AGREEMENT BETWEEN

THE UNITED STATES NAVY

AND

THE NAVY OF THE REPUBLIC OF COLOMBIA

REGARDING THE ASSIGNMENT OF
LIAISON OFFICERS

Certified to be a True Copy

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AND
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Preamble

The United States Navy and the Navy of the Republic of Colombia, each referred to herein individually as a "Party" and together as the "Parties", desiring to establish formal liaisons between the Parties, hereby agree to the following terms and conditions regarding the assignment of naval officers to serve as Liaison Officers between the Parties, within their government facilities.

Article I
Definitions

In addition to any terms defined in other provisions of this Agreement, 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 U.S. Navy official designated in writing to oversee and control all contacts, requests for information, consultations, access, and other activities of Colombian Liaison Officers who are assigned to, or are visiting, The United States Navy, its components or subordinate organizations.

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 Article III.

1.6 "International Visits Program (IVP)" will mean the program established to process visits by, and assignments of, foreign representatives to United States Navy its components and 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 "Liaison Officer" will mean a naval officer from the Parent Party who, upon approval or certification of the Host Party or Host 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' Governments.

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

1.9 "Parent Party" will mean the Party that assigns a Liaison Officer pursuant to Article III.

Article II
Scope

2.1 During the term of this Agreement, subject to the agreement of the Parties, each Party may assign personnel from its armed forces to serve in the capacity of Liaison Officer to the other Party in accordance with the terms of this Agreement.

2.2 The establishment of each Liaison Officer position under this Agreement will be based upon the demonstrated necessity of and the mutual benefit of, the contribution of 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 and is of mutual benefit to the Parties. The Parties agree that a Liaison

Officer position will be subject to elimination when it is no longer required or is no longer of mutual benefit to either Party.

2.3 The commencement of the tour of duty of a Liaison Officer will be subject to all requirements imposed by the Host Party or its Government regarding formal certification or approval of Liaison Officers. The Liaison Officer's services assigned by their Parent Party to work in locations within the United States will be requested pursuant to the International Visits Program (IVP), as defined in Paragraph 1.6 of this Agreement.

2.4 Unless otherwise agreed, the normal tour of duty for a Liaison Officer will be two years.

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

Article III
Duties and Activities

3.1 The Liaison Officer will represent the Parent Party before the Host Party. The Liaison Officer will not perform duties that the Host Government, by law or regulation, reserves to its own officials or employees, nor will the Liaison Officer provide any labor or services for the Host Government or its agencies, including the Host Party.

3.2 The Liaison Officer is required to comply with all 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 take the necessary measures to ensure that activities are consistent with the requirements and the purposes of this Agreement.

3.3 The Liaison Officer will request access to Host Party facilities by submitting a request to the Contact Officer. Access to Host Party facilities will be granted if such access promotes the purposes of this Agreement, if it is consistent with the terms of any applicable certification or approval properly issued by the Host Government, and if it is authorized in accordance with the applicable policies, procedures, laws and regulations of the Host Government. Approval of such requests will be at the discretion of the Host Party. All requests for access that exceed the terms

of any applicable certification or approval will be submitted through the International Visits Program (IVP). By the end of the current Agreement, the Office of International Programs (IPO) of the United States Navy will prepare documents detailing Disclosure of Information, which will govern the access of the Liaison Officer to the controls, installations and classified material. In its case, the Colombian homologous office will carry out the same procedure.

3.4 The Liaison Officer will not be granted access to technical data or other information of the Host Party, whether it is classified or not classified, except as authorized by the Host Party, and only to the extent necessary to fulfill the Liaison Officer's functions under this current Agreement.

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 confidential information provided to the Parent Government. The Liaison Officer will not divulge or release such information to any other person, firm, institution, or government without the prior written authorization to do so from the Host Government. Disclosure of information to the Liaison Officer will not be considered as a license or authorization to use such information for any purpose other than the purposes described in Article 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 on duty assignments in which direct hostilities with forces of third countries are likely to occur or have commenced, unless approved in writing by the Parent Party and Host Party.

3.8 The Liaison Officer will be required to comply with the uniform regulations of the Parent Party but, by prior request 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 uniform for any occasion will be that which most closely conforms to the level of service of the United States Navy or its Colombian homologue. The Liaison Officer will be required to comply with the customs of the Host Party with respect to the wearing of civilian clothing.

