

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE DEPARTMENT OF DEFENSE OF THE
UNITED STATES OF AMERICA

AND

THE MINISTRY OF DEFENSE OF
THE ITALIAN REPUBLIC

REGARDING

THE ASSIGNMENT OF ITALIAN
MILITARY PERSONNEL

TO UNITED STATES NAVY UNITS

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INTRODUCTION

The Department of Defense (DoD) of the United States of America, as represented by the U.S. Navy, and the Ministry of Defense of the Italian Republic (each referred to herein individually as a "Party" and together as "Parties"), hereby establish the following terms and conditions regarding the assignment of Italian Air Force personnel to U.S. Navy units.

SECTION I DEFINITIONS

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

1.1 "Classified Information" shall mean official information of a Party that requires protection in the interests of national security and is so designated by the application of a security classification marking. The information may be oral, visual, magnetic, or in documentary form, or in the form of equipment or technology.

1.2 "Controlled Unclassified Information" shall mean unclassified information of a Party to which access or distribution limitations have been applied per national laws, policies, and regulations of such Party. It includes United States information that is exempt from public disclosure or subject to export controls.

1.3 "Italian Military Personnel (IMP)" shall mean a military member of the Parent Party who, upon approval or certification of the Host Party or Government, is assigned to a unit of the Host Party per the terms of this MOU.

1.4 "Host Government" shall mean the U.S. Government.

1.5 "Host Party" shall mean the United States Navy.

1.6 "International Visits Program (IVP)" shall mean the program established to process visits by, and assignments of, foreign representatives to U.S. DoD Components and U.S. DoD contractor facilities. The IVP 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 "Host Party Official" shall mean the official designated in writing by the Department of the Navy to oversee the activities of the IMP.

1.8 "Parent Government" shall mean the Italian Republic.

1.9 "Parent Party" shall mean the Ministry of Defense of the Italian Republic.

SECTION II SCOPE

2.1 This MOU establishes the terms and conditions by which Italian Guest Personnel (IMP) may be assigned to U.S. Navy units to fulfill U.S. Navy operational requirements while providing work experience and proficiency maintenance to the IMP. The IMP shall gain operational expertise and technical knowledge while providing operational support to the U.S. Navy units. The IMP may only be assigned positions as set out in the Annexes to this MOU. Annexes to this MOU are an integral part hereof and include additional conditions and prerequisites specific to the particular assignments.

2.2 The assignment of each IMP position under this MOU and its Annexes shall be based upon the demonstrated need for, and the mutual benefit of, such position to the Host Party. Once established, each IMP Position shall be subject to review by both Parties six months prior to the end of any tour of duty of IMP to ensure that the position continues to be required by, and is of benefit to, Host Party. If the Host Party determines that an IMP position is no longer required and is not of benefit, the IMP Position may be terminated in accordance with Section XI of this MOU.

2.3 Commencement of an IMP assignment shall be subject to any requirement that may be imposed by the Host Party or Host Government regarding formal certification or approval of IMP, including evidence of required security clearances. Requests for assignment shall be processed pursuant to the IVP, as defined in Paragraph 1.6 of this MOU.

SECTION III DUTIES AND RESPONSIBILITIES

3.1 A position description (PD) developed by the Host Party shall be approved by the Party for each IMP position established in Annex I. The IMP shall perform duties as set out in the position description to this MOU, and perform related tasks as specified by the Host Party supervisors and commanders and as contemplated and permitted by this MOU. The IMP must possess the prerequisite grade, skill, training, academic qualifications, flight qualifications, English Comprehension Level (ECL), Oral Proficiency Interview (OPI) level, and security clearance as described in the position description and the Annex to this MOU establishing the position. The Parent Party shall provide the required qualification information of each potential IMP to the Host Party six months prior to the commencement of assignment. The Host Party shall forward qualifications of prospective IMP to the respective U.S. Navy Command for review. The respective U.S. Navy Command may disapprove assignment of any proposed IMP who does not meet the qualifications or who cannot safely perform the duties of the position. This decision shall be within the sole discretion of the Host Party.

