

AGREEMENT BETWEEN
THE DEPARTMENT OF THE ARMY
OF
THE UNITED STATES OF AMERICA

AND
THE FEDERAL MINISTRY OF DEFENSE
OF
THE FEDERAL REPUBLIC OF GERMANY
REGARDING THE EXCHANGE
OF
MILITARY PERSONNEL

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PREAMBLE

The Department of the Army (U.S. Army) and the German Federal Ministry of Defense, hereinafter referred to as "the Parties," have agreed, recognizing the Agreement of 19 June 1951 between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA) as well as the Agreement of 3 August 1959 to Supplement the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces with respect to Foreign Forces stationed in the Federal Republic of Germany and the Agreement of 3 August 1959 to Supplement the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces with Respect to Foreign Forces Stationed in the Federal Republic of Germany as amended on 18 March 1993, 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 Agreement:

Agreement	Military Personnel Exchange Agreement, which formalizes this Exchange Program.
Classified Information	The official information that requires protection in the interests of national security and is so designated by the application of security classification markings.
Combatant Command	One of the U.S. unified or specified combatant commands established by the President of the United States of America under Title 10, United States Code, Section 164.
Controlled Unclassified Information	Information of a Party which is not classified and to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under an Agreement, the information shall be marked to identify its "in confidence" nature. It could include information which has been declassified but remains controlled.
Host Nation	Nation to which the Host Party belongs.
Host Organization	The agency or staff of the Military Service, Combatant

	Command, or Defense Department/Ministry to which exchange personnel are assigned for duty pursuant to this Exchange Program.
Host Party	For exchange personnel of the U.S. Army: The Federal Ministry of Defense of the Federal Republic of Germany. For exchange personnel of the Federal Ministry of Defense of the Federal Republic of Germany: The Department of the Army.
Military Exchange Personnel	Military personnel on active duty with the Parent Organization who are present with the Host Organization pursuant to this Exchange Program.
Parent Nation	Nation to which the Parent Party belongs.
Parent Organization	The agency or staff of the Military Service, Combatant Command, or Defense Department/Ministry to which exchange personnel belong.
Parent Party	For exchange personnel of the U.S. Army: The Department of the Army. For exchange personnel of the Federal Ministry of Defense of the Federal Republic of Germany: The Federal Ministry of Defense of the Federal Republic of Germany.

ARTICLE II PURPOSE AND SCOPE

2.1. This Agreement establishes the terms and conditions by which the Army of the United States of America and the Federal Ministry of Defense of the Federal Republic of Germany, provide on-site working assignments to selected military personnel from the other Party. The work assignments shall provide Military Exchange Personnel work experience and knowledge of the organization and management of Host Organization activities by performing duties under the direction of a host supervisor. Exchanges of military personnel under this Agreement shall be conducted on a reciprocal basis (one-for-one, in similar duties) so that the overall benefit to each Party shall be essentially equal. This Exchange Program 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.

2.2. Military Exchange Personnel shall not be assigned to positions under this Exchange Program that would involve the release of Restricted Data or Formerly Restricted Data as defined in the U.S. Atomic Energy Act of 30 August 1954 as amended; communications security information; information for which foreign dissemination has been prohibited in whole or in part; information for which a special access authorization is required; information originated by another organization, department, agency or government; or controlled unclassified information, unless the specific information has been authorized in writing for release to the government of the Parent Party under an existing program, or is released with the prior written consent of the appropriate disclosure authority, whichever is applicable.

2.3. Military Exchange Personnel shall not act in a liaison capacity or otherwise act as representatives of the Parent Party or the Parent Organization while assigned to exchange positions, nor shall they act as representatives of the Host Party or the Host Organization to which they are assigned. Military Exchange Personnel shall perform duties as defined in the position descriptions (PDs) for their respective positions.

