

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE**  
**UNITED STATES DEPARTMENT OF DEFENSE**  
**AND**  
**THE**  
**MINISTRY OF DEFENCE OF THE KINGDOM OF SPAIN**  
**REGARDING**  
**THE ASSIGNMENT OF**  
**LIAISON OFFICERS TO THE U.S. JOINT FORCES COMMAND**

City/County of Norfolk  
Commonwealth of Virginia  
I certify this to be a complete, exact and true  
copy of the original document. Certified this  
29<sup>th</sup> day of JUNE, 2007  
Maxime A. Garcia Notary Public  
My commission expires 5 AUGUST 2008  
Notary Registration # 198975



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**ANNEX A: SPANISH LIAISON OFFICER TO USJFCOM. TERMS OF REFERENCE AND LEGAL STATUS  
OF CERTIFICATION FOR A SPANISH LIAISON OFFICER TO THE UNITED STATES JOINT FORCES  
COMMAND**

## PREAMBLE

The U.S. Joint Forces Command, on behalf of the United States Department of Defense and the Spanish Ministry of Defense (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 individuals at government facilities to serve as Liaison Officers between them.

This Agreement is established in accordance with the Agreement on Defense Cooperation (DCA), entry into force May 4, 1989, and as revised by the Protocol of Amendment dated April 10, 2002.

## ARTICLE I DEFINITIONS

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

1.1 "Classified Information" shall mean information that is generated by or for the Government of the United States of America or the Kingdom of Spain or that is under the jurisdiction or control of one of them, and which requires protection in the interests of national security and is so designated by the application of security classification markings. This information may be in oral, visual, magnetic, or in documentary form, or in the form equipment or technology.

1.2 "Contact Officer" shall mean a U.S. Department of Defense (DoD) 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 DoD Component or subordinate organization.

1.3 "Controlled Unclassified Information (CUI)" shall mean unclassified information to which access or distribution limitations have been applied in accordance with national laws and regulations. Whether the Information is provided or generated under an Agreement, the Information shall be marked to identify its "in confidence" nature. It could include information that has been declassified but remains controlled. It includes United States information that is exempt from public disclosure or subject to export controls.

1.4 "Host Government" shall mean the national Government of the Host Party.

1.5 "Host Party" shall 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)" shall mean the program established to process visits by, and assignments of, foreign representatives to United States Department of Defense (DoD) Components and Department of Defense (DoD) Contractor facilities. It is designed to ensure that Classified Information 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" shall mean a military member or civilian official of a Parent Party who, upon approval of or certification by 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" shall mean the national Government of the Parent Party.

1.9 "Parent Party" shall 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 military members of its armed forces or civilian officials of its defense establishment to serve as a 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 shall be based upon the demonstrated need for, and the mutual benefit of, this position to the Parties. Once established, each Liaison Officer position shall 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 agree that a Liaison Officer position no longer required by, or of mutual benefit to, either Party, it shall be subject to elimination after consultation.
- 2.3 Commencement of such a tour of duty by a Liaison Officer shall be subject to any requirements that may be imposed by the Host Party or the Host Government regarding formal certification or approval of Liaison Officers. Liaison Officers to be assigned by their Parent Party to locations in the United States shall be requested pursuant to the International Visits Program (IVP), as defined in Article 1.6 of this Agreement.
- 2.4 Unless otherwise agreed, the normal tour of duty for a Liaison Officer shall be three years.
- 2.5 An individual may serve as a Liaison Officer to only one major military command of the Host Party at any point in time.

## **ARTICLE III DUTIES AND ACTIVITIES**

- 3.1 The Liaison Officer shall represent the Parent Party to the Host Party. The Liaison Officer shall not perform duties reserved by the laws or regulations of the Host Government to officers or employees of the Host Government, nor shall 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 shall be required to comply with all applicable Host Government policies, procedures, laws and regulations. The Host Party shall 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 Agreement. The Liaison Officer shall execute the certification at Annex A prior to assuming his/her position.
- 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 Agreement, 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 shall be at the discretion of the Host Party. Any request for access that exceeds the terms of an applicable certification or approval shall be submitted through the IVP.
- 3.4 The Liaison Officer shall 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 shall be treated as information provided in confidence to the Parent Government and shall 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 shall not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in Article II of this Agreement.