3.9 Prior to the commencement of a Liaison Officer's service tour, the Parent Party will notify the Host Party of the specific Parent Party organization that will exercise operational control over the Liaison Officer and, if it were to be different, the Parent Party organization that will provide secretarial support, as well the dependents in the Liaison Officer's care.

3.10 At the end of a Liaison Officer's service tour, or as otherwise agreed upon by the Parties, the Parent Party may substitute the Liaison Officer with another naval officer who meets the conditions of this current Agreement.

Article IV
Financial Arrangements

4.1 The Parent Party will bear all costs and expenses of the Liaison Officer, including:

4.1.1 All wages and benefits.

4.1.2 All travel by the Liaison Officer and the Liaison Officer's dependents, such as, travel to and from the country of the Host Party.

4.1.3 The cost and expenses associated with the assignment or placement of the Liaison Officer and the Liaison Officer's dependents within the Host Party's country, which includes office space, secretarial support, housing, food, medical and dental services, unless otherwise specifically stated in a pertinent international agreement.

4.1.4 Compensation for loss of the Liaison Officer's personal property or the property of the Liaison Officer's dependents, or damages suffered due to such loss.

4.1.5 The transportation of the Liaison Officer and the Liaison Officer's dependents household goods.

4.1.6 Preparation and shipment of remains and funeral expenses in the case of death of the Liaison Officer or a Liaison Officer dependent.

4.1.7 Formal and informal training of the Liaison Officer, in addition to orientation briefings

about the Host Party requirements that are provided by the Contact Officer.

4.1.8 All expenses related to the return of the Liaison Officer and the Liaison Officer's dependents, after having completed the tour of service or as a result of termination of the tour of service.

4.2 The Host Party will provide the Liaison Officer with office facilities, equipment, supplies and services that the Liaison Officer may need to comply with this current Agreement, 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. Where the United States Navy is the Host Party, reimbursement for such facilities, equipment, supplies, and services will be made through Foreign Military Sales (FMS).

Article 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 the Liaison Officer will require to allow 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 the Liaison Officer's assignment, the provisions of this Article and any other agreement between the Parties or their Governments concerning access to such information and facilities. In addition, access will at all times be limited to the minimum required to accomplish the purposes of this current Agreement; and, at its discretion, the Host Party can prohibit the Liaison Officer's right of access to any of the Host Party facilities or request that such access be supervised by Host Party personnel.

5.2 Each Party will present/submit its security commitments through the Colombian Embassy in Washington, D.C., in the case of Colombian personnel, and through the U.S. Embassy in Bogotá in the case of United States personnel, stating the security clearances for the Liaison Officer being assigned by such Party. The security assurances will be prepared in accordance with the procedures established by the Host Party and will be forwarded through prescribed channels in

compliance with stipulated Host Party procedures. For the United States, the prescribed channel is the International Visits Program (IVP), as defined in paragraph 1.6 of this current Agreement.

5.3 The Parent Party will ensure that each Liaison officer assigned is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, practical knowledge, and trade secrets), classified information and controlled unclassified information that is disclosed to the Liaison Officer. The Liaison Officer must be in compliance both during and after completion of an assignment as a Liaison Officer. Prior to undertaking the assigned duties, the Colombian Liaison Officer will be required to sign the certification included in Annex A. Only the naval officers that execute this certification will be authorized to serve as Liaison Officers with the United States Navy.

5.4 The Parent Party will ensure that the Liaison Officer complies, at all times, with the security laws, regulations and procedures of the Host Government. Any violation of security procedures committed by a Liaison Officer during their assignment will be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party will remove the Liaison Officer who violates security laws, regulations, or procedures during their 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 stipulated in the letter regarding Delegation of Disclosure written by the International Programs Office (IPO) of the United States of America.

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 certification of the Liaison Officer awarded by the Host Party and it is requested in writing by the Parent Government, under the following conditions:

5.6.1 Courier. The Liaison Officer will be able to take custody of Classified Information to perform courier functions, when authorization to do so is

certified by the Liaison Officer, as awarded by the Host Party. The Classified Information will be packaged and receipted for in compliance with the 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 that the Host Party continues to have the responsibility of the security of the container and its contents, as well as control of the container.