ARTICLE III EXECUTIVE AGENTS

3.1. The Army of the United States of America, and the Federal Ministry of Defense of the Federal Republic of Germany shall be the Executive Agents for this Agreement. The Executive Agents shall be responsible for:

3.1.1. Periodically reviewing this Agreement to ensure conformity with applicable law and regulations;

3.1.2. Recommending amendments to this Agreement;

3.1.3. Entering into specific exchanges;

3.1.4. Maintaining a record of the exchange positions listed in the Implementing Provisions, Annexes B and C, and their associated position descriptions; and

3.1.5. Ensuring that exchanges are conducted in accordance with the approved position descriptions, applicable laws and regulations, and this Agreement.

**ARTICLE IV
SELECTION AND ASSIGNMENT OF PERSONNEL**

4.1. Participation in this Exchange Program shall be on a highly selective basis from among military personnel of the U.S. Army and the German Army or the Bundeswehr Joint Support Service. The Parent Organization shall be solely responsible for the selection of its Military Exchange Personnel based on the following criteria:

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

4.1.2. 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.

4.1.3. They must possess the grade, skill, training, and academic qualifications which are described in the applicable position descriptions.

4.1.4. They must be sufficiently proficient in the language of the Host Party to satisfy the requirements of the positions. The language skills required for the particular position shall be stipulated as a Standardized Language Profile (SLP) in accordance with STANAG 6001 in the Implementing Provisions to this Agreement.

4.2. Consistent with the nomination process, the Host Party shall be authorized to discharge exchange personnel from this Exchange Program who do not meet the above criteria. This decision is within the sole discretion of the Host Party.

4.3. The normal tour of duty for Military Exchange Personnel, exclusive of travel time between countries, shall be for a period of two years for U.S. exchange personnel and three years for German exchange personnel. 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 agreement of the Parties.

4.4. 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.

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

**ARTICLE V
FINANCIAL ARRANGEMENTS**

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

5.1.1. All pay and allowances.

5.1.2. Travel to and from the country of the Host Party arranged for by the Parent Party.

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

5.1.4. The movement of Military Exchange Personnel and their dependents, including household effects, at the beginning and end of their assignment.

5.1.5. Preparation and shipment of remains and funeral expenses in the event of the death of Military Exchange Personnel.

5.1.6. All expenses in connection with the return of Military Exchange Personnel who have been discharged from this Exchange Program and their accompanying dependents.

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

5.2.1. Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the Host Party.

5.2.2. Costs incurred as a result of a change in location of work ordered by the Host Party during the period of the exchange.

5.2.3. Costs for training conducted to familiarize, orient or certify exchange personnel regarding unique aspects of the assignments of exchange personnel.

5.3. The Host Party shall not charge for the use of facilities or equipment necessary for the performance of tasks assigned to Military Exchange Personnel.

5.4. The Parent Party shall pay the costs of formal and informal training and professional military education (PME).

5.5. The Host Party shall not provide any supplies or services related to those costs that, by virtue of paragraph 5.1 above, are the obligation of the Parent Party. Accordingly, it shall be necessary for the Parent Party to make arrangements to defray

such costs directly through its personnel, rather than by reimbursement to the Host Party.

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

ARTICLE VI SECURITY

6.1. During the selection process, each Party shall inform the other 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 consistent with Article II paragraph 2.2 of this Agreement and shall be kept to the minimum required to accomplish the work assignment, as determined by the Host Party, based on the applicable position description.

6.2. Each Party shall cause security assurances to be filed, through the Embassy of the Federal Republic of Germany in Washington, DC, in the case of the German Army and the Bundeswehr Joint Support Service, and through the Headquarters, U.S. Army Europe in Germany, in the case of the United States Army 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 Parent Party procedures.

6.3. The Host Organization and the Parent Organization shall ensure that assigned Military Exchange Personnel are fully cognizant of applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), classified information and controlled unclassified information to which access might be gained under this Exchange Program, both during and after termination of an assignment. Military Exchange Personnel shall be required to sign the certification in Annex A.

6.4. Military Exchange Personnel shall at all times be required to comply with the security laws, regulations and procedures of the Host Nation. Any violation of security procedures by Military Exchange Personnel during their assignments shall be reported to the Parent Party for appropriate action. Military Exchange Personnel committing violations of security procedures during their assignments shall be withdrawn from this Exchange Program with a view toward administrative or disciplinary action by the Parent Party.