3.6 The Liaison Officer shall not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so in writing by both the Host Party and the Parent Party.

3.7 The Host Party shall 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, in writing, by the Parent Party and Host Party.

3.8 The Liaison Officer shall be required to comply with the dress regulations of the Parent Party but, if requested by the Host Party, shall 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 shall 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 shall 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 shall notify the Host Party of the specific Parent Party organization that shall exercise operational control over the Liaison Officer and, if different, the Parent Party organization that shall 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 Article 2.2 of the Agreement, replace the Liaison Officer with another individual who meets the requirements of this Agreement.

#### **ARTICLE IV FINANCIAL ARRANGEMENTS**

4.1 The Parent Party shall 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, housing, messing, and medical and dental services, unless specifically stated otherwise in an applicable international agreement;

4.1.4 Compensation for loss of, or damage to, the personal property of the Liaison Officer, or 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 the Liaison Officer's dependents;

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 and the Liaison Officer's dependents whose assignment has ended or been terminated.

4.2 The Host Party shall provide such office facilities, equipment, supplies, and services as may be necessary for the Liaison Officer to fulfill the purposes of this 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. When the United States is the Host Party, reimbursement for such facilities, equipment, supplies, and

services shall be made through Foreign Military Sales (FMS) or use of an Acquisition and Cross-Servicing Agreement (ACSA).

## **ARTICLE V SECURITY**

5.1 The Host Party shall establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or Controlled Unclassified Information to the Liaison Officer shall be permitted. The Host Party shall 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 shall 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. Further, access shall at all times be limited to the minimum required to accomplish the purposes of this Agreement, and, at its discretion, the Host Party may prohibit the Liaison Officer's right of access to any Host Party facility or computer system or require that such access be supervised by Host Party personnel. Nothing in this Agreement shall be construed by the Parties to authorize unfettered access to Classified Information or Controlled Unclassified Information residing in the Host Party's facilities or computer systems.

5.2 Each Party shall cause security assurances to be filed, through the Embassy of Spain in Washington, DC, in the case of Spanish personnel, and through the U.S. Embassy in Madrid in the case of U.S. personnel, stating the security clearances for the Liaison Officer being assigned by such Party. The security assurances shall be prepared and forwarded through prescribed channels in compliance with established Host Party procedures. For the United States, the prescribed channels shall be the IVP, as defined in Article 1.6 of this Agreement.

5.3 The Parent Party shall ensure that each assigned Liaison Officer is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of intellectual property rights (such as patents, copyrights, know-how, and trade secrets), Classified Information, and Controlled Unclassified Information disclosed to the Liaison Officer. This obligation shall 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 shall be required to sign the appropriate certification in Annex A to this Agreement. Only individuals who execute the appropriate certification shall be permitted to serve as Liaison Officers with the U.S. Joint Forces Command.

5.4 The Parent Party shall 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 the Liaison Officer's assignment shall be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party shall remove any Liaison Officer who violates security laws, regulations, or procedures during the Liaison Officer's assignment.

5.5 All Classified Information made available to the Liaison Officer shall be considered Classified Information furnished to the Parent Party, and shall be subject to all provisions and safeguards provided for under the General Security of Military Information Agreement with Protocol on Security Procedures for Industrial Operations appendices, signed and entered into force on March 12, 1984.

5.6 The Liaison Officer shall 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 shall 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 remain with the Host Party.

