

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF DEFENSE
AND THE
MINISTRY OF DEFENCE
OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
REGARDING
THE ASSIGNMENT OF AN OPERATIONAL LOGISTICS
LIAISON OFFICER TO THE
UNITED STATES TRANSPORTATION COMMAND

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INTRODUCTION

The United States Transportation Command (USTRANSCOM), on behalf of the United States Department of Defense (DOD), and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland (MODUK) (each referred to individually as a "Defense Organization" and together as the "Defense Organizations"), recognising that the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces (NATO SOFA), signed at London on June 19, 1951; the Exchange of Notes constituting an Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning Defense Cooperation Arrangement done on 27 May 1993, as amended on 1 June 2007 (the Chapeau Defense Agreement); and, the General Security Agreement between the Government of the United States of America and the Government of the United Kingdom dated April 14, 1961, as amended, and including the Security Implementing Arrangement dated January 27, 2003 thereto, will apply to this Memorandum of Understanding, desiring to establish formal liaison between the Defense Organizations in connection with combined logistics efforts, mutually determine the following provisions regarding the assignment of individuals to serve as United Kingdom Operational Logistics Foreign Liaison Officers to USTRANSCOM.

SECTION I DEFINITIONS

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

1.1 "Classified Information" will mean official information that has been determined to require, in the interests of national security of the owning or releasing government of a Defense Organization, protection against unauthorized disclosure and that has been so designated by the appropriate classification authority. This will include Classified Information in any form, be it oral, visual, electronic or in the form of materiel.

1.2 "Contact Officer" will 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" will mean unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations, including information that has been declassified but remains controlled. Whether the information is provided or generated under this Memorandum of Understanding or any arrangement thereto, the information will be marked to identify its sensitive nature.

1.4 "Foreign Liaison Officer" will mean a military member of the armed forces of the United Kingdom who, upon approval of or certification by the Host Defense Organization or Government, is authorized by the Parent Defense Organization to act as its official representative

in connection with programs, projects, or arrangements of interest to the Defense Organizations' Governments.

1.5 "Host Defense Organization" will mean the national defense organization to which personnel of the Parent Defense Organization are assigned pursuant to Section III. In this MOU, the Host Defense Organization is USTRANSCOM.

1.6 "Host Government" will mean the national government of the Host Defense Organization, as well as all political subdivisions thereof. In this MOU, the Host Government is that of the United States.

1.7 "International Visits Program (IVP)" will mean the program established to process visits by, and assignments of, foreign representatives to DoD and DoD 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.

1.8 "Parent Defense Organization" will mean the defense organization of the Parent Government that assigns personnel to the Host Defense Organization under Section III. In this MOU, the Parent Defense Organization is MODUK.

1.9 "Parent Government" will mean the national government of the Parent Defense Organization, as well as all political subdivisions thereof. In this MOU, the Parent Government is that of the United Kingdom of Great Britain and Northern Ireland.

SECTION II SCOPE

2.1 During the term of this MOU, subject to the mutual concurrence of the Defense Organizations, the MODUK may assign a military member of the armed forces of the United Kingdom to serve as a Foreign Liaison Officer to USTRANSCOM in accordance with the provisions of this MOU. The military member assigned will act as the official representative to USTRANSCOM in connection with programs, projects, or arrangements of interest to the Parent Government.

2.2 The establishment of each Foreign Liaison Officer position under this MOU will be based on the demonstrated need for, and the mutual benefit of, this position to the Defense Organizations. Once established, each Foreign Liaison Officer position will be subject to periodic review by either Defense Organization to ensure that the position continues to be required by, and is of mutual benefit to, the Defense Organizations. A Foreign Liaison Officer position no longer required by, or of mutual benefit to, either Defense Organization will be subject to elimination.

2.3 Commencement of such a tour of duty will be subject to any requirements that may be imposed by USTRANSCOM or the United States Government regarding formal certification by or approval of Foreign Liaison Officers. Foreign Liaison Officers to be assigned by MODUK to locations in the United States will be requested pursuant to the IVP, as defined in Paragraph 1.7 of this MOU.

