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MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES MARINE CORPS FORCES EUROPE

AND

THE GENERAL STAFF OF THE MINISTRY OF NATIONAL DEFENSE OF
ROMANIA

CONCERNING TRAINING
CONDUCTED IN ROMANIA BY THE
UNITED STATES MARINE CORPS

"United States Marine Corps Europe's Romanian Training Program"

or
ROTRAPRO

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1 The General Staff of the Ministry of National Defense of Romania (hereinafter
2 referred to as GSRO) and United States Marine Corps Forces Europe (hereinafter called
3 MARFOREUR), collectively known as the Parties,

4
5 **Considering** their obligations under the North Atlantic Treaty Partnership for Peace
6 Program (NATO PfP), the Agreement Among the States Parties to the North Atlantic
7 Treaty and the Other States Participating in the Partnership for Peace Regarding the
8 Status of Their Forces done in Brussels on June 19, 1995 (PfP SOFA), and the Agreement
9 between Romania and United States of America regarding the Status of United States
10 Forces in Romania, signed by Parties on 30 October, 2001 (hereinafter referred to as
11 Supplemental Agreement to the PfP SOFA),

12
13 **And further considering** scenarios for both unilateral and bilateral training, hereby
14 referred to as the United States Marine Corps Europe's Romanian Training Program, or
15 "ROTRAPRO",

16
17 **Desiring therefore** to integrate the Supplemental Agreement to the PfP SOFA, to which
18 both countries are Parties, and which incorporate by reference the NATO SOFA,

19
20 **Have agreed** as follows:

21
22 DEFINITIONS AND ACRONYMS

23		
24	APOD	Air Port of Debarkation
25	APOE	Air Port of Embarkation
26	Bilateral Training	Training conducted by, and including both, United States Marine 27 Corps and Romanian military units and personnel:
28	Customs	VAMA
29	DD	Defense Department (UNITED STATES) - also, DoD
30	DFP	Defense Fighting Positions - infantry foxholes and related 31 constructions
32	DLDT	Damage and Loss Determination Team
33	GSRO	General Staff of the Ministry of National Defense of Romania
34	ISO PfP	"In the Spirit of" Partnership for Peace Program
35	LNO	Liaison Officer
36	LOX	Liquid Oxygen
37	MARFOREUR	United States Marine Corps Forces Europe of the United States 38 European Command
39	MHE	Material handling and transportation equipment
40	MOGAS	Gasoline
41	MOU	Memorandum of Understanding
42	NATO	North Atlantic Treaty Organization
43	NATO PfP	NATO Partnership for Peace Program
44	POL	Petroleum, Oil, and Lubricants - any refined petroleum products
45	SOFA	Status of Forces Agreement

1	SPOD	Sea Port of Debarkation
2	SPOE	Sea Port of Embarkation
3	UCMJ	Uniform Code of Military Justice - the United States Military's
4		legal code
5	Unilateral Training	Training conducted solely by and with MARFOREUR units and
6		personnel
7	US	United States of America
8	VAMA	Romanian equivalent of United States Customs Service

9
10
11 ARTICLE 1

12
13 SCOPE OF THE MEMORANDUM

14
15 This Memorandum of Understanding (MOU) prescribes GSRO support to be provided
16 only to MARFOREUR for the purposes of training and related exercise activities under
17 ROTRAPRO on Romanian territory. Any request for additional support outside the
18 scope of this Memorandum of Understanding shall be discussed and be subject to
19 separate agreement between GSRO and MARFOREUR. Any discrepancy between this
20 MOU and the Supplemental Agreement to the Pfp SOFA will be resolved in favor of the
21 terms and conditions of the Supplemental Agreement to the Pfp SOFA.

22
23 ARTICLE 2

24
25 SETTLEMENT OF DISPUTES

26
27 This MOU does not conflict with the respective laws of Romania, laws of the United
28 States, or with other international agreements in force signed by Romania or the United
29 States. Disputes concerning the interpretation and application of this MOU shall be
30 resolved only by consultation between the Parties, and will not be referred to any third
31 party or tribunal for settlement.

32
33 ARTICLE 3

34
35 FINANCIAL PRINCIPLES

36
37 1. The financial obligations of the Parties under this MOU shall be subject to the
38 authorization and appropriation of funds in accordance with respective national laws.
39 MARFOREUR shall reimburse the GSRO for all mutually agreed costs under the
40 provisions of this MOU and any subsequent Technical Agreements. Detailed financial
41 agreements, including arrangements for reimbursement in kind and settlement of
42 accounts, shall be settled according to mutually agreed procedures. Should an
43 Acquisition and Cross-Servicing Agreement (ACSA) be concluded between the Parties,
44 such agreement may also be used as a means of ordering and paying for services under
45 this MOU.

