

MEMORANDUM OF AGREEMENT

BETWEEN

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

AS REPRESENTED BY THE DEPARTMENT OF THE ARMY

AND

**THE MINISTRY OF DEFENSE OF
THE REPUBLIC OF ESTONIA**

REGARDING

THE ASSIGNMENT OF ESTONIAN DEFENSE PERSONNEL

TO THE UNITED STATES ARMY

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PREAMBLE

The Department of Defense (DoD) of the United States of America (U.S.), as represented by the Department of the Army, and the Ministry of Defense (MOD) of the Republic of Estonia (each referred to herein individually as a "Party" and together as the "Parties"), hereby establish the following terms and conditions regarding the assignment and non-reciprocal exchange of Estonian Defense Personnel to the United States Army.

ARTICLE I DEFINITIONS

In addition to any terms defined in other provisions of this Memorandum of Agreement (MOA), the following terms shall have the following meanings when used herein:

1.1. "Classified Information" shall mean information that is generated by or for the Government of the United States of America or the Government of the Republic of Estonia or that is under the jurisdiction or control of one of them, and 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 documentary form, or in the form of equipment or technology.

1.2. "Contact Officer" shall mean the U.S. Army official designated in writing to oversee and control all contacts, requests for information, consultations, access, and other activities of Estonian Defense Personnel who are assigned to, or are visiting, the U.S. Army.

1.3. "Controlled Unclassified Information" (CUI) shall mean unclassified information to which access or distribution limitations have been applied in accordance with national laws and regulations. It includes information that is exempt from public disclosure or that is subject to export controls.

1.4. "Estonian Defense Personnel" shall mean a military or civilian member of the Estonian Defence Forces who, upon approval or certification of the Host Party or Host Government, is assigned to a unit of the Host Party in accordance with the terms of this MOA.

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

1.6. "Host Party" shall mean the U.S. DoD, as represented by the Department of the Army.

1.7. "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. It is designed to ensure that Classified Information and CUI to be disclosed to foreign nationals has been properly authorized for disclosure to their governments; that the requesting foreign government provides a security assurance on such foreign nationals and their sponsoring organization or firm, when Classified Information is involved in the visit or assignment; and that administrative arrangements (e.g., date, time, and place) for the visit or assignment are provided.

1.8. "Parent Government" shall mean the Government of the Republic of Estonia.

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

1.10. "Security Assurance" shall mean an assurance described in Article 8 of the Agreement between the Government of the United States of America and the Government of the Republic of Estonia Concerning Security Measures for the Protection of Classified Military Information, which entered into force February 23, 2000.

ARTICLE II SCOPE

2.1. This MOA establishes the terms and conditions by which Estonian Defense Personnel may be assigned to the U.S. Army to fulfill operational requirements while providing work experience and multinational interoperability proficiency to the Estonian Defense Personnel assigned. This assignment is non-reciprocal. Assigned Estonian Defense Personnel shall gain operational expertise and technical knowledge while providing operational support to the U.S. Army. Estonian Defense Personnel may only be assigned positions as set out in a position description (PD) using the format specified at Annex B (Position Description Format for Estonian Defense Personnel Positions with the U.S. Army) to this MOA. The annexes to this MOA are an integral part hereof and include additional conditions and prerequisites specific to the particular assignments.

2.2. The assignment of each Estonian Defense Personnel to a position under this MOA 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 Estonian Defense Personnel position shall be subject to review by both Parties six months prior to the end of any tour of duty of assigned Estonian Defense Personnel to ensure that the position continues to be required by, and is of benefit to, the Host Party. If the Host Party determines that an Estonian Defense Personnel position is no longer required and is not beneficial to the Host Party, the Estonian Defense Personnel position may, after consultations between the Parties, be terminated in accordance with Article XI (Entry into Force, Amendment, Duration, and Termination) of this MOA.

2.3. Commencement of an Estonian Defense Personnel assignment shall be subject to any requirement that may be imposed by the Host Party or Host Government regarding formal certification or approval of assigned Estonian Defense Personnel, including evidence of required security clearances. Requests for assignment pursuant to this MOA shall be processed pursuant to the IVP, as defined in paragraph 1.7. of this MOA.

2.4. An individual may serve as assigned Estonian Defense Personnel to only one U.S. DoD organization at a time as set out in a PD using the format specified at Annex B (Position Description Format for Estonian Defense Personnel Positions with the U.S. Army) to this MOA.