2.4 Unless otherwise mutually determined, the normal tour of duty for a Foreign Liaison Officer will be two (2) years.

2.5 At the discretion of the MODUK, the individual occupying the Foreign Liaison Officer position established pursuant to this MOU may concurrently occupy a position on the Defence Staff of the Embassy of the United Kingdom of Great Britain and Northern Ireland, located in Washington D.C. In the event a conflict should arise between the demands of the Foreign Liaison Officer position and that of the Defence Staff position, the MODUK will decide which position has priority.

SECTION III DUTIES AND ACTIVITIES

3.1 The Foreign Liaison Officer will not perform duties reserved by the laws or regulations of the Host Government to officers or employees of the Host Government, nor will the Foreign Liaison Officer provide any labor or services to the Host Government or any of its agencies, including USTRANSCOM.

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

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

3.4 The Foreign Liaison Officer will not be granted access to technical data or other information of USTRANSCOM, whether or not classified, except as authorized by USTRANSCOM, and only to the extent necessary to fulfil the Foreign Liaison Officer's functions hereunder.

3.5 All information to which the Foreign Liaison Officer is granted access while serving as a

liaison to USTRANSCOM will be treated as information provided in confidence to the Parent Government, and will not be further released or disclosed by the Foreign Liaison Officer to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the Foreign Liaison Officer will not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in Section II.

3.6 The Foreign Liaison Officer will not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized in writing to do so by the Defense Organizations.

3.7 USTRANSCOM will not place or keep a Foreign Liaison Officer in duty assignments in which direct hostilities with forces of third states are likely to occur or have commenced, unless approved by the Defense Organizations, in writing.

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

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

3.10 At the end of the Foreign Liaison Officer's tour, or as otherwise mutually determined by the Defense Organizations, the MODUK may, subject to the provisions of Section II, replace the Foreign Liaison Officer with another individual who meets the requirements of this MOU.

SECTION IV FINANCIAL ARRANGEMENTS

4.1 The MODUK will bear all costs and expenses of the Foreign Liaison Officer, including, but not limited to:

4.1.1 All pay and allowances of the Foreign Liaison Officer;

4.1.2 All travel by the Foreign Liaison Officer and the Foreign Liaison Officer's dependents, including, but not limited to, travel to and from the duty location;

4.1.3 All costs and expenses associated with the assignment or placement of the

Foreign Liaison Officer and the Foreign Liaison Officer's dependents at the duty location, 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 Foreign Liaison Officer or the Foreign Liaison Officer's dependent(s);

4.1.5 The movement of the household effects of the Foreign Liaison Officer and the Foreign Liaison Officer's dependents;

4.1.6 Preparation and shipment of remains and funeral expenses associated with the death of the Foreign Liaison Officer or the Foreign Liaison Officer's dependent(s);

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

4.1.8 All expenses in connection with the return of a Foreign Liaison Officer whose assignment has ended or been terminated, along with the Foreign Liaison Officer's dependent(s).

4.2 The USTRANSCOM will provide, upon request and subject to availability, such office facilities, communication services, access to and use of facilities, base operations support, equipment, supplies and services as may be necessary for the Foreign Liaison Officer to fulfil the purposes of this MOU. All costs associated with the provision of such support will be subject to reimbursement by the MODUK to USTRANSCOM, as required by the laws, regulations, or policies of the Host Government.

4.3 The financial arrangements set forth in this MOU will be subject to the authorization and availability of appropriated funds for such purposes.

SECTION V SECURITY

5.1 The USTRANSCOM will establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or Controlled Unclassified Information (CUI) to the Foreign Liaison Officer will be permitted. The USTRANSCOM will inform the MODUK of the level of security clearance required to permit the Foreign Liaison Officer access to such information. The Foreign Liaison Officer's access to such information and facilities will be consistent with, and limited by the provisions of his/her assignment, the provisions of this Section and any other agreement between the Defense Organizations or their Governments concerning access to such information and facilities. Further, access will at all times be limited to the minimum required to accomplish the purposes of this MOU, and, at its discretion, USTRANSCOM may prohibit the Foreign Liaison Officer's right of access to any USTRANSCOM facility or require that such access be supervised by USTRANSCOM personnel. Nothing in this MOU shall be construed by the Defense Organizations to authorize unfettered access to Classified Information or CUI residing in USTRANSCOM facilities or

computers.

