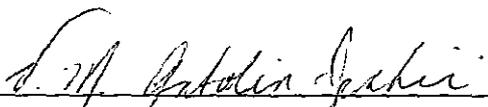


AGREEMENT BETWEEN
THE UNITED STATES NAVY
OF
THE UNITED STATES OF AMERICA
AND
THE SECRETARIA DE MARINA-ARMADA DE MEXICO
OF
THE UNITED STATES OF MEXICO
REGARDING THE EXCHANGE
OF
NAVAL PERSONNEL
(SHORT TITLE: NPEP AGREEMENT)

Certified to be a True Copy


V. M. ANTOLIN-JENKINS
LCDR, JAGC, USN

PREAMBLE

The United States Navy of the United States of America and the Secretaria de Marina-Armada de Mexico of the United States of Mexico, hereinafter referred to as "the Parties," have agreed to establish a Naval Personnel Exchange Program, which is designed to strengthen bonds of friendship and understanding between the countries and their respective naval organizations.

ARTICLE I

DEFINITIONS OF TERMS

The Parties have agreed upon the following definitions for terms used in this Agreement:

Agreement	The Naval Personnel Exchange Agreement which formalizes this Exchange Program.
Classified Information	Official information that requires protection in the interests of national security and is so designated by the application of security classification markings.
Combatant Command	One of the U.S. unified or specified combatant commands established by the President under Title 10, United States Code, Section 164.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under an Agreement, the information shall be marked to identify its "in confidence" nature. It could include information which has been declassified, but remains controlled.
Host Organization	The Naval Service, Combatant Command, Defense Department/ Ministry agency, staff, or equivalent organizations, to which exchange personnel are assigned for duty pursuant to this Exchange Program.
Host Party	The U.S. Navy or the Secretaria de Marina-Armada de Mexico to which the Host Organization belongs.
Naval Exchange Personnel	Naval personnel on active duty with the Parent Organization who are present in the territory of the Host Organization pursuant to this Exchange Program.

**Parent
Organization**

The Naval Service, Combatant Command, Department/Ministry agency, staff, or equivalent organizations to which exchange personnel belong.

Parent Party

The U.S. Navy or the Secretaria de Marina-Armada de Mexico to which the Parent Organization belongs.

ARTICLE II

PURPOSE AND SCOPE

2.1. This Agreement establishes the terms and conditions by which the Parties agree to provide on-site working assignments to selected career military personnel (hereafter referred to as "Naval Exchange Personnel") from the other Party. The work assignments shall provide Naval Exchange Personnel work experience and knowledge of the organization and management of Host Organization activities by performing duties under the direction of a host supervisor. Exchanges of military personnel under this Agreement shall be conducted on a reciprocal basis (one-for-one in similar duties) so that the overall benefit to each Party shall be essentially equal. This Exchange Program shall not include training, except for programs conducted to familiarize, orient, or certify exchange personnel regarding unique aspects of their assignments and as provided in paragraph 5.2.3, and it is not to be used as a mechanism for the exchange of information between the Parties.

2.2. Naval Exchange Personnel shall not be assigned to positions under this Exchange Program that would involve the release of Restricted Data or Formerly Restricted Data as defined in the U.S. Atomic Energy Act of 1954 as amended; communications security information; information for which foreign dissemination has been prohibited in whole or in part; information for which a special access authorization is required; information originated by another organization, department, agency or government; or controlled unclassified information, unless the specific information has been authorized in writing for release to the government of the Parent Party under an existing program or with the prior written consent of the appropriate disclosure authority, whichever is applicable.

2.3. Naval Exchange Personnel shall not act in a liaison capacity or otherwise act as representatives of the Parent Party or the Parent Organization while assigned to exchange positions, nor shall they act as representatives of the Host Party or the Host Organization to which they are assigned. Naval Exchange Personnel shall perform duties as defined in the position descriptions (PDs) for their respective positions.

