer to your email dated 9 November 2016 which was acknowledged on the 7 December 2016.

We are treating your email as a request for information in accordance with the Freedom of Information Act 2000 (FOIA 2000).

In your email you requested the following information:

**“1. Please could you provide me full details of all the Cost Recovery Agreements your force currently has in place or has had over the past year?**

**2. For each one of these, please provide me a copy of the agreement spelling out the name of the organisation with which the contract is held, details of the obligations contained in it, the value of the deal, the length of the deal and date it was agreed.”**

You will recall that we wrote to you on 7 December 2016, informing you that we would be completing a public interest test to determine whether we should release or withhold information. We have now completed the public interest test and concluded that that balance favours engaging the exemptions Sections 23, (Information relating to the security bodies) and qualified exemptions provided for at Sections 24 (National Security), Section 26 (Defence) and Section 31 (Law Enforcement).

Section 23 is an absolute exemption and is not subject to a public interest test.

Sections 24, 26 and 31 are qualified exemptions and are subject to public interest testing which means that the information requested can only be withheld if the public interest in doing so outweighs the public interest in disclosure

I attach redacted copies of:

Agreement with United States Air Forces (USAF)

Agreement with Defence Science and Technologies (DSTL )

Section 26(1)(b) has been applied to the information because it contains details which are operationally sensitive. The balance of public interest was found to be in favour of withholding some of the information.

Section 31(1)(a) and (b) has been applied to the information because it contains details which would be likely to compromise Law Enforcement and security at the locations. The balance of public interest was found to be in favour of withholding some of the information.

We are also withholding further documents under the following exemptions:-

Section 23 is an absolute exemption and is not subject to a public interest test.

Section 24(1) has been applied because it contains information which could be damaging to National Security. The balance of public interest was found to be in favour of withholding all of the information.

If you are not satisfied with this response or wish to complain about any aspect of the handling of your request, then you should contact me in the first instance. If informal resolution is not possible and you are still dissatisfied then you may apply for an independent internal review by contacting the Information Rights Compliance team, 1<sup>st</sup> Floor, MOD Main Building, Whitehall, London SW1A 2HB (email [CIO-FOI-IR@mod.uk](mailto:CIO-FOI-IR@mod.uk)). Please note that any request for an internal review must be made within 40 working days of the date on which the attempt to reach informal resolution has come to an end.

If you remain dissatisfied following an internal review, you may take your complaint to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not investigate the case until the MOD internal review process has been completed. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website (<http://www.ico.org.uk>).

Yours sincerely

**MDP Sec Data Protection and Freedom of Information Office**

**JOINT BUSINESS AGREEMENT**

BETWEEN

**MINISTRY OF DEFENCE POLICE**

AND

**DEFENCE SCIENCE AND TECHNOLOGY  
LABORATORY**

FOR

**THE PROVISION OF POLICING AND SECURITY  
SERVICES**

2016/2017

**JOINT BUSINESS AGREEMENT**

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# JOINT BUSINESS AGREEMENT PART 1

**User Name:** DEFENCE SCIENCE and TECHNOLOGY LABORTORY

**Provider Name:** MINISTRY OF DEFENCE POLICE

**Outputs:** The Provision of specialist armed policing and security services

## Description of Service

The delivery of specialist armed policing services to the Defence Science and Technology Laboratory.

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Subject to Part 2 Section 1 Paragraph 6.1, Part 2 Section 1 Paragraph 11.3 and Part 2 Section 2 Paragraph 1.2.10

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

# JOINT BUSINESS AGREEMENT PART 2

## SECTION 1

### 1. INTRODUCTION

- 1.1 This Joint Business Agreement (JBA) defines and formalises the business relationship between the Ministry of Defence Police (hereinafter referred to as “MDP” or “The Provider”) and the Defence Science and Technology Laboratory (hereinafter referred to as “DSTL” or “The User”). It sets out the respective responsibilities of both parties, and formalises the services to be provided by MDP.
- 1.2 Although the Agreement is not legally binding, both parties agree to act in accordance with the terms and conditions detailed herein. The underlying assumption is that the provision of policing and security services by the MDP to DSTL will continue unless the termination provisions detailed at Paragraph 12.1 below are initiated by either party.
- 1.3 Part One of this document contains details of the parties to this JBA and a description of the service provided together with its projected cost. Part Two contains the overarching enduring principles of the JBA. This JBA may be amended formally, in writing, as deemed necessary, subject to the agreement of both parties.
- 1.4 This JBA establishes the baseline from which services are provided by both parties. Both User and Provider recognise the need to further develop and refine this JBA in order to make it an efficient and effective management tool as well as identifying potential improvements to the service outputs. The views of all appropriate stakeholders will be taken into consideration when undertaking reviews of this JBA.

### 2. PARTIES TO THE AGREEMENT

- 2.1 **The Ministry of Defence Police** – The MDP is established under the Ministry of Defence Police Act 1987 and sits within the Head Office and Corporate Services Top Level Budget of the Ministry of Defence. MDP officers operate under the direction and control of the Chief Constable for the Ministry of Defence Police (CCMDP) and within the jurisdiction afforded by the MDP Act 1987 (as amended). In the context of this JBA, the Chief Constable is responsible and accountable for the provision of policing and security services by the MDP to DSTL.
- 2.2 **The Defence Science & Technology Laboratory** - DSTL operates as an Trading Fund and is part of the Ministry of Defence. Its purpose is to maximize the impact of science and technology for the defence and security of the UK.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. **OPERATIONAL COMMAND AND CONTROL**

- 4.1 The MDP officers deployed under the terms of this Agreement will operate under the direction and control of CCMDP at all times.
- 4.2 Operational command and control of the MDP officers deployed at DSTL establishments is delegated by CCMDP to the local on-site Senior Police Officer (SPO) who is accountable and responsible for the service provision outputs at a local level.

5. **REVIEW AND MONITORING**

- 5.1 A formal annual performance review meeting will be held to assess MDP performance against the policing and security outputs that are specified in the Local Tasking Agreement (LTA). This review will be held no later than October of each year. This meeting will also provide a forum to discuss future amendments to the LTA or JBA.
- 5.2 A review of this JBA may be initiated at any time by either party. Any amendments to the sections of this agreement shall be agreed by both parties.
- 5.3 Monthly meetings will be held between the SPO and the User's nominated representative to review MDP performance. Following these meetings the Certificate of Achievement (CoA) document that is attached at Appendix 1 will be signed. The CoA will contain a brief description of mandatory tasks and performance against each task as agreed in the LTA. The original CoA with signatures should be kept on site by the SPO and local Security representative, copied to Dstl PSyA, and an electronic copy sent to MDP Finance. This will assist in the decision making process as outlined in Section 2 Paragraph 1.2.10 below.

