

MEMORANDUM OF ARRANGEMENT
ON THE EXCHANGE OF STUDENTS
BETWEEN THE FEDERAL MINISTRY OF DEFENSE
OF THE FEDERAL REPUBLIC OF GERMANY
AND THE DEPARTMENT OF THE NAVY
OF THE UNITED STATES OF AMERICA

PREAMBLE

The Federal Ministry of Defense of the Federal Republic of Germany (FMOD) and the Department of the Navy of the United States of America, hereinafter referred to as "the Parties", agree pursuant to this Memorandum of Arrangement (MOA), to establish a reciprocal student exchange. Considering the London Convention of 19 June 1951 (NATO SOFA), and the General Agreement on Information Security (GSOMIA), the Parties enter into this MOA in order to further the bonds of friendship and understanding that exist between the two countries and to establish the terms and conditions in which instruction, experience, and professional knowledge of the students will be furthered and improved.

ARTICLE I

1.1 As part of this MOA, the exchange of students applies:

1.1.1 For the Federal Republic of Germany: To officers in the rank of First Lieutenant/Second Lieutenant (primarily of the German Navy) from the Helmut Schmidt University;

1.1.2 For the United States of America: To cadets (= midshipmen) from the United States Naval Academy in Annapolis.

ARTICLE II

Exchange students of either Party will not be placed in positions of disciplinary power over personnel from the Host Party. Without express authorization from the Parent Party, exchange students will not be involved in active operations, i.e. combat operations or police actions or operations to maintain internal order in which the Parent Party does not want to get involved.

ARTICLE III

Except in academic matters, exchange students will remain subject to their Parent Forces' regulations. In case of research projects it must be ensured, however, that they comply with the national laws and regulations of both Parties. Students will be entitled to the same authorizations and privileges as are their Host Party class counterparts. Students will follow instructions regarding the conduct of their academic studies and participate in academic activities in the same manner as their class counterparts from the Host Nation. Regarding all academic matters, exchange students will be subject to the authority of the Superintendent/Management of the Host Academy/University.

ARTICLE IV

4.1 The Helmut Schmidt University will assign a number of students per year from all single services for a period of one (1) semester as specified by mutual agreement between the Parties. The United States Naval Academy will assign the same number of midshipmen per year for a period one (1) semester.

4.2 This MOA does not constitute a guarantee to meet annually the agreed quota of exchange students. The Host Party will maintain its discretion to approve any requests to host an exchange student or to undertake studies at the counterpart academic institution. The Parties agree that the implementation of this MOA will be guided by the principle of reciprocity, with the goal that the costs of the Parties for each year's exchange period will be substantially equivalent.

ARTICLE V

The students selected to participate in the exchange program must have proficiency in the respective national language that at least corresponds to the Standardized Language Profile (SLP) 3333 as specified in STANAG 6001.

The criteria for the selection of students for exchange duty will be determined by their Parent Academy/University. Each Host Academy/University will provide its counterpart all necessary information on academic programs to assist in the selection of students.

ARTICLE VI

6.1 For each exchange student, an academic program will be established. Both academic institutions will approve of the content of this academic program and recognize the academic performance achieved at the respective other Academy/University. Exchange students will, in accordance with the regulations of the Host Party, participate in all appropriate training given to their class counterparts of the Host Party. At the end of each exchange semester, the host Academy/University will prepare and forward, in the formats agreed upon by the Registrars of each Academy/University, the following documents to the Parent Academy/University:

6.1.1 A report of academic work completed by the exchange students;

6.1.2 An evaluation of the exchange student's overall performance.

ARTICLE VII

Throughout the entire exchange period, the US students will be subject to the authority of the United States Naval Attaché in Germany; the German students will be subject to the Chief of Staff, German Armed Forces Command, United States and Canada. The Parent Party will ensure that each student has all the documentation required in accordance with Article III of the NATO SOFA, at the time of entry of or exit from the Host Nation.

ARTICLE VIII

Exchange students may be granted leave according to their entitlements under the regulations of the Parent Party, provided such is approved by the Parent Party and coordinated with the proper authorities of the Host Nation. In accordance with the regulations of the Parent Party, exchange students may, as a general rule, observe the holiday schedules of both Parties. German exchange students abroad will observe the holiday schedule in accordance with No. 56 of the Implementing Provisions to Section 8 of the Leave Regulations for Military Personnel.

ARTICLE IX

Exchange students will comply with all applicable laws, regulations, policies and procedures of the Parent Party. Article VII of the NATO SOFA will govern criminal jurisdiction arising from the application of this MOA. Exchange students will respect the laws, regulations, policies and procedures of the Host Nation and abstain from any activity inconsistent with the spirit of this MOA. In the case of an exchange student violating the laws and other regulations of the Host Party, the exchange program may be terminated. The Academy/University will not be authorized to take disciplinary action against the exchange student. This will remain the responsibility of the administrative superiors mentioned in Article VII.

ARTICLE X

Exchange students will comply with the security regulations of the Parent Party. The use of classified documents will be bound by the provisions set forth in the General Security of Military Information Agreement (GSOMIA) of 23 December 1960 and any other applicable intergovernmental agreement between the Parties.