Article 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 the naval officer.

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

6.3 Tax exemptions, customs or importation duties, or similar charges granted the Liaison Officer or the Liaison Officer's dependents will be governed by applicable internal laws and regulations or by international agreement between the Host Government and the Parent Government.

6.4 If the Host Party provides the Liaison Officer with an office, 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 of any absences of the Liaison Officer as far in advance as possible.

6.6 The Liaison Officer and the 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 Parties, the Liaison Officer and the dependent's entitlements will be specified. For 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 in military facilities, on a reimbursable basis. Where military facilities are not available, the Liaison Officer will be responsible for all medical and dental costs incurred by self and dependents. The Parent Party will ensure that the Liaison Officer and dependents are physically fit prior to the Liaison Officer's tour of duty. The Parent Party will have the responsibility of familiarizing itself with the medical and dental services the Liaison Officer and dependents will have available, and the costs of, and the procedures for use of such services.

6.7 The Liaison Officer and dependents may be allowed the use of military commissaries, exchanges, theaters, and participate in morale, welfare, and recreational 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 the Host Party does not provide housing and messing facilities, 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 carry 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. Unless exempted under an applicable international agreement between the Parties, the Liaison Officers and authorized dependents entering the United States of America will be required to comply with United States Customs Regulations.

6.10 The Parent Party will ensure that the Liaison Officer and dependents 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 of any political subdivisions of the

country of the Host Party in which the Liaison Officer and dependents are located.

Article 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 Agreement, 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 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 justify its request for removal 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 The Liaison Officers will not exercise any supervisory or disciplinary authority over the Host Party military or civilian personnel.

Article VIII
Settlement of Disputes

8.1 Disputes arising under or relating to this current Agreement 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.

Article IX
Entry into Force, Amendment, Duration and Termination

9.1 All obligations of the Parties under this current Agreement will be subject to national laws and the availability of appropriated funds for such purposes.

9.2 The Parent Party will ensure that the Liaison Officer complies with all related obligations and restrictions applicable to the Liaison Officer in accordance with this current Agreement.

9.3 This current Agreement may be amended by the mutual written consent between the Parties.

9.4 This current Agreement may be terminated at any time by written mutual agreement from both Parties. Either Party may terminate this current Agreement upon written notification to the other Party one hundred and eighty (180) days prior to the termination of this Agreement. Both Parties will consult with each other prior to the date of termination.

9.5 In the event of incompatibility between the terms of this current Agreement and the terms of an applicable Letter of Offer and Acceptance (LOA), the terms of the LOA will prevail. Any Letter of Offer and Acceptance (LOA) associated with or related to this current Agreement will be terminated in accordance with its terms.

9.6 The respective rights and responsibilities of the Parties under Article V (Security) will continue, notwithstanding the termination or expiration of this current Agreement.

9.7 No later than the effective date of expiration or termination of this current Agreement, each Party will remove their Liaison Officers and such Liaison Officers' dependents from the territory of the other Party and pay any money owed to the other Party under this current Agreement. Any costs or expenses for which a Party is responsible pursuant to Article IV of this current Agreement, but which were not billed in sufficient time to permit payment prior to termination or expiration of this current Agreement, will be paid promptly, after such bill is received.

9.8 This current Agreement supersedes any and all prior agreements regarding Liaison officers entered into by the Parties or their organizations, units, or agencies.

9.9 This current Agreement will enter into force upon the signature and date by both Parties. This current Agreement will remain in force for ten (10) years, and may be extended by written mutual agreement of the Parties.

9.10 This current Agreement consists of nine (9) Articles and an Annex.

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

DONE in Bogotá, Colombia this_____day of _____2005, in Spanish and English, in text equally authenticated.

ON BEHALF OF
The United States Navy:

John G. Morgan, Jr.
Vice Admiral, United States Navy
Deputy Chief of Naval Operations for Information, Plans and Strategy (N3/N5)

Washington, D.C.

15 July 2005
Dated:

ON BEHALF OF
The Navy of the Republic of Colombia:

Almirante Mauricio Soto Gómez
Comandante de la Armada de la República de Colombia

Bogotá, Colombia

26-oct-2005
Dated:

ANNEX A
CERTIFICATION

[Date (day month year)]

Section I
Liaison Officer
Legal Status of Certification

As a representative of the the Navy of the Republic of Colombia, under the auspices of an Extended Visit Authorization to the United States Navy, I am subject to the jurisdiction of United States federal, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the Liaison Officer position does not bestow diplomatic or other special privileges.