ARTICLE III

EXECUTIVE AGENTS

3.1. The Director, Military Personnel Plans and Policy Division, Office of the Deputy Chief of Naval Operations (Manpower and Personnel)(N13) for the United States of America, and the Mexican Naval Attaché, Washington, D.C. for the United States of Mexico shall be the Executive Agents for this Agreement. The Executive Agents shall be responsible for:

- 3.1.1.** periodically reviewing this Agreement to ensure conformity with current law and regulations;
- 3.1.2.** recommending amendments to this Agreement;
- 3.1.3.** entering into specific exchanges;
- 3.1.4.** maintaining a record of the exchange positions listed at Annex B and their associated position descriptions; and
- 3.1.5.** ensuring that exchanges are conducted in accordance with the approved position descriptions, applicable laws and regulations, and this Agreement.

ARTICLE IV

SELECTION AND ASSIGNMENT OF PERSONNEL

4.1. Participation in this Exchange Program shall be on a highly selective basis from among career military personnel of the United States Navy of the United States of America and the Secretaria de Marina-Armada de Mexico of the United States of Mexico. The Parent Organization shall be solely responsible in the selection of its Naval Exchange Personnel based on the following criteria:

4.1.1. They must have demonstrated capabilities for future positions of greater responsibility.

4.1.2. They must be well-versed in the current practices, technical training and doctrine of their organization, and be particularly qualified through experience for the exchange positions to be occupied.

4.1.3. They must possess the grade, skill, training, and academic qualifications which are described in the applicable position descriptions.

4.1.4. They must be sufficiently proficient in the language of the Host Party to satisfy the requirements of the positions.

4.2. Consistent with the nomination process, the Host Party shall be authorized to discharge exchange personnel from this Exchange Program who do not meet the above criteria. This decision is within the sole discretion of the Host Party.

4.3. The normal tour of duty for Naval Exchange Personnel, exclusive of travel time between countries, shall be for a period of two years. Any time required for qualification and familiarization shall be in addition to the normal tour. Exceptions and/or adjustments of exchange tours shall be based on mutual agreement between the Parties.

ARTICLE V

FINANCIAL ARRANGEMENTS

5.1. *The Parent Party's responsibilities shall include, but shall not be limited to, the following costs for its Naval Exchange Personnel:*

- 5.1.1.** All pay and allowances.
- 5.1.2.** Travel to and from the country of the Host Party.
- 5.1.3.** All temporary duty costs, including travel costs, when such duty is carried out at the request of the Parent Party.
- 5.1.4.** The movement of dependents and the household effects of Naval Exchange Personnel.
- 5.1.5.** Preparation and shipment of remains and funeral expenses in the event of the death of Naval Exchange Personnel or their dependents.
- 5.1.6.** All expenses in connection with the return of Naval Exchange Personnel who have been discharged from this Exchange Program and their accompanying dependents.

5.2. The Host Party shall be responsible for the following:

- 5.2.1.** Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the Host Party.
- 5.2.2.** Costs incurred as a result of a change in location of work ordered by the Host Party during the period of the exchange.
- 5.2.3.** Costs for training conducted to familiarize, orient or certify exchange personnel regarding unique aspects of the assignments of exchange personnel.

5.3. The Host Party shall not charge for the use of facilities or equipment necessary for the performance of tasks assigned to Naval Exchange Personnel.

5.4. The Parent Party shall pay the costs of formal and informal training and professional military education (PME).

5.5. The Host Party shall not provide any supplies or services related to those costs that, by virtue of paragraph 5.1 above, are the obligation of the Parent Party. Accordingly, it shall be necessary for the Parent Party to make arrangements to defray such costs directly through its personnel, rather than by reimbursement to the Host Party.

5.6. The obligations of each Party under this Agreement shall be subject to the authorization and availability of funds.

ARTICLE VI

SECURITY

6.1. During the selection process, each Party shall inform the other of the level of security clearance required, if any, to permit Naval Exchange Personnel to have access to classified information and work areas. There shall be no access to Classified Information pursuant to this Agreement.

6.2. Each Party shall cause security assurances to be filed, through the Mexican Embassy in Washington, DC, in the case of the United States of Mexico personnel, and through the U.S. Embassy in Mexico, in the case of the United States personnel, stating the security clearances for all Naval Exchange Personnel selected. The security assurances shall be prepared and forwarded through prescribed channels in compliance with established Host Party procedures.

6.3. The Host Organization and the Parent Organization shall ensure that assigned Naval Exchange Personnel are fully cognizant of 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* to which access might be gained under this Exchange Program, both during and after termination of an assignment; and shall be required to sign the certification at Annex A.