5.2 The MODUK will cause security assurances to be filed, through the United Kingdom Embassy in Washington, D.C stating the security clearances for the Foreign Liaison Officer being assigned. The security assurances will be prepared and forwarded through prescribed channels in compliance with established Host Government procedures. For the United States, the prescribed channels will be the IVP, as defined in paragraph 1.7 of this MOU.

5.3 The MODUK will ensure that each assigned Foreign Liaison Officer is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), Classified Information and CUI disclosed to the Foreign Liaison Officer. This obligation will apply both during and after termination of an assignment as a Foreign Liaison Officer. Prior to taking up duties as a Foreign Liaison Officer, the United Kingdom Foreign Liaison Officer will be required to sign the certification at Annex A. Only individuals who execute the certification will be permitted to serve as Foreign Liaison Officers with USTRANSCOM.

5.4 The MODUK will ensure that the Foreign Liaison Officer, at all times, complies with the security laws, regulations and procedures of the Host Government. Any violation of security procedures by a Foreign Liaison Officer during his or her assignment will be reported to the MODUK for appropriate action. Upon request by USTRANSCOM, the MODUK will remove any Foreign Liaison Officer who violates security laws, regulations, or procedures during his/her assignment.

5.5 All Classified Information made available to the Foreign Liaison Officer by USTRANSCOM will be considered to be Classified Information furnished to the Government of the United Kingdom, and shall be subject to all the provisions and safeguards provided for under the General Security Agreement, as amended and implemented.

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

5.6.1 Couriers. The Foreign Liaison Officer may take custody of Classified Information to perform courier functions, when authorized by USTRANSCOM certification for the Foreign Liaison Officer. The Classified Information will be packaged and an acknowledgement for receipt provided for in compliance with Host Government requirements.

5.6.2 On-Site Storage. The Foreign 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 for the container and control of the container and its contents remains with USTRANSCOM.

SECTION VI TECHNICAL AND ADMINISTRATIVE MATTERS

- 6.1 The Host Government's certification or approval of an individual as a Foreign Liaison Officer will not bestow diplomatic or other special privileges on that individual.
- 6.2 To the extent authorized by the laws and regulations of the Host Government, and in accordance with Section IV of this MOU, USTRANSCOM may provide such administrative support as is necessary for the Foreign Liaison Officer to fulfil the purposes of this MOU, subject to reimbursement by the MODUK.
- 6.3 The duties, privileges, and exemptions of the Foreign Liaison Officer and the Foreign Liaison Officer's dependent(s) will be governed by applicable laws and regulations or any applicable international agreements between the Host and Parent Governments.
- 6.4 If office space is provided to the Foreign Liaison Officer by USTRANSCOM, USTRANSCOM will determine the normal working hours for the Foreign Liaison Officer.
- 6.5 The MODUK will ensure that USTRANSCOM is informed as far in advance as possible of any absences of the Foreign Liaison Officer.
- 6.6 The Foreign Liaison Officer and the Foreign Liaison Officer's dependent(s) will be provided care in military medical and dental facilities to the extent permitted by applicable Host Government law, policy, and/or applicable international agreement. Where a reciprocal agreement for health care exists between the Defense Organizations, the access entitlement of the Foreign Liaison Officer and the Foreign Liaison Officer's dependent(s) is specified. For those personnel covered by such an agreement, care in military medical and dental facilities is generally provided free of charge. All Foreign Liaison Officers and their dependent(s) 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 Foreign Liaison Officer will be responsible for all medical and dental costs incurred by himself/herself and his/her dependent(s). The MODUK will ensure that the Foreign Liaison Officer and his/her dependent(s) are physically fit prior to the Foreign Liaison Officer's tour of duty. The MODUK will be responsible for familiarizing itself with the medical and dental services available to the Foreign Liaison Officer and his/her dependent(s), and the costs of, and the procedures for, use of such services.
- 6.7 The Foreign Liaison Officer and the Foreign Liaison Officer's dependent(s) 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 Government and any applicable international agreements or arrangements between the Defense Organizations.
- 6.8 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the MODUK, USTRANSCOM may provide, if available, housing and messing facilities for the Foreign Liaison Officer and the Foreign Liaison Officer's dependent(s) 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 USTRANSCOM, USTRANSCOM will use reasonable efforts to assist the MODUK to locate such facilities for the Foreign Liaison Officer and the Foreign Liaison Officer's dependent(s).

