

MEMORANDUM OF AGREEMENT BETWEEN
THE UNITED STATES NAVAL ACADEMY (USNA)
AND
THE CHILEAN NAVAL ACADEMY
ESTABLISHING A MIDSHIPMEN/CADET EXCHANGE PROGRAM (MCEP)

PREAMBLE

The United States Navy (USN) and the Chilean Navy (SN), have agreed to establish the framework of the Midshipmen/Cadet Exchange Program (MCEP) between the United States Naval Academy (USNA) and the Chilean Naval Academy, hereafter referred to as "the Parties", which is designed to strengthen friendship and understanding between the countries and their Navies and to enhance midshipmen education.

The two Academies wish to arrange a strategic partnership within a broad educational and professional partnership. Focusing in the academic areas of engineering, science and humanities, the academies will strengthen the mental strength of their students, the professional qualifications of their respective faculty and staff and develop positive international relationships.

ARTICLE I
DEFINITION OF TERMS

1. Party/Naval Academies. The United States Naval Academy and the Chilean Naval Academy.
2. Exchange Student. Any individual enrolled as a student (Midshipman or Cadet) at a Naval Academy who is receiving instruction at a Host Naval Academy pursuant to this MOA.
3. Parent Service. The Military Service to which the Exchange Student belongs.
4. Host Service. The Military Service whose Academy the Exchange Student is temporarily attending pursuant to this Agreement.
5. Host Service Country. The country to which the Host Service belongs.

6. Parent Naval Academy. The Naval Academy from which the Exchange Student is permanently attending.
7. Host Naval Academy. The Naval Academy which the Exchange Student is temporarily attending.
8. Reciprocal, Professional or Academic Semester-Long Exchange. The exchange of students, on a one-for-one basis, between the academies for a period of one academic semester or for a duration otherwise agreed to between the parties, but not exceeding one academic semester, to undergo the Host Naval Academy's academic, athletic, and military course of study and training programs.

ARTICLE II PURPOSE AND SCOPE

1. This agreement establishes the terms and conditions by which the parties agree to establish a Midshipman/Cadet Exchange Program (MCEP) to provide for a reciprocal exchange of midshipmen/cadets of the Naval Academies. This agreement sets forth the general terms and conditions by which an exchange of midshipmen/cadets can occur to the extent permissible under existing policies, laws, and regulations of the United States of America and Chile.
2. The MCEP shall be a one-for-one reciprocal exchange of students enrolled at a Naval Academy of one party to pursue the established course of study at the Naval Academy of the other party.
3. Each reciprocal exchange shall coincide (in length and timing) with one semester of the USNA.

ARTICLE III SPECIAL PROVISIONS

This Agreement does not create an obligation on the part of either party to participate in a reciprocal exchange at any given time. The invitation to attend an academy for a semester pursuant to the MOA will normally be conditional upon a reciprocal invitation. Reciprocity is met when Exchange Students report to the Host Naval Academy regardless of whether or not all students complete the program.

**ARTICLE IV
SELECTION OF STUDENTS**

The selection of Exchange Students shall be solely the responsibility of the Parent Naval Academy. The number of students selected shall be based on the agreement set forth between the Naval Academies in the Appendix to this agreement. Exchange Students shall be unaccompanied during the period of the exchange. Each Academy will provide the other, upon request, information on academic and military training programs to assist selection procedures. Selection criteria will include the ability of the prospective exchange student to speak, read, and write in the language of the prospective Host Naval Academy.

**ARTICLE V
FINANCIAL ARRANGEMENTS**

1. Financial responsibilities of the Parent Academy. To the extent authorized by its laws and regulations and the availability of appropriated funds, the Parent Academy is responsible during the exchange period for the following:

- a. All pay and allowances due to its Exchange Students.
- b. Transportation costs from the Parent Academy to the Host Academy and return.
- c. Cost of preparation and shipment of remains and funeral expenses in the event of death of an Exchange Student.
- d. Pre-approved expenditures in connection with any special duty performed on behalf of the Parent Academy.
- e. All temporary duty costs, including travel, lodging, and meal expenses of the Exchange Student when such duty is carried out at the request of the Parent Service/Academy.
- f. Compensation for loss of, or damage to, the uniforms or other Parent Service-issued equipment of their exchange students under the rules and regulations of the Parent Service.
- g. Medical and dental charges for treatment of exchange students that require reimbursement under the laws or regulations of the Host Service Country for their own students.
- h. All expenses in connection with the return of Exchange Students who have completed or been discharged from this MCEP.

