

**ARRANGEMENT BETWEEN
THE UNITED STATES NAVY
OF
THE UNITED STATES OF AMERICA
AND
THE MINISTER OF DEFENSE
OF
THE FRENCH REPUBLIC
REGARDING THE EXCHANGE
OF
MILITARY PERSONNEL
(SHORT TITLE: MPEP ARRANGEMENT)**

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PREAMBLE

Considering the London Agreement dated 19 June 1951 between the Parties to the North Atlantic Treaty on the Status of their Forces, the Protection of Classified Information Agreement between France and the United States dated 7 September 1977, the Memorandum of Agreement on the Exchange of Military Personnel Between the United States Navy and the French Navy, and on the General Conditions Which Will Apply to the Exchange of Such Personnel, dated 20 July 1976, and the U.S. / French Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion, dated August 31, 1994.

The United States Navy of the United States of America (U.S.) and the Minister of Defense of the French Republic, hereinafter referred to as "the Parties," have agreed as follows to establish a Military Personnel Exchange Program (MPEP), which is designed to strengthen bonds of friendship and understanding between the countries and their respective military organizations.

ARTICLE I DEFINITIONS OF TERMS

The Parties have agreed upon the following definitions for terms used in this Arrangement:

1.1.	Arrangement	The binding Military Personnel Exchange agreement that formalizes this exchange program.
1.2.	Classified Information	Information that is generated by or for the Government of the United States of America or the French Republic or that is under the jurisdiction or control of one of them, and that requires protection in the interests of national security of that government and that is so designated by the assignment of a national security classification by that government. The information may be oral, visual, electronic, or in documentary form, or in the form of material, including equipment or technology, in conformity with the Protection of Classified Information agreement of 7 September 1977.
1.3.	Combatant Command	One of the U.S. unified or specified combatant commands established by the President under Title 10, United States Code, Section 164.
1.4.	Contact Officer	A U. S. Navy official designated, in writing, to oversee and control all contacts, requests for information, consultations, access, and other activities of Military Exchange Personnel who are assigned to, or are visiting, a U.S. Department of Defense (DoD) Component or subordinate organization.
1.5.	Controlled Unclassified Information (CUI)	Unclassified information of a Party to which access or distribution limitations have been applied in accordance with national laws policies and regulations of such Party. It includes U.S. information that is exempt from public disclosure or subject to export control laws and regulations. It could include information that has been

		declassified but remains controlled.
1.6.	Host Government	The national Government of the Host Party.
1.7.	Host Party	The Party to which the Military Exchange Personnel acts as a Military Exchange Person pursuant to an assignment by a Parent Party under Article III of this Arrangement.
1.8.	International Visits Program (IVP)	The program established to process visits by, and assignments of, foreign representatives to DoD Components 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.
1.9.	Military Exchange Personnel	Military personnel on active duty with the Parent Party who are present with the Host Party pursuant to this Military Personnel Exchange Program (MPEP)
1.10.	Parent Government	The national Government of the Parent Party.
1.11.	Parent Party	The Party that assigns a Military Exchange Officer pursuant to Article III of this Arrangement

ARTICLE II
PURPOSE AND SCOPE

2.1. This Arrangement establishes the terms and conditions by which the United States Navy of the United States of America and the Minister of Defense of the French Republic (hereafter referred to as "the Parties"), agree to provide on-site working assignments to selected career military personnel (hereafter referred to as "Military Exchange Personnel") from the other Party. The work assignments shall provide Military Exchange Personnel work experience and knowledge of the organization and management of Host Party activities by performing duties under the direction of a Host Party supervisor. Exchanges of military personnel under this Arrangement shall be conducted on a reciprocal basis, in similar duties, so that the overall benefit to each Party shall be essentially equal. The Parties agree that a Military Exchange Personnel position no longer required by, or of mutual benefit to, either Party will be subject to elimination.