6.9 The MODUK will ensure that the Foreign Liaison Officer and the Foreign Liaison Officer's dependent(s) have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government, under Article III of the NATO SOFA or any other applicable international agreement to which the Host and Parent Government are party.

6.10 The MODUK will ensure that the Foreign Liaison Officer and dependent(s) accompanying the Foreign Liaison Officer in the United States will obtain motor vehicle liability insurance coverage for their private motor vehicles, in accordance with applicable laws, regulations and policies of the Host Government.

SECTION VII DISCIPLINE AND REMOVAL

7.1 Except as provided in Section 7.2, neither USTRANSCOM nor the armed forces of the Host Government may take disciplinary action against a Foreign Liaison Officer who commits an offense under the military laws or regulations of, or applicable to USTRANSCOM, nor will USTRANSCOM exercise disciplinary powers over the Foreign Liaison Officer's dependent(s). The MODUK, however, will take such administrative or disciplinary action against the Foreign Liaison Officer as may be appropriate under the circumstances, to ensure compliance with this MOU, and the Defense Organizations will cooperate in the investigation of any offenses under the laws or regulations applicable to either Defense Organization.

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

7.3 A Foreign Liaison Officer will not exercise any supervisory or disciplinary authority over military or civilian personnel of USTRANSCOM.

SECTION VIII CLAIMS

8.1 Claims arising under this MOU will be dealt with in accordance with paragraph 1 of the Chapeau Defense Agreement. The Defense Organizations will share any costs required to be

shared under subparagraph 1(b) (ii) of the Chapeau Defense Agreement on the following basis:

8.1.1 Where the Defense Organizations mutually determine in respect of any claim that the damage, injury or death can be specifically attributed to one Defense Organization, the cost of handling and settling the claim will be the sole responsibility of that Defense Organization.

8.1.2 Where it is mutually determined that both Defense Organizations are responsible for the damage, injury or death, the Defense Organizations will enter into consultation to resolve the handling and settling of the claim, with each Defense Organization paying an apportioned share according to their degree of responsibility for the damage, injury or death; and

8.1.3 Where it is mutually determined that it is not possible to attribute responsibility for the damage, injury or death, the costs of handling and settling the claim will be distributed equally between the Defense Organizations.

SECTION IX SETTLEMENT OF DISPUTES

9.1 Disputes arising under or relating to this MOU will be resolved only through consultations between the Defense Organizations and will not be referred to third party, national or international tribunal, or to any other forum for settlement.

SECTION X ENTRY INTO EFFECT, AMENDMENT, DURATION AND TERMINATION

10.1 All responsibilities of the Defense Organizations under this MOU will be subject to national laws and the availability of appropriated funds for such purposes.

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

10.3 This MOU may be amended by the mutual written concurrence of the Defense Organizations.

10.4 This MOU may be terminated at any time by written concurrence of both Defense Organizations.

10.5 Either Defense Organization may terminate this MOU upon thirty (30) days' written notification to the other Defense Organization.

10.6 The respective benefits and responsibilities of the Defense Organizations under Section V (Security) and Section VIII (Claims) will continue, notwithstanding the termination or

expiration of this MOU.

10.7 No later than the effective date of expiration or termination of this MOU, MODUK will remove its Foreign Liaison Officer(s) and such Foreign Liaison Officer's dependents from the territory of the United States and pay any money owed to USTRANSCOM or the Host Government under this MOU. Any costs or expenses for which the MODUK is responsible pursuant to Section IV (Financial Arrangements) of this MOU, but which were not billed in sufficient time to permit payment prior to termination or expiration of this MOU, will be paid promptly after such billing.

10.8 This MOU will enter into effect upon signature by both Defense Organizations. This MOU will remain in force five (5) years and may be extended by written concurrence of the Defense Organizations.

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

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

ON BEHALF OF
UNITED STATES TRANSPORTATION
COMMAND


NORTON A. SCHWARTZ
General, U.S. Air Force
Commander

Dated: 28 Jan 08

ON BEHALF OF
MINISTRY OF DEFENCE OF THE
UNITED KINGDOM


DAVID J. SHOUESMITH
Major General, UK Army
Assistant Chief of Defence Staff
(Logistic Operations)

Dated: 17 Dec 07

ANNEX A - CERTIFICATION

SECTION I FOREIGN LIAISON OFFICER CERTIFICATION

As a representative of the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland (MODUK) under the auspices of a Foreign Liaison Officer assignment to the United States Transportation Command (USTRANSCOM), I am subject to the jurisdiction of United States Federal, state, and local laws, except as provided by any applicable international agreement(s) to which the United States and the United Kingdom of Great Britain and Northern Ireland are party. I understand that my acceptance of the Foreign Liaison Officer position does not bestow upon me diplomatic or other special privileges.