1
2 2. Costs that may arise out of any cancellation of, or changes to, orders for supplies,
3 equipment, or services from commercial sources, as agreed between a private contractor
4 and MARFOREUR, shall be paid by MARFOREUR in accordance with the terms of the
5 contract.

6
7 3. GSRO shall provide certain services and supplies. Services and supplies, other than
8 those agreed to be provided by the GSRO, must be contracted for by MARFOREUR.
9 When GSRO is not able to provide the necessary supplies and services, GSRO will
10 provide MARFOREUR a list of commercial sources. The GSRO shall not obtain
11 services nor commit to any contracts from commercial sources on behalf of
12 MARFOREUR unless MARFOREUR has specifically agreed to accept the services,
13 supplies, equipment, etc., and also has agreed in advance, in writing, to pay a specified
14 cost for them. All commercial items shall be obtained through formal contractual
15 arrangements.

16
17 4. Where MARFOREUR contracts for supplies, equipment and services from commercial
18 sources, such as food, vehicle rentals, laundry, medical, etc, MARFOREUR shall pay the
19 contractor according to contractual provisions. In these cases, GSRO will encourage
20 commercial vendors to submit their bills in a timely manner. Where GSRO provides
21 goods and services to MARFOREUR, MARFOREUR will pay all bills, translated into
22 English, received prior to redeployment from the territory of Romania. For all remaining
23 bills from GSRO, MARFOREUR shall post payment no later than 60 calendar days after
24 delivery of all invoices, translated into English, to the representative of MARFOREUR,
25 as specified in the Technical Agreement for the specific exercise.

26
27 5. Charges for meals served by GSRO to MARFOREUR shall be identical to the
28 standard fees charged to Romanian Personnel in Romanian military dining facilities. In
29 case other menus are required, the costs shall be established according to the value of
30 those meals and shall be provided for in the specific Technical Agreement for each
31 exercise.

32
33 6. GSRO agrees to support MARFOREUR in identifying commercial sources to procure
34 POL with the exemption from duties and taxes under Romanian law.

35
36 7. MARFOREUR shall be charged only for the utilities they consume. GSRO shall
37 provide MARFOREUR with the estimated cost per man, per day, for all utility services
38 rendered to the deployed force, as specified in the Technical Agreement for the exercise.
39 These specific utilities will be determined based on the training location, event type, and
40 force composition.

41
42 8. Payment for the goods, equipment and services provided by GSRO shall be made in
43 US Dollars. The current exchange rate for the US Dollar at the Romanian National Bank
44 in effect on the day the GSRO provides the goods and services will be applied.
45 MARFOREUR shall pay for all goods and services to the bank account established by

1 GSRO in the Technical Agreement for that exercise. Pursuant to Article X of the
2 Supplemental Agreement to the Pfp SOFA, MARFOREUR will request and receive VAT
3 and customs duties exemptions from the appropriate Romanian authorities.

4
5 9. Invoices shall include supporting documentation, where applicable, (e.g. fuel delivery
6 tickets), the number and address of the supplying GSRO unit, and in the case of
7 commercial contracts, the name and address of the seller. In the case of commercial
8 contracts let by MARFOREUR, MARFOREUR will ensure the invoice includes
9 signature, first name, last name, and grade of the person from MARFOREUR accepting
10 the purchase of goods and/or services. In the case where goods and services were
11 provided by GSRO, GSRO will ensure the invoice includes signature, first name, last
12 name, and grade of the person from MARFOREUR accepting the purchase of goods
13 and/or services, when practical. In all cases, invoices shall be marked with the name of
14 the specific ROTRAPRO exercise.

15
16 10. MARFOREUR shall not pay rental duties and taxes for the use of GSRO facilities
17 and services. Any amortization costs associated with a specific exercise will be addressed
18 during Technical Agreement negotiations. MARFOREUR shall only pay for consumed
19 material resources when utilizing the following:

20
21 a. Military installations belonging to GSRO, such as runways, hangars, parking
22 spaces, navigation equipment, air traffic control, port facilities, training ranges, office and
23 administrative spaces, barracks, rifle and firing ranges, and patrol and maneuver ranges.