3.2 The normal tour(s) of duty for IMP, exclusive of travel time between countries, shall be specified within the respective Annex Position Descriptions. Exceptions and/or adjustments to the normal tour length shall require mutual written approval of the Parties. Any time required for qualification, orientation, certification, and/or familiarization shall be in addition to tour length.

3.3 The IMP shall not perform duties reserved by the laws or regulations of the Host Government or Host Party to officers or employees of the Host Government or Host Party. The IMP shall be required to comply with all applicable Host Government, and Host Party, policies, procedures, laws, and regulations including those relating to security.

3.4 IMP shall not be granted blanket access to work areas, technical data, or information of the Host Government or Host Party, whether or not classified, to the extent necessary to fulfill the IMP duties. The IMP may visit Host Government and contractor facilities as authorized by the Host Party.

3.5 The IMP will not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so in writing by both the Host and Parent Parties.

3.6 The Parent Party shall not place or keep a IMP in duty assignments in which direct hostilities are likely to occur or have commenced, unless approved, in writing, by both the Parent Party and Host Party.

3.7 While on duty, the IMP shall wear the order of dress that most closely conforms to the order of dress for the Host Party. If requested by the Host Party, the IMP shall also wear such identification necessary to identify the IMP's nationality, rank, and status as IMP. The IMP shall be required to comply with the customs of the Host Party with respect to the wearing of civilian clothing. The Host Party shall issue appropriate weather and service protective uniforms and equipment where the Parent Party does not have such uniforms or equipment. Such uniforms and equipment shall be returned at the end of the IMP's tour of duty. Any loss or damage, fair wear and tear excepted, shall be paid for by the Parent Party.

3.8 The Host Party shall assign a Contact Officer to provide guidance to the IMP concerning these requirements. In addition, the Contact Officer shall arrange for activities and access to facilities and information consistent with the purpose of this MOU.

SECTION IV FINANCIAL ARRANGEMENTS

4.1 Unless otherwise indicated in this MOU, the Parent Party shall bear all costs and expenses of the IMP, including, but not limited to:

4.1.1 Basic pay and allowances of the IMP.

4.1.2 Transportation, per diem, and other travel allowances.

4.1.3 The cost of housing and messing for the IMP.

4.1.4 Compensation for loss of, or damage to, the personal property of the IMP and the IMP's dependents.

4.1.5 All medical, dental, and other health care-related expenses for the IMP and the dependents of the IMP, unless specifically stated otherwise in an applicable international agreement.

4.1.6 Preparation and shipment of remains and funeral expenses associated with the death of the IMP or the IMP's dependents.

4.1.7 The movement or storage of household effects of the IMP and IMP's dependents as authorized by the Parent Party.

4.1.8 Formal training as requested by the Parent Party for the IMP.

4.1.9 All expenses in connection with the return of the IMP, including the IMP's dependents, whose assignment has ended or been terminated.

4.1.10 All temporary duty expenses when directed by the Parent Party shall be paid for by the Parent Party.

4.2 The Host Party shall be responsible for the costs of the following:

4.2.1 Informal training of the IMP provided by the Host Party conducted to familiarize orient or certify the IMP regarding unique aspects of the assignment as specified in Annex I to this MOU.

4.2.2 Office space, equipment (on loan), and other clerical support required to perform the duties of the IMP position.

4.2.3 All temporary duty expenses when directed by the Host Party.

SECTION V SECURITY

5.1 The Host Party shall establish the maximum substantive scope and classification levels within which the disclosure of any classified information and controlled unclassified information (CUI) to the IMP shall be permitted. The Host Party shall inform the Parent Party of the level of security clearance required to permit the IMP's access to such information. The

IMP's access to such information and facilities shall be consistent with, and limited by the terms of his/her assignment, the provisions of this Section 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 MOU, and, at its discretion, the Host Party may prohibit the IMP's right of access to any Host Party computer system or facility or require that such access be supervised by Host Party personnel. Nothing in this MOU shall be construed by the Parties to authorize unfettered access to classified information or CUI residing the Host Party's facilities or computer systems.