6.5. All classified information made available to Military Exchange Personnel shall be considered as Classified Information furnished to the Parent Nation, and shall be subject to all provisions and safeguards provided for under the General Security Agreement (GSA), dated 23 December 1960, as amended.

ARTICLE VII
TECHNICAL AND ADMINISTRATIVE MATTERS

7.1. To the extent authorized by the laws and regulations of the Host Nation, the Host Organization shall provide administrative support as is deemed necessary for Military Exchange Personnel to perform assigned tasks efficiently. The Host Organization shall familiarize Military Exchange Personnel with any unique procedures necessary for the proper performance of their assigned tasks.

7.2. Consistent with the laws and regulations of the Host Nation, Military Exchange Personnel assigned under this Agreement shall be subject to the same restrictions, conditions, and privileges as Host Party personnel of comparable rank in comparable areas of assignment. Exemption from taxes, customs and import duties shall be governed by the Agreement of 19 June 1951 between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA) and the national law of the Host Nation.

7.3. Military Exchange Personnel and their dependents shall be informed by the Host Organization about applicable laws, orders, regulations and customs and they shall be required to comply with them. Military Exchange Personnel and their dependents also shall be briefed by Host Organization personnel regarding their specific entitlements, privileges, and obligations upon their arrival in the country of the Host Nation.

7.4. Military Exchange Personnel may observe the holiday schedule of either the Parent Party or the Host Party, as mutually agreed, taking into account the relevant national regulations.

7.5. 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 Organization's supervisor. Such reports shall be forwarded by the Host Organization to the Parent Organization, in accordance with Parent Organization requirements.

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

7.6.1. U.S. Army exchange personnel shall forward their reports in accordance with U.S. Army Regulation 614-10, U.S. Army Personnel Exchange Program.

7.6.2. German Army exchange personnel shall forward their reports through the Army Forces Command, Koblenz.

7.6.3. Bundeswehr Joint Support Service exchange personnel shall forward their reports to Armed Forces Office division VI WE SKB, Bonn.

7.7. Military Exchange Personnel and their dependents are entitled to medical and dental care in accordance with the provisions of the Agreement of 28 May 2010 between the Secretary of Defense of the United States of America and the Federal Ministry of Defense of the Federal Republic of Germany concerning the medical care of Members of the Armed Forces and their dependents, as amended.

7.8. Purchasing and patronage privileges at the Host Nation's military commissaries, exchanges, theaters and clubs shall be extended to Military Exchange Personnel and their dependents on the same basis as equivalent personnel of the Host Party. This provision shall not, however, limit privileges set forth elsewhere in this Agreement or other privileges granted by the Host Party, at its discretion, with the consent of the Parent Party.

7.9. Military Exchange Personnel shall be granted leave and passes/liberty under the regulations of the Parent Nation, subject to the approval of the appropriate authorities of the Host Party.

7.10. 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 Organization with which they are serving. Customs of the Host Organization shall be observed with respect to wearing of civilian clothes.

7.11. Consistent with the laws and regulations of the Host Nation, and upon conditions of reciprocity, the Host Organization shall provide, if available, housing and messing facilities for Military Exchange Personnel and their dependents on the same basis and priority as for its own personnel. Military Exchange Personnel shall pay messing and housing charges to the same extent as personnel of the Host Organization. At locations where the Host Organization does not provide facilities for its own personnel, the Parent Organization shall make suitable arrangements for Military Exchange Personnel in accordance with its national provisions.

ARTICLE VIII DUTY-RELATED PROVISIONS

8.1. In no case shall Military Exchange Personnel be assigned to positions which would require exercise of command or be assigned to other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host Nation.

8.2. 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

Nation, or where, in the normal course of their duty, they may become involved in activities which may cause difficulties for the Parent Nation.

8.3. The military superiors of the Parent Party shall order the Exchange Personnel to comply with any lawful instructions issued by Host Organization personnel insofar as such instructions are related to their functional responsibilities. The military superiors of the Host Party shall order Host Organization personnel to comply with any lawful instructions issued by Exchange Personnel insofar as such instructions are related to their functional responsibilities. There shall be no command relationship between Host Organization personnel and Exchange Personnel.