2.2. Military Exchange Personnel may be assigned only to positions established via written agreement between the French Naval Attaché in Washington, DC, and the U.S. Navy Personnel Exchange Program Manager in Washington, DC or the American Naval Attaché in Paris and the French Ministry of Defense. A list of those positions is exchanged at least once a year. Considered as an annex to this Arrangement of which it shall be an integral part hereof, it may include additional terms and prerequisites specific to particular assignments.

2.3. This Military Personnel Exchange Program (MPEP) shall not include training, except for programs conducted to familiarize, orient, or certify exchange personnel regarding unique aspects of their assignments. Additionally, it is not to be used as a mechanism for the exchange of information between the Parties.

2.4. Military Exchange Personnel shall not act in a liaison capacity, or otherwise act as representatives of the Parent Party or the Parent Government while assigned to exchange positions, without consent of host command, nor shall they act as representatives of the Host Party or the Host Government to which they are assigned. Military Exchange Personnel shall perform duties as defined in the position descriptions for their respective positions.

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**ARTICLE III
SELECTION AND ASSIGNMENT OF PERSONNEL**

3.1. Participation in this MPEP shall be on a highly selective basis among career military personnel of the U.S. Navy and the French Navy. The Parent Party shall be solely responsible in the selection of its Military Exchange Personnel based on the following criteria:

3.1.1. They must have demonstrated capabilities for future positions of greater responsibility;

3.1.2. They must be well-versed in the current practices, technical training, and doctrine of their organization, and be particularly qualified through experience for the exchange positions to be occupied;

3.1.3. They must possess the grade, skill, training, and academic qualifications that are described in the applicable position descriptions; and

3.1.4. They must be sufficiently proficient in the language of the Host Party to satisfy the requirements of the positions.

3.2. Consistent with the nomination process, the Host Party shall be authorized to discharge Military Exchange Personnel from this MPEP who do not meet the above criteria. This decision is within the sole discretion of the Host Party.

3.3. The normal tour of duty for Military Exchange Personnel, exclusive of travel time between countries, shall be for a period of two years. Any time required for qualification and familiarization shall be in addition to the normal tour. Exceptions and/or adjustments of exchange tours shall be based on mutual written agreement.

3.4. Military Exchange Personnel who possess current aeronautical ratings, are qualified to perform in their rated specialty, and are required by the Host Party or Parent Party to fly for proficiency or to qualify for flight pay, shall be assigned to flying status or permitted use of available flying facilities according to Host Party regulations.

3.5. Military Exchange Personnel who possess parachutist ratings and are required by their exchange position duties with the Host Party to perform parachute jumps shall be assigned to parachute duty, and shall be provided with appropriate equipment and facilities according to Host Party regulations.

3.6. Military Exchange Personnel who possess diver/combatant swimmer ratings and are required by their exchange position duties with the Host Party to perform such duties shall be assigned to diving/combatant swimmer duty, and shall be provided with the appropriate equipment and facilities according to Host Party regulations.

**ARTICLE IV
FINANCIAL ARRANGEMENTS**

4.1. The Parent Party's responsibilities shall include, but shall not be limited to, the following costs for its Military Exchange Personnel:

4.1.1. All pay and allowances;

4.1.2. All change of station travel by the Military Exchange Personnel and Military Exchange Personnel dependents, including but not limited to, transportation, per diem, and other travel allowances when traveling to and from the Parent Party country and Host Party country when reporting for duty and at the conclusion of the assignment;

4.1.3. All temporary duty costs, including travel costs, when such duty is carried out at the request of the Parent Party;

4.1.4. The movement of Military Exchange Personnel and Military Exchange Personnel dependents, including their household effects.

4.1.5. Preparation and shipment of remains and funeral expenses in the event of the death of Military Exchange Personnel or Military Exchange Personnel dependents.