SECTION II LIAISON OFFICER PROVISIONS OF CERTIFICATION

- (1) **Responsibilities:** I understand that my activities as the Operational Logistics Foreign Liaison Officer 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 in which my government and the United States Government have a mutual interest. I will not perform duties that are reserved by law or regulation to an officer or employee of the United States Government. I will work on issues pertaining to the logistics systems of the Defense Organizations, particularly as they relate to combined operations between the United States and the United Kingdom, and, when requested by USTRANSCOM, provide national operational planning and coordination in support of contingency operations.
- (2) **Costs:** I understand that all costs associated with my duties as a Foreign Liaison Officer will be the responsibility of my Government, including, but not limited to, travel, office space, clerical services, housing, messing, and medical and dental services.
- (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 Foreign Liaison Officer assignment authorization.
- (4) **Contact Officer:** I understand that when the certification process is completed, a Contact Officer will be assigned to sponsor me during my visit to USTRANSCOM. I further understand that I will coordinate, through my Contact Officer, all requests for information, visits, and other business that fall under the provisions of my certification. I also understand that requests for information which are beyond the provisions of my certification will be made through the Office of the Defence Attaché in Washington D.C.
- (5) **Other Visits:** I understand that visits to facilities for which the purpose does not directly

relate to the provisions of my certification will be made through the Office of the Defence Attaché in Washington D.C.

(6) **Uniform:** I understand that I will wear my national uniform when conducting business at USTRANSCOM or other Department of Defense facilities, unless otherwise directed. I will comply with my United Kingdom service uniform regulations.

(7) **Security:**

- a. I understand that access to United States Government information will be limited to that information determined by my Contact Officer to be necessary to fulfil the functions of a Foreign Liaison Officer. I also understand that I may not have access to United States Government computer systems, unless the information accessible by the computer is releasable to my Government in accordance with applicable United States law, regulations and policy.
- b. All information to which I may have access during my certification will be treated as information provided in confidence to my Government 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. I may be allowed to take possession of classified material in the performance of my duties provided I safeguard this material in accordance with the General Security Arrangement between the Government of the United States and the Government of the United Kingdom, as amended and implemented.
- d. I will immediately report to my Contact Officer should I obtain or become knowledgeable of United States Government information for which I am not authorized to have access. I will report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.
- e. If required, I will display a security badge on my outer clothing so that it is clearly visible. The United States Government will supply this badge.

(8) **Compliance:** I have been briefed on, fully understand, and will comply with the provisions 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 against me.

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

SECTION III LIAISON OFFICER - TERMS OF CERTIFICATION

(1) Contact Officer: _____ has been assigned as my Contact Officer.

(2) Certification: I am certified to USTRANSCOM and will act as the official representative to USTRANSCOM in connection with programs, projects, or arrangements of interest to the Parent and Host Governments. As such, I am allowed to visit sites, offices, and briefings that support the issues stemming from the logistic systems of the MODUK and USTRANSCOM, and other venues in support of Operational Logistics Foreign Liaison Officer duties with USTRANSCOM.

(3) Travel: I may visit the following locations under the terms of my certification, with the permission of my Contact Officer:

- USTRANSCOM facilities;
- USTRANSCOM subordinate activities;
- Other such locations as my Contact Officer may permit in the future.

**SECTION IV
FOREIGN LIAISON OFFICER – CERTIFICATION OF IN-BRIEFING**

I, (*NAME OF FOREIGN LIAISON OFFICER*), understand and acknowledge that I have been certified as an Operational Logistics Foreign Liaison Officer to USTRANSCOM, as mutually determined upon between the MODUK and USTRANSCOM. I further acknowledge that I fully understand and have been briefed on: (1) my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I will comply with the provisions and responsibilities of my certification.

Signature of Foreign Liaison Officer

Signature of Briefer

Name of Foreign Liaison Officer

Name of Briefer

Rank and/or title

Location

Date