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MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMANDER, UNITED STATES STRATEGIC COMMAND
AND
THE AUSTRALIAN DEFENCE FORCE
REGARDING
ASSIGNMENT OF
LIAISON OFFICERS
TO HEADQUARTERS, UNITED STATES STRATEGIC
COMMAND

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TABLE OF CONTENTS

INTRODUCTION 3

SECTION I
DEFINITIONS..... 3

SECTION II
SCOPE..... 4

SECTION III
DUTIES AND ACTIVITIES..... 5

SECTION IV
FINANCIAL ARRANGEMENTS..... 6

SECTION V
SECURITY..... 7

SECTION VI
TECHNICAL AND ADMINISTRATIVE MATTERS..... 8

SECTION VII
DISCIPLINE AND REMOVAL..... 10

SECTION VIII
CLAIMS..... 10

SECTION IX
SETTLEMENT OF DISPUTES..... 11

SECTION X
ENTRY INTO FORCE, AMENDMENT, DURATION AND
TERMINATION..... 11

ANNEX A: SAMPLE CERTIFICATION TO BE SIGNED BY FOREIGN LIAISON
OFFICERS..... 13

UNCLASSIFIED

INTRODUCTION

Commander, United States Strategic Command and Chief Australian Defence Force (each referred to herein individually as a "Participant" and together as the "Participants"), recognizing that the Exchange of Notes constituting an Agreement between the Government of the United States of America and the Government of Australia concerning Certain Mutual Defence Commitments done on 1 December 1995 (Chapeau Agreement) and the Agreement between the Government of Australia and the Government of the United States of America concerning Security Measures for the Protection of Classified Information (GSOIA), that entered into force on 7 November 2002 apply to this Memorandum of Understanding (the "Arrangement"), desiring to establish formal liaisons between the Participants in connection with information operations and missile defense, hereby mutually determine the following terms and conditions regarding the assignment of Australian defense personnel to serve as Australian Liaison Officers to Headquarters, United States Strategic Command, Offutt Air Force Base, Omaha, Nebraska.

SECTION I DEFINITIONS

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

1.1 "Classified Information" is defined as information that is generated by or for the Government of the United States of America or the Government of Australia or that is under the jurisdiction or control of one of them, and which requires protection in the interests of national security of that government and that is so designated by the assignment of a national security classification by that government. The information may be oral, visual, electronic, or documentary form, or in the form of material including, equipment or technology.

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

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

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

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

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

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

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

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

SECTION II SCOPE

2.1 During the term of this Arrangement, subject to the mutual determination of the Participants, the Australian Defence Force may assign a military member or civilian employee of its armed forces to serve as a Liaison Officer to the other Participant in accordance with the terms of this Arrangement.

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

2.3 Commencement of such an assignment will be subject to any requirements that may be imposed by the Host Participant or its government regarding formal certification or approval of Liaison Officers. Liaison Officers to be assigned by their Parent Participant to locations in the United States will be requested pursuant to the IVP, as defined in Paragraph 1.6 of this Arrangement.

2.4 Unless otherwise mutually determined, the normal tour of duty for a Liaison Officer will be thirty-six months.

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SECTION III DUTIES AND ACTIVITIES

- 3.1 The Liaison Officer will represent the Parent Participant to the Host Participant. The Liaison Officer will not perform duties reserved by the laws or regulations of the Host Government to officers or employees of the Host Government, nor will the Liaison Officer provide any labor or services to the Host Government or any of its agencies, including the Host Participant.
- 3.2 The Liaison Officer will be required to comply with all applicable Host Government policies, procedures, laws and regulations. The Host Participant will assign a Contact Officer to provide guidance to the Liaison Officer concerning policies, procedures, laws and regulations of the Host Government, and to arrange for activities consistent with such requirements and the purposes of this Arrangement.
- 3.3 The Liaison Officer will be given access to Host Participant facilities at the discretion of the Host Government and to the extent necessary to fulfill the Liaison Officer's function hereunder. Should the Parent Government desire that the Liaison Officer have access to other facilities, the Parent Government may submit a request through the IVP.
- 3.4 The Liaison Officer will be granted access to technical data or other information of the Host Participant, whether or not classified, at the discretion of the Host Government and to the extent necessary to fulfill the Liaison Officer's functions hereunder.
- 3.5 All information to which the Liaison Officer is granted access while serving as a liaison to the Host Participant will be treated as information provided to the Parent Government, in confidence, and will not be further released or disclosed by the Liaison Officer to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the Liaison Officer will not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in SECTION II.
- 3.6 The Liaison Officer will not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so by both the Host and Parent Participants.
- 3.7 The Host Participant will not place or keep a Liaison Officer in duty assignments in which direct hostilities with forces of third states are likely to occur or have commenced, unless approved by the Parent Participant and Host Participant, in writing.
- 3.8 The Liaison Officer will be required to comply with the dress regulations of the Parent Participant but, if requested by the Host Participant, will also wear such identification necessary to identify the Liaison Officer's nationality, rank and status as a Liaison Officer. The order of