**ARTICLE III
DUTIES AND RESPONSIBILITIES**

3.1. A PD developed by the Host Party shall be approved by the Parent Party for each Estonian Defense Personnel position established and detailed using the format at Annex B (Position Description Format for Estonian Defense Personnel Positions with the U.S. Army) to this MOA. The assigned Estonian Defense Personnel shall perform duties as set out in the PD and perform related tasks as specified by the Host Party supervisors and commanders and as contemplated and permitted by this MOA. Assigned Estonian Defense Personnel must possess the prerequisite grade, skill, training, academic qualifications, qualifications (including flight qualifications if relevant to the position), English Comprehension Level (ECL), Oral Proficiency Interview (OPI) level, and security clearance as described in the PD. The Parent Party shall provide the required qualification information of each potential Estonian Defense Personnel to the Host Party six months prior to the commencement of assignment. The Host Party shall review qualifications of prospective Estonian Defense Personnel for approval. The Host Party may disapprove assignment of any proposed Estonian Defense Personnel 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, but shall always include a consultation with the Parent Party.

3.2. The normal tour(s) of duty for assigned Estonian Defense Personnel, exclusive of travel time between countries, shall be specified in a PD using the format specified at Annex B (Position Description Format for Estonian Defense Personnel Positions with the U.S. Army) to this MOA. 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. Assigned Estonian Defense Personnel 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. Assigned Estonian Defense Personnel shall be required to respect all applicable Host Government and Host Party policies, procedures, laws, and regulations, including those relating to security.

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

3.5. Assigned Estonian Defense Personnel shall not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so in writing by both the Host Party and Parent Party. The Host Party shall notify the Parent Party and request such authorization at least 90 days before the beginning of the exercise, deployment or civil-military action.

3.6. The Host Party shall not place or keep assigned Estonian Defense Personnel 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. The Host Party shall notify the Parent Party and request such authorization at least 90 days before the beginning of such a duty assignment.

3.7. While on duty, Estonian Defense Personnel 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, Estonian Defense Personnel shall also wear such identification necessary to identify the Estonian Defense Personnel's nationality, rank, and status as Estonian Defense Personnel. Assigned Estonian Defense Personnel 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 Estonian Defense Personnel'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 assigned Estonian Defense Personnel concerning these requirements. In addition, the Contact Officer shall arrange for activities and coordinate access to facilities and information consistent with the purpose of this MOA.

ARTICLE IV FINANCIAL ARRANGEMENTS

4.1. Unless otherwise indicated in this MOA, the Parent Party shall be responsible for all costs and expenses of assigned Estonian Defense Personnel, including, but not limited to:

4.1.1. All basic pay, salary, and allowances, including per diem, of assigned Estonian Defense Personnel.

4.1.2. All travel by assigned Estonian Defense Personnel and Estonian Defense Personnel's dependents, including, but not limited to, travel to and from the country of the Host Party, or the location of the duty assignment as specified in the PD, as applicable.

4.1.3. All costs of living, including costs and expenses associated with the assignment or placement at the Host Party's location, or the location of the duty assignment as specified in the PD, as applicable, of assigned Estonian Defense Personnel and his or her dependents, including travel, housing, food and messing, and medical and dental services, unless specifically stated otherwise in an applicable international agreement.

4.1.4. Compensation for loss of, or damage to, the personal property of assigned Estonian Defense Personnel and his or her dependents.

4.1.5. All costs and expenses associated with preparation and shipment of remains and funeral expenses associated with the death of assigned Estonian Defense Personnel or his or her dependents.

4.1.6. All costs and expenses associated with the movement or storage of household effects of the assigned Estonian Defense Personnel and his or her dependents as authorized by the Parent Party.

4.1.7. All costs and expenses associated with language or other formal training as requested by the Parent Party for assigned Estonian Defense Personnel.

4.1.8. All costs and expenses associated with the return of assigned Estonian Defense Personnel, including his or her dependents, whose assignment has ended or been terminated.

4.1.9. All temporary duty expenses, when directed 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 assigned Estonian Defense Personnel provided by the Host Party conducted to familiarize, orient, or certify Estonian Defense Personnel regarding unique aspects of the assignment as specified in the PD developed using the format at Annex B (Position Description Format for Estonian Defense Personnel Positions with the U.S. Army) to this MOA.

4.2.2. Office space, equipment (on loan), and other clerical support required to perform the duties of assigned Estonian Defense Personnel.