## **ARTICLE VI TECHNICAL AND ADMINISTRATIVE MATTERS**

- 6.1 The Host Party's certification or approval of an individual as a Liaison Officer shall not bestow diplomatic or other special privileges upon that individual.
- 6.2 To the extent authorized by the laws and regulations of the Host Government, and in accordance with Article IV of this 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 Exemption from taxes, customs or import duties, or similar charges for the Liaison Officer or the Liaison Officer's dependents shall be governed by applicable laws, regulations, or international agreements or arrangements 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 shall determine the normal working hours for the Liaison Officer. Access outside of normal working hours shall be coordinated through the Host Party Contact Officer to the Command's Security Officer.
- 6.5 The Parent Party shall ensure that the Host Party is informed as far in advance as possible of any absences of the Liaison Officer, including vacation periods.
- 6.6 The Liaison Officer and the Liaison Officer's authorized dependents shall be provided care in military medical and dental facilities to the extent permitted by applicable national law, policy, and international agreement. Where a reciprocal agreement for health care exists between the Parties, the access entitlement of the Liaison Officer and the Liaison Officer's authorized dependents is specified. A Liaison Officer and the Liaison Officer's authorized dependents 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 shall be responsible for all medical and dental costs incurred by the Liaison Officer and the Liaison Officer's dependents. The Parent Party shall ensure that the Liaison Officer and the Liaison Officer's authorized dependents are physically fit prior to the Liaison Officer's tour of duty, including screening for serological evidence of Human Immunodeficiency Virus (HIV) and be free of communicable diseases or other medical or dental defects that may require extensive treatment or hospitalization. The Parent Party shall be responsible for familiarizing itself with the medical and dental services available to the Liaison Officer and the Liaison Officer's authorized dependents, and the costs of, and the procedures for use of such services.
- 6.7 The Liaison Officer and the Liaison Officer's authorized 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, and any applicable international agreements or arrangements to which the Host and Parent Parties are party.
- 6.8 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Parties, the Host Party may provide, if available, housing and messing facilities for the Liaison Officer and the Liaison Officer's authorized 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 shall use reasonable efforts to assist the Parent Party to locate such facilities for the Liaison Officer and the Liaison Officer's authorized dependents.
- 6.9 The Parent Party shall ensure that the Liaison Officer and the Liaison Officer's authorized dependents have 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. Liaison Officers and the Liaison Officer's authorized dependents entering the United States shall be required to comply with United States Customs Regulations.

## **ARTICLE VII DISCIPLINE AND REMOVAL**

7.1 Except as provided in Article 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 shall the Host Party exercise disciplinary authority over the Liaison Officer's authorized dependents. The Parent Party, however, shall 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 shall 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 shall remove the Liaison Officer or the Liaison Officer's authorized dependents from the territory of the Host Government. The Host Party shall provide an explanation for its removal request, but a disagreement between the Parties concerning the sufficiency of the Host Party's reasons shall not be grounds to delay the removal of the Liaison Officer or the Liaison Officer's authorized dependents. In such a case, a replacement officer will be coordinated between the Parties.

7.3 Liaison Officers will be accorded the privileges and immunities as described in the NATO Status of Forces Agreement dated June 19, 1951 and in Chapter V of the DCA.

7.4 A Liaison Officer shall not exercise any supervisory or disciplinary authority over military or civilian personnel of the Host Party.

## **ARTICLE VIII CLAIMS**

8.1 Claims against either Party or its personnel shall be dealt with in accordance with the terms of Article VIII of the NATO Status of Forces Agreement, dated June 19, 1951 (NATO SOFA) and the DCA.

8.2 The Parent Party shall ensure that the Liaison Officers and the Liaison Officer's authorized dependents obtain motor vehicle liability insurance coverage for their private motor vehicles in accordance with applicable laws, regulations, and policies of the Host Party, or the political subdivision of the country of the Host Party in which the Liaison Officer and Liaison Officer's dependents are located. In cases of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

## **ARTICLE IX SETTLEMENT OF DISPUTES**

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

**ARTICLE X.  
ENTRY INTO FORCE, AMENDMENT, DURATION, AND TERMINATION**

10.1 All obligations of the Parties under this Agreement shall be subject to applicable national laws and regulations, and the availability of appropriated funds for such purposes.

10.2 The Parent Party shall ensure that the Liaison Officer complies with all obligations and restrictions applicable to the Liaison Officer under this Agreement and Annex A to this Agreement.

10.3 This Agreement may be amended by the mutual written agreement of the Parties.

10.4 This Agreement may be terminated at any time by written agreement of the Parties. In the event both Parties agree to terminate this Agreement, the Parties shall consult prior to the date of termination.

10.5 Either Party may terminate this Agreement upon one hundred eighty (180) days written notification to the other Party.

10.6 In the event of conflict between the terms of this Agreement and the terms of an applicable Letter of Offer and Acceptance (LOA), the terms of the LOA shall control. Any LOAs associated with or related to this Agreement shall be terminated in accordance with its terms. In the event of conflict between an Article of this Agreement and any Annex to this Agreement, the Article shall control.

10.7 The respective rights and responsibilities of the Parties under Article V (Security) shall continue in effect, notwithstanding the termination or expiration of this Agreement.