6.4. Naval Exchange Personnel shall at all times be required to comply with the security laws, regulations and procedures of the government of the Host Party. Any violation of security procedures by Naval Exchange Personnel during their assignments shall be reported to the Parent Party for appropriate action. Naval Exchange Personnel committing willful violations of security procedures during their assignments shall be withdrawn from this Exchange Program with a view toward administrative or disciplinary action by the Parent Party.

6.5. There is no General Security of Military Information Agreement in force between the parties. Classified information will not be exchanged between the parties pursuant to this Agreement.

ARTICLE VII

TECHNICAL AND ADMINISTRATIVE MATTERS

7.1. To the extent authorized by the laws and regulations of the government of the Host Party, the Host Organization shall arrange for the provision of administrative support as is deemed necessary for Naval Exchange Personnel to perform assigned tasks efficiently. The Host Organization shall familiarize Naval Exchange Personnel with any unique procedures necessary for the proper performance of their assigned tasks.

7.2. Consistent with the laws and regulations of the government of the Host Party, Naval Exchange Personnel assigned under this Agreement shall be subject to the same restrictions, conditions, and privileges as Host Party personnel of comparable rank in their areas of assignment. Further, to the extent authorized by the laws and regulations of the government of the Host Party, Naval Exchange Personnel and their authorized dependents shall be accorded on a reciprocal basis:

7.2.1. Exemption from any tax by the government of the Host Party upon income received from the government of the Parent Party. The Convention between the Government of the United States of America and the United States of Mexico for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income, with Related Protocol, signed 18 September 1992 and Additional Protocol that Modifies the Convention, signed 8 September 1994, shall apply to this Agreement. This Agreement does not affect Parent Party Tax Laws regarding income of Parent Party Personnel.

7.2.2. Exemption from any customs and import duties or similar charges levied on items entering the country of the Host Party for their official or personal use, including their baggage, household effects, and private motor vehicles. The foregoing shall not in any way limit privileges set forth elsewhere in this Agreement, or other privileges granted by the laws and regulations of the government of the Host Party.

7.3. Naval Exchange Personnel and their dependents shall be informed by the Host Organization about applicable laws, orders, regulations and customs and they shall be required to comply with them. Naval Exchange Personnel and their dependents also shall be briefed by Host Organization personnel regarding their specific entitlements, privileges, and obligations upon their arrival in the country of the Host Organization.

7.4. Naval Exchange Personnel may observe the holiday schedule of either the Parent Party or the Host Party as mutually agreed.

7.5. Naval Exchange Personnel shall be assigned work under the guidance and supervision of a host supervisor. The host supervisor shall establish performance standards and observe the performance of Naval Exchange Personnel to provide a basis

for counseling and performance evaluations. Naval Exchange Personnel shall have performance evaluations rendered by their Host Organization's supervisor. Such reports shall be forwarded by the Host Organization to the Parent Organization in accordance with Parent Organization requirements.

7.6. Reports which Naval Exchange Personnel may be required to make by the Parent Party, or which they wish to make concerning their exchange duties, shall be submitted as follows:

7.6.1. U.S. Naval Exchange Personnel will forward their reports in accordance with DoD Directive 5230.20 and OPNAVINST 5700.7G.

7.6.2. Mexican Naval Exchange Personnel will forward their reports through their Host Organization and the Mexican Naval Attaché in Washington, D.C.

7.7. Naval Exchange Personnel committing an offense under the laws of the government of either the Parent Party or the Host Party may be withdrawn from this Exchange Program with a view toward further administrative or disciplinary action by the Parent Party. Disciplinary action, however, shall not be taken by the Host Party against Naval Exchange Personnel and Naval Exchange Personnel shall not exercise disciplinary powers over personnel of the Host Party. The Parties shall cooperate when legally possible in carrying out administrative or disciplinary action by the Parent Party against its Naval Exchange Personnel.

7.8. Any medical and dental care that may be provided to Naval Exchange Personnel and their dependents at the Host Party medical facilities, shall be subject to the requirements of the laws and regulations of the government of the Host Party, including reimbursement when required by such laws and regulations.

7.9. In no case shall Naval Exchange Personnel be assigned to positions that would require exercise of command or be assigned to other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the U.S. Government.