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

ARTICLE V SECURITY

5.1. The Host Party shall establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or CUI to assigned Estonian Defense Personnel shall be permitted. The Host Party shall inform the Parent Party of the level of security clearance required to permit assigned Estonian Defense Personnel's access to such information. Assigned Estonian Defense Personnel's access to such information and facilities shall be consistent with, and limited by, the terms of his/her assignment, the provisions of this Article, and any other agreements or arrangements 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 MOA, and, at its discretion, the Host Party may prohibit assigned Estonian Defense Personnel'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 MOA shall be construed by the Parties to authorize unfettered access to Classified Information or CUI residing in the Host Party's facilities or computer systems.

5.2. The Parent Party shall cause a Security Assurance to be filed, through the Estonia Embassy in Washington, D.C., stating the security clearance for Estonian Defense Personnel 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 1.7. of this MOA.

5.3. The Host Party shall ensure that each assigned Estonian Defense Personnel is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of intellectual property rights and proprietary information (such as patents, copyrights, know-how, and trade secrets), Classified Information, and CUI disclosed to assigned Estonian Defense Personnel. This duty shall apply both during and after termination of assignment as Estonian Defense Personnel. Prior to taking up duties, Estonian Defense Personnel shall be required to sign a certification using the template set forth in Annex A (Terms of Reference and Legal Status Certification) to this MOA. Only individuals who execute a Terms of Reference and Legal Status Certification shall be permitted to serve as Estonian Defense Personnel with the U.S. Army.

5.4. The Parent Party shall ensure that assigned Estonian Defense Personnel, at all times, respect the security laws, regulations, and procedures of the Host Government. Any violation of security laws, regulations, or procedures by assigned Estonian Defense Personnel during his or her assignment shall be reported to the Parent Party for appropriate action. Upon request by the Host Party and after consultations between the Parties, the Parent Party shall remove any Estonian Defense Personnel who violates security laws, regulations, or procedures during his or her assignment.

5.5. All Classified Information made available to assigned Estonian Defense Personnel shall be considered as Classified Information furnished to the Parent Government, and shall be subject to all provisions and safeguards provided for under the Agreement between the Government of the United States of America and the Government of the Republic of Estonia Concerning Security Measures for the Protection of Classified Military Information, which entered into force February 23, 2000.

5.6. Assigned Estonian Defense Personnel 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 assigned Estonian Defense Personnel (and requested in writing by the Parent Government) for the following situations:

5.6.1. Couriers. Assigned Estonian Defense Personnel may take custody of Classified Information to perform courier functions, when authorized by the Host Party certification for assigned Estonian Defense Personnel. The Classified Information shall be packaged and received for in compliance with Host Party requirements.

5.6.2. On-Site Storage. Assigned Estonian Defense Personnel 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.

ARTICLE VI
TECHNICAL AND ADMINISTRATIVE MATTERS

6.1. Assigned Estonian Defense Personnel shall be under the direction and operational control of the Host Party's unit commander or designated representative. Administration and control of assigned Estonian Defense Personnel shall be in accordance with Host Party's national laws and regulations.

6.2. To the extent authorized by the laws and regulations of the Host Government, and in accordance with Article IV (Financial Arrangements) of this MOA, the Host Party may provide such administrative support as is necessary for assigned Estonian Defense Personnel to perform duties assigned pursuant to this MOA.

6.3. The Host Party shall determine the normal working hours for assigned Estonian Defense Personnel.

6.4. Assigned Estonian Defense Personnel 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 or her designated representative. The leave and holiday schedule for assigned Estonian Defense Personnel shall be commensurate with the Host Party's unit's schedule.

6.5. Assigned Estonian Defense Personnel and his or her dependents shall be provided care in military medical and dental facilities to the extent permitted by applicable national law, policy, and international agreements. When a reciprocal agreement for health care exists between the Parties or their Governments, the access entitlements of assigned Estonian Defense Personnel and his or her dependents are specified in such agreement. Except as specifically provided by agreement or Host Party law and policy, each assigned Estonian Defense Personnel shall be responsible for all medical and dental costs incurred by such Estonian Defense Personnel and his or her dependents. The Parent Party shall be responsible for familiarizing itself with the medical and dental services available to each Estonian Defense Personnel and his or her dependents. The Parent Party shall ensure that each assigned Estonian Defense Personnel and his or her dependents are physically fit prior to the assigned Estonian Defense Personnel's tour of duty.