5.2 The Parent Party shall cause a security assurance to be filed, through the Italian Embassy in Washington, D.C., stating the security clearance for the IMP being assigned by the Parent Party. The security assurance shall be prepared and forwarded through prescribed channels in compliance with established Host Party procedures. In this case, the prescribed channels shall be the IVP, as defined in paragraph 1.6 of this MOU.

5.3 The Host Party shall ensure that each assigned IMP 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 IMP. This duty shall apply both during and after termination of assignment as an IMP. Prior to taking up duties as an IMP, the IMP shall be required to sign the certification at the Appendix to this MOU. Only individuals who execute the certification shall be permitted to serve as IMP.

5.4 The Parent Party shall ensure that the IMP, at all times, complies with the security laws, regulations, and procedures of the Host Government. Any violation of security laws, regulations, or procedures by an IMP during his or her assignment shall be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party shall remove any IMP who violates security laws, regulations, or procedures during his or her assignment.

5.5 All classified information made available to the IMP shall be considered as Classified Information furnished to the Parent Government, and shall be subject to all provisions and safeguards provided for under the General Security of Information Agreement between the Government of the United

States of America and the Government of the Italian Republic dated August 4, 1964 (amended September 2, 1982).

5.6 The IMP shall 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 Party certification of the IMP (and requested in writing by the Parent Government) for the following situations:

5.6.1 Couriers. The IMP may take custody of classified information to perform courier functions, when authorized by the Host Party certification for the IMP. The classified information shall be packaged and receipted for in compliance with Host Party requirements.

5.6.2 On-Site Storage. The IMP 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 content remains with the Host Party.

SECTION VI TECHNICAL AND ADMINISTRATIVE MATTERS

6.1 IMP shall be under the direction and operational control of the Host Party's unit commander or designated representative. Administration and control of the IMP per the Host Party's national laws and regulations.

6.2 To the extent authorized by the laws and regulations of the Host Government, and per Section IV of this MOU, the Host Party may provide such administrative support as is necessary for the IMP to perform duties assigned pursuant to this MOU.

6.3 The Host Party shall determine the normal working hours for the IMP.

6.4 The IMP may be granted leave according to their entitlements under the regulations of the Parent Party, provided such leave is approved by the Parent Party and coordinated with the applicable Host Party's unit commander or his designated representative. Leave and holiday schedule for the IMP shall be commensurate with the Host Party's unit's schedule.

6.5 All costs associated with medical care for the IMP or the IMP's accompanying dependents shall be resolved through existing applicable bilateral international arrangements. The Parent Party shall ensure that the IMP and the IMP's accompanying dependents are medically and dentally fit prior to commencement of duty.

6.6. The IMP and his/her accompanying dependents may be accorded the use of Navy commissaries, exchanges, theatres, and similar morale and welfare facilities, per existing regulations and policies.

6.7 To the extent permitted by the laws and regulations of the Host Government, and Host Party, and subject to the reimbursement by the Parent Party or IMP, the Host Party may provide, if available, temporary transient housing and messing facilities for the IMP and dependents. If housing and messing facilities are not provided by the Host Party, the Host Party shall use reasonable efforts to assist the Parent Party in obtaining suitable accommodations.

6.8 The Parent Party shall ensure that the IMP and all accompanying 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. Unless exempted under an applicable international agreement between the Parties, IMP entering the United States shall be required to comply with United States Customs Regulations.

6.9 IMP shall not exercise any supervisory or disciplinary authority over other military or civilian personnel of the Host Party. IMP shall be afforded the same courtesies as U.S. Navy military members of comparable rank.

