

MEMORANDUM OF UNDERSTANDING

BETWEEN

SECRETARY OF DEFENSE ON BEHALF OF

THE DEPARTMENT OF DEFENSE OF

THE UNITED STATES OF AMERICA

AND THE

SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM

OF

GREAT BRITAIN AND NORTHERN IRELAND

CONCERNING

BALLISTIC MISSILE DEFENSE

(SHORT TITLE – U.S. DoD/U.K. MoD BMD MOU)

INTRODUCTION

The Secretary of Defense on behalf of the Department of Defense of the United States of America (U.S. DoD) and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (U.K. MoD), hereinafter referred to as the "Participants":

Recognizing that the Agreement Concerning Defence Cooperation Arrangements of 27 May 1993 between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland will apply to this MOU;

Recognizing the Agreement between the United States of America and the United Kingdom of Great Britain and Northern Ireland concerning the BMEW Station at Fylingdales Moor, Yorkshire, dated 15 February 1960, as amended;

Recognizing the Defense Equipment Co-operation 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 done on 13 December 1994;

Recognizing the Declaration of Principles for Defense Equipment and Industrial Cooperation between the Department of Defense of the United States of America and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland signed on 5 February 2000;

Recognizing the General Security of Information Agreement between the United Kingdom of Great Britain and Northern Ireland and the United States of America, of 14 April 1961, as amended, and its Implementing Arrangement of 27 January 2003;

Recognizing the Governments of the Participants have entered into 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 Relating to the Principles Governing Cooperation in Research and Development, Production, Procurement and Logistic Support of Defence Equipment of 13 December 1994, or any successor thereto;

Recognizing the NATO Agreement on the Communication of Technical Information for Defence Purposes done at Brussels on 19 October 1970 and its Implementing Procedures of 1 January 1971;

Recognizing the extensive nature of the changes in the United States of America's Ballistic Missile Defense Program since the entry into effect on 6 December 1985 of 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 Relating To Cooperative Research for the Strategic Defense Initiative;

Having a common interest in defense;

Recognizing the dangers resulting from the proliferation of weapons of mass destruction and ballistic missile delivery systems;

Recognizing the U.S. Government's decision to develop and deploy a set of missile defense capabilities;

Having a mutual need to examine options for defenses against ballistic missiles;

Recognizing that such cooperation should proceed with the understanding that security of the Participants will be enhanced; and

Recognizing the substantial technical contributions resulting from past and ongoing cooperation and the benefits of future cooperation in ballistic missile defense;

Have reached the following understandings:

**SECTION I
PURPOSE AND SCOPE**

The United States (U.S.) plans to begin deployment of a set of missile defense capabilities in 2004 as part of the U.S. Ballistic Missile Defense System ("U.S. BMDS"). The U.S. BMDS is defined as those U.S. capabilities for defense against ballistic missiles of all ranges in all phases of their flight for the protection of its territory, friends and allies, and deployed forces. These capabilities will serve as a starting point for fielding improved and expanded missile defense capabilities later. The U.S. BMDS Program is the program to develop and deploy the U.S. BMDS. The United Kingdom (U.K.) government supports these U.S. efforts and has welcomed assurances that the U.S. is prepared to extend coverage and make missile defense capabilities available to the U.K. as the evolution of the U.S. BMDS permits, should the U.K. desire and subject to determination of political and financial arrangements.

A key contribution to this U.S. DoD deployment is U.K. MoD support through an upgrade of the Early Warning Radar ("EWR") at Royal Air Force ("RAF") Fylingdales. The U.K. Government has consented to the upgrading of the RAF Fylingdales EWR for missile defense purposes, subject to the satisfaction of local planning requirements. The U.K. has also welcomed the U.S. proposal of closer technical cooperation in other areas of missile defense and this Memorandum of Understanding (MOU) will provide a framework for the closest possible involvement and provide insight to the U.K., both government and industry, into the U.S. BMDS Program to the mutual benefit of the Participants. Cognizant of other arrangements, most notably the Defense Equipment Cooperation 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 done on 13 December 1994 and the Declaration of Principles for Defense Equipment and Industrial Cooperation between the Department of Defense of the United States of America and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland signed on 5 February 2000, this MOU will also facilitate fair opportunities for U.K. and U.S. industries to participate in the U.S. BMDS Program.