## 6. FINANCIAL PLANNING

- 6.1 To assist DSTL with its future financial planning the MDP will, by 31 October of each year, provide an estimate of the costs for the following year. This will be reviewed at the end of the current financial year after the full actual costs are known.
- 6.2 The user agrees to pay the estimated costs until the full actual costs are known and agreed (Paragraph 11.3 below)
- 6.3 Invoices will be submitted to the Dstl point of contact, or their representative. Payment will be made monthly in arrears. An annual breakdown of charges will be provided by MDP to Dstl to allow the reconciliation of estimated costs against known true costs, where payments will be adjusted between the parties accordingly.

[REDACTED]

[REDACTED]

[REDACTED]

## 8. LEGISLATION AND GUIDANCE

The services of the MDP to the user are governed by:

- 8.1 **MOD Police Act 1987 (as amended by the Anti-terrorism, Crime and Security Act 2001)**  
The jurisdiction of MDP Officers is set out in this Act. The MDP relationship with other police forces in the UK is detailed in a series of Policing Protocols that are agreed locally.
- 8.2 **Association of Chief Police Officers/Association of Chief Police Officers (Scotland), the College of Policing and Her Majesty's Inspector of Constabulary Reports and Publications**  
These organisations routinely issue recommendations and guidance on policing best practice in the UK, which are taken into account in MDP policy development.



**8.3 Health and Safety at Work Act etc 1974 and subordinate health and safety legislation**

This is relevant to the deployment of MDP officers under the terms of this Agreement and includes accommodation, equipment, operating conditions, risk assessments etc.

**8.4 European Working Time Regulations 1998 as amended**

These Regulations impact upon the MDP's ability to cover tasks using overtime. The Regulations limit the MDP's ability to vary staff shift times and to recall officers to duty at short notice. The MDP's ability to respond to unforeseen operational requirements may also be affected by these Regulations unless the situation can be shown to be a genuine emergency.

**8.5 Human Rights Act 1998**

As a UK police force, the MDP will comply with this Act in the delivery of the policing and security services covered by this Agreement.

**8.6 Freedom of Information Act 2000**

The User and Provider undertake to keep each other informed of any Requests for Information submitted in the context of the policing and security services covered by this Agreement. Any Public Interest Test required will consider the views of both organisations.

**8.7 Data Protection Act 1998**

The MDP will comply with this Act in the delivery of the policing and security services covered by this Agreement. This is particularly relevant to the processing and storage of personal data, including images and information obtained from CCTV systems.

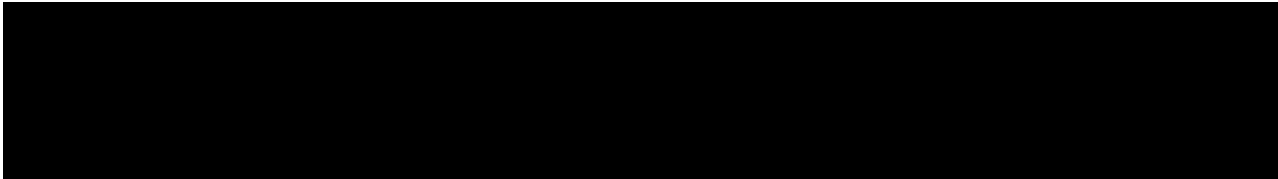
**9. STANDARDS**

9.1 The delivery of the services covered by this Agreement will be undertaken in accordance with MDP policy and doctrine that reflects national police best practice. The MDP will ensure that all officers deployed at DSTL establishments are fully trained and equipped to fulfil the obligations laid down in the Local Tasking Agreement. This JBA covers outputs up to the current DSTL requirements as outlined in LTA's. Any increase in the DSTL requirement for MDP services which require additional levels of output (which may also result in an increase of cost to DSTL) are subject to agreement in writing and a revised LTA being agreed by all parties (Paragraph 11.2 refers).

**10. ABRITRATION**


10.1 The User and Provider will endeavour to address and reach agreement at local level on issues that are within the scope of this JBA. Where agreement cannot be reached, matters will be raised up the respective chains of command for resolution.

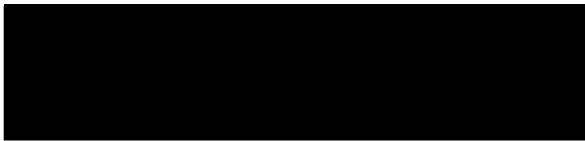
## 11. TERMS OF AGREEMENT



11.2 Any amendments to the LTA that require a change to the number of MDP officers deployed under this Agreement will be assessed by the MDP Complementing Team who will produce a report for the User that will detail any changes to officer numbers and estimated costs. Any reduction to the number of MDP officers deployed under this agreement will be subject to a written notice giving MDP a six month notice to allow the MDP to undertake re-deployment action.

11.3 In accordance with paragraph 6.2 above, the User will pay estimated costs until the total costs are known and agreed. Any adjustment between the estimated and true costs will be made following this agreement.

11.4 The estimated costs for the MDP services provided under this Agreement will be developed from the actual costs incurred in the previous year. 



11.5.1 The Agreement Price excludes any Value Added Tax chargeable on the value of services provided in accordance with the Agreement.

11.5.2 The 'Agreement Price' means the price DSTL will pay the MDP for the full and proper performance of services as determined under this Agreement and the LTA (Subject to Section 2 Paragraph 1.2.10 below).

## 12. TERMINATION OF AGREEMENT

12.1 This JBA may be terminated by either party giving at least 6 months notice in writing. Any termination proposal will be subject to formal consultation with the MDP Staff Associations in accordance with the MoD policy on employee engagement.

## SECTION 2

### 1. OUTPUTS

#### 1.1 Locations

MDP will provide specialist armed policing and security services to the following DSTL locations:

[REDACTED]

Specific requirements and outputs to the named establishments are agreed at a local level and are shown in separate Local Tasking Agreements (LTA).

#### 1.2 Services

The MDP will provide

[REDACTED]

[REDACTED]

[REDACTED]

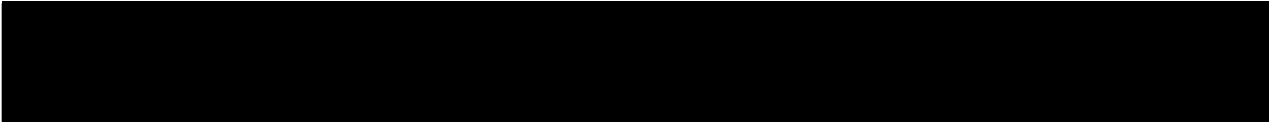
[REDACTED]

[REDACTED]

In the event of a serious incident the SPO will inform both the SSyO and the Dstl Estate Manager and keep them further informed of developments.

Any additional Officers or hours that may be required, as agreed between the SPO, SSyO or Estates Manager, will incur additional costs and an estimated will be provided based on MDP capitation rates applicable to Dstl sites. The actual costs will be recovered from Dstl. This may include planned demonstrations.

- 1.2.6 Any Operation not specified within this JBA will be subject to a user and provider local agreement authorised between the parties in writing, for example Op Redshank, Op Pluto Blue etc.



- 1.2.9 The SPO can request, where resources allow, specialised criminal investigation services if required. The SSyO and Estates Manager can also request these services through the SPO.

- 1.2.10 The SPO will ensure that the level of security service provision outputs as specified in the LTA is delivered. Where the service level is not achieved (see Section 1 Paragraph 5.3) the user may be entitled to a reduction in costs.

- 1.2.11 The MDP will ensure that there is a supervisory officer on duty at all times to effectively command and control their officers. This is to maximise the security position in support of the DSTL Estate Manager who is responsible for the establishment security.

- 1.2.12 The SPO will be consulted and integrated into any existing or future emergency and contingency plans that affect the security or safety of the Establishments.

- 1.2.13 MDP officers will comply with the relevant DSTL regulations such as Health and Safety, Fire, Accident reporting etc. All MDP must have full Security Clearance (SC) classification.

## **2. SERVICES SUPPLIED BY DSTL TO MDP**

- 2.1 In order for MDP to deliver the services covered by this JBA it will be necessary for Dstl to provide support services, which include, but not limited to:

- a. Toilets and washroom facilities
- b. IT equipment and infrastructure
- c. Restroom facilities
- d. Stationary and postage
- e. Telephone equipment and charges
- f. Fuel
- g. Security equipment
- h. Accommodation and utilities

## Final

- i. Cleaning and maintenance
- j. Office equipment and Consumables (within agreed levels and budget)
- k. Any Personal Protective Equipment that is needed to meet the DSTL requirement that is deemed to be over and above standard police equipment or uniform
- l. Public Order equipment
- m. Maintenance of kennelling facilities
- n. Other mutually agreed services

All services will adhere to JSP 315 Volume 1

**APPENDIX 1**

**Certificate of Tasking Achievement**

<b>Station:</b>	<b>Station</b>	<b>Period :</b>	<b>Month Year</b>
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We certify that the details of tasking achievements as outlined below are agreed between all parties.

Raise Invoices for the agreed sum as detailed in the extant JBA

Refer to MDP Finance in accordance with Part 2 Section 2 Para 1.2.10

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<input type="checkbox"/> [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

**Task 1**

[REDACTED]

**Achievement**    Achieved     Not Achieved

**Comments (Must be completed if service output is not achieved)**

**Achievement** Achieved  Not Achieved

**Comments (Must be completed if service output is not achieved)**

**Achievement** Achieved  Not Achieved

**Comments (Must be completed if service output is not achieved)**

**Achievement** Achieved  Not Achieved

**Comments (Must be completed if service output is not achieved)**


**Achievement** Achieved  Not Achieved

**Comments (Must be completed if service output is not achieved)**


 <b>Achievement</b> Achieved <input type="checkbox"/> Not Achieved <input type="checkbox"/> <b>Comments</b> <b>(Must be completed if service output is not achieved)</b>
 <b>Achievement</b> Achieved <input type="checkbox"/> Not Achieved <input type="checkbox"/> <b>Comments</b> <b>(Must be completed if service output is not achieved)</b>
 <b>Achievement</b> Achieved <input type="checkbox"/> Not Achieved <input type="checkbox"/> <b>Comments</b> <b>(Must be completed if service output is not achieved)</b>
 <b>Achievement</b> Achieved <input type="checkbox"/> Not Achieved <input type="checkbox"/> <b>Comments</b> <b>(Must be completed if service output is not achieved)</b>






  
**Achievement** Achieved  Not Achieved

**Comments** (Must be completed if service output is not achieved)

  
**Achievement** Achieved  Not Achieved

**Comments** (Must be completed if service output is not achieved)

  
**Achievement** Achieved  Not Achieved

**Comments** (Must be completed if service output is not achieved)

  
**Achievement** Achieved  Not Achieved

**Comments** (Must be completed if service output is not achieved)

[Redacted]

**Achievement**   **Achieved**      **Not Achieved**  

**Comments**   (Must be completed if service output is not achieved)

[Redacted]

**Achievement**   **Achieved**      **Not Achieved**  

**Comments**   (Must be completed if service output is not achieved)

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MEMORANDUM OF ARRANGEMENT  
BETWEEN  
THE UNITED KINGDOM MINISTRY OF DEFENCE  
REPRESENTED BY THE  
MINISTRY OF DEFENCE POLICE AND GUARDING AGENCY  
AND  
THE UNITED STATES AIR FORCES IN EUROPE  
REPRESENTED BY THE  
HEADQUARTERS, THIRD AIR FORCE  
CONCERNING  
THE PROVISION OF SECURITY AND POLICING SERVICES BY THE  
MDPGATO  
THE UNITED STATES FORCE IN THE UNITED KINGDOM