4.1.6. The costs of quarters, rations, medical and dental services for the Military Exchange Personnel and Military Exchange Personnel dependents, unless specifically stated otherwise in an applicable international agreement;

4.1.7. Compensation for loss of, or damage to, the personal property of the Military Exchange Personnel or Military Exchange Personnel dependents; and

4.1.8. All expenses in connection with the return of a Military Exchange Personnel and Military Exchange Personnel dependents to the Parent Party country, including, but not limited to, transportation, per diem, and other travel allowances when the assignment is terminated prior to the normal completion date;

4.2. The Host Party shall be responsible for the following:

4.2.1. Travel and subsistence costs in connection with the performance of any duty carried out by the Military Exchange Personnel pursuant to a requirement of the Host Party;

4.2.2. Costs for training conducted to familiarize, orient, or certify Military Exchange Personnel regarding unique aspects of the assignments; and

4.2.3. Such office facilities, equipment, supplies, and services as may be necessary for the Military Exchange Personnel to fulfill the purposes of this Arrangement.

4.3. The obligations of each Party under this Arrangement shall be subject to the authorization and availability of funds for such purposes.

ARTICLE V SECURITY

5.1. During the selection process, each Party shall inform the other Party of the level of security clearance required, if any, to permit Military Exchange Personnel to have access to classified information and work areas. Access to classified information shall be kept to the minimum required to accomplish the work assignment, as determined by the Host Party, based on the applicable position description. Nothing in this Arrangement 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 France in Washington, DC, in the case of French Navy personnel, and through the U.S. Embassy in the French Republic, in the case of U.S. Navy personnel, stating the security clearances for all Military Exchange Personnel selected. 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 International Visits Program (IVP), as defined in paragraph 1.8. of this Arrangement.

5.3. The Host Party and the Parent Party shall ensure that assigned Military Exchange Personnel are fully cognizant of 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 Military Exchange Personnel. This obligation shall apply both during and after termination of an assignment as a Military Exchange Personnel. Prior to taking up duties as Military Exchange Personnel, the Military Exchange Personnel shall be required to sign the appropriate certification at Annex A to this Arrangement. Only individuals who execute the certificate shall be permitted to serve as Military Exchange Personnel with the United States Navy.

5.4. Military Exchange Personnel shall at all times be required to comply with the security laws, regulations, and procedures of the Host Government. Any violation of security procedures by Military Exchange Personnel during their assignments shall be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party shall remove Military Exchange Personnel committing violations of security procedures during their assignments with a view toward administrative or disciplinary action by the Parent Party.

5.5. All Classified Information made available to Military Exchange Personnel shall be considered as Classified Information furnished to the Parent Party, and shall be subject to all provisions and safeguards provided for under the Protection of Classified Information Agreement between France and the United States, signed September 7, 1977. The information shall not be further released or disclosed by the Military Exchange Personnel to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the Military Exchange Personnel shall not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in this Arrangement.

ARTICLE VI
TECHNICAL AND ADMINISTRATIVE MATTERS

6.1. To the extent authorized by the laws and regulations of the Host Government and in accordance with Article IV, the Host Party may provide such administrative support as is necessary for Military Exchange Personnel to fulfill the purposes of this Arrangement

6.2. The Host Party's certification or approval of an individual as Military Exchange Personnel shall not bestow diplomatic or other special privileges upon that individual.

6.3. Consistent with the laws and regulations of the Host Government, Military Exchange Personnel assigned under this Arrangement shall be subject to the same restrictions, conditions, and privileges as Host Party personnel of comparable rank in their areas of assignment. All issues of taxation shall be in accordance with the 19 June 1951 London Agreement and with the U.S. / French Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion, dated August 31, 1994.

6.4. Military Exchange Personnel and Military Exchange Personnel dependents shall be required to comply with all applicable Host Government security policies, procedures, laws, and regulations. The Host Party shall assign a Contact Officer to provide guidance to the Military Exchange Personnel concerning policies, procedures, laws, and regulations of the Host Party, and to arrange for activities consistent with such requirements and the purposes of this Arrangement.