The purpose of this MOU is to establish and define a framework under which specific activities, set out in Annexes to this MOU, can be mutually approved to facilitate U.K. contributions to the U.S. BMDS Program (including the upgrade of the Fylingdales radar and collaboration in Research, Development, Testing and Evaluation (RDT&E) activities) and to provide insight to the U.K. into the U.S. BMDS Program. This will allow informed decisions to be made regarding any further participation by the U.K. in the U.S. BMDS Program, including the development and analysis of options for extending the U.S. BMDS to make missile defense capabilities available to the U.K., and

options for Command and Control, Battle Management and Communications (C2BMC) capabilities.

The scope of this framework MOU encompasses the exchange of information, regardless of type or form, relating to the U.S. BMDS Program and necessary to fulfill the purpose of this MOU and the establishment of Annexes to this MOU. Such Annexes will include the upgrade of the EWR at RAF Fylingdales and a joint technical program of cooperative RDT&E and other activities relating to the U.S. BMDS Program.

Each Annex will include specific provisions concerning the objectives, scope of work, sharing of tasks, management structure, financial arrangements, disclosure and use of information, third party transfers; and, where required, provisions concerning contractual and personnel arrangements, security classification and other provisions as required.

This framework MOU provides no authority for placing contracts in connection with any cooperative activities under this MOU. Such authority will be derived specifically from any Annexes to this framework MOU that may be concluded separately by the Participants. No requirement will be imposed by any Participant for work sharing or other industrial or commercial compensation in connection with this MOU.

SECTION II MANAGEMENT

The Director, Missile Defense Agency (MDA), U.S. DoD is solely responsible for managing the cost, schedule, performance, and technical aspects of the U.S. BMDS Program.

An Executive Steering Committee (ESC) will be established to oversee all interfaces and collaborative efforts under this MOU. The ESC will be jointly chaired by Director, Missile Defense Agency and the Chief Scientific Adviser of the U.K. Ministry of Defence, or their designees. Decisions of the ESC will be made by consensus. The ESC will meet at least semi-annually, but may be convened at the request of one of the Participants. All cooperative activities detailed in this MOU pursuant to the U.S. BMDS Program that involve U.K. financial and non-financial contributions will be managed by the ESC in accordance with this MOU.

In exercising direction and oversight of all activities under this MOU, the ESC is responsible for identifying mutually beneficial cooperative activities; authorizing exchanges of information; approving security procedures and financial management procedures; reviewing and approving third party transfers; reviewing and approving plans for work; and concluding Annexes under this framework MOU. The ESC will resolve issues affecting both Participants that arise during execution of any of the activities detailed in this MOU that are not resolved at lower levels.

The U.K. Missile Defence Centre (MDC) is the primary interface between U.K. Government and the MDA and will operate to an agenda approved by the ESC. Together, the MDC and MDA will manage all missile defense related efforts under this MOU, including: potential U.K. contributions to the U.S. BMDS Program; current and future joint work programs, including activities initiated under the SDI MOU, research, testing and procurement; developer-warfighter interfaces and collaboration; personnel assignments between MDA and MDC under this MOU; and missile defense intelligence relations. Industry – to – industry interaction will also be encouraged and facilitated via the MDA/MDC interface.

The Participants will appoint program personnel to fill specific positions pursuant to Annexes to this framework MOU.

**SECTION III
FINANCIAL PROVISIONS**

Each Participant will contribute its equitable share of the full financial and non-financial costs, and will share equitably the benefits, across all activity conducted under this MOU. The Participants will bear entirely the costs associated with any unique national requirements that they identify to satisfy their own needs. They will also pay costs associated with national representation at meetings. A Participant will promptly notify the other Participant if available funds are not adequate to fulfill its responsibilities under this MOU. In such instances, the Participants will immediately consult with a view toward continuation on a changed or reduced basis.

SECTION IV DISCLOSURE AND USE OF INFORMATION

Both Participants recognize that successful cooperation depends on full and prompt exchange of information. MDA and MDC will control all government to government and government to industry information exchanged under this MOU. Both Participants will provide sufficient insight into arrangements that ensure shared information is protected. Access to information will be commensurate with present and anticipated wider contributions of the U.K. to the U.S. BMDS.