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## I. INTRODUCTION

1. This Memorandum of Arrangement (MOA) is intended to establish a harmonious and efficient framework for joint cooperation between US security forces and Ministry of Defence (MOD) Police & Guarding Agency (MDPGA). It is envisioned that the MDPGA and US security forces will develop relationships and understandings that will lead to an operationally integrated force. Information sharing and joint operations are vitally important to the US-UK relationship and this MOA serves to advance this relationship to the maximum extent possible whilst working in compliance with US and UK law.
2. The Government of the United Kingdom (UK) represented by the MOD and the Government of the United States of America (US) represented by US Air Forces in Europe (USAFE) hereinafter referred to as the Participants, have determined the following arrangements regarding MDPGA deployed at bases, facilities, and/or installations made available to the US Force in the UK.
3. This MOA provides the framework for the provision of security and policing services by the MDPGA deployed at the US Force bases in the UK.
4. The US Force operates in the UK under the provisions of the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces (NATO SOFA), 1951. The NATO SOFA, Article VII, paragraph 10 gives the US Force the right to police UK bases which the US Force occupies (hereinafter referred to as the US Force bases) and take all appropriate measures to enhance security on such premises. Operations outside the bases are subject to arrangements with UK authorities. The Participants have determined that appropriate security measures will involve security aspects both inside and outside the confines of bases, facilities, and/or installations.
5. The MDPGA comprises a civilian UK police force, the MOD Police (MDP), and a civilian guarding force, the MOD Guard Service (MGS). The MDP provide an armed presence for force protection and have full constabulary powers and privileges under, the Ministry of Defence Police Act of 1987 as amended by the Anti-Terrorism, Crime and Security Act 2001, which can be used to combat principal risks of crime and disorder faced by the MOD UK and the US Force. The MGS are the unarmed guarding element of the MDPGA with primary responsibility for access/egress control, unarmed patrols and other security requirements. The Participants agree that MDPGA are authorized to operate on the US Force bases when requested by the US. This MOA covers the deployment of all MDPGA resources. For purposes of this MOA, the term "Designated MDPGA Lead (DML)" refers to the Senior Police Officer (SPO) on site, or if no SPO, the Senior MGS Officer on site.
6. This MOA defines those roles and tasks as specified by the US Force and also identifies Host Nation (HN) taskings. This MOA replaces the 1989 MOU concerning the same subject.

## II. AUTHORITY

The Participants come into this Memorandum of Arrangement pursuant to

1. The North Atlantic Treaty, signed in Washington on 4 April 1949.
2. The Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces (NATO SOFA), signed in London on 19 June 1951.
3. The Visiting Forces Act of 1952, to the extent that it enacts the NATO SOFA into United Kingdom law, and is consistent with the North Atlantic Treaty and the NATO SOFA.

### III. PRINCIPLES

The deployment of MDPGA at bases made available to the US Force is governed by the following principles:

a. **Financial.** No profit, no loss (full cost recovery) is the guiding principle of this MOA except where charges are waived by the UK as a contribution to mutual defence. The tasking authority pays for staffing requirements. Further details regarding specifics can be found at Annex A

b. **Tasking and Implementing Arrangements.** MDPGA support at bases is to be task driven. The process and implementation of this principle can be found at Annex B. Local Special Security Instructions, as written by the tasking authority in consultation with the DML, will further delineate performance requirements and frequencies at each installation. In addition, the Base Commander, SF Commander, or Director of Security can call on MDPGA centrally provided services as required and these are detailed at Annex C.

c. **Logistics.** The tasking authority is responsible for funding logistical support elements required to accomplish the tasks. Further details regarding specifics can be found at Annex D.

d. **Media/Public Relations.** Public relations personnel, for the US (3 AF-UKIPA) and the UK (MDPGA Head of Corporate Communications), shall jointly agree to coordinate security-related issues, both on and off the installations that may have major bilateral implications or substantial potential for media coverage. The US and UK shall exchange all media inquiries and public relations issues associated with this MOA prior to any response.

e. **Claims.** Claims arising out of or in connection with the execution of this MOA shall be handled in the following manner: In the event a claimant shall establish that the US Force or civilian component is legally responsible for any act, omission or occurrence by the MDPGA, that claim shall be dealt with in accordance with the provisions of Article VIII, paragraph 5 of the NATO SOFA. All non-contractual claims against the MDPGA arising out of the conduct of their officers in the performance of their official duties shall be the responsibility of the MDPGA and exclusively resolved by the MOD. A claim brought by MDPGA personnel against their employer for injuries sustained in the performance of their official duties, shall be resolved by the MOD or their designated commercial claims handlers as appropriate.

f. **Complaints.** Third party complaints against security personnel for acts or omissions arising out of their performance of duty under this MOA will be referred to the relevant chain of command for investigation in accordance with the Participants' respective procedures. The Participants will keep each other informed on the progress and outcome of such complaints.

- g. **Legal.** The MOD and MDPGA are subject to UK law. Where UK law impacts on the services provided under the terms of this MOA, the MDPGA will advise the US Force of the impact and how the MDPGA service may be provided to comply with the law.



#### IV. COMMAND AND CONTROL

1. Security OPCON: Under the NATO SOFA, Article VII, the Base Commander has responsibility for the security of the base under their command. This authority includes having security OPCON over the MDPGA complement in accomplishing internal base security tasks. Security OPCON does not include command of MDP officers in exercising their constabulary powers, nor is it intended to limit MDP powers and responsibilities established under UK law.

a. In the context of this MOA, security OPCON exercised by the Base Commander is delegated down to the Security Forces (SF) Commander or Director of Security. Security OPCON allows the SF Commander or Director of Security to formulate the strategic requirements for security and to direct the MDPGA complement by providing assigned tasks. Such direction will include localized training. The SF Commander or Director of Security shall direct the installation security plan and exercise security OPCON in close coordination with the SPO to ensure daily security requirements are met.

b. Additionally, the SF Commander or Director of Security exercises their security OPCON authority by issuing tasks to be performed by MDPGA. These baseline tasks are identified in base specific Implementing Arrangements at Annex B.

2. Tactical Control (TACON): TACON focuses on how the tasks will be accomplished. The SPO has TACON over the MDPGA personnel. When there is a Senior MGS Manager assigned, the Senior MGS Manager has TACON over MGS, unless this has been delegated to the MDP SPO.

3. ADCON (Administrative control): ADCON focuses on the administrative issues that come with daily tasking, discipline issues, and administrative functions. MDPGA will maintain ADCON of all MDPGA personnel.