6.5. Military Exchange Personnel may observe the holiday schedule of either the Parent Party or the Host Party as mutually agreed to in writing.

6.6. Military Exchange Personnel shall be assigned work under the guidance and supervision of a host supervisor. The host supervisor shall establish performance standards and observe the performance of Military Exchange Personnel to provide a basis for counseling and performance evaluations. Military Exchange Personnel shall have performance evaluations rendered by their host supervisor. The Host Party shall forward such reports to the Parent Party in accordance with Parent Government requirements.

6.7. Reports that Military Exchange Personnel may be required to make by the Parent Party, or that they wish to make concerning their exchange duties, shall be submitted as follows:

6.7.1. U.S. Military Exchange Personnel will forward their reports through their host Commanding Officer and assigned administrative Commanding Officer to the Chief of Naval Operations (OPNAV N13).

6.7.2. French Navy Exchange Personnel will forward their reports through their U.S. Navy Commanding Officer and Chief of naval Operations (OPNAV N13) to the Naval Attaché, Embassy of France, Washington D.C.

6.8. The Military Exchange Personnel and Military Exchange Personnel dependents shall be provided care in military medical and dental facilities to the extent permitted by applicable Host Government law, policy, and international agreements. Where a reciprocal agreement for health

care exists between the Parties, the access entitlements of the Military Exchange Personnel and Military Exchange Personnel's dependents are specified. For those personnel covered by such an agreement, care is generally provided free of charge. All Military Exchange Personnel and Military Exchange Personnel dependents not covered by a reciprocal agreement may be offered health care, on reimbursable basis, in military facilities. Where military facilities are not available, the Military Exchange Personnel shall be responsible for all medical and dental costs incurred by himself/herself and his/her dependents. The Parent Party shall ensure that the Military Exchange Personnel and Military Exchange Personnel dependents are physically fit prior to the Military Exchange Personnel's tour of duty. The Parent Party shall be responsible for familiarizing itself with the medical and dental services available to the Military Exchange Personnel and Military Exchange Personnel dependents.

6.9. In no case shall Military Exchange Personnel be assigned to positions that would require exercise of command or responsibilities that are reserved by law or regulation to an officer or employee of the U.S. Government.

6.10. Military Exchange Personnel shall not be placed on duty or in positions in areas of political sensitivity where their presence would jeopardize the interests of the Parent Party, or where, in the normal course of their duty, they may become involved in activities, which may embarrass the Parent Party.

6.11. The Military Exchange Personnel and Military Exchange Personnel dependents shall 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 international agreements to which the Host and Parent Parties are party.

6.12. Military Exchange Personnel shall be granted leave, passes, and liberty according to their entitlements under the regulations of the Parent Party, subject to the approval of the appropriate authorities of the Host Party.

6.13. Military Exchange Personnel shall be required to comply with the dress regulations of the Parent Party. The order of dress for any occasion shall be that which most nearly conforms to the order for the particular unit of the Host Party with which the Military Exchange Personnel are serving. Practices of the Host Party shall be observed with respect to wearing of civilian clothes.

6.14. To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Party, the Host Party shall provide, if available, housing and messing facilities for Military Exchange Personnel and Military Exchange Personnel 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 Military Exchange Personnel and Military Exchange Personnel dependents.

6.15. If office space is provided to Military Exchange Personnel by the Host Party, the Host Party shall determine the normal working hours for Military Exchange Personnel.

6.16 The Parent Party shall ensure that Military Exchange Personnel and Military Exchange Personnel 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, consistent with relevant international agreements. Unless exempted under an applicable international agreement between the Parties, Military Exchange Personnel and Military Exchange Personnel dependents entering the United States shall be required to comply with United States Customs Regulations.