24
25 b. Equipment for handling, maintenance, and transfer (i.e. MHE, cranes), which
26 are available in the exercise training area.

27
28 c. Supply of compressed/liquefied gasses (including oxygen), if normally
29 available on the installation.

30
31 d. Emergency medical and dispensary type medical services and urgent
32 emergency dental treatment by the installation medical staff.

33
34 e. Military communications networks available in the exercise area.

35
36 f. Local transport of MARFOREUR personnel during ROTRAPRO bi-lateral
37 exercises or planning conferences.

38
39 g. Vehicles, vessels and aircraft owned or operated by or for MARFOREUR shall
40 not be subject to the payment of landing or port fees, pilotage charges, navigation, over
41 flight, or parking charges or light or harbor dues, or any other charges in connection with
42 carrying out missions related to its operations or with the use of state owned or operated
43 facilities in Romania; however, MARFOREUR shall pay reasonable charges for services
44 requested and received. Aircraft operated by or in support of MARFOREUR shall
45 observe local Romanian flight rules and air traffic regulations. In relation to civilian

1 facilities, US military authorities/aircraft must file an over-flight clearance request/flight
2 plan with civilian authorities citing participation in the specific exercise in accordance
3 with the Romanian Civil Aviation Authority Publication (AIP Romania).
4

5 h. Site security and related protection of MARFOREUR property and personnel
6 provided by the GSRO per the Technical Agreement for that exercise.
7

8 i. Other items as may be indicated in separate Technical Agreements or Technical
9 Arrangements pertaining to this MOU or to a specific ROTRAPRO Exercise.
10

11 11. The purchase of the following goods and services shall be paid by cash or contract
12 reimbursement, as specified in the exercise Technical Agreement:
13

14 a. Meals (as per Article 3, Paragraph 5.).
15

16 b. Utilities and services in relation to accommodations.
17

18 c. Temporary lodging, such as hotels and charged billeting.
19

20 d. Private and official local and long distance telephone calls, faxes and
21 telegrams.
22

23 e. Transportation other than that mentioned in Paragraph 10. f. above (buses,
24 trains, taxi, etc.).
25

26 f. Hospital/medical/dental services other than as indicated in Paragraph 10. d
27 above.
28

29 g. Use/lease of Host Nation's vehicles other than that indicated in Paragraphs 10.
30 f. and 11 e. above.
31

32 h. Supply of clothing and individual equipment, and washing or cleaning of
33 official military clothing and equipment.
34

35 i. Labor or maintenance, other than that incident to items listed in Paragraph 10.
36 above.
37

38 j. Supply of Romanian personnel, equipment, spares and consumables, other than
39 that provided in Paragraph 10, above, and as specified elsewhere in this MOU.
40

41 k. Specialized or technical training that requires specialized instructors or
42 equipment, related to specific courses requested by MARFOREUR and taught by
43 Romanian military personnel utilizing Romanian training equipment and supplies.
44

1 l. Repair/replacement of target and related range materials damaged or destroyed
2 as a result of live fire training.

3
4 m. Maps, charts, training range graphics, and related materials defining range
5 facilities and operating and safety procedures.

6
7 n. Cost of packaging and transportation of MARFOREUR equipment and
8 materials;

9
10 o. Loan of equipment and spares.

11
12 p. Explosive Ordnance Disposal Services required for MARFOREUR ordnance.

13
14 12. In the case of bilateral training GSRO will pay for expenses incurred by the
15 participation of Romanian military personnel in joint training according to the specific
16 exercise technical agreements.

17
18 ARTICLE 4

19
20 INTERPRETERS

21
22 GSRO shall assign English speaking Romanian military personnel (interpreters) to be at
23 the service of MARFOREUR for twenty-four (24) hours a day throughout the
24 ROTRAPRO Exercise. The status and number of interpreters shall be considered
25 independent of Romanian units or liaison officers that may otherwise be working or
26 training with MARFOREUR. Assigned interpreters should have an excellent command
27 of the English language, including military terminology, and should be in excellent
28 physical condition. The GSRO will supply assigned interpreters with appropriate
29 clothing, inclement weather gear, and military equipment, as may be required by the
30 MARFOREUR mission objectives. It is agreed that participating MARFOREUR units
31 shall provide meals, free of charge, to Romanian interpreters, and any other assigned
32 liaison officers, security personnel, drivers, and other support personnel, specifically
33 requested by MARFOREUR ROTRAPRO units in accordance with Article 3.

34
35 ARTICLE 5

36
37 LOSS, DAMAGE AND OTHER CLAIMS

38
39 1. Claims shall be resolved in accordance with Article IX of the Supplemental
40 Agreement to the PfP SOFA, which references Article VIII of the NATO SOFA.

41
42 2. The GSRO will assist MARFOREUR in interaction with claimants in Romania to
43 resolve claims arising under Article IX of the Supplemental Agreement to the PfP SOFA.

44
45 3. Damage and Loss:

1
2 a. As may be required, Damage and Loss Determination Teams (DLDT) shall be
3 established in the exercise area. The DLDT shall include at least one representative each
4 from GSRO and MARFOREUR. Areas and facilities to be utilized by MARFOREUR
5 shall be jointly inspected by a GSRO representative and a MARFOREUR representative
6 prior to ROTRAPRO Unit deployment. The condition of the private properties near the
7 exercise zone shall be jointly inspected by the representatives of MARFOREUR and the
8 GSRO, if the owner permits. The report of the inspection shall be considered by both
9 GSRO and MARFOREUR when adjudicating a claim by third parties for loss or damage
10 in the inspected area.

11
12 b. When damage is identified, the DLDT shall proceed to the damage area to
13 assess, document and attempt to resolve the claim. The DLDT shall use experts when
14 needed to assist in resolving the reported damage/losses. Payment for the experts shall be
15 mutually agreed among the parties in each exercise Technical Agreement.

16
17 c. When a third party claimant concurs with the damage assessment reported by
18 the DLDT and is willing to accept that amount as a complete settlement, a settlement
19 agreement signed by the individual should be attached to the DLDT's report. Unresolved
20 claims and non-contractual claims shall be resolved in accordance with Article IX of the
21 PfP SOFA, which references Article VIII of the NATO SOFA.

22
23 d. Upon completion of the exercise, the DLDT shall forward all available
24 information, including inspection reports and claims, to GSRO and MARFOREUR.

25
26 ARTICLE 6

27
28 DISCIPLINE, LAW, AND ORDER

29
30 1. Reports of disciplinary incidents involving MARFOREUR personnel shall be
31 forwarded to the appropriate MARFOREUR Commander. Investigation and resolution of
32 disciplinary incidents shall be carried out consistent with Articles III through VII of the
33 Supplemental Agreement to the PfP SOFA, which references Article VII of the NATO
34 SOFA.

35
36 2. If MARFOREUR personnel are taken into custody by Romanian Military Police or
37 Romanian Ministry of Interior, the ROTRAPRO Unit Commander, the GSRO and
38 MARFOREUR Headquarters must be informed as soon as possible.

39
40 3. MARFOREUR personnel detained by the Romanian Military Police shall be promptly
41 returned to the custody of the appropriate MARFOREUR Commander pending
42 completion of any judicial or disciplinary action pursuant to Article V, paragraph 1 of the
43 Supplemental Agreement to the PfP SOFA.

1 ARTICLE 7

2
3 CUSTOMS (VAMA) AND TAX EXEMPTIONS
4

5 1. Pursuant to Article X of the Supplemental Agreement to the Pfp SOFA,
6 MARFOREUR and its contractors shall not be subject to direct or indirect taxation in
7 respect to matters falling exclusively within the scope of their official or contract
8 activities. With respect to the Value Added Tax (VAT), an exemption shall apply to
9 articles and services acquired by MARFOREUR or its contractors when acting on behalf
10 of MARFOREUR when such articles and services are used solely for the purpose of
11 supporting MARFOREUR. Vehicles, vessels and aircraft owned or operated by or for
12 MARFOREUR shall not be subject to the payment of landing or port fees, pilotage
13 charges, navigation, over flight, or parking charges or light or harbor dues, or any other
14 charges in connection with carrying out missions related to its operations or with the use
15 of state owned or operated facilities in Romania, however, MARFOREUR shall pay
16 reasonable charges for services requested and received.
17

18 2. Pursuant to Article XI of the Supplemental Agreement to the Pfp SOFA,
19 MARFOREUR personnel and its civilian component shall not be liable to pay any tax or
20 similar charges, including VAT, for personal property purchased in Romania, and
21 personal income received while in Romania.
22