4. Operational Policing: The Chief Constable (CC) MDP has Operational Command (OPCOM) and policing Operational Control (OPCON) of the MDP complement in accomplishing policing tasks. CC MDP will normally delegate OPCOM and policing OPCON to the SPO.

5. Any conflict that arises regarding the command and control of MDPGA will be addressed within respective chains of command.

## V. ROLES AND RESPONSIBILITIES

### UK

#### 1. Host Nation Responsibility.

a. The responsibility for maintaining law and order and the internal security within the UK rests with respective civil authorities, normally represented by local constabularies.

b. It is therefore the responsibility of the Host Nation (HN) to provide and fund the appropriate level of external security to RAF bases made available to the US Force in the same way as support would be provided to any MOD establishment with a similar role. Specific HN responsibilities are delineated in the respective Implementing Arrangements in Armex B. In addition, the Host Nation will take into account legal and policy restrictions placed on the US Force and acknowledged sensitivities and concerns associated with conducting global operations while based in an "overseas" environment. The level of security provided will be proportionate to the threat and consistent with the MOD's security risk management policy.

2. **Directorate of Defence Security (DDefSy):** DDefSy is responsible for setting the MOD's security risk management policy, according to which the RAF will set and monitor the MOD's contribution to the HN security task. DDefSy is responsible for disseminating threat information to the RAF.

3. **RAF Principal Security Advisor (PSyA).** The RAF PSyA is the RAF's subject matter expert on security risk management, and is responsible for providing advice and guidance to the RAF chain of command on the implementation of the MOD's security risk management policy. The RAF PSyA will advise AOC DAU on security risks affecting the US Force. The RAF PSyA will provide specialist security guidance to the RAF Commanders.

#### 4. **Chief Constable, Ministry of Defence Police (CC MDP)/Chief Executive, Ministry of Defence Police and Guarding Agency (CE MDPGA):**

a. The Chief Constable/Chief Executive is the head of the MDP/MDPGA and responsible for providing policy and resources for the MDPGA. The CC MDP is independent from political and UK Governmental influence in the operational policing role. The CE MDPGA is responsible for ensuring that individual MDPGA personnel are suitably qualified and fit for the performance of their duties and carrying out tasks required.

b. The CE MDPGA will identify and provide resources matched against SF Commander/Director of Security and HN tasks for each base specific Implementing Arrangement document. The CC MDP has resources available for surge operations as listed in Armex B to this MOA.

**5. Senior Police Officer:**

- a. The SPO is the highest ranking officer of the MOP complement who is tasked in accordance with the base Implementing Arrangements and local instructions. The SPO will exercise Operational Command and Control of policing tasks on behalf of the CC MDPGA. The SPO is required to consult and advise the SF Commander/Director of Security and RAF Commander, on all matters affecting policing, relevant safety and security of the base on which they are serving.
- b. The SPO will integrate the MDPGA resources with each base's security forces to ensure a coordinated approach to security. This includes participation in a minimum of one annual joint security exercise. The SPO will keep the SF Commander/Director of Security and RAF Commander informed of all local matters of importance that arise.
- c. When the Counter Terrorist Response Level has changed, the SPO is responsible for liaising with the local HDPF and AFOSI in order to coordinate the MOP contribution to the response, and for articulating to their chain of command the need for any additional MDP resources. The SPO must also liaise with the SF Commander/Director of Security in order to coordinate any change in internal security posture.
- d. The SPO will take part in the monthly audit with the SF Commander/Director of Security to confirm that the MDPGA taskings have been performed in accordance with the Implementing Arrangement. Additionally, the SPO will take part in a similar monthly audit with the RAF Commander to confirm the host nation MDPGA taskings have been performed in accordance with the Implementing Arrangement. The monthly audits may occur together subject to local agreement with the SF Commander/Director of Security and the RAF Commander.

**6. Senior Ministry of Defence Guard Service (MGS) Officer:**

- a. The Senior MGS Officer on base is responsible for the unarmed guarding tasks identified by the SF Commander/Director of Security and has TACON of the MGS complement.
- b. The Senior MGS Officer is required to consult and advise the SF Commander/Director of Security (when delegated) on all matters affecting the security and relevant safety of the base on which they are serving.
- c. The Senior MGS Officer will integrate the MGS staff with both the MDP and US security forces to ensure a coordinated approach to base security including participation in a minimum of one annual joint security exercise. The MGS Regional Manager will be kept informed of all local matters of importance that arise. However, this should not prevent the Senior MGS Officer from informing the US SF Commander or Director of

Security and Base Commander directly of information that is of a time critical or operational nature.

d. The Senior MGS Officer will take part in the monthly audit with the SF Commander/Director of Security to confirm that the MDPGA taskings have been performed in accordance with the Implementing Arrangement.

7. RAF Commander<sup>1</sup>:

a. The RAF Commander has responsibility for ensuring that liaison takes place between HDPF, MDPGA, and US base security personnel. The RAF Commander will monitor HN tasks undertaken by the MDPGA against the outline provided in the Implementing Arrangements and local instructions and, taking into account the views of the US force, ensure it is proportionate to the threat and consistent with their security risk management practice. This includes holding a monthly audit with the SPO to address performance.

b. Where any US Force base or facility faces an external threat or disruption by criminal or protest action, the RAF Commander should liaise with the US Base Commander, SF Commander/Director of Security, and SPO. In consultation with PSyA, the RAF Commanders will brief the 3 AF-UK/SRAFLO of any security shortfalls regarding the base to include MDPGA performance of HN tasks. The RAF Commander will take operational control of any UK military augmentation force until an on-site commander allocated by HQ Air Command is in place.

US

8. US Force. Under the NATO SOFA, Article VII, the US Force stationed in the United Kingdom have the right to police the bases which they occupy and may take all appropriate measures to ensure the maintenance of order and security on such premises.

9. Third Air Force Vice Commander (3 AF/CV). As the US Force Senior Military Representative to the UK government, the Vice Commander Third Air Force has overall responsibility for the US Force security relationship with the UK government.

10. Base Commander:

a. Base Commanders have overall responsibility for the security of the base under their command and exercise OPCON over MDPGA complements (subject to the limitations in section IV para 1). Base Commanders (or delegated representative), in coordination with 3 AF/CV, may also request additional MDPGA resources through the SPO/Senior MGS Officer.