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

10.9 This Agreement shall supersede any and all prior agreements regarding Liaison Officers entered into by the Parties or their subordinate organizations, units, or agencies.

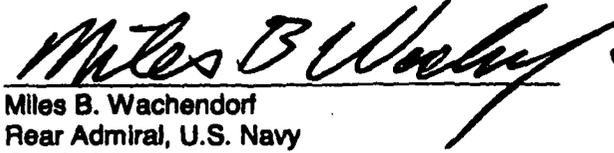
10.10 This Agreement shall enter into force upon signature by both Parties. This Agreement shall remain in force for ten (10) years, and may be extended by written agreement of the Parties.

10.11 This Agreement consists of ten (10) Articles and one (1) Annex.

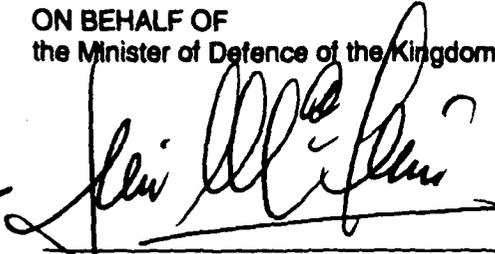
IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

ON BEHALF OF  
The United States Joint Forces Command

ON BEHALF OF  
the Minister of Defence of the Kingdom of Spain



Miles B. Wachendorf  
Rear Admiral, U.S. Navy  
Chief of Staff  
Norfolk, VA, USA  
Dated: 20 JUN 07



José María Terán Elices  
Admiral, Spanish Navy  
Chief of the Defense Joint Staff  
Kingdom of Spain  
Norfolk, VA, USA  
Dated: 19 JUN 07

## **ANNEX A-CERTIFICATION**

### **ARTICLE I**

#### **TERMS OF REFERENCE AND LEGAL STATUS OF CERTIFICATION FOR A SPANISH LIAISON OFFICER TO THE UNITED STATES JOINT FORCES COMMAND**

As a representative of the Spanish Armed Forces under the auspices of an Extended Visit Authorization to the United States Joint Forces Command (USJFCOM), Suffolk, Virginia, 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 that I may have been granted. I understand that my acceptance of the Liaison Officer position does not bestow upon me diplomatic or other special privileges.

### **ARTICLE II**

#### **LIAISON OFFICER CONDITIONS OF CERTIFICATION**

- 1) **Responsibilities:** I understand that my activities shall be limited to the representational responsibilities of the Spanish Armed Forces and that I am expected to present the views of the Spanish Armed Forces with regard to the issues in which the Spanish Armed Forces and the USJFCOM have a mutual interest. I shall not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government.
  - a.) My primary function as a Spanish Liaison Officer is to serve as a special advisor to the USJFCOM. As such, I will act as the principal point of contact for all elements of the USJFCOM with the Spanish Armed Forces and the Embassy of Spain, Washington, DC.
  - b.) I will also perform other functions as may be authorized by the USJFCOM, as they pertain to duties and activities in Article III of the Memorandum of Agreement between the United States Department of Defense and the Ministry of Defence of the Kingdom of Spain regarding the Assignment of Liaison Officers to the U.S. Joint Forces Command, including:
    - i) Advising the USJFCOM on Spanish Armed Forces defense issues, doctrine, and related subjects;
    - ii) Serving as a guest lecturer and participating in appropriate seminars and professional military education; and
    - iii) Facilitating Spanish Armed Forces VIP visits to USJFCOM including the preparation and translation of briefs presented during the visit.
- 2) **Costs:** I understand that all costs associated with my duties as a Liaison Officer shall be the responsibility of the Spanish Armed Forces, including, but not limited to, travel, office space, clerical services, housing, household utilities (i.e., water, sewage, electricity, and gas if off base housing is required) messing, and medical and dental services.

