

**Amendment 1**

**to the**

**Memorandum of Understanding**

**between**

**The Ministry of Defence of the United Kingdom  
of Great Britain and Northern Ireland**

**and**

**The Department of Defense  
of the United States of America**

**concerning**

**The Exchange of Reserve Officers**

**Dated**

**September 11, 1989**

In accordance with Section 19 of the Memorandum of Understanding between The Ministry of Defence (MOD) of the United Kingdom of Great Britain and Northern Ireland and The Department of Defense (DoD) of the United States of America concerning The Exchange of Reserve Officers (MOU), dated September 11, 1989, the MOD and DoD have reached the following understanding with regard to amendment of the MOU:

1. Replace the term "Reserve Officers" with the term "Reserve Officers, Warrant Officers, and Non-Commissioned Officers" in the title, preamble, and Section 1 of the MOU.

2. Amend paragraph 3. of Section 1 (Object) to add a second sentence: "Exchange will be based on individuals' roles and functional military skills rather than their Service."

3. Delete Section 2 (Definitions) and replace it as follows:

1. "Exchange Reserve Officer" - Reserve Officers, Warrant Officers, and Non-Commissioned Officers (NCOs) of the Sending State who are attached to the Host Service under this exchange program.

2. "Host Service" - the unit or military department to which an Exchange Reserve Officer has been attached under this exchange program.

3. "International Visits Program (IVP)" - The program established to process visits by, and assignments of, foreign representatives to DoD Components and DoD contractor facilities. It is designed to ensure that Classified and Controlled Unclassified Information to be disclosed to foreign nationals has been properly authorized for disclosure to their Governments; that the requesting foreign government provides a security assurance regarding 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.

4. "Parent Service" - the national unit or military department to which an Exchange Reserve Officer has been recalled for a period of Reserve duty training.

5. "Participants" - the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America.

6. "Receiving State" - the State to which the Host Service belongs.

7. "Sending State" - the State to which the Parent Service belongs.

8. "Sponsoring Parent Unit" - the unit or military department within the Sending State from which an Exchange Reserve Officer originates.

4. Amend Section 3 (Selection Criteria) to delete the word "must" at the end of the chapeau paragraph and replace it with the word "will".

5. Amend subparagraph 1. of Section 4 (Assignment) to delete "Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense of the United States of America" and replace it with "Participants".

6. Delete paragraphs 3. and 4. of Section 4 (Assignment) and replace them with paragraphs 3., 4., 5. and 6. as follows:

3. Exchange Reserve Officers will not be placed on duty or in positions in areas of political sensitivity where their presence could jeopardize the interests of the

Parent Service, or where, in the normal course of their duty, they may become involved in activities that may embarrass the Sending State.

4. The Host Service will not deploy Exchange Reserve Officers in non-direct hostility situations, such as United Nations peacekeeping or multi-national operations, without the written authorization of the Parent Service. Additionally, Exchange Reserve Officers will not be deployed to a third country as a member of an exercise contingent, or to participate in an exercise without the written authorization of the Parent Service.
5. The Host Service will not place Exchange Reserve Officers in duty assignments in which direct hostilities with forces of third states are likely to occur. Should a unit in which Exchange Reserve Officers are assigned become involved in hostilities unexpectedly, Exchange Reserve Officers assigned to the unit will not be involved in the hostilities without the written authorization of the Parent Service. Exchange Reserve Officers authorized by both the Parent Service and the Host Service for involvement in military operations in which hostilities are likely to occur will be given clear guidance on the Receiving State's interpretation of laws of war, including the rules of engagement.
6. The assignment of an Exchange Reserve Officer may be withdrawn, modified, or curtailed at any time by the Host Service for any reason, including, but not limited to, the violation of the laws or regulations of the Host Service or the Receiving

State. In addition, at the request of the Host Service, the Parent State will remove the Exchange Reserve Officer from the territory of the Receiving State. The Host Service will provide an explanation for its removal request, but a dispute between the Participants concerning the sufficiency of the Host Service's reasons will not be grounds to delay the removal of the Reserve Exchange Officers.