Section II
Liaison Officer
Conditions of Certification

(1) **Responsibilities:** I understand that my activities will be limited to the representational responsibilities of my government and that I am expected to present the views of my government with regard to the issues which my government and the U.S. Government have a mutual interest. I will not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government.

(2) **Costs:** I understand that all costs associated with my duties as a Liaison Officer will be the responsibility of my government, including, but not limited to, travel expenses, housing, and alimentation.

(3) **Extensions and Revalidation:** I understand that if my government desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request will be submitted not later than 30 days prior to the expiration date of the current Extended Visit Authorization.

(4) **Contact Officer:** I understand that when the certification process is completed, a Contact Officer(s) will be assigned to sponsor me during my visit to the Commander U.S. Naval Forces Southern Command. I further understand that I will coordinate, through my Contact Officer, all requests for information, visits, and other business that fall under the terms of my certification. I also understand that requests for information that are beyond the terms of my

certification will be made through the United States Navy Attaché.

(5) **Other Visits:** I understand that visits to facilities for which the purpose does not directly relate to the terms of my certification will be made through the United States Navy Attaché.

(6) **Uniform:** I understand that I will wear my national uniform when conducting business at Commander, U. S. Naval Forces Southern Command or other United States Department of Defense facilities, unless otherwise directed. I will comply with my Parent Government's service uniform regulations.

(7) **Duty Hours:** I understand that my duty hours will be comparable to those established by Commander, U.S. Naval Forces Southern Command. Should I require access to my work area during non-duty hours, I am required to request authorization from my Contact officer. I further understand that it is necessary to assign a United States Navy escort officer to me during my non-duty access. Any cost incurred as a result of such non-duty access may be reimbursable to the United States Government.

(8) **Security:**

a. I understand that access to U.S. Government information will be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of a Liaison Officer. I also understand that I may not have unsupervised access to U.S. Government computer systems, unless the information accessible by the computer is releasable to my government in accordance with applicable U.S. law, regulations and policy.

b. All information to which I may have access during my certification will be treated as information provided to my government in confidence and will not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the United States Government.

c. Should I obtain or become knowledgeable of United States Government information for which I am not authorized to have access, I will immediately report it to my Contact Officer. I further agree that I will report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.

d. If required, I will display a security badge on my outer clothing so that it is clearly visible. Commander U. S. Naval Forces Southern Command will supply this badge.

(9) **Compliance:** I have been briefed on, fully understand, and will comply with the terms and conditions of my certification. Failure to comply with this certification may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other government-to-government agreements.

(10) **Definitions of Terms:** Terms not defined herein will have the definitions ascribed to them in the applicable Agreement governing my assignment as a Liaison Officer.

Section III
Liaison Officer
Terms of Certification

(1) **Contact Officer:** I understand a command Contact Officer will be assigned.

(2) **Certification:** I am certified before Commander, U. S. Naval Forces Southern Command in support of the following programs, matters, etc.: The programs, matters and materials that have been approved in accordance with Commander, U. S. Naval Forces Southern Command Liaison Officer's Program.

(3) **Travel:** I am authorized to visit the following locations in accordance with the conditions of my certification, with the authorization of my Contact Officer: the commands, installations and localities that are approved in accordance with Commander, U. S. Naval Forces Southern Command Liaison Officer's Program.

Section IV
Liaison Officer
Certification of In-Briefing

I, ***(NAME OF LIAISON OFFICER)***, understand and acknowledge that I have been certified as a Liaison Officer to Commander, United States Naval Forces Southern Command, as agreed upon between the Navy of the Republic of Colombia and the United States Navy. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I

further acknowledge that I will comply with the conditions and responsibilities of my certification.

_____
(SIGNATURE OF LIAISON OFFICER)

_____
(Name of LIAISON OFFICER)

_____
(RANK OF LIAISON OFFICER)

_____
(DATE)

_____
(SIGNATURE OF BRIEFER)

_____
(TYPED NAME)

_____
(LOCATION)