6.6. Assigned Estonian Defense Personnel and his or her accompanying dependents may be accorded the use of DoD commissaries, exchanges, theatres, and similar morale and welfare facilities, to the extent U.S. Army personnel are authorized to use such commissaries, exchanges, theatres, and similar morale and welfare facilities, in accordance with 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 reimbursement by the Parent Party or the assigned Estonian Defense Personnel, the Host Party may provide, if available, housing and messing facilities for assigned Estonian Defense Personnel and his or her 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 locating suitable accommodations.

6.8. The Parent Party shall ensure that assigned Estonian Defense Personnel 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 or arrangement between the Parties, assigned Estonian Defense Personnel entering the United States shall be required to comply with U.S. Customs Regulations.

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

6.10. Any decorations, awards, or insignia bestowed on assigned Estonian Defense Personnel by the Host Party shall be made in accordance with Host Party's regulations. The Parent Party shall be notified of such awards. These awards shall not be accepted by assigned Estonian Defense Personnel without the prior written approval of the Parent Party.

6.11. The Host Party's certification or approval of an individual as Estonian Defense Personnel shall not bestow diplomatic or other special privileges on that individual.

ARTICLE VII DISCIPLINE AND REMOVAL

7.1. Except as provided in paragraph 7.2. of this Article, neither the Host Party nor the Armed Forces of the Host Government may take disciplinary action against assigned Estonian Defense Personnel who commits an offense under the military laws or regulations of the Host Government or Host Party. The Parent Party, however, shall take such administrative or disciplinary action against assigned Estonian Defense Personnel as may be appropriate under the circumstances to ensure compliance with this MOA, 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 assigned Estonian Defense 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 and after consultations between the Parties, the Parent Party shall remove assigned Estonian Defense Personnel 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 assigned Estonian Defense Personnel and the Estonian Defense Personnel's accompanying dependents.

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

ARTICLE VIII REPORTS

8.1. Reports that assigned Estonian Defense Personnel may be required to make by the Parent Party or that they wish to make concerning their duties as Estonian Defense Personnel shall be submitted in accordance with the Parent Party's regulations. Upon receipt of the request by the Parent Party, individual evaluation reports of assigned Estonian Defense Personnel 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 assigned Estonian Defense Personnel, 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.

ARTICLE IX CLAIMS

9.1. Claims arising out of, or in connection with, this MOA 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 (NATO SOFA), and any other applicable bilateral or multilateral agreements to which the Parties, or their Governments, are a party concerning the status of their forces in the country of the Host Party. Civilian employees of the Parties shall be deemed, for the purpose of Article VIII of the NATO SOFA, to be members of a civilian component within the meaning of Article I of the NATO SOFA while present in the territory of the nation of the other Party for the purpose of this MOA. Claims to which the provisions of the NATO SOFA or of any such other agreements do not apply shall be dealt with as follows:

9.1.1. Each Party waives all its claims, other than contractual claims, against the other Party, and against the military members and civilian employees of the other Party, for damage, loss, or destruction of property owned or used by the waiving Party, if the damage, loss, or destruction:

9.1.1.1. was caused by a military member or a civilian employee of the other Party in the performance of official duties; or

9.1.1.2. arose from the use of any vehicle, vessel, or aircraft owned and used by the other Party, provided that the vehicle, vessel, or aircraft causing the damage, loss, or destruction was being used for official purposes, or that the damage, loss, or destruction was caused to the property being so used.

9.1.2. Each Party waives all its claims against the other Party and against the respective military members and civilian employees of the other Party for injury or death suffered by a military member or civilian employee of the waiving Party while such member or employee was engaged in the performance of official duties.

9.1.3 Each Party shall not seek indemnification from the other Party for third party claims by any other persons or entities for damage, loss, injury, or death, arising out of an act or omission by the Parent Party's military members or civilian employees.

9.2 The Parent Party shall ensure that assigned Estonian Defense Personnel and the Estonian Defense Personnel's dependents obtain motor vehicle liability insurance coverage for their private motor vehicles in accordance with applicable laws, regulations, and policies of the Government of the Host Party, or the political subdivision of the country of the Host Party in which assigned Estonian Defense Personnel and Estonian Defense Personnel's dependents are located. In cases of claims involving the use of private motor vehicles, the Parent Party shall use its best efforts to ensure that the first recourse by any claimants shall be against such insurance.