- a) I understand the U.S. Government is not responsible for compensation for loss of, or damage to, uniforms or other personal equipment or property.
  - b) I understand I must purchase my own personal transportation to perform my responsibilities effectively as outlined in Article II, paragraph 1 of this Annex.
  - c) I understand that medical and dental services may be available only on an emergency and space available basis and subject to reimbursement by the Spanish Armed Forces.
  - d) I understand that U.S. Government housing may be provided on a space-available basis and will be paid for by the Spanish Armed Forces.
- 3) **Personal Conduct:** I understand that I am responsible for my personal conduct and the conduct of my authorized dependents in accordance with the Host Government Federal, state, and as appropriate, military laws and regulations, including USJFCOM facilities regulations. Failure to comply with these laws and regulations will subject me to the provisions of Article VII of this Agreement governing my assignment as a Liaison Officer. I understand my Contact Officer will brief me on all Host Government Federal, state, and, as appropriate, military laws and regulations, including the restriction on importing or carrying personal weapons in the United States, as well as while working at USJFCOM facilities.
  - 4) **Extensions and Revalidation:** I understand that if the Spanish Armed Forces desire to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request shall be submitted not later than 30 days prior to the expiration date of the current Extended Visit Authorization.
  - 5) **Contact Officer:** I understand that when the certification process is completed, a Contact Officer shall be assigned to sponsor me during my visit to USJFCOM. I further understand that I shall coordinate through my Contact Officer all requests for information, visits, and other business that falls under the terms of my certification. I also understand that requests for information that are beyond the terms of my certification shall be made through the Office of the Defense Attache, Embassy of Spain, in Washington, DC.
  - 6) **Other Visits:** I understand that visits to facilities for which the purpose does not directly relate to the terms of my certification shall be made through the Office of the Defense Attaché, Embassy of Spain, Washington, DC.
  - 7) **Uniform:** I understand that I shall wear my national uniform when conducting business at USJFCOM or other U.S. Department of Defense facilities, unless otherwise directed. I shall comply with the Spanish Armed Forces service uniform regulations.
  - 8) **Duty Hours:** I understand that my duty hours are Monday through Friday, 0800-1615, following the Parent Party's holiday schedule. Should I require access to my work area during non-duty hours, I am required to request permission from my Contact Officer, who will coordinate with the Command Security Officer. I further understand that it is necessary to assign a U.S. Escort Officer to me during my non-duty access. Any incremental cost incurred by USJFCOM facilities, as a result of such non-duty access, shall be reimbursed to the U. S. Government.
  - 9) **Security:**
    - a) I understand that access to U.S. Government information shall 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 the Spanish Armed Forces in accordance with applicable U.S. law, regulations, and policy.

- b) All information to which I may have access during my certification shall be treated as information provided to the Spanish Armed Forces, in confidence, to my Government 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 U.S. Government.
  - c) I shall immediately report to my Contact Officer should I obtain or become knowledgeable of U.S. Government information for which I am not authorized to have access. I further agree that I shall 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 shall display a security badge on my outer clothing so that it is clearly visible. The U.S. Government shall supply this badge.
- 10) **Compliance:** I have been briefed on, fully understand, and shall comply with the terms and conditions of my certification. Failure to comply 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 applicable Status of Forces Agreement or other international agreements.
- 11) **Definitions of Terms:** Terms not defined herein shall have the definitions ascribed to them in the applicable Agreement governing my assignment as a Liaison Officer. I have read and understand the terms outlined in the Agreement that govern my assignment as a Liaison Officer.

### ARTICLE III

#### LIAISON OFFICER TERMS OF CERTIFICATION

- 1) **Contact Officer:** LtCol XXX has been assigned as my Contact Officer.
- 2) **Certification:** I am certified as a Liaison Officer to the U.S. Joint Forces Command in support of the following programs: Experimentation, Transformation, Interoperability, Concept Development, and other Multinational Cooperation initiatives within U.S. Joint Forces Command as mutually agreed in writing by both Participants.
- 3) **Travel:** I may conduct travel associated with Temporary Additional Duty (TAD) with the USJFCOM under the terms of my certification, with the permission of my Contact Officer and Parent Party, and at the expense of my Parent Party, to attend/observe conferences, exercises, war games, and commands as approved, in writing, by the appropriate Host and Parent Party authorities.

### ARTICLE IV

#### LIAISON OFFICER CERTIFICATION OF IN-BRIEFING

I, LtCol xxxx, understand and acknowledge that I have been certified as a Liaison Officer to the USJFCOM as agreed upon between the Spanish Ministry of Defence and the US Department of Defense. 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 shall comply with the conditions and responsibilities of my certification.

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(SIGNATURE – LtCol XXX)

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Date: XX XXX 200X

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(SIGNATURE – LtCol XXX (contact officer))

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(USJFCOM, Suffolk Va., USA)

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Date: XX XXX 200X