8.4. The Host Party shall not place Military Exchange Personnel in duty assignments in which they may be involved in armed actions or involvement in an armed action is anticipated, unless the Parent Party has expressly declared its prior written consent. This shall also apply in particular to deployment in United Nations peacekeeping operations or UN mandated multinational operations. Military Exchange Personnel shall in any case be bound by their respective national law and the implementing provisions and by law of armed conflict. Further, Military Exchange Personnel shall be subject to the Host Party's operational supervision and, in particular, to its Rules of Engagement (ROE) during armed actions. In the event of a conflict, the more restrictive regulation shall apply.

8.5. Military Exchange Personnel shall not be deployed to a third country or to participate in an exercise in a third country without written approval of the Parent Party.

8.6. Military Exchange Personnel committing an offense under the laws of the Host Nation or the Parent Nation or otherwise violating the laws and regulations of the Host Nation or the Parent Nation may be withdrawn from this Exchange Program with a view toward further administrative or disciplinary action by the Parent Party. Disciplinary action, however, shall not be taken by the Host Party against Military Exchange Personnel. Such action shall be the responsibility of the superior designated in paragraphs 8.8. and 8.9. The Parties may support each other in the enforcement of administrative or disciplinary action imposed by the Parent Party against its Military Exchange Personnel. This shall not apply to action connected with detention. Military exchange personnel shall have no disciplinary power over personnel of the Host Party. Failure to comply with the Host Party's Rules of Engagement (ROE) in the cases mentioned in paragraph 8.4. may be grounds for immediate withdrawal of the Military Exchange Personnel concerned.

8.7. Rights and privileges of military personnel set forth in existing agreements dealing with the status of personnel of one Party present in the territory of the other Party shall apply to Military Exchange Personnel and their dependents, and in the event of conflict, shall take precedence over this Agreement.

8.8. Headquarters, U.S. Army Europe shall serve as the Exchange Program Administrator for U.S. Army military personnel. The U.S. Army exchange personnel on

exchange with the German Army or the Bundeswehr Joint Support Service shall be under the administrative control of Headquarters, U.S. Army Europe.

8.9. German exchange personnel, while serving with a Host Organization in the United States, shall be under the administrative and disciplinary control of the Commander, German Armed Forces Command, United States and Canada. German exchange personnel who are serving with a U.S. activity in Germany shall remain under the disciplinary control of their parent unit.

ARTICLE IX INSURANCE

Military Exchange Personnel must obtain motor vehicle liability insurance coverage for all vehicles imported by them and their dependents into the Host Nation in accordance with applicable laws and regulations of the Host Nation or its political subdivision, where they 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

Disputes arising under or relating to this Agreement 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 Agreement 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 Agreement and any Annex to this Agreement, the Article shall control.

11.3. This Agreement may be amended in writing by mutual consent of the Parties.

11.4. This Agreement may be terminated at any time upon the written agreement of the Parties. In the event both Parties agree to terminate this Agreement, the Parties shall consult prior to the date of termination to ensure termination on economical and equitable terms.

11.5. Either Party may terminate this Agreement upon 180 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 Parties shall continue their obligations, 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.

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

11.6. The respective rights and responsibilities of the Parties regarding Article VI (Security) shall continue notwithstanding termination or expiration of this Agreement.

11.7. Upon the entry into force of the present Agreement, the following agreements shall cease to be in force:

11.7.1. Memorandum of Understanding between the Federal Minister of Defense of the Federal Republic of Germany and the Department of the U.S. Army concerning the Exchange of Army Officers under the German/United States Army Personnel Exchange Program, dated 9 March 1981.

11.7.2. Memorandum of Agreement between the Federal Minister of Defense of the Federal Republic of Germany and the Department of the Army of the United States of America on the Exchange of Army Officers, dated 5 July 1989.