ARTICLE X SETTLEMENT OF DISPUTES

10.1. Disputes arising under or relating to this MOA 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.

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

11.1. This MOA shall enter into force upon signature by both Parties. This MOA shall remain in force for three (3) years, and may be extended by written agreement of the Parties.

11.2. All obligations of the Parties under this MOA shall be subject to applicable national laws and regulations, including export control laws, regulations, and policies, and the availability of appropriated funds for such purposes.

11.3. The Parent Party shall ensure that each assigned Estonian Defense Personnel complies with all obligations and restrictions applicable to Estonian Defense Personnel under this MOA and the Terms of Reference and Legal Status Certification executed using the template set forth in Annex A (Terms of Reference and Legal Status Certification) to this MOA.

11.4. This MOA and its Annexes may be amended by the mutual written agreement of the Parties. Annexes may be modified or added to this MOA by the mutual written agreement of the Parties.

11.5. This MOA may be terminated at any time by written agreement of the Parties. In the event both Parties agree to terminate this MOA, the Parties shall consult prior to the date of termination.

11.6. Either Party may terminate this MOA or an Annex upon ninety (90) days written notification to the other Party. Termination of this MOA shall also terminate its Annexes. Either

Party may terminate a position described in a PD prepared using Annex B (Position Description Format for Estonian Defense Personnel Positions with the U.S. Army) to this MOA, after consultations between the Parties, upon ninety (90) days written notification to the other Party.

11.7. The respective rights and responsibilities of the Parties and assigned Estonian Defense Personnel under Article V (Security), Article IX (Claims), and paragraph 11.8. of this Article (Entry Into Force, Amendment, Duration, and Termination) of this MOA shall continue, notwithstanding the termination or expiration of this MOA.

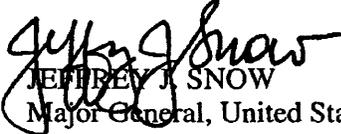
11.8. No later than the effective date of expiration or termination of this MOA, the Parent Party shall remove its assigned Estonian Defense Personnel and the Estonian Defense Personnel's dependents from the territory of the Host Party and pay any money owed to the Host Party under this MOA. Any costs or expenses for which a Party is responsible pursuant to Article IV (Financial Arrangements) of this MOA, but that were not billed in sufficient time to permit payment prior to termination or expiration of this MOA, shall be paid promptly after such billing.

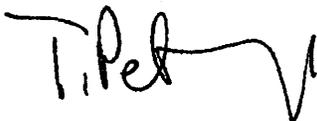
11.9. This MOA consists of eleven (11) Articles and two (2) Annexes.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MOA, which is in the English language.

The Department of Defense of the
United States of America, as represented by the
Department of the Army

The Ministry of Defense of the Republic of
Estonia


JEFFREY J. SNOW
Major General, United States Army
Director, Strategy, Plans and Policy


TAIMAR PETERKOP
Acting Permanent Secretary, Ministry of
Defense of the Republic of Estonia

Pentagon, Washington, DC

Tallinn, Estonia

3 July 12
Dated:

09 07. 2012
Dated:

**ANNEX A
TERMS OF REFERENCE AND LEGAL STATUS
CERTIFICATION**

**ARTICLE I
ESTONIAN DEFENSE PERSONNEL
LEGAL STATUS OF CERTIFICATION**

As a representative of Estonian Defense Forces under the auspices of an extended visit authorization to the U.S. Army, I am subject to the jurisdiction of United States Federal, State, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity that I may have been granted. I understand that my acceptance of the Estonian Defense Personnel position with the U.S. Army does not bestow upon me diplomatic or other special privileges.

**ARTICLE II
ESTONIAN DEFENSE PERSONNEL
CONDITIONS OF CERTIFICATION**

(1) **Responsibilities:** I understand that my activities shall be limited to performing functions for the Host Party to promote greater mutual understanding with regard to the issues in which my Government and the U.S. Government have a mutual interest. I shall not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government. My duties and functions are described in the position description provided to me in connection with this assignment.

(2) **Costs:** I understand that all costs associated with my duties as Estonian Defense Personnel shall be the responsibility of my Government, including, but not limited to, travel, housing, messing, and medical and dental services.

(3) **Extensions and Revalidation:** I understand that if my Government desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request shall be submitted not later than thirty (30) days prior to the expiration date of the current extended visit authorization.