7. Delete paragraph 1. of Section 5 (Duration of Exchange Duty) and replace it as follows:  
"Exchange Reserve Officers will be serving members of the armed forces of the Sending State throughout the period of exchange duty, and their duty will be properly authorized in accordance with national procedures of the Sending State and its Defense organization."
8. Amend subparagraph 2.a. of Section 7 (Administration and Control) to delete the word "USCINCEUR" and replace it with "Commander, U.S. European Command."
9. Delete subparagraph 3.c. of Section 7 (Administration and Control).
10. Delete paragraph 5. of Section 8 (Disciplinary Matters) and replace as follows:
  5. Except as provided in paragraph 6. of Section 4, neither the Host Service nor the armed forces of the Receiving State may take disciplinary action against an Exchange Reserve Officer who commits an offense under the military laws or regulations of the Host Service. The Parent Service, however, will take such administrative or disciplinary action against Exchange Reserve Officers as may be appropriate, and the Participants will cooperate in the investigation of any offenses under each other's laws and regulations.

11. Amend the title of Section 10 (Efficiency Reports) to read:  
"Efficiency and Training Reports."
  
12. Delete paragraph 1. of Section 10 (Efficiency and Training Reports) and replace it as follows:  

"Inputs to efficiency or training reports to be prepared under the regulations of the Parent Service may be requested from the immediate superiors in the Host Service of the Exchange Reserve Officer."
  
13. Delete paragraph 1. of Section 11 (Security) and replace it as follows:  

"Any classified information provided or exchanged under the provisions of this Memorandum of Understanding will be protected in accordance with the United Kingdom of Great Britain and Northern Ireland and the United States of America General Security Agreement, which entered into effect April 14 1961, as amended, and including the Security Implementing Arrangement, which entered into effect January 27, 2003. Nothing in this MOU shall be construed by the Participants to authorize unfettered access to Classified Information or Controlled Unclassified Information residing in Host Service's facilities or computer systems."
  
14. Delete paragraph 2. of Section 11 (Security) and replace it as follows:  

"Each Participant will cause security assurances to be filed, through the UK Embassy in Washington, DC, in the case of the UK personnel, and through the U.S. Embassy in London, in the case of U.S. personnel, stating the security clearances for the Exchange Officers being assigned by such Participant. The security assurances will be prepared and forwarded through prescribed channels in compliance with established Host Service procedures. For the United States, the prescribed channels will be the IVP as defined in Section 2 (Definitions) of this MOU."
  
15. Delete paragraph 2. of Section 14 (Accommodations, Messing and Welfare Facilities) in its entirety.

16. Delete subparagraph 1.f. of Section 16 (Costs) in its entirety.
17. Delete subparagraph 3.b. of Section 16 (Costs) and replace it as follows:

"For United Kingdom Exchange Reserve Officers send bills to Sponsoring Parent Units identified when Reserve Exchange Officers' details are submitted."
18. Delete Section 17 (Status) and replace it as follows:
  1. The Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces (NATO SOFA), dated June 19, 1951, will apply to Exchange Reserve Officers.
  2. The Exchange of Notes concerning Defence Co-operation Arrangements of May 27, 1993, as amended on July 1, 2007, between the Governments of the United States of America and the United Kingdom of Great Britain and Northern Ireland, will apply to this MOU.
19. Amend subparagraph a. of Section 18 (Claims) to read as follows:
  - a. The settlement of all claims caused by the acts or omissions of Exchange Reserve Officers will be governed by the applicable conditions of Article VIII of the NATO Status of Forces Agreement (SOFA).
20. Insert the following new section after Section 18 (Claims) and before Section 19 (Amendment):

Section 19

Investigation Procedures for Accidents

Where the military authorities of the Receiving State investigate an accident or incident involving Exchange Reserve Officers, the authorities of the Sending State may have an observer present at any Inquiry. The observer will not have the freedom to cross-examine, or to participate in any other way, and will not be present when the Inquiry is deliberating on its findings and recommendations. The observer will normally be no

higher in corresponding rank than the Head of the Inquiry. The authorities of the Sending State may conduct such further investigations as may be required by their laws or regulations. The Sending State will bear all costs incurred by their participation in an Inquiry.

2. The military authorities of the Sending State will be provided with the relevant findings and recommendations in the accident report, unless providing such information will interfere with an investigation. Any requests for more specific information will be considered by the Receiving State authorities.

21. Renumber Section 19 (Amendment), Section 20 (Disputes), and Section 21 (Effective Date and Duration) to be Section 20 (Amendment), Section 21 (Disputes), and Section 22 (Effective Date and Duration), respectively.

22. Amend Section 20 (Amendment), Section 21 (Disputes), and Section 22 (Effective Date and Duration) by deleting the word "States" (or "State") and replacing it with "Participants (or "Participant")."

23. All other provisions of the MOU remain unchanged.

24. This Amendment will become effective upon the signature of the Participants.

Signed (in duplicate) by the undersigned.



For the  
Ministry of Defence of the United Kingdom  
of Great Britain and Northern Ireland



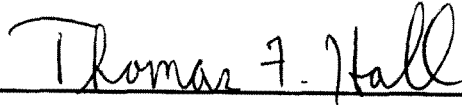
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Bob Ainsworth  
Member of Parliament  
Minister of State for the Armed Forces

Dated 31/12/08, in  
Whitehall, London, United Kingdom  
of Great Britain and Northern Ireland

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For the  
Department of Defense of the  
United States of America



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Thomas F Hall  
Assistant Secretary of Defense  
For Reserve Affairs

Dated 9/29/08, in  
Washington, District of Columbia  
United States of America

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Memorandum of Understanding

between

The Ministry of Defence of the United Kingdom  
of Great Britain and Northern Ireland

and

The Department of Defense of the  
United States of America

concerning

The Exchange of Reserve Officers

The Ministry of Defence of  
the United Kingdom of Great Britain  
and Northern Ireland

and

the Department of Defense of the  
United States of America

have, in regard to the exchange of Reserve Officers, reached the following understanding.

SECTION 1  
Object

1. The purpose of the exchange program for Reserve Officers of the U.S. Forces and the British Forces is to maintain the active relationship existing between the armed forces of the two countries.
2. Reserve Officers from those units or agencies of all Services of the two countries which are dependent on cooperation in crisis and war will be given the opportunity to familiarize themselves, inter alia, with the structure, organization, equipment and operational doctrine of the armed forces of the other country and to gain practical experience with regard to opportunities for cooperation.
3. The program will be based on the exchange of a balanced number of fully trained Reserve Officers who should be of equal rank wherever possible.

SECTION 2  
Definitions

The following definitions shall apply for the purpose of this Memorandum of Understanding:

1. "Exchange Reserve Officer" - Reserve Officers of the Sending State who are attached to the Host Service under this exchange program.
2. "Parent Service" - the national unit or military department to which an Exchange Reserve Officer has been recalled for a period of Reserve duty training.
3. "Host Service" - the unit or military department to which an Exchange Reserve Officer has been attached under this exchange program.

4. "Receiving State" - the State to which the Host Service belongs.

5. "Sending State" - the State to which the Parent Service belongs.

### SECTION 3 Selection Criteria

Exchange Reserve Officers will be carefully selected from among the Reserve Officers of the Sending State. The Sending State will have sole responsibility for the selection of its Exchange Reserve Officers on the basis of the following criteria: The Reserve Officers selected must

- be well versed with the existing procedures and operational principles of their Parent Service;
- have the theoretical knowledge and practical experience qualifying them for their specific tasks and assignments;
- be in possession of the certification of security clearance required for their respective assignments;

### SECTION 4 Assignment

1. The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense of the United States of America will determine the assignments of Exchange Reserve Officers by joint arrangement.

2. Exchange Reserve Officers will not exercise command authority over personnel of the Host Service.

3. Exchange Reserve Officers may only participate in the activities of the Host Service in so far as such participation may constitute training. Exchange Reserve Officers will not participate in combat missions and police actions or actions serving the interests of internal security nor will they visit the combat area.

4. In the case of hostilities, regardless of whether or not they are preceded by a declaration of war, Exchange Reserve Officers will be returned as quickly as possible to their Parent Service unless that body specifically requests otherwise.

SECTION 5  
Duration of Exchange Duty

1. Exchange Reserve Officers must have been recalled for Reserve duty training in the armed forces of the Sending State throughout the period of exchange duty.
2. As a rule, the duration of exchange duty for Exchange Reserve Officers will be 2 to 4 weeks. Any change in the duration of exchange assignments will be made by joint arrangement.

SECTION 6  
Alert Readiness

Exchange Reserve Officers may perform armed alert readiness duties only when attached to units under the operational control of NATO military authorities or to units which will be assigned to NATO upon declaration of a certain alert stage.