2. The Host Academy shall be responsible, during the period of exchange, for all tuition, books, information technology equipment, education, military training, billeting and

subsistence costs at the Host Academy normally provided to the Host Academy midshipmen/cadets, as well as all costs for travel within the Host Service Country related to military training conducted at the request of the Host Academy.

3. Exchange students shall be eligible to use military exchange facilities, clubs, laundry, dry cleaning, and student services provided to Host Academy Students under the same conditions as Host Academy Students and consistent with Host Academy regulations.

4. The Parent Service and exchange students, as appropriate, shall be liable for all other services and expenses for Exchange Students, including any which are unconnected with the requirements of the exchange. The Host Academy shall not provide any supplies or services related to those costs that, by virtue of paragraph 1 above, are the obligation of the Parent Academy. Accordingly, it shall be necessary for the Parent Academy to make arrangements to defray such costs directly through its personnel, rather than by reimbursement to the Host Academy.

ARTICLE VI SECURITY

1. Exchange students shall at all times be required to respect the laws of the Host Service's Country and security regulations and procedures of the Host Service. Any violation of security procedures by Exchange Students during their exchange shall be reported to the Parent Service for appropriate action. Exchange Students committing willful violations of Host Service security procedures during the exchange shall be removed from the MCEP with a view toward administrative or disciplinary action by the Parent Service.

2. The Host Naval Academy and Parent Naval Academy shall ensure that Exchange Students are fully cognizant of applicable laws and regulations concerning the protection of proprietary information (such as copyrights and other intellectual property laws) and controlled unclassified information to which access might be gained under this MCEP, both during and after completion of training. Exchange Students shall be required to sign the certification at Annex A

3. Exchange Students shall not have access to classified information under this Agreement.

ARTICLE VII ADMINISTRATION AND CONTROL

1. For official matters and notifications, the U.S. Embassy, Chile will be the point of contact for United States Naval Academy Exchange Students participating in the MCEP. The Chilean Naval Mission will be the point of contact for Chilean Naval Academy Exchange Students participating in the MCEP. Each Host Naval Academy shall ensure all information required for contacting such officials is collected at the start of any exchange.

2. For day to day administrative matters the academies will appoint a single Exchange Officer responsible for liaison with the Host Naval Academy and responsible for coordinating academic and disciplinary issues that arise for any exchange.
3. MCEP Students are authorized to operate private motor vehicles in accordance with the provisions Article XX.
4. The Host Academy Exchange Officer will report to the Exchange Student's naval attaché and Parent Academy officials, by the most expeditious means, information on any Exchange Student casualty or illness, and will provide all additional casualty services requested.

ARTICLE VIII IDENTIFICATION

Exchange Students shall be required to possess valid identification cards issued in accordance with the regulations of the Parent Service. MCEP Students shall also be issued identification cards by the Host Service for the duration of the exchange. The Host Service identification cards shall be used only to gain access to facilities for services, such as medical care or commissary use, which are authorized pursuant to this Agreement.

ARTICLE IX RESPECT FOR HOST PARTY LAW

Exchange Students shall respect the law of the government of the Host Service and abstain from any activity inconsistent with the spirit of this Agreement and from any political activity in the country of the Host Service.

ARTICLE X ENTRY AND EXIT

Exchange Students shall be required to possess appropriate documentation issued by the Parent Service and required by the country of the Host Service for entry into and exit from that country.

ARTICLE XI WEAPONS

1. Exchange Students shall not be permitted to import or carry personal weapons in the country of the Host Service except when specifically authorized in advance and in writing by the Host Service authorities and the weapons are registered in accordance with applicable laws.

2. Weapons issued to Exchange Students for military purposes by the Parent Service shall be introduced into the country of the Host Service only if authorized by the Parent Service and when specifically authorized in advance and in writing by the Host Service authorities.
3. Ceremonial swords are not included in the definition of weapons, however, Exchange Students must comply with Host Country law to transport such items into the Host Country and these shall be identified to Host Academy authorities prior to introduction to Host Academy grounds.