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<sup>1</sup> The RN: have specific responsibilities regarding HN tasks. Details of these can be found in DDcfSy 31\17 dated 21 July 2004 entitled Security Responsibilities at MOD Bases and Facilities Made Available to the USVF in the UK.

b. The Base Commander (or delegated representative) may vary MDPGA tasks using available resources to meet particular security and policing concerns relating to the base. Implementing Arrangements and tasks will be reviewed annually to ensure they remain current. Responsibility is normally delegated for development and oversight of the task list to the SF Commander or Director of Security.

c. The Base Commander is responsible for all costs associated with resourcing the tasks contained within the Implementing Arrangement excluding HN responsibilities. The Base Commander will fund any additional requirements over and above the HN tasks specified in the extant Implementing Arrangement.

d. The Base Commander will ensure that US security forces and MDPGA integrate their operations and conduct, as a minimum, one joint security exercise per year. The Base Commander will ensure that the MDPGA complement receive cooperation and support in carrying out their duties.

**II . SF Commander or Director of Security.** The SF Commander or Director of Security is the primary advisor to the Base Commander on security and policing tasks on the base. As delegated by the Base Commander, the SF Commander or Director of Security exercises Security OPCON over the MDPGA complement by developing and overseeing necessary security tasks. The SF Commander or Director of Security will regularly liaise with the DML and AFOSI. The SF Commander or Director of Security will ensure integration of US security and MDPGA complement operations to the maximum extent possible. The SF Commander will encourage an integrated police force to include joint exercises, joint briefings, and information sharing. The SF Commander or Director of Security will discuss with the DML to confirm that the US requested tasks have been performed in accordance with the Implementing Arrangement during the monthly audit.

**12. Air Force Office of Special Investigations (AFOSI) Commander:** The AFOSI Commander supports the Base Commander by providing services in the realm of major criminal, fraud, and counterintelligence capabilities. While the AFOSI does not fall under the control of the Base Commander, the AFOSI Commander acts as a key advisor in the areas noted above and is charged, per US regulation, with maintaining liaison with law enforcement and security elements who may interact with the US Force in these matters. In this capacity, the AFOSI will regularly coordinate with the SF Commander/Director of Security and MDPGA to exchange all relevant information concerning ongoing protest and criminal activity issues affecting US Force.

## **VI. AMENDMENT**

This MOA may be amended or supplemented at any time with the mutual consent of the Participants. Amendments and supplements must be in writing and will include the full title and date of conclusion of the arrangement being amended. This document should be reviewed jointly every two years from the date it becomes effective.

## **VII. DISPUTE SETTLEMENT**

Disputes concerning interpretation or implementation of this MOA will be resolved by discussions between the Participants at the lowest level possible. Disputes that cannot be resolved in that manner will be referred up the chain of command of both Participants. Disputes will not be referred to arbitration, litigation, or other resolution by a third party.

**VID. ENTRY INTO EFFECT, DURATION AND TERMINATION**

1. This MOA will come into effect on the date of the last signature and remain in effect until terminated. This MOA terminates the MOU between the United States European Command, represented by the Headquarters Third Air Force and the United Kingdom Ministry of Defence concerning the role and responsibilities of the Ministry of Defence Police deployed at bases occupied by the United States Forces in the United Kingdom dated 20 November 1989.

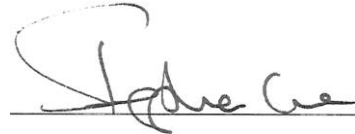
2. This MOA may be terminated immediately only if both Participants consent in writing to immediate termination. Otherwise, either Participant may terminate this MOA by giving 12 months written notice to the other Participant.

For Third Air Force on behalf of the United States Air Forces in Europe

For MDPGA on behalf of the United Kingdom Ministry of Defence



Signed by: JACK B. EGGINTON  
Major General, USAF  
Vice Commander  
Third Air Force



Signed by: STEPHEN LOVE MA FSyl  
Chief Executive and Chief Constable  
Ministry of Defence Police and  
Guarding Agency

at: Wethersfield, United Kingdom  
on: 20th May 2008

at: Wethersfield, United Kingdom  
on: 20th May 2008



## ANNEXA

### FINANCIAL PRINCIPLES, PROCESSES AND REIMBURSABLE COSTS

#### Financial Principles

1. This section outlines the principles by which the US Force financial obligations to the MDPGA is governed and the process by which costs are recovered.
2. The financial obligations of the US Force will consist of the costs incurred by the MDPGA as a result of performing the agreed tasks requested by the US Force except where charges are waived as a contribution to mutual defence. All agreed tasks will be defined within the Implementing Arrangements specific to each US Force base or facility where MDPGA are complemented. These principles adhere to UK Government Accounting policy requiring MDPGA to recover the full cost of work undertaken on behalf of non-MOD customers.
3. The respective responsibility of the US and the HN will be defined in the base Implementing Arrangements (see Annex B). The UK will have financial obligations for tasks that fall within the category of Host Nation responsibility; if the SF Commander or Director of Security requires MDPGA to undertake tasks over and above HN responsibilities, the US Force will be financially responsible for these costs.
4. Additional (temporary) tasks requested by the US Force not included within the Implementing Arrangements will require written approval from the respective SF Commander or Director of Security. Such tasks would include, but are not limited to air shows, protestor activity, public open days, etc. The cost basis for such tasks is defined within paragraph 11.
5. Where the US Force requires a change in MDPGA tasking, a request for a formal complementing review will be undertaken through Chief of Staff, MDPGA. In order for the MDPGA to comply with the terms and conditions of staff employment, a period of 12 months notice is required to bring about reductions in complements. In circumstances where the US Force is unable to provide that period of notice, the US Force will be responsible for actual and unavoidable costs incurred by the MDPGA, who will take all practicable steps to mitigate its costs. Changes to the cost charges will become effective on dates agreed by the Participants.

#### Financial Process

6. Payment will be by reimbursement based on the agreed annual cost of the service supplied against the Implementing Arrangement for each US Force base or facility. The charging process will be aligned with the US fiscal year. To facilitate US financial planning and decision making MDPGA will provide the US Force by 1 Sep yearly with a completed Appendix I to Annex A which will capture all costs. The US Force will ensure that monthly payments are made the month following the service provision.
7. The SPO and/or Senior MGS Officer must advise the SF Commander/Director of Security of the performance against the agreed tasks on a monthly basis. Where there are issues concerning

achievement against tasking or errors in billing, the US will pay the undisputed amount. The SPO or Senior MGS Officer and the SF Commander or Director of Security, in consultation with MDPGA HQ Finance, will resolve the dispute and make any further agreed payment no later than the subsequent month.