Except as provided for below, information may be exchanged pursuant to this framework MOU, and a Participant (including its contractor support personnel, who are individuals whose services are provided, under contract, by non-governmental sources to support the Participant's government officials directly by providing scientific, engineering, or technical advice and assistance) may use the information exchanged under this framework MOU solely for information and evaluation purposes as set out in Section I (Purpose And Scope).

Information will not be used by the receiving Participant for any purpose other than the purpose for which it was furnished without the specific prior written consent of the furnishing Participant, specifying the authorized use of the information. The receiving Participant will not disclose information exchanged under this MOU to contractors or any other persons, other than its contractor support personnel, without the specific prior written consent of the furnishing Participant. Information that is exchanged under this MOU will only be disclosed to third parties by the receiving Participant in accordance with Section VIII (Third Party Transfers). For purposes of this MOU, a "third party" is a government other than the government of a Participant and any person or other entity whose government is not the government of a Participant.

Notwithstanding any other provision in this section, information will be exchanged only where it may be done without incurring liability to holders of proprietary rights and where disclosure is consistent with national disclosure policies and regulations of the furnishing Participant. The Participants will use their best efforts to facilitate disclosure of information under this MOU within national disclosure policies. Any specific disclosure limitations will be described in the Annexes to this framework MOU.

No transfer of ownership of information will take place under this MOU. Information will remain the property of the originating Participant or its contractors.

The Participants will specify in each Annex to this framework MOU provisions concerning the types of information that may be exchanged under that Annex and the permissible uses of such information.

All unclassified information subject to proprietary interests will be identified and marked, and it will be handled in accordance with Section V (Controlled Unclassified Information). All classified information subject to proprietary rights will be so identified and marked and it will also be handled in accordance with Section VII (Security).

The provisions of the NATO Agreement on the Communication of Technical Information for Defense Purposes of 19th October 1970 and its Implementing Procedures of 1st January 1971, will apply to proprietary information related to this MOU.

**SECTION V
CONTROLLED UNCLASSIFIED INFORMATION**

Except as otherwise provided in this MOU or authorized in writing by the originating Participant, controlled unclassified information (which is unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations, and is appropriately marked to identify its "in confidence" nature) received under this MOU will be controlled as follows:

Such information will be used only for the purposes authorized for use of information as specified in Section IV (Disclosure and Use of Information);

Access to such information will be limited to personnel whose access is necessary for the above permitted use, and will be subject to the provisions of Section VIII (Third Party Transfers);

Each Participant will take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in the preceding paragraph, unless the originating Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the information may have to be further disclosed under any legislative provision, immediate notification will be given to the originating Participant.

To assist in providing the appropriate controls, the originating Participant will ensure that information is appropriately marked to indicate its "in confidence" nature. The Participants will decide in advance and in writing on the markings to be placed on controlled unclassified information. Controlled unclassified information received under this MOU will be handled in a manner that ensures control as provided for above.

Prior to authorizing the release of controlled unclassified information to contractors the Participants will ensure that the contractors are legally bound to control such information in accordance with the provisions of this Section.

**SECTION VI
VISITS TO ESTABLISHMENTS**

Each Participant will permit visits to its establishments by personnel (including non-government personnel) of the other Participant, provided that the visit is authorized by both Participants and visiting personnel have appropriate security clearances and a need-to-know.

All such visiting personnel will be required to comply with security regulations of the host Participant. Any information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this MOU.

Requests for visits by personnel of one Participant to establishments of the other Participant will be coordinated through established channels, and will conform with the recognized visit procedures of the host country and cite this MOU. Lists of personnel of each Participant required to visit on a continuing basis will be submitted through official channels in accordance with recurring international visit procedures.

**SECTION VII
SECURITY**

All classified information or material received under this MOU will be stored, handled, transmitted, and safeguarded in accordance with the General Security of Information Agreement between the United States of America and the United Kingdom of Great Britain and Northern Ireland, of 14 April 1961, as amended, and its Implementing Arrangement of 27 January 2003.

Classified information and material will be transferred only through official government-to-government channels or through channels approved by the Designated Security Authorities (DSAs) of the Participants. 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.

Each Participant will take all lawful steps available to it to ensure that information received under this MOU is protected from further disclosure, unless the other Participant consents to such disclosure. Accordingly, each Participant will ensure that:

Except as authorized under this MOU, the recipient 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 in accordance with the procedures set forth in Section VIII (Third Party Transfers);

The recipient will not use the classified information for other than the purposes provided for in this MOU;

The recipient will comply with any distribution and access restrictions on information that is provided under this MOU.

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

For any facility wherein classified information or material is to be used, the responsible Participant will approve the appointment of a person or persons of sufficient rank to exercise effectively the 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 the requisite need-to-know.

Each Participant will ensure that access to the classified information is limited to those persons who possess requisite security clearances and have a specific need for access to the information.

Classified information may be exchanged in accordance with this MOU up to the TOP SECRET level. The existence of this framework MOU is UNCLASSIFIED and the contents are FOR OFFICIAL USE ONLY.

**SECTION VIII
THIRD PARTY TRANSFERS**

A Participant will not sell, transfer title to, transfer possession of, or otherwise disclose information exchanged but not generated under this MOU to any third party (a "third party" is a government other than the government of a Participant and any person or other entity whose government is not the government of a Participant) without the prior written consent of the Participant which provided such information. The providing Participant will be solely responsible for authorizing any transfers and, as applicable, specifying the method and conditions for implementing any transfers.

The Participants will not sell, transfer title to, transfer possession of or otherwise disclose information generated under this framework MOU, exclusive of its Annexes or other related instruments, to a third party without the prior written consent of the other Participant. In the event of such a transfer, the transferring Participant will be required to obtain written assurances from the third party not to transfer or permit retransfer of any of the information provided, and will use such information only for the purposes for which it was provided.

The Participants will establish specific provisions in each Annex to this framework MOU governing such transfers, which may take precedence over this section of the framework MOU. Those provisions will take into account the extent of financial or other contributions of each Participant and the potential impact on the U.S. BMDS Program.

**SECTION IX
LIABILITY AND CLAIMS**

All liability and claims arising under or pertaining to this MOU will be governed by the Agreement Concerning Defence Cooperation Arrangements of May 27, 1993 between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland. Costs will be shared in accordance with the proportions stated in the individual Annexes under this framework MOU.

**SECTION X
CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES**

Customs duties, import and export taxes, and similar charges will be administered in accordance with each Participant's respective laws and regulations. Insofar as existing national laws and regulations permit, the Participants will endeavor to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under this MOU.

Each Participant will use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work. If any such duties, taxes, or similar charges are levied, the Participant in whose country they are levied will bear such costs.

The U.K. Participant will settle customs duties and comparable levies due to the European Community (EC) in respect of parts, components and equipment needed for work carried out under this MOU. To this end, parts of the components of equipment coming from outside the EC will proceed to their final destination accompanied by the relevant customs document enabling settlement of duties to take place. The duties will be levied as a cost over and above the U.K. Participant's shared costs. Responsibility for any end use monitoring of non-EC equipment to enable duty waiver to be claimed will reside with the competent authority or their designated agent within the government of the U.K. Participant.

**SECTION XI
SETTLEMENT OF DISPUTES**

Disputes between the Participants arising under or relating to this MCU will be resolved only by consultations between Participants, and not be referred to any individual, any national court or any international tribunal or any other forum for resolution or settlement.

SECTION XII GENERAL PROVISIONS

All activities of the Participants under this MOU will be carried out in accordance with their national laws and their interpretation of their international responsibilities. Such activities will be subject to the availability of appropriated funds. In the case of difference regarding the provisions, or their application or interpretation, between this framework MOU and its Annexes, except as expressly specified in an Annex, the framework MOU will govern.

Except as otherwise provided, this MOU may be amended by the written consent of the Participants.

The MOU may be terminated at any time by the mutual written consent of both Participants. In that event, the ESC will consult prior to the date of termination to ensure termination on the most economic and equitable terms, subject to the provisions of this MOU.

A Participant may terminate this MOU upon 180 days written notification to the other Participant. Such notification will be the subject of immediate consultation by the ESC to decide upon the appropriate course of action to conclude the MOU. The terminating Participant will minimize the impact upon the other Participant by continuing its Participation, financial or otherwise, to the effective date of termination. In any case, the cost to the terminating Participant will not exceed its total financial commitment for jointly approved activities, taking into account the amounts already contributed by the terminating Participant.

This framework MOU constitutes notice that the Participants are terminating 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 Relating to Cooperative Research for the Strategic Defense Initiative, of December 6, 1985 (hereafter referred to as the "SDI MOU"), and its U.S./U.K. SDI Administrative Arrangements of February 17, 1986, pursuant to the terms of Section 12 of the SDI MOU. The termination will be effective upon the signing of a Research, Development, Testing & Evaluation Annex to this framework MOU or three months after this framework MOU enters into effect, whichever is the later in time. The details for continuation of work that is ongoing at the time this framework MOU enters into effect will be determined in separate arrangements. The ESC may determine to delay the termination of the SDI MOU in the interest of completion of projects initiated under the terms of the SDI MOU, but in no case will termination of the SDI MOU be delayed beyond March 31, 2005.

The rights and responsibilities of the Participants regarding disclosure and use of information, controlled unclassified information, security, third party transfers, and settlement of disputes and liabilities and claims set forth in this MOU will continue notwithstanding the termination of, withdrawal from or expiration of this MOU or any of its Annexes or other instruments.

This MOU, which consists of this framework MOU (of twelve (12) Sections and one (1) Attachment) and its Annexes, which are an integral part thereof, will enter into effect from the date of the signature of both Participants and remain in effect for twenty-five (25) years. The Participants will consult no later than five (5) years prior to the expiration of this MOU to decide whether or not to extend its duration. This MOU may be extended by mutual written consent of the Participants. This MOU does not preclude entering into any other arrangement in the area of missile defense cooperation.

The foregoing represents the understandings reached between the Secretary of Defense for the Department of Defense of the United States of America and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland upon the matters referred to therein.

Signed in duplicate in the English language in Brussels this 12th day of June, 2003.



SECRETARY OF DEFENSE ON
BEHALF OF THE DEPARTMENT OF
DEFENSE OF THE UNITED STATES
OF AMERICA



SECRETARY OF STATE FOR
DEFENCE OF THE UNITED
KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND

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ATTACHMENT A

PARTICIPATING PERSONNEL

TO

THE MEMORANDUM OF UNDERSTANDING

BETWEEN

SECRETARY OF DEFENSE ON BEHALF OF

THE DEPARTMENT OF DEFENSE OF

THE UNITED STATES OF AMERICA

AND THE

SECRETARY OF STATE FOR DEFENCE

OF THE UNITED KINGDOM

OF GREAT BRITAIN AND NORTHERN IRELAND

CONCERNING

BALLISTIC MISSILE DEFENSE

(SHORT TITLE – U.K./U.S. BMD MOU PP ATTACHMENT)

PARTICIPATING PERSONNEL

Purpose and Scope.

This Attachment to the U.S./U.K. BMD MOU establishes the provisions that will govern the responsibilities of the Participants in hosting U.K. MoD or U.S. DoD Participating Personnel (PP) and their conduct. During the term of the MOU, each Participant will be permitted to assign its military members or civilian employees to the Project Offices or other field activities of the other Participant in accordance with this MOU. PP must be able to perform all the functions of the positions assigned to them under this Attachment. Commencement of assignments will be subject to the satisfaction of any requirements that may be imposed by the host Participant or its government regarding acceptance of PP, such as, but not limited to, visas and visit request documentation.

PP will be assigned for work under this MOU (including work at U.S. or U.K. contractor facilities) and will report to a designated supervisor regarding that work. The designated supervisor will be responsible for providing a written description of the duties and responsibilities of each PP position. Due to the political sensitivities of BMD issues, the ESC will approve in advance of any PP assignment position descriptions, tour lengths and required levels of security classification. PP will not act as liaison officers for their parent Participant or government. However, such personnel may act from time to time on behalf of their ESC chair, if the ESC so authorizes in writing.

PP will not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the host government.

Security.

The U.S. DoD and U.K. MoD ESC representatives will establish the maximum level of security clearance required, if any, to permit PP to have access to classified information and material, and facilities in which classified information and material is used. Access to classified information and material and facilities in which classified information and material are used will be consistent with, and limited by, Section I (Purpose and Scope) and Section IV (Disclosure and Use of Information) of this framework MOU and the corresponding provisions of relevant Annexes and Project Arrangements, and will be kept to the minimum consistent with that required to accomplish the work assignments.