ARTICLE XII DISCIPLINE AND REMOVAL

1. Exchange Students shall be required to comply with the regulations, orders, instructions, and customs of the Host Naval Academy.
2. On the day of their arrival at the Host Naval Academy, students will be briefed on these regulations by host students or officers designated as their sponsors. Exceptions to the Host Academy routine will be applied as needed to the Exchange Students and their research, and will be established by agreement between the designated Exchange Officers through coordination with the appropriate Host Naval Academy authority.
3. Punishment for minor disciplinary infractions is the responsibility of the Parent Academy. In each instance of an allegation of violation of Host Academy regulations or laws, the Host Academy will immediately notify the Exchange Officer of the Parent Academy of any disciplinary infraction that requires administration of any form of punishment. Parent Academies may agree to allow a Host Academy to administer punishment for minor disciplinary infractions by Exchange Students, but only subject to agreement of the student involved. Absent such agreement, the Exchange Student shall return to the Parent Academy for disciplinary action.
4. Nothing in this agreement shall establish an individual right on the part of any Exchange Student.
5. Exchange Students shall not exercise any disciplinary authority over military or civilian personnel of the Host Service. Exchange Students may be assigned to leadership positions within the student organization of Host Academies and shall be treated like their counterpart from the Host country when fulfilling such duties. Host Academies shall have sole discretion to determine when and if such leadership assignments are appropriate.
6. Consistent with paragraph 1 of this article, Exchange Students should extend normal military courtesy to military personnel of the Host Service who are superior in rank to them.

7. To the extent authorized by its laws and regulations, the Host Service shall cooperate in the application of administrative or disciplinary action by the Parent Service against the offending Exchange Student. The Parties agree to fully cooperate in the investigation of any offenses under the laws or regulations of either Party.

ARTICLE XIII INFORMATION EXCHANGE

1. All Exchange Students participating in a MCEP program waive, in accordance with the laws of either country regarding any privacy interest that may exist in Host Country laws and regulations. Each Host Academy shall be responsible for having the Exchange Students complete any required written waiver of such rights so that academic, disciplinary and military performance information can be freely exchanged between the identified points of contact of each Academy to better facilitate communication between the Academies.

2. Both parties agree that such information, irrespective of Host Country laws, shall be protected from others who do not have an official need to know the information to carry out their responsibilities per this agreement.

ARTICLE XIV USE OF FACILITIES

1. Exchange Students shall be entitled to the same use of administrative, logistical, and commissary facilities as are accorded Host Naval Academy students.

ARTICLE XV UNIFORMS

Exchange Students shall be required to comply with the dress and grooming regulations and standards of the Parent Naval Academy. The order of dress for any occasion shall be that which most nearly conforms to the order of the Host Naval Academy. Customs of the Host Naval Academy shall be observed with respect to wearing of civilian clothes. The Host Academy agrees to enforce minimum standards required for uniform wear in the Parent Academy and shall not ask that the Parent Academy uniform most nearly conforming to the order of the Host Naval Academy be altered in any way, unless with agreement of the Parent Academy.

ARTICLE XVI LEAVE

Exchange Students, while at the Host Academy, will be granted liberty periods in accordance with the Host Academy regulations. Regular leave will be granted upon termination of the program as authorized by the Parent Academy. All other leave requests will be coordinated by the designated Exchange Officer assigned per this document.

**ARTICLE XVII
MEDICAL AND DENTAL SERVICES**

1. Exchange Students will hand carry a copy of appropriate medical, dental, and immunization records or excerpts, including valid immunization certificates, which they will deliver to the medical facility of the Host Academy upon arrival. Allergies to drugs or other critical medical data will be noted on the jacket of the medical record in the language of the Host Academy. A record of any medical or dental care received will be returned to the Parent Academy with each student.
2. Exchange students shall be entitled to receive outpatient and emergency medical and dental care at military treatment facilities on a reciprocal basis per the Acquisition and Cross Servicing Agreement between U.S.Department of Defense and Chilean Ministry of Defense effective 17 October 2000 (ACSA). Exchange Students may receive inpatient care at a military treatment facility only on a reimbursable basis, to be reimbursed in accordance with ACSA. Expenses for medical and dental services performed by civilian health care centers are the responsibility of the Parent Service.
3. The Parent Service shall ensure that proposed exchange students are in good medical and dental health prior to commencing the MCEP.