6.10 Any decorations, awards, or insignia bestowed on the IMP by the Host Party shall be made per Host Party's regulations. The Parent Party shall be notified of such awards. These awards shall not be accepted by the IMP without the prior written approval of the Parent Party.

SECTION VII DISCIPLINE AND REMOVAL

7.1 Neither the Host Party nor the armed forces of the Host Government may take disciplinary action against an IMP who commits an offense under the military laws or regulations of the

Host Party. The Parent Party, however, shall take such administrative or disciplinary action against the IMP as may be appropriate under the circumstances to ensure compliance with this MOU, 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 an IMP 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 IMP 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 IMP and the IMP's accompanying dependents.

7.3 The Parties shall immediately consult to determine the viability of the Parent Party replacing a withdrawn IMP to either complete the withdrawn IMP's tour of duty or start a new tour of duty.

SECTION VIII REPORTS

8.1 Reports that IMP may be required to make by the Parent Party or that they wish to make concerning their duties as IMP shall be submitted per the Parent Party's regulations. Upon receipt of the request by the Parent Party, individual evaluation reports of the IMP shall be prepared and submitted by the applicable Host Party's unit commander or designated representative in accordance with the Host Party's regulations and procedures.

8.2 In the event of injury to or death of an IMP, the Host Party shall submit casualty reports through established channels to the Parent Party. Any reports and investigations conducted by the Host Party concerning a casualty shall be made available to the Parent Party. The Parent Party may request, through applicable channels, to conduct a separate investigation.

**SECTION IX
CLAIMS**

9.1 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, of June 19, 1951.

9.2 The Parent Party will ensure the IMP and the IMP's dependents obtain motor vehicle liability insurance coverage for their private motor vehicles per applicable laws and regulations of the Host Government, or the political subdivision of the country of the Host Party in which the IMP and the IMP's dependents are located. In cases of claims involving the use of private motor vehicles the first recourse shall be against such insurance.

**SECTION X
SETTLEMENT OF DISPUTES**

10.1 Disputes arising or relating to this MOU shall be resolved only through consultations between the Parties and shall not be referred to an individual, national or international tribunal, or to any other forum or third party for settlement.

**SECTION XI
ENTRY INTO EFFECT, AMENDMENT, DURATION, AND TERMINATION**

11.1 All responsibilities of the Parties under this MOU shall be carried out per their national laws and the availability of appropriated funds for such purposes.

11.2 This MOU and its Annexes may be amended by the mutual written consent of the Parties. Annexes may be modified, or added, to this MOU by the mutual written consent of the Parties.

11.3 This MOU may be terminated at any time by written consent of the Parties. Termination of the MOU shall also terminate its Annexes. In the event both Parties decide to terminate this MOU, the Parties shall consult prior to the date of termination.

11.4 Either Party may terminate this MOU or an Annex upon forty-five (45) days written notification to the other Party. Termination of this MOU shall also terminate its Annexes.

Either Party may terminate a position under an Annex upon forty-five (45) days written notification to the other Party.

11.5 The respective rights and responsibilities of the Parties and the IMP under Section V (Security) of this MOU shall continue, notwithstanding the termination or expiration of this MOU.

11.6 This MOU shall enter into effect upon signature by both Parties. This MOU shall remain in effect for three years, and may be extended by written consent of the Parties.

**FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES
OF AMERICA**



Signature

W. D. CROWDER
Vice Admiral, USN
Deputy Chief of Naval Operations,
Operations, Plans, and Strategy

25 NOV 2008

Date

**FOR THE MINISTRY OF DEFENSE
OF THE ITALIAN REPUBLIC**



Signature

PAOLO MAGRO
Major General, ITAF
Chief of the 3rd Department
Air Force General Staff

18 DIC 2008

Date

APPENDIX

CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES FOR ITALIAN AIR FORCE PERSONNEL

I understand and acknowledge that I have been accepted for assignment to a U.S. Navy Unit as an Italian Air Force Instructor pilot per the Memorandum of Understanding between the Department of Defense of the United States of America and the Ministry of Defense of the Italian Republic regarding the Assignment of Italian Military Personnel to United States Navy Units. I further understand, acknowledge, and certify that I shall comply with the following conditions and responsibilities:

(1) Responsibilities: I understand that the purpose of this assignment is to gain operational experience and technical knowledge while providing operational support to the U.S. Navy unit to which I am assigned. This position also includes assisting in coordination between United States Navy personnel and more junior Italian officers undergoing training at the host command in the United States. I understand that my activities shall be limited to the duties of the position to which I am assigned and participating in unit activities required of U.S. military personnel, unless specifically excused by the unit commander or his or her designated representative.

(2) Contact Officer: I understand that a U.S. Navy Contact Officer shall be assigned to me during my assignment. I further understand that I shall coordinate through my Contact Officer, all requests for information, visits, and other business that fall under the terms of my assignment. I also understand that requests for information that exceed the terms of my assignment shall be made through my country's Office of Defense Attaché in Washington, D.C.

(3) Uniform: I understand that I shall be required to comply with the dress regulations of my Parent Party but, if requested by the Host Party, shall also wear such identification necessary to identify my nationality, rank, and status as an IMP. The order of dress for any occasion shall be that which most closely conforms to the order of dress for the position to which I am assigned. I understand I shall be required to comply with the customs of the Host Party with respect to the wearing of civilian clothing.

(4) Security:

a. I shall have no access to information except as required to perform the duties described in the position description (PD) of the position to which I am assigned, as determined by my designated supervisor.

b. I shall perform only functions that are properly assigned to me as described in the PD for my assignment and shall not act in any other capacity on behalf of my Government or my Parent Party.

c. All information to which I may have access during this assignment shall be treated as information provided to my Government in confidence and shall not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the Host Party.

d. When interacting with individuals outside my immediate office of assignment on official matters, I shall inform such individuals that I am an Italian military member on assignment to a U.S. Navy unit.

e. I have been briefed on, understand, and shall comply with all applicable security regulations of the Host Party and Host Government.

f. I shall immediately report to my designated supervisor all unauthorized attempts to obtain any information designated as classified, proprietary, or controlled unclassified information to which I may have access.

(5) Compliance: I have been briefed on, fully understand, and shall comply with the terms and conditions set forth in the MOU. Failure to comply with all the terms set forth in the MOU may result in termination of my assignment.

(Signature)

(Typed Name)

(Rank/Title)

ANNEX I

**THE ASSIGNMENT OF ITALIAN MINISTRY OF DEFENSE, ITALIAN
AIR FORCE PERSONNEL
TO A UNITED STATES NAVY FLIGHT TRAINING UNIT, TRAINING
AIR WING SIX**

Pursuant to the terms and conditions of the Memorandum of Understanding (MOU) between the Department of Defense of the United States of America and the Ministry of Defense of the Italian Republic regarding the Assignment of Italian Ministry of Defense Personnel to United States Navy Units, the Parties hereby establish a position as Instructor Navigator in Training Air Wing SIX (TRAWING SIX) under the Naval Air Training Command (NATRACOM).

1. NUMBER OF PERSONNEL: Under this Annex, the total number of Italian Air Force Personnel Instructor Pilots assigned to TRAWING SIX shall be one.

2. YEAR AND/OR FREQUENCY OF ASSIGNMENT: For planning purposes, the assignment of Italian Air Force Personnel under this Annex shall commence in Calendar Year 2008 and shall continue for a maximum of three years or until either Party informs the other that it can no longer support the assignment.