7.10. Naval Exchange Personnel shall not be placed on duty or in positions in areas of political sensitivity where their presence would jeopardize the interests of the Parent Party, or where, in the normal course of their duty, they may become involved in activities which may embarrass the Parent Party.

7.11. The Host Party shall not deploy Naval Exchange Personnel in non-direct hostility situations, such as UN peacekeeping or multi-national operations, without Parent Party approval. Additionally, Naval Exchange Personnel shall not be deployed to a third country as a member of an exercise contingent, or to participate in an exercise without Parent Party approval.

7.12. The Host Party shall not place Naval Exchange Personnel in duty assignments in which direct hostilities with forces of third states are likely. Should a unit in which Naval Exchange Personnel are assigned become involved in hostilities unexpectedly, Naval Exchange Personnel assigned to the unit shall not be involved in the hostilities without authorization from the Parent Party. Naval Exchange Personnel approved by both the Parent Party and the Host Party for involvement in hostilities shall be given clear guidance on the Host Party's interpretation of laws of war, to include the rules of engagement.

7.13. Purchasing and patronage privileges at military commissaries, exchanges, theaters and clubs shall be extended to Naval Exchange Personnel and their dependents on the same basis as equivalent personnel of the Host Party. This provision shall not, however, limit privileges set forth elsewhere in this Agreement or other privileges granted by the Host Party, at its discretion, with the consent of the Parent Party.

7.14. Naval Exchange Personnel shall be granted leave and passes/liberty according to their entitlements under the regulations of the Parent Organization, subject to the approval of the appropriate authorities of the Host Organization.

7.15. Naval Exchange Personnel shall be required to comply with the dress regulations of the Parent Organization. The order of dress for any occasion shall be that which most nearly conforms to the order for the particular unit of the Host Organization with which they are serving. Customs of the Host Organization shall be observed with respect to wearing of civilian clothes.

7.16. Consistent with the laws and regulations of the government of the Host Party, and upon conditions of reciprocity, the Host Organization shall provide, if available, housing and messing facilities for Naval Exchange Personnel and their dependents on the same basis and priority as for its own personnel. Naval Exchange Personnel shall pay messing and housing charges to the same extent as personnel of the Host Organization. At locations where facilities are not provided by the Host Organization for its own personnel, the Parent Organization shall make suitable arrangements for Naval Exchange Personnel.

7.17. U.S. Navy Exchange Personnel on exchange with the Secretaría de Marina-Armada de México of the United States of México will be under the administrative control of the U.S. Navy Section, U.S. Military Group, Mexico.

7.18. Mexican Naval Exchange Personnel on exchange with the U.S. Navy will be under the administrative control of the Mexican Naval Attaché in Washington, DC.

7.19. U.S. Naval Exchange Personnel shall have status equivalent to that accorded members of the administrative and technical staff of the United States Embassy, México City, México. Mexican Naval Exchange Personnel shall have status according to their visas.

ARTICLE VIII

CLAIMS

8.1. Claims arising from the operation of this Agreement shall be governed by any bilateral agreement between the Parties concerning the status of their Forces in the country of the Host Party. Claims to which the provisions of any such bilateral agreements do not apply shall be dealt with as follows:

8.1.1. The Parties waive all their claims, other than contractual claims, against each other, and against the military members and civilian employees of each other's Department or Ministry of Defense, for damage, loss or destruction of property owned or used by its respective Department or Ministry of Defense, if such damage, loss or destruction:

8.1.1.1. was caused by a military member or a civilian employee in the performance of official duties, or

8.1.1.2. arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its Department or Ministry of Defense, provided that the vehicle, vessel or aircraft causing the damage, loss or destruction was being used for official purposes, or that the damage, loss or destruction was caused to the property being so used.

8.2. The Parties shall waive all their claims against each other and against the military members and civilian employees of each other's Department or Ministry of Defense for injury or death suffered by any military member or civilian employee of their Department or Ministry of Defense while such member or employee was engaged in the performance of official duties.

8.3. Claims, other than contractual claims, for damage, loss, injury, or death, not covered by the waivers contained in paragraphs 8.1 and 8.2 of this Article, arising out of an act or omission by the military members or civilian employees of its Department or Ministry of Defense, or out of an act or omission for which the Parent Party is legally responsible, shall be presented to the Parent Party for consideration under its applicable laws and regulations.