**ARTICLE XVIII
REPORTS AND EVALUATIONS**

Evaluations and reports of the MCEP shall be completed and reported in accordance with joint Host/Parent Naval Academy requirements as specified by the Academic points of contact appointed per this Agreement.

**ARTICLE XIX
PRIVILEGES AND EXEMPTIONS**

1. To the extent authorized by the laws and regulations of the government of the Host Service, the following privileges shall be available to MCEP students, in the cases the host country laws makes it possible:
 - a. Exemption from any tax of the government of the Host Service on income received from the Parent Service.
 - b. Exemption from any customs, import duty, or similar tax on articles brought into the country of the Host Service in connection with their official or personal use, including their baggage, household effects, and private motor vehicles.
 - c. Privileges at military commissaries, exchanges, theaters, and clubs on the same basis as equivalent personnel of the Host Service.

2. Exchange Students shall be eligible for any other privilege granted by the government of the Host Service under its law and regulations.

ARTICLE XX CLAIMS

1. The Parties waive all their claims, other than contractual claims, against each other, and against the military members and civilian employees of the Parties, for damage, loss, or destruction of property owned or used by its respective Naval Academy, if such damage, loss or destruction:

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

b. arose from the use of any vehicle or vessel owned by the other Party, provided that the vehicle or vessel 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.

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

3. Claims other than contractual claims, or damage, loss, injury, or death, not covered by the waivers contained in the paragraphs 1 and 2 of this Article, arising out of an act or omission by the military members or civilian employees of the Parties, or out of an act of omission for which the Parent Service is legally responsible, shall be presented to the Parent Service for consideration under its applicable laws and regulations.

4. Exchange students shall obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the Host Service, 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.

ARTICLE XXI NOTIFICATION

Each party shall notify the other of their intention to participate in the MCEP and forward the name(s) and other pertinent data for the MCEP students as specified in the details appendix to Agreement.

**ARTICLE XXII
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.

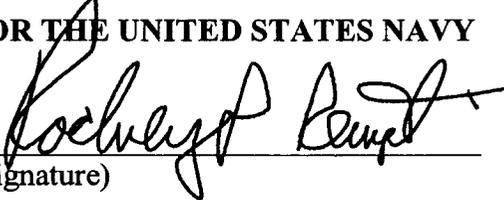
**ARTICLE XXIII
ENTRY INTO FORCE, AMENDMENT, DURATION, AND TERMINATION**

1. All activities of the Parties under this Agreement shall be carried out in accordance with the national laws and regulations of the Parties.
2. This Agreement and its written notices may be amended by the mutual written consent of the Parties.
3. This Agreement may be terminated by mutual 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.
4. Either Party may terminate this Agreement upon 90 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.
5. This MOA is stated in four copies in English (two for each party) and four copies in Spanish (two for each party) and shall enter into force upon signature by both Parties.
6. Parties agree to use a written addendum to describe the particulars of proposed MCEP participants, programs and training that will actually take place to execute this agreement. Any such writing shall become a part of this MOA upon its signature by the foreign exchange coordinators designated by their respective Academies and will be bound by the conditions established in this agreement. These addendums will normally be updated on an annual basis or for a term agreed to by the parties.
7. An exchange student may be withdrawn from the MCEP at any time by the Host or Parent service for any reason, including, but not limited to, the violation of the regulations or laws of the Host Service or its government. In addition, at the request of the Host Service, the Parent Service shall remove the Exchange Student from the territory of the Host Service. The Host Service shall provide an explanation for its removal request, but its decision is final and any disagreement between the Parties concerning the sufficiency of the Host Service's request shall not be grounds to delay transfer of the Exchange Student.
8. This Agreement will automatically terminate after completion of five (5) calendar years from the date it is signed. It may be extended or modified by written agreement

executed by the parties, or their successors, for a term enumerated in writing by the parties.

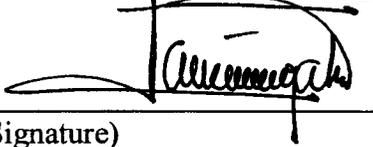
IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments, have signed the Agreement.

FOR THE UNITED STATES NAVY



(Signature)

FOR THE CHILEAN NAVY



(Signature)

RODNEY P. REMPT

Vice Admiral
Superintendent

ENRIQUE LARRAÑAGA MARTIN

Commodore
Director of Education

11 May 2007
(Date)

11 May 2007
(Date)

United States Naval Academy
Annapolis, Maryland, U.S.A.

