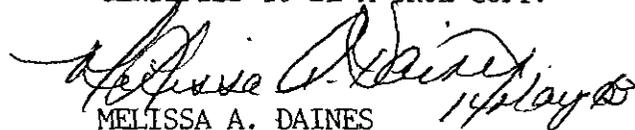


04-699

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES JOINT FORCES COMMAND  
AND  
THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA  
REGARDING  
LIAISON OFFICERS

CERTIFIED TO BE A TRUE COPY:

  
MELISSA A. DAINES

Notary

My Commission Expires: 31 Aug 04

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## INTRODUCTION

United States Joint Forces Command (USJFCOM) and the Department of National Defence of Canada (DND) as represented by the Canadian Forces (CF) (each referred to herein individually as a "Party" and together as the "Parties"), desiring to establish formal liaisons between the Parties, hereby consent to the following provisions regarding the assignment of individuals at government facilities to serve as Liaison Officers between them.

This Memorandum of Understanding (MOU) is prepared under the auspices of the Agreement between the Government of the United States of America and the Government of Canada concerning Certain Mutual Defence Commitments (CHAPEAU) dated 19 August 1994, and the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA) dated 19 June 1951.

## SECTION I DEFINITIONS

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

1.1 "Classified Information" will mean official information of a Party that requires protection in the interests of national security of such Party and is so designated by the application of security classification markings.

1.2 "Contact Officer" will mean a Host Party official designated in writing to oversee and control all contacts, requests for information, consultations, access, and other activities of foreign Liaison Officers who are assigned to, or are visiting, a Host Party component or subordinate organization.

1.3 "Controlled Unclassified Information" will mean unclassified information of a Party to which access or distribution limitations have been applied in accordance with national laws, policies, and regulations of such Party. 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 Party.

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

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 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 "Foreign Visits System" will mean the program established to process visits by and assignments of foreign representatives to Canada's Department of National Defence.

1.8 "Liaison Officer" will mean a military member or civilian employee of a Parent Party who, upon approval or certification of the Host Party or Government, is authorized by the Parent Party to act as its official representative in connection with programs, projects, or agreements of interest to the Parties.

1.9 "Parent Government" will mean the national government of the Parent Party.

1.10 "Parent Party" will mean the Party that assigns a Liaison Officer pursuant to Section III.

## SECTION II SCOPE

2.1 During the term of this MOU, subject to the concurrence of the Parties, each Party may assign military members or civilian employees of its armed forces to serve as a Liaison Officer(s) to the other Party in accordance with the provisions of this MOU.

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

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

2.4 Unless otherwise consented to, the normal tour of duty for a Liaison Officer will be thirty-six (36) months.

2.5 As a general rule, an individual may serve as a Liaison Officer to only one major military command of the Host Party at any point in time.

### SECTION III DUTIES AND ACTIVITIES

3.1 The Liaison Officer will represent the Parent Party to the Host Party. 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 Party.

3.2 The Liaison Officer will be required to comply with all applicable Host Government policies, procedures, laws and regulations. The Host Party will assign a Contact Officer to provide guidance to the Liaison Officer concerning policies, procedures, laws and regulations of the Host Party, and to arrange for activities consistent with such requirements and the purposes of this MOU.

3.3 The Liaison Officer may request access to Host Party facilities by submitting a request to the Contact Officer. Access to Host Party facilities may be granted if such access promotes the purposes of this MOU, is consistent with the terms of any applicable certification or approval issued by the Host Government, and is permitted under the applicable policies, procedures, laws and regulations of the Host Government. Approval of such requests will be at the discretion of the Host Party. Any request for access that exceeds the terms of an applicable certification or approval will be submitted through the International Visits Program (IVP).

3.4 The Liaison Officer will not be granted access to technical data or other information of the Host Party, whether or not classified, except as authorized by the Host Party, and only 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 Party 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 Parties.

3.7 The Parent Party 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 Party and Host Party, in writing.

3.8 The Liaison Officer will be required to comply with the dress regulations of the Parent Party but, if requested by the Host Party, will also wear such identification necessary to identify the Liaison Officer's nationality, rank and status as a Liaison Officer. The order of dress for any occasion will be that which most closely conforms to the order of dress for the particular organization of the Host Party where the Liaison Officer is located. The Liaison Officer will be required to comply with the practices of the Host Party with respect to the wearing of civilian clothing.

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

3.10 At the end of a Liaison Officer's tour, or as otherwise agreed by the Parties, the Parent Party may, subject to the provisions of Paragraph 3.3, replace the Liaison Officer with another individual who meets the requirements of this MOU.

**SECTION IV**  
**FINANCIAL ARRANGEMENTS**

4.1 The Parent Party 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 Party;

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 Party's country, including travel, office space, clerical support, quarters, rations, medical and dental services, unless specifically stated otherwise in an applicable international agreement or arrangement;

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/her dependent(s);

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

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 Party may provide such office facilities, equipment, supplies and services as may be necessary for the Liaison Officer to fulfill the purposes of this MOU, subject to reimbursement by the Parent Party for the cost of the Liaison Officer's use of such facilities at rates determined by the Host Party but not to exceed five thousand US dollars per year. Where the United States is the Host Party, reimbursement for such

facilities, equipment, supplies, and services will be made through Foreign Military Sales (FMS).

## SECTION V SECURITY

5.1 The Host Party 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 Party will inform the Parent Party 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 Parties or their governments concerning access to such information and facilities. Further, access will at all times be limited to the minimum required to accomplish the purposes of this MOU, and, at its discretion, the Host Party may prohibit the Liaison Officer's right of access to any Host Party facility or require that such access be supervised by Host Party personnel.

5.2 Each Party will cause security assurances to be filed stating the security clearances for the Liaison Officer being assigned by such Party. The security assurances will be prepared and forwarded through prescribed channels in compliance with established Host Party procedures. In the case of CF Liaison Officers at USJFCOM, the prescribed channel will be the International Visits Program (IVP), as defined in paragraph 1.6 of this MOU. In the case of US Liaison Officers at DND, the prescribed channel will be the Foreign Visits System (FVS), as defined in paragraph 1.7 of this MOU.

5.3 The Parent Party 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 obligation 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 of Canada 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 United States Joint Forces Command.

5.4 The Parent Party 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 Party for appropriate action. Upon request by the Host Party, the Parent Party 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 Party, and will be subject to all provisions and safeguards provided for under the General Security of Military Information Agreement (GSOMIA) in force between the United States of America and Canada.

5.6 The Liaison Officer will not take custody of Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files), except as expressly permitted by the terms of the Host Party certification of the Liaison Officer (and requested in writing by the Parent Government) for the following situations:

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

5.6.2 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 and control of the container and its contents remains with the Host Party.

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

6.1 The Host Party's certification or approval of an individual as a Liaison Officer will not bestow diplomatic or other special privileges on that individual, but he/she and his/her dependants will be accorded status in accordance with NATO SOFA.

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

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 If office space is provided to the Liaison Officer by the Host Party, the Host Party will determine the normal working hours for the Liaison Officer.

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

6.6 The Liaison Officer and his/her authorized family members 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/arrangement for health care exists between the Parties, the access entitlement of the Liaison Officer and his/her family members is specified. For those personnel covered by such an agreement/arrangement, care is generally provided free of charge. All Liaison Officers and family members 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 family. The Parent Party will ensure that the Liaison Officer and his/her family members are physically fit prior to the Liaison Officer's tour of duty. The Parent Party will be responsible for familiarizing itself with the medical and dental services available to the Liaison Officer and his/her family members, and the costs of, and the procedures for, use of such services.

6.7 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 Party.

6.8 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Party, the Host Party 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 Party, the Host Party will use reasonable efforts to assist the Parent Party to locate such facilities for the Liaison Officer and the Liaison Officer's dependents.

6.9 The Parent Party will ensure that the Liaison Officer and the Liaison Officer's dependents have all documentation required

by the Host Government, or international agreement, for entry into, and exit from, the country of the Host Government at the time of such entry or exit. Unless exempted under an applicable international agreement between the Parties, Liaison Officers and their authorized dependents entering the United States will be required to comply with United States Customs Regulations.

6.10 The Parent Party will ensure that the Liaison Officer and those family members accompanying the Liaison Officer in the country of the Host Party will obtain motor vehicle liability insurance coverage for their private motor vehicles, in accordance with applicable laws, regulations and policies of the Host Government, or the political subdivisions of the country of the Host Party in which the Liaison Officer and his/her family members are located.

## SECTION VII DISCIPLINE AND REMOVAL

7.1 Except as provided in Section 7.2, neither the Host Party 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 Party, nor will the Host Party exercise disciplinary powers over the Liaison Officer's dependents. The Parent Party, however, will take such administrative or disciplinary action against the Liaison Officer as may be appropriate under the circumstances, to ensure compliance with this MOU, and the Parties will cooperate in the investigation of any offenses under the laws or regulations of either Party.

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

**SECTION VIII  
LIABILITY**

8.1 Liabilities arising pursuant to the implementation of this MOU will be settled in accordance with Article VIII of NATO SOFA.

**SECTION IX  
SETTLEMENT OF DISPUTES**

9.1 Disputes arising under or relating to this MOU will be resolved only through consultations between the Parties 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 responsibilities of the Parties under this MOU will be subject to national laws and the availability of appropriated funds for such purposes.

10.2 The Parent Party will ensure that the Liaison Officer complies with all responsibilities and restrictions applicable to the Liaison Officer under this MOU.

10.3 This MOU may only be amended by the mutual written consent of the Parties.

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

10.5 Either Party may terminate this MOU upon presentation of one hundred and eighty (180) days' written notification to the other Party.

10.6 The respective rights and responsibilities of the Parties under Section V (Security) will continue, notwithstanding the termination or expiration of this MOU.

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

termination or expiration of this MOU, will be paid promptly after such billing.

10.8 This MOU will supercede any and all prior arrangements regarding Liaison Officers entered into by the Parties or their organizations, units, or agencies.

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

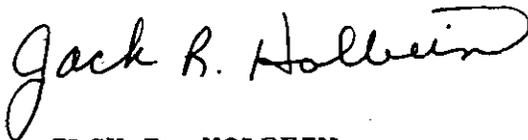
10.10 This MOU consists of ten(10) Sections and an Annex.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MOU.

DONE at Norfolk, VA., this 31<sup>ST</sup> day of January 2003.

ON BEHALF OF  
US JOINT FORCES COMMAND

ON BEHALF OF  
THE DEPARTMENT OF NATIONAL  
DEFENCE OF CANADA



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