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dress for any occasion will be that which most closely conforms to the order of dress for the particular organization of the Host Participant where the Liaison Officer is located. The Liaison Officer will be required to comply with the practices of the Host Participant with respect to the wearing of civilian clothing.

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

3.10 At the end of the Liaison Officer's tour, or as otherwise mutually determined by the Participants, the Parent Participant may replace the Liaison Officer with another individual who meets the requirements of this Arrangement.

SECTION IV FINANCIAL ARRANGEMENTS

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

4.1.1 All pay and allowances of the Liaison Officer;

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

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

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

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

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

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

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

4.2 The Host Participant may provide such office facilities, information technology equipment or other equipment, supplies and services as may be necessary for the Liaison Officer to fulfill the purposes of this Arrangement subject to the reimbursement by the Parent Participant for the cost of the Liaison Officer's use of such facilities at rates determined by the Host Participant and consented to in writing by the Parent Participant prior to each Liaison Officer assuming his or her duties. Where the United States is the Host Participant, reimbursement for such facilities, equipment, supplies, and services will be made through Foreign Military Sales (FMS).

4.3 The assignment of the Liaison Officer pursuant to this Arrangement will be subject to the Parent Participant's authorization and availability of Parent Participant's funds for such purposes.

SECTION V SECURITY

5.1 The Host Participant will establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or Controlled Unclassified Information to the Liaison Officer will be permitted. The Host Participant will inform the Parent Participant of the level of security clearance required to permit the Liaison Officer access to such information. The Liaison Officer's access to such information and facilities will be consistent with, and limited by the terms of his/her assignment, the provisions of this Section and any other agreement between the Participants or their governments concerning access to such information and facilities. Further, access will at all times be limited to the minimum required to accomplish the purposes of this Arrangement, and, at its discretion, the Host Participant may prohibit the Liaison Officer's right of access to any Host Participant facility or require that such access be supervised by Host Participant personnel.

5.2 Security assurances will be filed, through the Australian Embassy in Washington, D.C. stating the security clearances for the Liaison Officer being assigned. The security assurances will be prepared and forwarded through the IVP, as defined in paragraph 1.6 of this Arrangement.

5.3 The Parent Participant will ensure that each assigned Liaison Officer is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), Classified Information and Controlled Unclassified Information disclosed to the Liaison Officer. This responsibility will apply both during and after termination of an assignment as a Liaison Officer. Prior to taking up duties as a Liaison Officer, the Liaison Officer will be required to sign the certification at Annex A. Only individuals who execute the certification will be permitted to serve as Liaison Officers with the Headquarters, United States Strategic Command.

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5.4 The Parent Participant will ensure that the Liaison Officer, at all times, complies with the security laws, regulations and procedures of the Host Government. Any violation of security procedures by a Liaison Officer during his or her assignment will be reported to the Parent Participant for appropriate action. Upon request by the Host Participant, the Parent Participant will remove any Liaison Officer who violates security laws, regulations, or procedures during his or her assignment.

5.5 All Classified Information made available to the Liaison Officer will be considered to be Classified Information furnished to the Parent Participant, and shall be subject to all the provisions and safeguards provided for under the Agreement between the Government of Australia and the Government of the United States of America concerning Security Measures for the Protection of Classified Information (GSOIA), that entered into force on 7 November 2002.

5.6 The Liaison Officer may take custody of Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files), as permitted by the terms of the Host Participant certification. Additionally, custody of Classified Information may be permitted for the following situations:

5.6.1 Day to day duties. The Liaison Officer may take view, use or read Classified Information or Controlled Unclassified Information to perform his or her Liaison Officer functions, when authorized by the Host Participant certification for the Liaison Officer. The Classified Information or Controlled Unclassified Information will be treated in compliance with Host Participant requirements.