8.4. Naval Exchange Personnel and those dependents accompanying them, must obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the Host Party, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

8.5. Nothing herein shall be construed as waiving the claims or suits of individual military members or civilian employees of the respective Department or Ministry of Defense, other civilian employees, or third parties that might exist under applicable law.

ARTICLE IX

SETTLEMENT OF DISPUTES

Disputes arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to an individual, a national or international tribunal, or to any other forum for settlement.

ARTICLE X

ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION

10.1. All activities of the Parties under this Agreement shall be carried out in accordance with the national laws and regulations of the Parties.

10.2. In the event of a conflict between an Article of this Agreement and any Annex to this Agreement, the Article shall control.

10.3. Except as otherwise provided, this Agreement may be amended by the mutual written consent of the Parties.

10.4. This Agreement may be terminated at any time upon the written consent of the Parties. In the event both Parties consent to terminate this Agreement, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

10.5. Either Party may terminate this Agreement upon 180 days' written notification to the other Party. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

10.5.1. The terminating Party shall continue participation, financial or otherwise, up to the effective date of termination.

10.5.2. Each Party shall pay the costs it incurs as a result of termination.

10.5.3. All information and rights therein received under the provisions of this Agreement prior to the termination shall be retained by the Parties, subject to the provisions of this Agreement.

10.6. The respective rights and responsibilities of the Parties regarding Article VI (Security) and Article VIII (Claims) shall continue notwithstanding termination or expiration of this Agreement.

10.7. This Agreement, which consists of ten (10) Articles and two (2) or more Annexes, shall enter into force upon signature by both Parties and shall remain in force for ten (10) years. It may be extended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments, have signed this Agreement.

DONE at Washington, DC, this 26th day of January 2004, in the English and the Spanish languages, both texts being equally authentic.

FOR THE U.S. NAVY OF THE
UNITED STATES OF AMERICA



(Signature)

G. L. Hoewing
Vice Admiral, US Navy
Deputy Chief of Naval Operations
(Manpower and Personnel)
For the United States Navy

FOR THE SECRETARIA DE MARINA-
ARMADA DE MEXICO OF THE
UNITED STATES OF MEXICO



(Signature)

Conrado Aparicio Blanco
Rear Admiral, Mexican Navy
Naval Attaché of Mexico
For the Armada de Mexico

ANNEX A

CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES

I understand and acknowledge that I have been accepted for assignment to (insert Name and location of organization to which assigned) pursuant to an agreement between the United States Navy of the United States of America and the Secretaria de Marina-Armada de Mexico of the United States of Mexico. In connection with this assignment, I further understand, acknowledge, and certify that I shall comply with the following conditions and responsibilities:

1. The purpose of the assignment is to gain knowledge of the organization and management of Host Party (cite applicable area for NPEP assignment) defense activities. There shall be no access to information except as required to perform the duties described in the position description of the position to which I am assigned, as determined by my designated supervisor.
2. I shall perform only functions which are properly assigned to me as described in the position description (PD) for my assignment and shall not act in any capacity on behalf of my government or my Parent Party or Parent Organization.
3. All information to which I may have access during this assignment shall be treated as information provided to my government in confidence and shall not be further released or disclosed by me to any other person, firm, organization or government without the prior written authorization of the Host Party.
4. When dealing with individuals outside my immediate office of assignment on official matters, I shall inform such individuals that I am a foreign exchange person.
5. I have been briefed on, understand, and shall comply with all applicable security regulations of the Host Party and the Host Organization.
6. I will immediately report to my designated supervisor all attempts to obtain, without proper authorization, classified, restricted, proprietary or controlled unclassified information to which I may have access as a result of this assignment.

(Signature)

(Typed Name)

(Rank/Title)

(Date)

ANNEX B

U.S. NAVY EXCHANGE POSITIONS WITH THE SECRETARIA DE MARINA- ARMADA DE MEXIO

<u>No. Position</u>	<u>Date Est</u>	<u>Tour Length</u>	<u>Grade</u>	<u>(Foreign) Location</u>	<u>U.S. Location</u>
1. Instructor	1979	2 years	LT	Vera Cruz Mexico	USNA Annapolis, MD