(4) **Contact Officer:** I understand that when the certification process is completed, a Contact Officer shall be assigned to sponsor me during my visit to the [*Name of applicable U.S. Army unit*]. 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 certification. I also understand that requests for information that are beyond the terms of my certification shall be made through the Office of the Defense Attaché, Embassy of the Republic of Estonia, Washington, DC.

(5) **Other Visits:** I understand that visits to facilities for which the purpose does not directly relate to the terms of my certification shall be made through the Office of the Defense Attaché, Embassy of the Republic of Estonia, Washington, DC.

(6) **Uniform:** I understand that I shall wear my national uniform when conducting business at the U.S. Army facility or other U.S. Department of Defense facilities, unless otherwise directed. I shall comply with my Parent Government's service uniform regulations.

(7) **Duty Hours:** I understand that my duty hours are Monday through Friday, from 0800 to 1700. Should I require access to my work area during non-duty hours, I am required to request permission from the Command Security Officer through my Contact Officer. I further understand that *IT IS NOT* necessary to assign a U.S. escort officer to me during my non-duty access. Any incremental cost incurred as a result of such non-duty access shall be reimbursed to the U.S. Government.

(8) **Security:**

a. I understand that access to U.S. Government information shall be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of assigned Estonian Defense Personnel, as described in the position description for the position to which I am assigned. I also understand that I may not have access to U.S. Government computer systems, unless the information accessible by the computer is releasable to my Government in accordance with applicable U.S. law, regulations, and policy.

b. All information to which I may have access during my certification shall be treated as information provided, in confidence, to my Government 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 U.S. Government.

c. I shall immediately report to my Contact Officer should I obtain or become knowledgeable of U.S. Government information for which I am not authorized to have access. I further agree that I shall report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.

d. If required, I shall display a security badge on my outer clothing so that it is clearly visible. The U.S. Government shall supply this badge.

(9) **Compliance:** I have been briefed on, fully understand, and shall comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other international agreements.

(10) **Definitions of Terms:** Terms not defined herein shall have the definitions ascribed to them in the applicable MOA governing my assignment as Estonian Defense Personnel.

**ARTICLE III
ESTONIAN DEFENSE PERSONNEL, TERMS OF CERTIFICATION**

- (1) **Contact Officer:** [NAME OF CONTACT OFFICER[s]] has been assigned as my Contact Officer.
- (2) **Certification:** I am certified to the U.S. Army and shall represent Estonian Defense Forces to the U.S. Army, as mutually agreed by the Parties.
- (3) **Travel:** I may visit the following locations under the terms of my certification, with the permission of my Contact Officer: *[Insert locations]*

**ARTICLE IV
ESTONIAN DEFENSE PERSONNEL, CERTIFICATION OF IN-BRIEFING**

I, [NAME OF Estonian Defense Personnel], understand and acknowledge that I have been certified as an assigned Estonian Defense Personnel to the U.S. Army, as agreed upon between the Ministry of Defense of the Republic of Estonia and the Department of the Army of the United States of America in accordance with the Memorandum of Agreement (MOA) between the Department of Defense of the United States of America (DoD), as represented by the Department of the Army, and the Ministry of Defense of the Republic of Estonia (MOD) Regarding the Assignment of Estonian Defense Personnel to the U.S. Army. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I shall comply with the conditions and responsibilities of my certification.

SIGNATURE OF ESTONIAN DEFENSE PERSONNEL

TYPED NAME OF ESTONIAN DEFENSE PERSONNEL

RANK AND/OR TITLE

DATE

SIGNATURE OF BRIEFER

TYPED NAME

DATE

**ANNEX B
POSITION DESCRIPTION FORMAT FOR ESTONIAN DEFENSE PERSONNEL
POSITIONS WITH THE U.S. ARMY**

1. DUTY TITLE:

2. DESCRIPTION OF POSITION AND DUTIES PERFORMED:

3. TOUR LENGTH:

4. DoD COMMAND/DoD ORGANIZATION/DUTY UNIT/LOCATION:

5. QUALIFICATIONS:

A. SECURITY CLEARANCE:

B. RANK/GRADE:

C. REQUIRED FORMAL TRAINING:

D. REMARKS:

6. HOST PARTY ORGANIZATION RESPONSIBLE FOR ADMINISTRATIVE AND OPERATIONAL SUPERVISION OF THE ESTONIAN DEFENSE PERSONNEL: