

**DEFENSE**

**Cooperation**

**Memorandum of Understanding  
Between the  
UNITED STATES OF AMERICA  
and BANGLADESH**

Signed at Dhaka August 5 and September 14, 1998



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

**BANGLADESH**

**Defense: Cooperation**

*Memorandum of understanding  
signed at Dhaka  
August 5 and September 14, 1998;  
Entered into force September 14, 1998.*

MEMORANDUM OF UNDERSTANDING INTERNATIONAL (MOUI)

BETWEEN

THE UNITED STATES PACIFIC AIR FORCES (PACAF)

AND

PEOPLE'S REPUBLIC OF BANGLADESH ARMED FORCES

CONCERNING

EXERCISE COPE SOUTH

1. AUTHORITY: This agreement between PACAF and the Armed Forces of the People's Republic of Bangladesh (AFPRB) (hereinafter referred to as the Parties) is entered into to document mutual understandings in relation to conducting demonstration of search and rescue (SAR), airland, and airdrop procedures from US aircraft operations in The Republic of Bangladesh.
2. PURPOSE: This MOUI establishes the objectives, general provisions, and responsibilities of PACAF and AFPRB to facilitate mutual support and participation in Cope South exercises.
3. GENERAL PROVISIONS: Once a year, PACAF plans to deploy a team to the People's Republic of Bangladesh to conduct a combined exercise with the AFPRB in the application and demonstration of search and rescue (SAR) and airdrop procedures from US aircraft. While Cope South exercises are planned every year, signature on this MOUI in no way obligates either party to participate in any exercise under this agreement.
  - a. US Participants: The number of US participants will vary but is estimated that approximately fifty (50) PACAF personnel will participate in each event.
  - b. Combined Training Objectives:
    - (1) Rescue response and triage of simulated casualties.
    - (2) Use of pyrotechnic devices.
    - (3) Use of door bundies, ramp bundles, container delivery systems, and improvised equipment dropping techniques.
    - (4) Airdrop of US supplies and PACAF personnel.
    - (5) Surveying, marking, and use of drop zones.

(6) Pathfinder night vision goggles (NVG) operations.

(7). SAR procedures.

(8). Inflight refueling demonstration of US rotary and/or fixed wing aircraft.

b. Concept of Operations: PACAF units deploy to Bangladesh to conduct a combined exercise with AFPRB in rigging airdrop loads, pathfinder operations, search and rescue procedures, and aerial delivery of supplies from various platforms. At least 90 days prior to each exercise, AFPRB and PACAF will identify specific requirements for support.

(1) PACAF units will deploy to Bangladesh for a period of approximately ten to fifteen (10-15) days. The specific exercise dates will be mutually agreed upon by PACAF and AFPRB at least 90 days prior to each exercise.

(2) The Government of Bangladesh will be solely responsible for the preparation, maintenance, repair, and operation of training areas after completion of the event. Neither PACAF nor the US Government will have any obligation to return any training area to the state it was before the exercise, including any damage caused by pyrotechnic devices.

c. As used in this MOUI, the term "PACAF personnel" includes members of the US Armed Forces, including the US Air National Guard, and civilian employees of the United States present in Bangladesh for the purpose of the exercise.

d. Safety is the most important aspect of the combined exercise. A risk analysis of each mission will be performed jointly by AFPRB and PACAF aviation participants. All aviation missions will be conducted at no higher than low-level risk. Only after approval by the senior member of each participating force will aviation missions be approved for execution. Either the AFPRB or PACAF senior participating commander may cancel or modify any mission or portion of a mission at any time based on associated risks. Aircrews will conduct pre-flight and in-flight safety checks in accordance with US standards and are obligated to ensure that flights do not proceed until unsafe conditions are made safe.

e. PACAF shall be exempt from air navigation fees, landing, ground services, handling, ramp, parking, and/or other similar fees at AFPRB installations, and will be provided use of airport facilities such as ground power units and toilet services at no cost to PACAF or the US Government.

#### 4. AFPRB RESPONSIBILITIES:

a. Provide representatives to expedite immigrations and customs processing of PACAF personnel at the time of arrival and departure. The AFPRB will ensure that Bangladesh visas for PACAF personnel are obtained upon arrival at no cost to PACAF personnel and ensure exit stamps are provided at no cost for the departure of PACAF personnel from Bangladesh.

b. Provide transportation of supplies and materials in Bangladesh at no cost to PACAF

c. Provide assistance with securing commercial billeting and any meals as required by the exercise schedule for PACAF personnel. Provide timely daily transportation from the billeting site to the exercise location if transportation is required. Costs for billeting, meals, and transportation will be paid by PACAF.

d. Assist in filing flight plans and other actions required for the operation of aircraft within Bangladesh airspace in order to conduct the exercise, as well as processing required aircraft clearance requests through the Ministry of Foreign Affairs, People's Republic of Bangladesh.

e. Designate and make readily available an AFPRB representative to facilitate coordination between AFPRB and PACAF personnel concerning exercise activities.

f. Provide and utilize AFPRB parachute repack facilities at no cost to PACAF.

g. Assist as needed in locating emergency medical care for PACAF personnel. Costs for medical care will be paid by PACAF.

h. Provide an orientation briefing for PACAF personnel upon arrival on Bangladesh's history, customs, laws, and religious beliefs.

#### 5. PACAF RESPONSIBILITIES:

a. Pay reasonable costs for fuel needed to operate US aircraft at a rate no less favorable than the rate paid by the AFPRB. Request for payment of fuel used by US aircraft shall be made to the US Defense Attaché Office, American Embassy, Dhaka. Payment processing will be in accordance with the US Embassy procedures.

b. Retain command and control of all PACAF personnel taking part in the exercise.

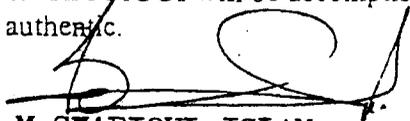
c. Use its best efforts to obtain clearance to transport AFPRB personnel aboard US Air Force aircraft during the execution of the exercise.

d. Use its best efforts to ensure the availability of adequate equipment and material for completion of exercise objectives. All PACAF-provided material will be retained by PACAF upon the completion of the exercise and will be removed from Bangladesh. The American Embassy will serve as Agent, as needed, to facilitate the removal of property on PACAF's behalf.

6. DURATION, REVIEW, REVISION, TERMINATION: This agreement is effective upon the date of last signature and shall remain in effect indefinitely. It shall be reviewed at least every three years from the effective date by both parties. PACAF will initiate reviews. Revisions must be in writing and be made by mutual consent. The agreement may be terminated at any time by mutual consent or unilaterally by either party after written notification at least 120 days in advance to the opposite party.

7. CLAIMS: The Parties agree not to assert claims against each other for loss or damage to their respective property or for injury or death of their respective personnel arising out of joint operations conducted under this agreement. AFPRB and PACAF will cooperate, as appropriate, in the settlement or other disposition, of any claims of third parties for property loss or damage, personal injury, or death arising out of joint operations conducted under this agreement.

8. This MOUI will be accomplished in two originals, both in English, with each text equally authentic.

  
M SHAFIQL ISLAM  
AIR COMMODORE  
DIRECTOR TRAINING  
ARMED FORCES DIVISION  
DHAKA CANTONMENT  
(SIGNATURE BLOCK)

PATRICK K. GAMBLE, General, USAF  
Commander

  
(SIGNATURE BLOCK)

DATE: 05 AUGUST 1998

DATE: 14 SEPTEMBER 1998