23 3. Pursuant to Article XII of the Supplemental Agreement to the Pfp SOFA, the
24 importation of MARFOREUR or its contractors' equipment, supplies, provisions, and
25 other goods into Romania shall be exempt from all custom duties, and be exempt from
26 any tax or other charge that would otherwise be assessed upon such property upon its
27 importation into Romania. These exemptions shall also apply to the exportation of such
28 equipment, supplies, provisions, and other goods from Romania. These importation and
29 exportation exemptions shall also be applicable to services, equipment, supplies,
30 provisions, and other goods that are imported or acquired in the Romania domestic
31 market by or on behalf of MARFOREUR. MARFOREUR shall provide a deposit of
32 certificate per Article XII, paragraph 5, of the Supplemental Agreement to the Pfp SOFA,
33 which shall be accepted in lieu of a customs inspection by VAMA.
34

35 4. Pursuant to Article XIII of the Supplemental Agreement to the Pfp SOFA,
36 MARFOREUR personnel, to include its contractors, may free of duty import personnel
37 effects intended for their personal use during their stay in Romania. Such personnel
38 effects shall not be sold or otherwise transferred to the local Romanian population.
39

40 ARTICLE 8

41
42 SECURITY
43

44 1. Security during exercises is essential. Training must be conducted without
45 interference by unauthorized personnel trespassing in the exercise area or the logistics

1 support area. Unauthorized ingress/egress is prohibited. In accordance with Article VIII
2 of the Supplemental Agreement to the PfP SOFA which references Article VII of the
3 NATO SOFA, GSRO acting as the government agency of Romania, shall take such
4 measures that are necessary to ensure the adequate security and protection of
5 MARFOREUR personnel. In furtherance of this responsibility GSRO shall cooperate
6 with MARFOREUR authorities to ensure that adequate security is provided and there is
7 unhindered ingress and egress from the facilities where MARFOREUR personnel are
8 located.

9
10 2. MARFOREUR shall provide the GSRO with personnel rosters that will include name
11 and grade of the personnel participating in the training or exercise. These rosters will be
12 compared against the DD Form 2 (Armed Forces Identification Card) in order to validate
13 each participant's identity. As an administrative matter, the GSRO shall issue passes for
14 MARFOREUR personnel that will be valid throughout the exercise. MARFOREUR
15 personnel and associated contract personnel, authorized visitors and vehicles shall be
16 checked at all checkpoints. The checkpoints on the bases, installations and exercise areas
17 shall be controlled by the GSRO and its designated forces. MARFOREUR may augment
18 checkpoints when appropriate. Augmentation will be conducted when mutually agreed to
19 by a GSRO representative and the appropriate MARFOREUR commander.

20
21 3. MARFOREUR units shall:

22
23 a. Provide internal security for their units and equipment.

24
25 b. Provide security for the transport of currency by MARFOREUR between the
26 exercise area and the logistics support area.

27
28 c. Be authorized use of colored smoke for emergency signaling.

29
30 d. Distribute ready ammunition to their Forces as required for live fire training
31 and internal security. U.S. forces shall not load weapons except when ordered by their
32 commanders to provide internal security for personnel or critical military items in high
33 threat locations or situations.

34
35 e. Pursuant to Article VIII, paragraph 2, of the Supplemental Agreement to the
36 PfP SOFA, take appropriate measures to maintain or restore order and discipline in the
37 facilities or areas where MARFOREUR personnel are located if the safety of
38 MARFOREUR personnel are endangered. Use of arms shall be employed strictly in
39 accordance with PfP SOFA, the Supplemental Agreement to the PfP SOFA, and U.S.
40 rules for the use of deadly force, with sympathetic consideration given to Romanian rules
41 and limitations. GSRO will provide appropriate instructions on the Romanian rules for
42 the use of deadly force.

43
44 f. Pursuant to Article VIII, paragraph 3, of the Supplemental Agreement to the
45 PfP SOFA, exercise extreme caution in authorizing the use of force when dealing with

1 security issues, especially when cooperation and/or support from GSRO or relevant
2 Romanian authorities is not available immediately, given the imminent danger against the
3 safety of United States personnel requiring immediate action.

4
5 g. Request, and GSRO shall provide, English-speaking escorts for each case in
6 which armed MARFOREUR personnel deploys outside the internal security area.

7
8 4. The GSRO shall:

9
10 a. Provide general security for the exercise area, logistics support areas, and
11 vehicle convoys. MARFOREUR may use GSRO-provided Romanian Military personnel
12 for building access control where MARFOREUR units are billeted, unit administration
13 and operations are conducted, and where MARFOREUR equipment is stored. Romanian
14 Military personnel will also provide facility and training area security and access control,
15 and perform traffic control.

16
17 b. Provide emergency medical treatment and evacuation support, to include on-
18 site stationing of a military ambulance with medical doctor.

19
20 c. Provide, at the request of MARFOREUR, ground defense force(s) to respond
21 to mass casualty situations, civil disturbances, and ground attack.

22
23 d. Conduct a newcomers brief in English to MARFOREUR personnel on security
24 procedures, military exercise rules, local laws, prohibitions and local threats. GSRO will
25 provide MARFOREUR personnel with an English-speaking Romanian emergency
26 contact person, and emergency contact phone number, both available and on-call twenty-
27 four hours daily throughout the exercise period.

28
29 e. Provide official visitor escort to the MARFOREUR compound(s) upon proper
30 notification and identification. Official MARFOREUR visitors shall be released to the
31 senior ranking MARFOREUR security personnel on duty.

32
33 f. Provide escort vehicles and security for each convoy serial travelling on
34 Romanian roads.

35
36 ARTICLE 9

37
38 MEDICAL

39
40 1. Recognizing the limited capability of MARFOREUR to provide medical treatment,
41 especially during the deployment and the redeployment phases of ROTRAPRO Exercises,
42 MARFOREUR will request GSRO assistance for medical emergencies in accordance
43 with the Agreement between the Department of Defense of United States of America and
44 Ministry of National Defense of Romania Concerning Health Care for Military Members
45 and their Dependents, signed by the Parties on 26 April 1995, extended.

1
2 2. GSRO shall provide basic medical support and ambulance personnel to assist and
3 accompany MARFOREUR when evacuating casualties to designated military or civilian
4 medical facilities on a 24-hour basis. GSRO will pre-designate Romanian hospitals for
5 accepting MARFOREUR casualties.

6
7 3. The Following Procedures Apply:

8
9 a. GSRO shall advise their facilities to be prepared to support MARFOREUR in
10 the event of an emergency.

11
12 b. GSRO and MARFOREUR agree that all emergency medical services at
13 military hospitals and field hospitals shall be at no cost to MARFOREUR. If a civilian
14 hospital is used, however, MARFOREUR shall pay for medical care to include
15 pharmaceutical expenses.

16
17 c. The cost of medical supply/equipment services from commercial sources must
18 be paid for by MARFOREUR.

19
20 d. In accordance with the PfP SOFA that incorporates Paragraph 5, Article IX, of
21 the NATO SOFA, Romanian medical and dental services shall be provided to
22 MARFOREUR on the same basis, and to the same standard, as those provided to
23 Romanian military personnel.

24
25 e. GSRO will:

26
27 (1) Allow MARFOREUR MEDEVAC aircraft/helicopters to land and
28 pick-up casualties in case of medical emergency.

29
30 (2) Permit MEDEVAC aircraft/helicopter crews to conduct initial
31 orientation flights (for each crew) between base locations, MARFOREUR troop
32 locations, hospital facilities, and refueling locations.

33
34 (3) Permit, when requested, MEDEVAC aircraft/helicopter crews to
35 conduct training flights in order to maintain their proficiency rating. These shall include
36 those requiring night vision goggles (NVGs). MARFOREUR shall submit to GSRO
37 prior flight plans and daily schedules, including flight routes and times.

38
39 (4) Provide a liaison officer during training flights of the MEDEVAC
40 aircraft/helicopters.

41
42 (5) Permit U. S. military medical personnel to conduct orientation visits at
43 each GSRO designated Romanian Hospital.

1 ARTICLE 10

2
3 MAPS, CHARTS, PHOTOGRAPHS, AND EXERCISE AREA SURVEY REPORTS
4

5 1. MARFOREUR will observe the following Romanian regulations concerning maps,
6 charts, photographs, and exercise area survey reports:

7
8 a. MARFOREUR will control Romanian maps, charts, and survey reports in the
9 same manner MARFOREUR controls its own similarly classified or unclassified
10 materials.

11
12 b. Unclassified documents will be transmitted to MARFOREUR units through
13 unsecured channels and will be copied as required. Classified documents will be handled
14 in accordance with the AGREEMENT BETWEEN THE GOVERNMENTS OF
15 ROMANIA AND THE UNITED STATES CONCERNING THE PROTECTION OF
16 CLASSIFIED MILITARY INFORMATION, signed in Washington D.C. on 21 June,
17 1995. GSRO will deliver classified documents by courier and will provide accountability
18 documents in English.

19
20 2. MARFOREUR shall comply with the following principles and provisions:

21
22 a. Romanian maps, charts, and aerial photographs are considered official
23 information. They are not entirely drafted to NATO standard.

24
25 b. No aerial photographs of Romanian territory may be taken by MARFOREUR,
26 unless permitted by the GSRO.

27
28 c. The geographic area covered and quantity of maps and aerial photographs
29 required by MARFOREUR shall be determined during planning conferences. The GSRO
30 shall notify the appropriate GSRO staffs and agencies of these MARFOREUR
31 requirements and ensure their proper and timely delivery.

32
33 d. Prior to a ROTRAPRO deployment, MARFOREUR will provide GSRO with a
34 list of personnel authorized to receive Romanian maps.

35
36 3. GSRO will assist MARFOREUR in the conduct of exercise area surveys, as specified
37 and agreed to in each exercise Technical Agreement.

38
39 ARTICLE 11

40
41 ADMINISTRATION AND PERSONNEL

42
43 1. Pursuant to Article XIX of the Supplemental Agreement to the Pfp SOFA, GSRO
44 shall assist MARFOREUR concerning the exchange of currency.

1 2. Motor Vehicle and Operations:
2

3 a. MARFOREUR shall ensure that all vehicles are registered and licensed, and all
4 vehicle operators have a valid license as required in Articles XIV and XV of the
5 Supplemental Agreement to the Pfp SOFA and that they comply with Romanian traffic
6 regulations on public roads in Romania, and routes approved by GSRO representatives.
7 MARFOREUR military vehicles will leave the exercise area only under escort and will
8 bear distinctive national markings.
9

10 b. GSRO will provide MARFOREUR with copies of the Romanian traffic
11 regulations on public roads in Romania, printed in English.
12

13 3. In the event of any fatalities of MARFOREUR personnel, MARFOREUR and the
14 GSRO shall be notified. Disposition of the remains shall be the responsibility of
15 MARFOREUR. If the manner of death suggests criminal misconduct, an autopsy may be
16 performed if agreed upon by representatives of the Parties.
17

18 4. Before the beginning of the exercise, GSRO shall notify relevant public authorities of
19 the exercise area and timeframe.
20

21 ARTICLE 12

22
23 ENVIRONMENTAL PROTECTION
24

25 1. MARFOREUR shall respect applicable provisions of Romanian law concerning
26 environmental protection.
27

28 2. Before the beginning of each exercise, GSRO shall provide a briefing to all
29 MARFOREUR personnel concerning Romanian environmental protection provisions.
30

31 3. Any redress for environmental damage shall be resolved in accordance with Article IX
32 (Claims) of the Supplemental Agreement to the Pfp SOFA that incorporates Article VIII
33 of the NATO SOFA.
34

35 ARTICLE 13

36
37 LOGISTICS
38

39 1. GSRO shall provide the following:
40

41 a. Facilities and personnel, when required, as specified in a Technical Agreement.
42

43 b. Exercise specific briefing on Romanian military logistical safety
44 standards/regulations, prior to the commencement of each exercise.
45

1 c. An exercise Logistics Movement Coordination Center (LMCC), in support of
2 MARFOREUR units, in the exercise area as specified in the Technical Agreement.

3
4 d. Tow vehicle support.

5
6 e. Monitoring through the National Logistics Movement Coordination Center
7 (NLMCC) of the deployment of MARFOREUR units from the entry points on Romanian
8 territory to the exercise area and back, and provide all movement control/traffic control
9 procedures (in English).

10
11 2. Provisions for all other goods and services not included in this article, or Article 3
12 above, will be the subject of each exercise specific Technical Agreement.

13
14 3. MARFOREUR shall be responsible for the disposal of its own unexploded ordnance,
15 unless otherwise agreed with GSRO.

16
17 ARTICLE 14

18
19 PUBLIC AFFAIRS

20
21 1. During unilateral and bilateral exercises, a Public Information Center will be created at
22 the exercise command level to include GSRO and MARFOREUR Public Affairs
23 Officers.

24
25 2. The GSRO shall ensure that MARFOREUR be given information on the national
26 priorities and sensitivities of Romania. Upon the request from MARFOREUR, the
27 GSRO shall provide information that is releasable to the media.

28
29 ARTICLE 15

30
31 COMMUNICATIONS

32
33 1. GSRO shall:

34
35 a. Allow MARFOREUR to install, operate and maintain their own portable radio
36 communications equipment. In order to operate this equipment on the territory of
37 Romania, the required "14-point frequency request" will be provided to GSRO by
38 MARFOREUR no later than thirty (30) days prior to the beginning of the exercise.
39 GSRO will assign frequencies to MARFOREUR no later than fifteen (15) days prior to
40 the exercise.

41
42 b. Provide the following communications facilities/assets:

43
44 (1) Access to the local telephone system of the military location when
45 available, and only for calls within the exercise area.

1 (2) A telephone directory in English of all-important base telephone
2 numbers.

3 c. Use of the frequency spectrum by MARFOREUR in Romania shall be without
4 charge pursuant to Article XXII of the Supplemental Agreement to the PfP SOFA.

5
6 ARTICLE 16

7
8 COMMAND AND CONTROL

9
10 MARFOREUR units will remain under US national command and control at all times.

11
12 ARTICLE 17

13
14 ENTRY AND EXIT PROCEDURES

15
16 1. At least thirty (30) days prior to the quarter in which the exercise is scheduled to be
17 held, MARFOREUR shall contact GSRO and request clearance for personnel, aircraft,
18 vehicles, vessels, weapons, ordnance, hazardous materials, communications equipment,
19 observation and photographic equipment to participate in the ROTRAPRO exercise. In
20 relation to this submission, MARFOREUR estimates for all weapons, equipment and
21 personnel will represent the maximum quantities known at that time. Changes will be
22 accepted up to fifteen (15) days prior to deployment.

23
24 2. At least thirty (30) days prior to the ROTRAPRO exercise, MARFOREUR shall
25 request entry and exit clearance for the vehicles and equipment such as aircraft, ships,
26 tanks and weapon systems, to be deployed to Romania. All equipment will be identified
27 using plain language. This request shall also identify all exercise personnel by name and
28 grade. GSRO will grant approval to this request at least seven (7) days prior by formal
29 message.

30
31 ARTICLE 18

32
33 PRE-DEPLOYMENT PROCEDURES

34
35 1. Prior to deployment of the MARFOREUR unit's main body, MARFOREUR shall
36 deploy to Romania an Advance Team with the following individuals: deploying unit
37 representatives, DLDT, customs clearance personnel, and logistics representatives.

38
39 2. The MARFOREUR Advance Team shall be met by a GSRO Advance Team including
40 the following personnel: GSRO representative, DLDT representative with vehicle and
41 driver, security team chief, public affairs officer, and logistician.

42
43 3. GSRO will assist with customs clearance for the arriving Advance Team, and will
44 coordinate and provide all transportation, billeting, and feeding arrangements for team

1 members. The Advance Team will be responsible for reimbursing Romanian Facilities
2 for billeting, food, and transportation as may be required.

3
4 ARTICLE 19

5
6 EFFECTIVE DATE, TERMINATION, AND AMENDMENT

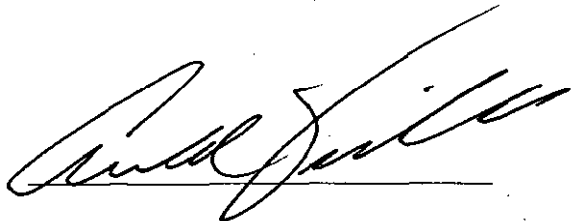
7
8 1. This MOU shall become effective on the date of final signature. Either Party may
9 terminate this MOU by providing written notice, at least 180 days in advance, of its intent
10 to terminate the MOU. Notwithstanding termination of this MOU, all reimbursement
11 obligations incurred pursuant to its terms shall remain binding on the responsible Party
12 until satisfied.

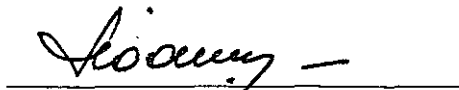
13
14 2. Either Party may, at any time, request amendment of this MOU by giving the other
15 Party written notice 90 days in advance. In the event such a request is made, the Parties
16 shall promptly enter into negotiations. This MOU may only be amended by written
17 agreement between the Parties.

18
19
20
21 This Memorandum of Understanding is signed in Stuttgart, Germany this 12th day of June
22 2002, in duplicate, each in the Romanian and English languages, both texts being equally
23 authentic.

24
25
26
27 FOR THE US MARINE CORPS
28 FORCES - EUROPE

29
30
31
32 FOR THE GENERAL STAFF
33 OF THE ROMANIAN MINISTRY
34 OF NATIONAL DEFENSE

35
36
37
38 



36 ARNOLD FIELDS
37 Major General
38 Deputy Commander

SORIN IOAN
Brigadier General
Chief, Operations Directorate