Directorate of Education, Chilean Navy
Valparaiso, Chile

**APPENDIX
ON THE
MIDSHIPMEN/CADET EXCHANGE PROGRAM
BETWEEN
THE UNITED STATES NAVAL ACADEMY (USNA)
AND
THE CHILEAN NAVAL ACADEMY**

Pursuant to the terms and conditions of the Memorandum of Agreement for the Exchange of Midshipmen/Cadets between USNA and Chilean Naval Academy, signed on 11 May 2007 between the United States Navy and the Chilean Navy hereby establish the details of the exchange, which shall upon execution by both Parties, become a part of the aforementioned MOA.

1. CONDITIONS:

a. **Tour of Duty:** The period of the exchange will normally cover the Fall Semester at USNA, including pre-Semester preparation procedures and indoctrination. Upon completion of all Semester work, including final exams, visiting students will return to their Parent Academy as directed.

b. The number of students to be exchanged at any one time is 2-6 from each Academy.

c. **Selection Criteria:** The criteria for selection of students to be exchanged shall be determined by the Parent Academy.

2. ACADEMIC WORK:

The academic program for each student will be approved by the Parent Academy. In general, each student will undertake academic studies equivalent in course load to that required by his/her Host Academy classmates. All academic work will be subject to the academic regulations of the Host Academy. All coursework at USNA and Chilean Naval Academy shall be graded in accordance with the standard grading and examination procedures established at each Academy.

3. NON-ACADEMIC TRAINING:

Exchange students will participate in all appropriate military, athletic and physical education programs required of their Host Academy classmates.

4. NOTIFICATION:

USNA and Chilean Naval Academy will exchange written notification, by February of each year, of their intent to conduct the exchange in the Fall of that year, and detail the one-for-one agreed upon number of students to be exchanged.

5. REPORTS:

a. At the end of each exchange period, USNA and Chilean Naval Academy will forward, in formats agreed upon by the Registrars of the two Academies, reports on the academic work completed by the students.

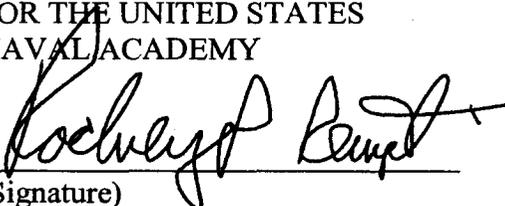
b. At the end of each exchange period, USNA and Chilean Naval Academy will forward to the Parent Academy an overall evaluation of the students' performance during the exchange. This evaluation is to include military, academic and athletic performance.

6. DESIGNATION OF EXCHANGE OFFICER:

USNA: CDR Tim Disher, Director, International Programs; disher@usna.edu;
Tel: (410) 293-2981

Chilean Naval Academy: CDR Manuel Pinochet, Head of Education Department;
mpinochet@armada.cl, Tel: (56-032) 2525115

FOR THE UNITED STATES
NAVAL ACADEMY


(Signature)

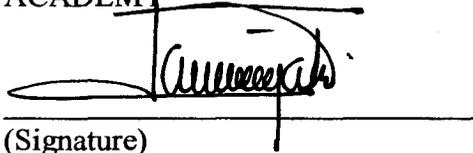
RODNEY P. REMPT

Vice Admiral/Superintendent

11 May 2007
(Date)

United States Naval Academy
Annapolis, Maryland, U.S.A.

FOR THE CHILEAN NAVAL
ACADEMY


(Signature)

ENRIQUE LARRAÑAGA M.

Commodore/Director of Education

11 May 2007
(Date)

Directorate of Education, Chilean Navy
Valparaiso, Chile

ANNEX A
CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES

I understand and acknowledge that I have been accepted for assignment to the United States Naval Academy, Annapolis, MD 21402 / Chilean Naval Academy pursuant to an agreement between the United States Naval Academy of the United States of America and the Chilean Naval Academy of Chile. 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 academic as an exchange student. There shall be no access to information except as required to perform the duties described in the position description to which I am assigned, as determined by my designated supervisor.
2. I shall perform only functions which are properly assigned to me as an exchange student 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, and proprietary or controlled unclassified information to which I may have access as a result of this assignment.

(Signature)

(Typed Name)

(Rank/Title)

(Date)