ARTICLE XI

To the extent permitted by the laws and regulations of the Parent Party, exchange students will receive military, medical and dental services on a reciprocal basis subject to the Agreement between the Federal Minister of Defense of the Federal Republic of Germany and the Secretary of Defense of the United States of America concerning Health Care for Members of the Armed Forces and their Dependents of 8 April 1992 (extended on 10 February 2004). In accordance with this Agreement, the costs of certain medical services specified therein are subject to reimbursement and/or must be borne directly by the exchange student. The Parent Academy/University will ensure that exchange students are in good physical shape before they depart for their exchange program.

ARTICLE XII

In accordance with the regulations of the Host Party, exchange students will wear the national service clothing that most closely conforms to the Host Party's service clothing prescribed for the particular training or occasion. The wearing of civilian clothing will comply with the regulations and customs of the Host Academy/University.

ARTICLE XIII

13.1 During the exchange period, students themselves will bear the costs of the following:

13.1.1 Leisure activities during leave, including sporting activities;

13.1.2 Activities of the class in which the exchange students are integrated.

ARTICLE XIV

Article VIII of the NATO SOFA will govern claims arising from the application of this MOA.

ARTICLE XV

Exchange students are authorized to use or operate private vehicles, provided that they obtain motor vehicle liability insurance coverage in accordance with the applicable laws and regulations of the Parent Party and hold the prescribed drivers license. In the Federal Republic of Germany, the regulations governing the use of special license plates for private vehicles of members of the US military must be observed. The foregoing is without prejudice to the provisions of Article IV of the NATO SOFA.

ARTICLE XVI

16.1 Reaffirming the provisions in Articles X and XI of the NATO SOFA pertaining to exemptions from personal taxation, duties and other similar charges, exchange students are exempt from:

16.1.1 Any tax by the Host Party upon personal income received from the Parent Party (pay including foreign duty pay);

16.1.2 Any customs, import duty, or similar charge upon articles brought into the Host Nation in connection with their official or personal use, including baggage and other personal effects.

ARTICLE XVII

If, due to serious violations of any kind, the officials of the Host Academy/University believe that an exchange student should be returned to the Parent Academy/University, the Host Academy/University will submit a request in this respect to the administrative superior of the Parent Party specified in Article VII. The administrative superior will arrange the return of the student in coordination with the Parent Academy/University.

ARTICLE XVIII

Each Academy/University may terminate an exchange student's participation in the exchange at the Host Academy/University in writing, stating the reason.

ARTICLE XIX

19.1 The Parent Party will, in accordance with its relevant regulations, defray the following costs and expenses on behalf of the students it assigns:

19.1.1 Pay, remuneration, customary allowances, travel and relocation expenses, family separation allowances and compensations;

19.1.2 Repatriation and funeral costs as well as other expenses incurred in case of the death of a student;

19.1.3 Expenses incurred in connection with special services rendered during the period of assignment of the exchange students on behalf of the Parent Party;

19.1.4 This a reciprocal exchange. The Host Party will provide the hosted exchange student accommodations normally provided to their respective students, including;

19.1.5 Quarters, bedding and blankets;

19.1.6 Subsistence;

19.1.7 Other services rendered in connection with accommodation and subsistence.

19.2 The Host Party will ensure that official libraries and other facilities required for exchange students to carry out their tasks can be used free of charge.

19.3 Unless otherwise stated in this MOA, the subsistence costs incurred by the families of the students will be borne by the students themselves in accordance with the rules and regulations of the Parent Party. The same will apply to the replacement of lost or damaged service clothing and items of personal equipment of the exchange students.

ARTICLE XX

20.1 Exchange students will undertake any travel officially necessary in compliance with the instructions of the respective training establishment.

20.2 Exchange students will, on their own responsibility, comply with the relevant regulations of the Parent Nation.

ARTICLE XXI

Disagreements regarding the interpretation or implementation of this MOA will be resolved by consultations between the Parties and will not be referred to third parties or an international tribunal for settlement.

ARTICLE XXII

This MOA will remain in effect for a period of six months. The Parties desire to establish an extended student exchange program and agree to negotiate a long term exchange agreement as soon as possible. This MOA may be amended or extended by mutual written agreement between the Parties. It may be terminated by either Party upon written notice two months prior to the beginning of an exchange. Neither a Party's termination of the exchange with regard to any of its exchange students under the provisions of Article XVIII or its failure to participate, for reasons of national security or other necessity, in an annual exchange program during the term of this MOA will, by itself, constitute a termination of the MOA. This MOA will enter into force and effect upon the date on which the last signature is affixed below.

For the Federal Ministry of Defense of the
Federal Republic of Germany:

For the Department of the Navy of the
United States of America:

R.G. Grosskraumbach
Rainer-Georg Grosskraumbach
President of the Federal Office of Defence
Administration

J. H. Fowler
J. H. Fowler
Vice Admiral, US Navy
Superintendent

~~July 26, 2007~~
DATE

Bonn, August 27, 2007
DATE

July 26, 2007
DATE