8. MDPGA will supply the US Force with the agreed annual cost of the financial obligation of the US Force and this will be billed through the submission of a monthly invoice. An explanation of costs will be made available to the US Force on request. The respective SF Commander, or Director of Security will certify services received on a monthly basis. Payment to the MDPGA will be in accordance with instructions shown on the invoice except when charges are disputed as noted in para 7 above.

9. The accounts supporting the charges imposed under this MOA will be subject to the normal audit scrutiny applied to all MOD accounts in accordance with UK standard accounting practices. Information required by the US Force for internal audit purposes will be provided by MDPGA. The MOD will provide an annual certificate to the appropriate US Accounting Office that the MDPGA accounts have been audited in accordance with UK standard accounting practice.

10. Set out below are the details of the specific costs that will be recovered as charges for the US Force requested services provided under the Implementing Arrangement subject to the conditions outlined above:

- a. Salary related costs. This will include the following costs dependent upon post, rank or grade: basic pay, Superannuation Contribution Adjusted for Past Experience (SCAPE), National Insurance Contributions (ERNIC), overtime for Public Holiday working, shift allowance, premium payments, south east allowance, housing allowance, pager allowance, MGS rostered overtime or as defined in the Implementing Arrangements, MDP competence payments, hosiery allowance, enhanced and performance pay, productivity allowance, and any other allowances as laid down within the conditions of service. Personnel will be considered on strength for periods of authorized absence.
- b. Clothing calculated on the annual replacement charge dependent on the uniformed requirement for individual posts;
- c. Costs of MDPGA provided radio communication equipment;

- d. Weapons, where supplied by MDPGA, charged on a capitation basis;
- e. Cost of ammunition used for live and training purposes based on 3 year average historic cost charged on a capitation basis;
- f. Dog charges based on a capitation rate determined by the category of dog;
- g. Agreed monthly charges of MDPGA supplied vehicles (See Annex D);
- h. Administrative overhead charge (5% of total bill) which includes the following:  
Administrative costs incurred by both MDPGA and MOD, short-term detached duty costs, permanent transfer costs for steady state, line and telephone rental costs (where not supplied by the US Force), minor IT equipment costs (where not supplied by the US Force), refresher internal training costs (e.g. firearms training), external training costs, transportation costs (Vehicle hire), advertising costs, and medical costs.
- i. Actual cost of specialist equipment over and above normal MDPGA requirements; see Annex D.
- J. Relocation costs, where incurred, for US requested complement changes.
- k. Other mutually agreed costs.

11. Set out below are the costs associated with providing additional MDPGA resources to meet tasks not defined in the Implementing Arrangement as requested by the US Force (see paragraph 4 above).

- a. Full costs of any additional MDPGA staff deployed;
- b. Full overtime costs incurred by the existing complemented MDPGA staff at the US Force base or facility;
- c. Full overtime costs of MDPGA staff that have been incurred at the parenting station in order to cover the absence of those officers deployed;
- d. Full costs of centrally provided surge capacity in support of tasks not determined as HN responsibilities after the first continuous 24 hour period;
- e. Other mutually agreed costs.

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ANNEX B

**IMPLEMENTING ARRANGEMENTS**

Implementing Arrangements will be maintained as separate documents.

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## ANNEXC

### CENTRALLY PROVIDED MDPGA RESOURCES

1. Permanent MDPGA resources for policing and security tasks are complemented to provide sufficient security measures up to and including RESPONSE LEVEL - HEIGHTENED/FPCON BRAVO. The MDPGA holds resources centrally which may be requested to reinforce or to handle special situations as they may occur.
2. MDPGA surge capacity may be deployed from the following resources:
  - a. Divisional Support Group (DSG). The DSG officers located throughout the UK provide an intelligence-led policing capability and act as the Agency surge capacity to meet exceptional demands where appropriate.
  - b. Operational Support Unit (OSU). The OSU provides an additional surge capacity as a flexible response to identified needs. It provides expertise and support to MDPGA customers in the specialist areas of Public Order, Police Search, CBRN, Working at Height, and Firearms.
3. The DML at the request of the Base Commander, SF Commander, or Director of Security will be responsible for requesting the above centrally provided resources. MDPGA additional resources will be approved and tasked based on intelligence and security priorities. Therefore, response to the US Force bases is not guaranteed. There may be a cost implication when these resources are deployed above and beyond those identified as HN responsibilities (see Annex A for details).
4. The Base Commander, SF Commander, or Director of Security can also request resources from the MDPGA Criminal Investigation Department (CID) through the DML. If supplied, the US shall incur no cost as CID is a centrally funded resource. CID units, if deployed, would work in conjunction with the appropriate SF and/or AFOSI elements engaged in the supported matter. All investigative elements of MOD and US Forces will share information to the fullest extent possible as permitted by law. These units include:
  - a. Major Incident Unit (MIU). The MIU provides a static and mobile capability to support MDPGA investigations on the MOD estate.
  - b. Computer Crime Unit. The Computer Crime Unit provides specialist support in relation to computer crime and the forensic recovery of computer based evidence.
  - c. Force Intelligence Bureau (FIB). The FIB is made up of four sections: Special Branch, Criminal Intelligence, Force Surveillance Branch and Force Counter Terrorism Security Advisor.
  - d. Fraud Squad. The Fraud Squad investigates major/serious fraud and corruption affecting MOD.

