

AGREEMENT BETWEEN  
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA  
AND  
MINISTRY OF DEFENSE OF THE FEDERAL REPUBLIC OF GERMANY  
CONCERNING  
HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS

The Department of Defense of the United States of America and the Ministry of Defense of the Federal Republic of Germany, hereinafter referred to as "the Parties," desire effective cooperation in an exchange of health care;

**Whereas**, the laws and regulations of the United States provide that inpatient medical care in Department of Defense medical treatment facilities in the United States shall be furnished without cost to foreign force members and their accompanying dependents in the United States, if comparable care is made available to a comparable number of United States force members and their dependents in the country of the foreign force member;

**Whereas** the Parties have determined that appropriate conditions exist to assure that comparable care for comparable numbers of persons will be made available by each Party; and

**Considering** the importance of establishing cooperative actions for the availability of medical care under the principle of reciprocity;

The Parties agree as follows:

**ARTICLE I**  
**Objective**

This Agreement establishes an understanding between the Parties that reciprocal inpatient medical treatment and other medical treatment shall be made available at military treatment facilities for the military members and their dependents of the Armed Forces of the United States of America and the Armed Forces of the Federal Republic of Germany. Medical care that may be provided at the medical military facilities in their respective territory of each Party shall be without charge.

## **ARTICLE II**

### **Definitions**

1. Dependents: The term "dependents" is defined as follows:
  - a. Spouse: A person, who based on the laws and military regulations of the military member's country, is considered to be the lawful wife or husband of the military member.
  - b. Dependent child: A military member's child who depends on the military member for support, and who has not attained the age of 21, or if enrolled in a full-time course of study at an institution of higher learning, the age of 23.
2. Subsistence surcharge: A charge for meals consumed in the military treatment facilities of the parties.

## **ARTICLE III**

### **Scope**

This Agreement applies to military members, and their dependents, of the United States of America and the Federal Republic of Germany military members, and their dependents, who are in each other's country at the official invitation of the receiving Government, or who are in each other's country as crew of a visiting military aircraft or military vessel that lands at each other's airfields or docks in each other's ports on official military business.

In addition to the dependents of German military members covered in the preceding paragraph, the accompanying dependents of a military student in the International Military Education and Training (IMET) Program shall be covered (understanding that the IMET program covers IMET students).

Requirements for identification and proof of eligibility by persons requesting health care under this Agreement shall be as prescribed by the Party furnishing the care.

## **ARTICLE IV**

### **Representatives**

In the implementation and administration of this Agreement, the Representative of the Department of Defense of the United States shall be the Assistant Secretary of Defense for Health Affairs, and the Minister of Defense shall represent the Federal Republic of Germany.

**ARTICLE V**  
**Medical Attention Available**

1. The Department of Defense of the United States shall make available in its military treatment facilities in the United States of America:

a. for German military members covered by this agreement, outpatient and inpatient care in Department of Defense medical and dental treatment facilities, without charge (except for a subsistence surcharge, if applicable). Medications available at the military treatment facilities are available without charge.

b. for dependents accompanying those military members:

i. outpatient and inpatient medical care in Department of Defense medical facilities, without charge (except for a subsistence surcharge, if applicable); and

ii. dental care in Department of Defense medical and dental facilities, without charge, to the same extent that such care may be made available in military facilities within the United States to dependents of United States military members.

2. If care is provided pursuant to paragraph 1 of this Article, German military members and their dependents receiving care in a Department of Defense medical treatment facility shall receive a copy of the medical records regarding the care provided and any follow-on treatment plan for their personal medical records.

3. The German Ministry of Defense shall make available in their medical military facilities in Germany:

a. for United States military members covered by this Agreement, outpatient and inpatient care in German Ministry of Defense medical and dental treatment facilities, without charge (except for a subsistence surcharge, if applicable). Medications available at the military treatment facilities are available without charge.

b. for dependents accompanying those military members:

i. outpatient and inpatient medical care in German Ministry of Defense medical facilities, without charge (except for a subsistence surcharge, if applicable); and

ii. dental care in Federal Republic of German Ministry of Defense medical and dental facilities, without charge, to the same extent that such care may be made

available in military facilities within Germany to dependents of German military members.

4. If care is provided pursuant to paragraph 3 of this Article, United States military members and their dependents receiving care in a German Ministry of Defense military medical treatment facility shall receive a copy of the medical records regarding the care provided and any follow-on treatment plan for their personal medical records.

#### **ARTICLE VI**

##### **Expenses**

Each party shall pay the resulting expenses from the application of this Agreement, subject to their respective laws and the availability of funds appropriated for these purposes.

#### **ARTICLE VII**

##### **Dispute Resolution**

Questions relating to interpretation of the provisions of this Agreement, or implementation of this Agreement, shall be referred for mutual resolution to the Representatives of the Parties.

**ARTICLE VIII**  
**Final Dispositions**

This Agreement shall enter into force upon the date of last signature and shall remain in force for three years, unless terminated by either Party by giving at least ninety days written notice to the other Party. It may be extended by mutual written agreement of the Parties.

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

This Agreement is in two originals in English and German, both texts being equally authentic.

For the Department of Defense  
of the United States of America

For the Minister of Defense  
of the Federal Republic of Germany

*Clifford L. Atchley*  
\_\_\_\_\_  
Under Secretary of Defense  
(Personnel and Readiness)

*St. Seidel*  
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Date: 5/10/2010

Date: 26. Mai 2010