ARTICLE VII DEPLOYMENT OF MILITARY EXCHANGE PERSONNEL

7.1. The Host Party shall not deploy Military Exchange Personnel in non-direct hostility situations, such as United Nations peacekeeping or multi-national operations, without Parent Party approval. Additionally, Military Exchange Personnel shall not be deployed to a third country to participate in an exercise without written approval from the Parent Party.

7.2. The Host Party shall not place Military Exchange Personnel in duty assignments in which direct hostilities with forces of third states are likely to occur. Should a unit in which Military Exchange Personnel are assigned become involved in hostilities unexpectedly, Military Exchange Personnel assigned to the unit shall not be involved in the hostilities without written authorization from the Parent Party. Military Exchange Personnel approved by both the Parent Party and the Host Party for involvement in hostilities shall be given clear guidance on the Host Party's interpretation of laws of armed conflict, to include the rules of engagement.

ARTICLE VIII DISCIPLINE AND REMOVAL

8.1. Neither the Host Party nor the armed forces of the Host Government may take disciplinary action against Military Exchange Personnel who commit an offense under the military laws or regulations of the Host Party, nor shall the Host Party exercise disciplinary authority over the Military Exchange Personnel's dependents. The Parent Party, however, shall take such administrative or disciplinary action against Military Exchange Personnel as may be appropriate, and the Parties shall cooperate in the investigation of any offenses under each other's laws or regulations.

8.2. The certification or approval of Military Exchange Personnel 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 Military Exchange Personnel or Military Exchange Personnel dependents from the territory of the Host Government. The Host Party shall provide an explanation for its removal request, but a dispute between the Parties concerning the sufficiency of the Host Party's reasons shall not be grounds to delay the removal of the Military Exchange Personnel or Military Exchange Personnel dependents.

ARTICLE 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, dated June 19, 1951.

9.2. Military Exchange Personnel and Military Exchange Personnel dependents must obtain motor vehicle liability insurance coverage for their private motor vehicles in accordance with applicable laws and regulations of the Host Party, or political subdivision of the country of the Host Party in which Military Exchange Personnel and Military Exchange Personnel dependents are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

ARTICLE X SETTLEMENT OF DISPUTES

10.1. Disputes arising under or relating to this Arrangement shall be resolved only by consultation between the Parties, and shall not be referred to an individual, a national or international tribunal, or to any other forum for settlement.

ARTICLE XI ENTRY INTO FORCE, AMENDMENT, DURATION, AND TERMINATION

11.1. All activities of the Parties under this Arrangement shall be carried out in accordance with the national laws and regulations of the Parties.

11.2. In the event of a conflict between an Article of this Arrangement and any Annex to this Arrangement, the Article shall control.

11.3. In the event of conflict between the terms of this Arrangement and the terms of an applicable Letter of Offer and Acceptance (LOA), the terms of the LOA shall control.

11.4. Except as otherwise provided, this Arrangement may be amended by the mutual written consent of the Parties.

11.5. Either Party may terminate this Arrangement upon thirty (30) days' written notification to the other Party. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

11.5.1. The terminating Party shall continue participation, financial or otherwise, up to the effective date of termination.

11.5.2. Each Party shall pay the costs it incurs as a result of termination. Any costs or expenses for which a Party is responsible pursuant to Article IV of this Arrangement, but that

were not billed in sufficient time to permit payment prior to termination or expiration of this Arrangement, shall be paid promptly after such billing

11.5.3. All information and rights therein received under the provisions of this Arrangement prior to the termination shall be retained by the Parties, subject to the provisions of this Arrangement.

11.6. The respective rights and responsibilities of the Parties regarding Article V (Security) and Article IX (Claims) shall continue notwithstanding termination or expiration of this Arrangement.

11.7. This Arrangement, which consists of eleven (11) Articles and one (1) or more Annexes, shall enter into force upon signature by both Parties and shall remain in force for ten (10) years. It may be extended by written agreement of the Parties.