## ANNEX D

### LOGISTICS

1. This annex covers the minimal support always provided/offered by either the US Force or the MDPGA to meet those US Force tasks specified in the Implementing Arrangement.
2. MDPGA will provide and fund MDP and MGS basic training. Additionally, the MDPGA staff will have already obtained a basic background security clearance. The US Force will provide and fund any base specific orientation training required.
3. The US Force will provide, and meet the full cost of, suitable office accommodation and lockable storage for all MDPGA owned equipment as required for MDPGA operations in accordance with MOD regulations. Wherever possible the MDPGA Senior Officers should have an office for their exclusive use. MDPGA accommodation should include infrastructure in place to connect to the MDPGA network computer system. The US will provide messing facilities to MDPGA complement on the same basis as the US Force personnel. Messing facilities should be used for meals that are required incidental to service.
4. Where possible the US Force will provide and maintain fit for purpose vehicles, as defined by MDPGA in accordance with the National Policing Improvement Agency regulations, to support US taskings. The MDPGA will use fuel from the US Government fuel pumps, to the maximum extent possible, for all US-provided vehicles in support of US taskings. The MDPGA will purchase fuel for both MDPGA and USF supplied vehicles in support of UK taskings, using Agency fuel cards and recover the cost of this fuel from the UK. Additionally, the US Force will provide ancillaries necessary to fulfill US taskings which will include, but not limited to, police markings, police radios, emergency lights, and spotlights. Where the US Force are unable to supply vehicles that meet MDPGA specifications MDPGA will, within the UK financial guidelines, supply vehicles that meet these specifications and recover the cost from the US Force as outlined in Annex A Paragraph 10 sub paragraph g.
5. In the event of damage to the US Force supplied vehicles for which the MDPGA is legally responsible (i.e. accident where MDPGA personnel found to be at fault) appropriate vehicle damage claims will be levied against the MDPGA. Under both MDPGA and USAF regulations both organizations will investigate to determine fault and assess liability. In the event liability is disputed, the issue will be resolved at the lowest possible level. Damage to US Force vehicles involving MGS personnel will be addressed under provisions contained in the 1996 USAFE-MOD Employment MOA. Excluding expected wear and tear, a US Force supplied vehicle used by MDPGA will be returned in the same condition it was provided.
6. MDPGA will provide its officers with a radio system to ensure full interoperability with Home Office Police Forces and other emergency services. Where appropriate, the US Force will also provide MDPGA staff with the US Force radios to maximise the integrated security and policing concept.
7. MDPGA will provide its officers with appropriate weapons. The US Force will provide suitable armoury facilities.

8. Where the US Force tasking requires additional or specialist clothing or equipment then this will be provided, or funded, by the US Force. When provided by the US Force, it is required to be fit for purpose and meet the required UK standards before issue. This includes the periodic replacement for wear and tear and obsolescence.

9. Where MDPGA dogs are provided, the US Force will supply kennelling to the standard described within MOD regulations. The US Force will also fund other associated costs including, but not limited to, veterinary care, food etc;

ANNEX E

ACRONYMS AND DEFINITIONS

3 AF/CY – Third Air Force Vice Commander  
ACPO – Association of Chief Police Officers  
ACS – Agency Consultancy Services  
AFOSI – Air Force Office of Special Investigations  
CBRN – Chemical, Biological, Radiation, and Nuclear  
CC – Chief Constable  
CE – Chief Executive  
DDefSy – Directorate of Defence Security  
DML – Designated MDPGA Lead  
DOL – Director of Logistics  
FPCON – Force Protection Condition  
HDPF – Home Department Police Force  
HN – Host Nation  
HQ – Headquarters  
MDP – Ministry of Defence Police  
MDPGA – Ministry of Defence Police and Guarding Agency  
MGS – Ministry of Defence Guard Service  
MOD – Ministry of Defence  
MOA – Memorandum of Arrangement  
NATO – North Atlantic Treaty Organization  
RAF PPSyA – Royal Air Force Principle Security Advisor  
SOFA – Status of Forces Agreement  
SPO – Senior Police Officer  
POC – Single Point of Contact  
SRAFLO – Senior Royal Air Force Liaison Officer  
UK – United Kingdom  
US – United States  
USAF – United States Air Force

**Base:** In the context of this MOA, base refers also to establishment, facilities, installations, and premises made available to the US Force.

**Base Commander:** The person serving in the capacity as the Base Commander, Installation Commander, or Wing Commander. This is not always the senior US military commander.

**Baseline Complement:** The total number of funded manpower authorizations.

**Constabulary Powers and Privileges:** The powers and privileges of an attested police constable, above those of an ordinary citizen, exercised under statute and common law in order to maintain law and order in the UK.



**Counter-Terrorism:** All offensive measures, practices, tactics and strategies that governments, militaries and other groups adopt, in order to neutralize terrorism before and after hostile acts are carried out. Note: such measures include those counterforce activities justified for the defence of the individual, as well as containment measures implemented by military forces or civil organisations.

**Force Protection:** Actions taken to prevent or mitigate hostile action against defence personnel, (including family members), resources, facilities and critical information. These actions conserve the force's fighting potential, so it can be applied at the decisive time and place and incorporate the coordinated and synchronised offensive and defensive measures to enable the effective employment of the joint force, while degrading opportunities for the enemy.

**Guarding:** A form of security operation, where the primary task is to protect the main force by fighting to gain time, while also observing and reporting information.

**Implementing Arrangement:** A supplementary and subordinate arrangement for logistics support, supplies, or services that prescribes details, terms, and conditions to a higher-level (parent) MOA. Implementing Arrangements must be completely consistent with the parent MOA.

**Operational Control (OPCON):** The authority delegated to a commander to direct forces assigned so that the commander may accomplish specific missions or tasks which are usually limited by function, time, or location; to deploy units concerned, and to retain or assign tactical control of those units. It does not include authority to assign separate employment of components of the units concerned. Neither does it, of itself, include administrative or logistic control. (As defined by NATO).

**Operational Command:** The authority to command a police complement in order to accomplish policing tasks.

**Policing:** The regulation and control in all civilized countries to maintain order, prevent and detect crime, and enforce the law.

**Regular Complement:** Having a presence of US security forces. The complement is not determined by a set number of personnel.

**Security:** 1. The condition achieved when designated information, materiel, personnel, activities and installations are protected against espionage, sabotage, subversion and terrorism, as well as against loss or unauthorized disclosure. 2. The measures necessary to achieve protection against espionage, sabotage, subversion and terrorism, as well as against loss or unauthorized disclosure. 3. The organizations responsible for protecting against espionage, sabotage, subversion and terrorism, as well as against loss or unauthorized disclosure. (As defined by NATO)

**SF Commander/Director of Security:** The official serving in the capacity as senior security forces supervisor and/or security advisor to the Base Commander.

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**Tactical Control (TACON):** The detailed and, usually, local direction and control of movements or maneuvers necessary to accomplish missions or tasks assigned. (As defined by NATO)

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