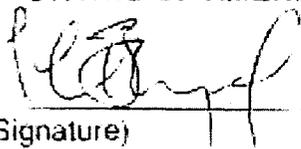
11.7.3. Memorandum of Agreement between the Federal Minister of Defense of the Federal Republic of Germany and the Department of the Army of the United States of America on the Exchange of Medical Department Officers, dated 31 August 1989.

11.7.4. Memorandum of Agreement between the Federal Ministry of Defense of the Federal Republic of Germany and the Department of the Army of the United States of America regarding the Exchange of Military Personnel, dated 15 March 2000.

11.8. This Agreement, which consists of eleven (11) Articles, 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.

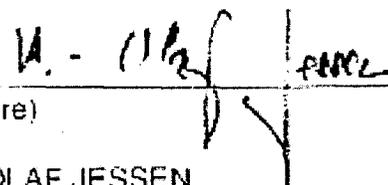
DONE at Washington, D.C. on July 12, 2011, in the English and the German languages,
both texts being equally authentic.

FOR THE DEPARTMENT OF
THE ARMY OF THE UNITED
STATES OF AMERICA


(Signature)

PETER C. BAYER JR
Major General, U.S. Army
Director of Strategy, Plans, and Policy

FOR THE FEDERAL MINISTRY OF
DEFENSE OF THE FEDERAL
REPUBLIC OF GERMANY


(Signature)

HANS-OLAF JESSEN
Colonel (GS)
Military Attaché and Assistant Defense Attaché

ANNEX A
CERTIFICATION OF AGREEMENT TO 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 agreement between the (insert applicable military organization) of the United States of America and the (insert applicable foreign military organization) of (Country Name). In connection with this assignment, I further certify that I understand, acknowledge, and 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 host supervisor.
2. I shall perform only functions which 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 or Parent Organization.
3. 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.
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 Organization.
6. I shall immediately report to my designated supervisor 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.

7. I undertake to ensure that the approval of my Parent Department of Defense/ Ministry of Defense has been granted prior to any involvement in hostilities or in armed operations or prior to the deployment to an area of operations and prior to any assignment as a member of an exercise contingent or prior to any participation in an exercise in third states.

(Signature)

(Typed Name)

(Rank/Title)

(Date)

ANNEX B

IMPLEMENTING PROVISION 1

U.S. ARMY EXCHANGE POSITIONS WITH THE GERMAN ARMY

No	Position	Date Est.	Tour Length	Grade	German Unit Location	U.S. Unit Location
1	Faculty & Staff	1989	36 months	SGM	German Army NCO Academy, Woiden Germany	USASMA Ft. Bliss, TX. U.S.A.
2.	Staff Officer	2004	2 years	MAJ	MoD Army G3 Bonn, Germany	7th Army TRG/EX (US) Heidelberg, Germany
3	Staff Officer	2004	2 years	MAJ	Combined Training Center, Altmark, Germany	Joint Multinational Readiness Center (JMRC), Hohenfels, Germany

ANNEX C

IMPLEMENTING PROVISION 2

U.S. ARMY EXCHANGE POSITIONS WITH THE BUNDESWEHR JOINT SUPPORT SERVICE

No. Position	Date Est.	Tour Length	Grade	German Unit Location	U.S. Unit Location
1 Psychological Opns Officer	1999	2 years	MAJ (US) CPT (DEU)	950 OpInfo Bn Mayen, Germany	4th PSYOPS GP Ft. Bragg, NC, U.S.A.
2 Military Police	2003	2 years	CPT	Joint Support Command, Army MP GP, Cologne Germany	Military Police School, Ft Leonard Wood, Missouri, U.S.A.
3 G3 Plans Officer	2004	2 years	LTC	KdoOpFuEingrKr Ulm, Germany	7th Army OP/MAN (US) Heidelberg, Germany
4 OPNS NCO	2004	2 years	MSG	KdoOpFuEingrKr Ulm, Germany	7th Army HQ (US) Heidelberg, Germany
5 CSC Instructor	1990	2 years	LTC	Fuehrungsakademie Hamburg, Germany	USACGSC Ft. Leavenworth, KS U.S.A.