SECTION 7  
Administration and Control

1. Exchange Reserve Officers will remain officers of their Parent Service.
2. Exchange Reserve Officers of the U.S. Forces undergoing Reserve duty training in the British Forces will be under:
  - a. The administrative control of USCINCEUR for the duration of that assignment;
  - b. The control of their responsible specialized Service superiors in the British Military unit or agency concerned in matters pertaining to their exchange duties.
3. Exchange Reserve Officers of the United Kingdom undergoing Reserve duty training in the U.S. Forces will be:
  - a. Under the administrative control of the United Kingdom Defense Attache, Washington, DC;
  - b. Under the control of their responsible Service superiors in the U.S. military unit or department concerned in matters pertaining to their exchange duties;
  - c. Attached for economic support to the Federal Armed Forces Administrative Agency, USA/CA, in Washington, DC.

SECTION 8  
Disciplinary Matters

1. Exchange Reserve Officers will comply with the regulations, orders, instructions and customs of the Host Service to the extent that they are applicable to them and are in keeping with the laws of the Sending State.
2. Exchange Reserve Officers contravening the laws of the Receiving State or acting in breach of regulations, orders, instructions and customs of the Host Service may be relieved from duty under the exchange program at the request of the Host Service. This will be without prejudice to the authority of the Sending State to withdraw its exchange officers from the program.
3. Exchange Reserve Officers will not have disciplinary authority over personnel of the Host Service.
4. Consistent with paragraph one of this section, Exchange Reserve Officers will comply with lawful orders given by officers of the Host Service who are senior to them in rank and position, provided that the orders relate to the exchange program.
5. The Host Service will not take disciplinary action against Exchange Reserve Officers of the Parent Service.
6. At the request of competent authorities of the Parent Service, the Host Service will support the Parent Service in the implementation of administrative measures and in the imposition and enforcement of disciplinary measures to the extent compatible with the laws and regulations of the Receiving State.

SECTION 9  
Duty Travel

1. Exchange Reserve Officers will participate in necessary duty trips within the North Atlantic Treaty area as directed by appropriate Host Service agencies.
2. Exchange Reserve Officers who wish to travel outside the North Atlantic Treaty area will obtain the prior consent of the Parent Service.

SECTION 10  
Efficiency Reports

1. Inputs to efficiency reports to be prepared under the regulations of the Parent Service may be requested from the Exchange Reserve Officers' immediate superiors in the Host Service. They will be informal and will focus on the training to be performed by the Exchange Reserve Officers.

2. Such inputs will be transmitted in writing to the Parent Service through appropriate channels and will then be forwarded by the Parent Service to the personnel administration agency concerned.

#### SECTION 11 Security

1. During the selection process, each government will inform the other of the level of security clearance required, if any, to permit candidates access to classified information. Access to classified information will be kept to the minimum required to accomplish the work assignment determined by the Receiving State based on the position description.

2. Nominations of Exchange Reserve Officers to take part in the exchange are to include individual security clearances and are to be passed to each national point of contact no later than 14 days prior to the commencement of the exchange.

3. The Exchange Reserve Officers at all times will be required to comply with security laws, regulations and procedures of the Receiving State. Any violation of security procedures by a participant during his assignment will be reported to the Sending State for appropriate action.

#### SECTION 12 Hours of Service, Leave and Passes

1. Exchange Reserve Officers will observe the same hours of service as comparable officers of the Host Service. This includes public holidays. Exchange Reserve Officers may observe public holidays in accordance with the regulations of the Sending State so far as this is compatible with Host Service requirements.

2. Special leave and passes will be granted in accordance with entitlements under the national laws and regulations of the Parent Service. Applications for leave will be submitted to the responsible superior officer of the Host Service who will forward them with his comments to the responsible administrative authority of the Parent Service.

SECTION 13  
Dress and Grooming Standards

1. Exchange Reserve Officers will comply with the dress regulations of their Parent Service. The specific order of dress for any occasion will be that which most closely conforms to the order of dress of their Host unit.
2. Exchange Reserve Officers will be provided with special clothing and equipment in accordance with the procedures applicable to officers of the Host Service. The rules of the Receiving State regarding the wearing of special clothing will apply.

SECTION 14  
Accommodations, Messing and Welfare Facilities

1. The Host Service will make available to Exchange Reserve Officers appropriate accommodations, messing, and welfare facilities in accordance with the standards applicable to its own officers. Messing and accommodation fees will be paid directly by the Exchange Reserve Officers at the non-entitled rate.
2. Purchasing and patronage privileges of military-owned commissaries, exchanges, cinemas, and clubs will be granted to exchange officers on the same conditions as to personnel of the Host Service.