The parent Participant will file visit requests for the PP through prescribed channels in compliance with the host Participant's procedures. The Participants will cause security assurances to be filed, through their respective embassies, specifying the security clearances for the PP being assigned. The security assurances will be prepared and forwarded through prescribed channels in compliance with established procedures of the host Participant.

The Participants will ensure that both U.K. MoD and U.S. DoD PP are made aware of, and required to comply with, applicable laws and regulations pertaining to controlled unclassified information, classified information and material, and security, as well as the requirements of Section IV (Disclosure and Use of Information), Section V (Controlled Unclassified Information), and Section VII (Security) of this framework MOU, and the corresponding provisions of its applicable Annexes and Project Arrangements. Prior to commencing assigned duties, PP will, if required by the host government's laws, regulations, policies, or procedures, sign a certification concerning the provisions and responsibilities of PP.

PP will at all times be required to comply with the security and export laws, regulations, and procedures of the host government. Any violation of security or export procedures by PP during their assignment will be reported to their parent Participant for appropriate action. PP committing willful violations of security or export laws, regulations, or procedures during their assignments will be withdrawn from the work under this MOU with a view toward appropriate administrative or disciplinary action by their parent Participant.

All classified information and material made available to PP will be considered as classified information furnished to the parent Participant and will be subject to all of the provisions and safeguards provided for in this framework MOU and applicable Annexes.

PP will not have personal custody of classified information or material, or controlled unclassified information, in tangible form (for example, documents or electronic files) unless approved by the host Participant and as authorized by the parent Participant. They will be granted access to such information and material during normal duty hours when access is necessary to perform their assigned work. They may not have unsupervised access to classified libraries or operating centers, or to document catalogues, unless the information therein is releasable to the public.

PP will not serve as a conduit between the Participants for requests for and/or transmission of classified information or controlled unclassified information unless specifically authorized to do so by the ESC.

Administrative Matters.

The provisions of the NATO Status of Forces Agreement regarding the rights of the sending Participant's military personnel and civilian employees and their respective dependents will apply to PP. In the event that provisions of the NATO SOFA are inconsistent with provisions of this Attachment, the provisions of NATO SOFA take precedence.

Consistent with host government's laws and regulations, and subject to applicable multilateral and bilateral treaties, understandings and arrangements, PP will be subject to the same restrictions, provisions, and privileges as host Participant personnel of comparable rank and in comparable assignments.

Upon or shortly after arrival, PP will be informed by the host Participant about applicable laws, orders, regulations, and customs and the need to comply with them. PP will also be provided briefings arranged by the host Participant regarding applicable entitlements, privileges, and responsibilities such as:

Any medical or dental care that may be provided to PP and their dependents;

Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for PP and their dependents, subject to applicable laws and regulations.

The PP, and those dependents accompanying them, must obtain motor vehicle liability insurance coverage in accordance with laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by PP and their dependents, the recourse will be against such insurance.

The host Participant will establish standard operating procedures for PP in the following areas:

Working hours, including holiday schedules;

Leave authorization, consistent to the extent possible with the military or civilian personnel regulations and practices of both Participants;

Dress regulations, consistent to the extent possible with the military or civilian personnel regulations and practices of both Participants;

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Performance evaluations, recognizing that such evaluations must be rendered in accordance with the parent Participant's military or civilian personnel regulations and practices.

PP committing an offense under the laws of the government of either Participant may be withdrawn from work under this MOU with a view toward further administrative or disciplinary action by the parent Participant. Disciplinary action, however, will not be taken by the host Participant against PP from the providing Participant, nor will PP exercise disciplinary authority over host Participant personnel. In accordance with the host government's laws, regulations, and procedures, the host Participant will assist the providing Participant in carrying out investigations of offenses involving PP.

The host Participant will be responsible for the following:

Travel and subsistence costs in connection with the performance of any duty carried out at the request of the host Participant, other than as provided for below;

Costs incurred as a result of a change in location of work ordered by the host Participant during the period of assignment.

The parent Participant will be responsible for all other costs and expenses of assigned PP, including, but not limited to:

All pay and allowances;

Travel to and from the country of the host Participant, except as specified above;

All temporary duty costs, including travel costs, when such duty is carried out at the request of the parent Participant;

The movement of dependents and the household effects of PP;

Preparation and shipment of remains and funeral expenses in the event of the death of PP or their dependents;

All expenses in connection with the return of PP, along with their dependents, when an assignment has been terminated.