3. TOUR OF DUTY/LOCATION:

a. Italian Air Force Personnel Instructor Navigators under this Annex shall be assigned to Commander, Training Air Wing SIX (CTW-6) at Naval Air Station (NAS) Pensacola, Florida and/or other U.S. Navy flight training commands as approved by the Host and Parent Parties. Assignment shall include serving as CTW-6 Italian Air Force Liaison Officer and as a Instructor Navigator with Training Squadron EIGHTY-SIX (VT-86) as this squadron currently conducts the advanced phase training of Italian Air Force student navigators. Assignment as an instructor to VT-86 shall be within the CTW-6 Advanced Phase of navigator instruction utilizing the T-39 or equivalent aircraft as approved by the Host and Parent Parties.

b. Italian Air Force Personnel nominated for the Instructor Navigator must be approved by CTW-6 before International Travel Orders (ITO) shall be forwarded. Military training and

operational flight experience background summaries shall be submitted to CTW-6 for the prospective Instructor Navigators. The Parent Party is responsible for providing designated Foreign Military Sales (FMS) case funds to support required Host Party provided training for Instructor Navigators for orientation and to achieve required certification. Training shall be completed prior to assuming formal Instructor Navigator duties at CTW-6. This training shall consist of:

1. Advanced Naval Flight Officer (NFO) Strike-Fighter Instructor Under Training (IUT); MASL P115032

Location: CTW-6, NAS Pensacola, Pensacola, Florida

Duration: 9 training weeks and 4 days.

4. SURVIVAL TRAINING: The Parent Party is responsible for providing designated FMS case funds to support required Initial Aviation Water Survival and Physiology Training as directed by Naval Operational Medicine Institute (NOMI) for the conduct of Instructor Navigator duties.

5. FLIGHT EQUIPMENT: All individually issued personal flight equipment shall be purchased through Parent Party designated FMS case funds and shall be retained by the Instructor Navigator for personal use in the execution of his duties.

6. SECURITY REQUIREMENTS: All Italian Air Force Personnel Training Instructor Pilot applicants must be able to meet the basic security requirements of the type duty assigned.

NOTE: The Host Party shall be authorized to discharge Italian Air Force Personnel who do not meet the above criteria or who cannot safely perform the assigned duties of the accepted position. This decision shall be within the sole discretion of the Host Party.

7. DUTIES/POSITION DESCRIPTION (PD):

The Italian Air Force Personnel Instructor Navigator's primary duties shall consist of flying in the U.S. Navy's current model advanced phase of navigator training aircraft (currently the T-39 Model) in support of navigator training curriculum. To qualify for these duties, Italian Air Force Personnel must complete training and achieve certification equal to newly assigned U.S. Navy naval flight officers to these unique positions. Duties shall also include participating in personnel

and aircrew activities required of U.S. military personnel in accordance with standard U.S. Navy regulations and policies.

(1) Position Description:

(a) **Advanced Phase Naval Flight Officer Instructor Navigator:**

Perform in-flight duties as navigator, aviation training instructor, and/or aircrew member in the T-39 aircraft in accordance with unit's assigned Naval Air Training Command (NAVTRACOM) training mission. Instructor Navigators shall perform in-flight operations of a training nature, including evaluations of U.S. and international student navigators' skills and proficiencies, complete post-flight student evaluation reports, complete aircraft maintenance documentation, provide academic instruction as specified by the unit commander, relocate unit aircraft as required, and perform other mission-oriented duties as specified by the unit's commander, or his or her designated representative. To qualify for these duties, Italian Air Force Personnel must complete training and achieve certification equal to newly assigned U.S. Navy naval flight officers to these unique positions.

8. ORGANIZATION RESPONSIBLE FOR ADMINISTRATIVE AND OPERATIONAL SUPERVISION OF ITALIAN AIR FORCE PERSONNEL INSTRUCTOR NAVIGATORS:

Consistent with the MOU, including paragraphs 3.1 and 7.1, the organization at the local level responsible for administrative and operation supervision of the Italian Air Force Personnel Instructors is Commander Training Air Wing SIX.