SECTION 15  
Medical and Dental Service

1. Outpatient Treatment. Exchange Reserve Officers will be granted free outpatient medical and dental treatment in military medical facilities of the Receiving State or the Host Service in accordance with the regulations applicable at the time. This does not include the provision of visual and hearing aids, orthopedic and other appliances, artificial limbs, and dentures. Costs of privately arranged outpatient treatment by civilian physicians or dentists in civilian clinics or hospitals will be borne by the Exchange Reserve Officer.
2. Inpatient Treatment. Inpatient treatment of Exchange Reserve Officers in military medical facilities of the Receiving State or the Host Service will be provided against reimbursement of costs. Costs of other privately arranged inpatient treatment in civilian clinics or hospitals will be borne by the Exchange Reserve Officer.



SECTION 16  
Costs

1. To the extent authorized by its laws and regulations, the following costs will be borne by the Sending State during the tour of exchange duty:

a. Emoluments and allowances due to Exchange Reserve Officers;

b. Costs incident to travel to the Receiving State and, at the end of the tour of exchange duty, to Parent Service;

c. Costs for formal training according to an established curriculum and costs of familiarization courses and similar courses;

d. Repatriation, funeral expenses, and other costs incident to the death of an Exchange Reserve Officer;

e. Compensation for loss of or damage to the uniform or other personal property of the Exchange Reserve Officer;

f. Billeting fees for Exchange Reserve Officers at the non-entitled rate.

2. To the extent authorized by its laws and regulations, the following costs will be borne by the Receiving State during the tour of exchange duty:

a. Costs incident to travel within the Receiving State;

b. Costs of instruction incident to any assignment when ordered by the Host Service.

3. Billing:

a. For U.S. Exchange Reserve Officers, send bills to:

US Embassy London Defense Attache Office  
24/31 Grosvenor Square  
London W1A 1AE

b. For United Kingdom Exchange Reserve Officers, send bills to:

MOD (DARC)  
G Block  
Duke of York's Headquarters  
Chelsea  
London  
SW3 4SS

SECTION 17  
Status

The Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces (NATO SOFA), dated June 19, 1951, will apply to Exchange Reserve Officers. In addition, the Agreement to Supplement the NATO SOFA, dated August 3, 1959, will apply to U.S. Exchange Reserve Officers.

SECTION 18  
Claims

Claims between the States will be dealt with as follows:

a. The settlement of all claims caused by the acts or omissions of Exchange Reserve Officers will be governed by the applicable conditions of Article VIII of the NATO Status of Forces Agreement (SOFA). For the purpose of applying Article VIII of the NATO SOFA the "Receiving State" will be read as the "Sponsoring Country" the "Sending State" will be read as being the "Parent Country".

b. Exchange Reserve Officers will obtain civil liability insurance for their private motor vehicles in accordance with the applicable laws and regulations of the Receiving State.

c. Exchange Reserve Officers are responsible for their personal property and should obtain insurance to cover loss or damage.

SECTION 19  
Amendment

This Memorandum of Understanding may be amended with the mutual consent in writing of both States.

SECTION 20  
Disputes

Any disagreement regarding the interpretation of this Memorandum of Understanding will be resolved by consultation between the States without reference to a third party or international tribunal for settlement.

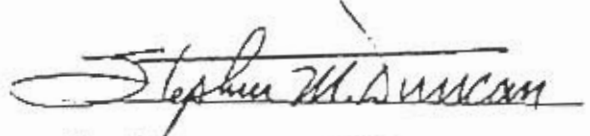
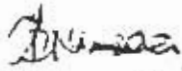
SECTION 21  
Effective Date and Duration

This Memorandum of Understanding becomes effective upon the date of the last signature and will continue in operation unless terminated by either State giving the other six months written notice of termination.

Signed (in duplicate) at Washington, D.C. on the 11th of September 1989.

FOR THE MINISTRY OF DEFENCE OF  
THE UNITED KINGDOM OF GREAT  
BRITAIN AND NORTHERN IRELAND

FOR THE DEPARTMENT OF  
DEFENSE OF THE UNITED  
STATES OF AMERICA



Charles A. Ramsay  
Major General, Director General  
Territorial Army and Organisation

Stephen M. Duncan  
Assistant Secretary of  
Defense for Reserve Affairs