5.6.2 Couriers. The Liaison Officer may take custody of Classified Information to perform courier functions, when authorized by the Host Participant certification for the Liaison Officer. The Classified Information will be packaged and receipted for in compliance with Host Participant requirements.

5.6.3 On-Site Storage. The Liaison Officer may be furnished a secure container for the temporary storage of Classified Information, consistent with the terms of the certification, provided the security responsibility for the container and control of the container and its contents remains with the Host Participant.

SECTION VI TECHNICAL AND ADMINISTRATIVE MATTERS

6.1 The Host Participant's certification or approval of an individual as a Liaison Officer will not bestow diplomatic or other special privileges on that individual.

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

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

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

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

6.6 The Liaison Officer and his/her dependents may be accorded the use of military commissaries, exchanges, theaters and similar morale and welfare activities, in accordance with the laws, regulations, and policies of the Host Participant and applicable international agreements or arrangements between the Participants.

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

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

6.9 The Parent Participant will ensure that the Liaison Officer and those dependents accompanying the Liaison Officer in the country of the Host Participant will obtain motor vehicle liability insurance coverage for their private motor vehicles, in accordance with applicable laws,

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regulations and policies of the Host Government, or the political subdivisions of the country of the Host Participant in which the Liaison Officer and his/her dependents are located.

SECTION VII DISCIPLINE AND REMOVAL

7.1 Except as provided in Section 7.2, neither the Host Participant nor the armed forces of the Host Government may take disciplinary action against a Liaison Officer who commits an offense under the military laws or regulations of the Host Participant, nor will the Host Participant exercise disciplinary powers over the Liaison Officer's dependents. The Parent Participant, however, will take such administrative or disciplinary action against the Liaison Officer as may be appropriate under the circumstances, to ensure compliance with this Arrangement, and the Participants will cooperate in the investigation of any offenses under the laws or regulations of either Participant.

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

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

SECTION VIII CLAIMS

8.1 Claims arising under this Arrangement will be dealt with in accordance with paragraph 1 of the Chapeau Agreement. The Participants will share any costs required to be shared under subparagraph 1(b)(ii) of the Chapeau Agreement on the following basis:

8.1.1 Where responsibility for the damage, injury or death can be specifically attributed to one Participant, the cost of handling and settling the claim will be the sole responsibility of that Participant;

8.1.2 Where both Participants are responsible for the damage injury or death, the costs of handling and settling the claim will be apportioned between the Participants based on their degree of responsibility for the damage, injury or death; and

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8.1.3 Where it is not possible to attribute responsibility for damage, injury or death, the costs of handling and settling the claim will be distributed equally between the Participants.

8.2 Claims arising under a contract will be resolved in accordance with the contract. Unless otherwise mutually determined by the Participants, the costs of claims arising as a consequence of a contract awarded pursuant to this Arrangement will be the sole responsibility of the Participant, which is the party to the contract.

SECTION IX SETTLEMENT OF DISPUTES

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

SECTION X ENTRY INTO EFFECT, AMENDMENT, DURATION AND TERMINATION

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

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

10.3 This Arrangement may be amended by the mutual written consent of the Participants.

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

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

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

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

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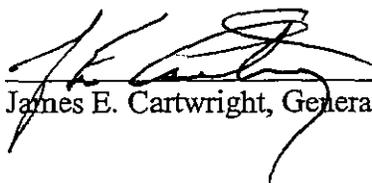
10.8 No later than the effective date of expiration or termination of this Arrangement, each Participant will remove its Liaison Officer(s) and such Liaison Officer's(s) dependents from the territory of the other Participant and pay any money owed to the other Participant under this Arrangement. Any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

10.9 This Arrangement will come into effect upon signature by both Participants. This will supercede all previous arrangements on Liaison Officers between the Participants, will remain in force for nine (9) years, and may be extended by written consent of the Participants.

10.10 This Arrangement consists of ten (10) sections and an Annex.

DONE, in duplicate, in the English language.

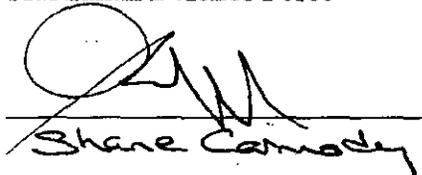
ON BEHALF OF
United States Strategic Command


James E. Cartwright, General, USMC

Commander, United States Strategic Command
Offutt Air Force Base, Nebraska

28 April 2005
Dated

ON BEHALF OF
Australian Defence Force


Shane Comady

Deputy Secretary
Department of Defence

22 June 2005
Dated

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