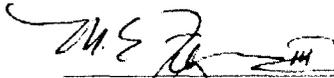
11.8. This arrangement replaces the Memorandum of Agreement on the Exchange of Military Personnel Between the United States Navy and the French Navy, and on the General Conditions Which Will Apply to the Exchange of Such Personnel signed on July 20, 1976.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their Governments, have signed this Arrangement.

DONE at Arlington, VA, on 30 November, 2009 in duplicate in French and English languages, both texts being equally authentic.

**FOR THE UNITED STATES
NAVY OF THE UNITED
STATES OF AMERICA**

**FOR THE MINISTER OF
DEFENSE OF THE FRENCH
REPUBLIC**



M.E. Ferguson III
Vice Admiral, U.S. Navy
Deputy Chief of Naval Operations,
Manpower, Personnel, Training &
Education

Olivier Lajous
Vice admiral, French Navy
Deputy chief of staff for Manpower
Chief of naval military personnel



ANNEX A
CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES

I understand and acknowledge that I have been accepted for assignment to (insert Name and location of organization to which assigned) pursuant to an arrangement between the United States Navy of the United States of America and the Minister of Defense of the French Republic. In connection with this assignment, I further understand, acknowledge, and certify that I shall comply with the following conditions and responsibilities:

1. The purpose of the assignment is to gain knowledge of the organization and management of Host Party (cite applicable area for MPEP assignment) defense activities. There shall be no access to information except as required to perform the duties described in the position description of the position to which I am assigned, as determined by my designated supervisor.
2. I shall perform only functions that are properly assigned to me as described in the position description (PD) for my assignment, and shall not act in any capacity on behalf of my Government or my Parent Party without consent of host command.
3. All information to which I may have access during this assignment shall be treated as information provided 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.
4. When dealing with individuals outside my immediate office of assignment on official matters, I shall inform such individuals that I am a foreign exchange person.
5. I have been briefed on, understand, and shall comply with, all applicable security regulations of the Host Party and the Host Government.
6. I will immediately report to my Contact Officer all attempts to obtain, without proper authorization, classified, restricted, proprietary, or Controlled Unclassified Information to which I may have access as a result of this assignment.

(Signature)

(Typed Name)

(Rank/Title)

(Date)

BACKGROUND STATEMENT

- I. **TYPE of agreement:** Bilateral.
- II. **COUNTRIES that are party:** The United States and The French Republic.
- III. **Responsible U.S. AGENCIES:** U.S. Department of Defense.
- IV. **FULL TITLE of the agreement:** Memorandum of Agreement Between United States Navy of The United States of America and The Minister of Defense of The French Republic Regarding the Exchange of Military Personnel (Short Title: MPEP Agreement).
- V. **SUBJECT MATTER:** Military Personnel Exchange Program (MPEP).
- VI. **LEGAL AUTHORITY:** 10 USC sections 5062 and 5013 and P.L. 104-201 Section 1082 are the applicable legal authorities.
- VII. **Date of ENTRY INTO FORCE:** 30 November 2009.
- VIII. **Date of TERMINATION:** 30 November 2019.

NAMES, TITLES, OFFICES, and COUNTRIES of SIGNING OFFICIALS:

For: U.S.

Name: M.E. Ferguson III
Title: Vice Admiral, Deputy Chief of Naval Operations
Manpower, Personnel, Training & Education
Organization: U.S. Navy
Location: Washington, DC

For: France

Name: Olivier Lajous
Title: Vice admiral, Deputy chief of staff for Manpower
Chief of naval military personnel
Organization: French Navy
Location: Paris, France

- IX. **FULL TITLES and DATES of AGREEMENTS upon which agreement is based:** This arrangement replaces the Memorandum of agreement on the Exchange of military Personnel Between the United States Navy and the French navy, and on the General Conditions Which Will Apply to the Exchange of Such Personnel signed on July 20, 1976.
- X. **DATE OF SIGNATURE:** 30 November 2009