

Chapter 14 Exchange Training

Section I General

14-1. Exchange of professional military education

a. Authorization. Professional military education (PME) exchanges are authorized by section 544 (Exchange Training) of the FAA of 1961, chapter 5, part II. Section 544 authorizes the President to provide for the attendance of foreign military personnel at PME institutions in the United States (other than Service academies) without charge, if such attendance is part of an international agreement (fig 14-1), to be negotiated, that provides for the exchange of students on a one-for-one, reciprocal basis each fiscal year between the two military Services participating in the exchange. Definitions applicable to PME exchanges are included in figure 14-1.

b. PME institutions. For purposes of PME exchanges, PME institutions will include the following US Service Schools and comparable foreign schools:

- (1) U.S. Army War College.
- (2) U.S. Army Command and General Staff College.
- (3) USAF Air War College.
- (4) USAF Air Command and Staff College.
- (5) U.S. Naval Command College.
- (6) U.S. Naval Staff College.
- (7) U.S. Marine Corps Command and Staff College.
- (8) National Defense University (NDU).
- (a) National Defense University International Fellows Program.
- (b) Armed Forces Staff College.

c. Quota allocations. PME exchanges will be made according to existing guidelines for quota allocations in schools listed above.

d. Time constraints. PME exchanges must commence within the same U.S. fiscal year.

e. Cost constraints.

(1) Tuition costs shall not be charged to the parent country/Service or to PME exchange students. All costs associated with instruction, instructional materials, tutorials, projects, study visits, and field exercises undertaken by the PME Exchange Student as part of the approved course program will be considered as tuition costs. Other costs associated with training, such as student's meals, custodial fees for quarters, medical care, and transportation, are not included in tuition costs.

(2) IMET, MAP, and FMS cash or credit funds will not be used for student support costs (for example, transportation, housing, or living allowances) incurred in PME exchanges nor will any charges be made against FMS cases.

f. Reciprocity. All reciprocal agreements will be made in expectation of fulfillment on the part of both sponsoring and parent countries.

g. Selection criteria.

(1) The selection of PME exchange students will be on a highly selective basis from among qualified personnel of the Parent Service. The Parent Service will be solely responsible for the selection of its PME exchange students based on the criteria that students should meet the school's prerequisites and have the school-required level of language comprehension.

(2) The Host Service will be authorized to discharge PME exchange students from the PME Exchange Program who do not meet the above criteria. This decision is within the sole discretion of the Host Service.

h. Leave. PME exchange students may be granted leave according to their entitlements under the regulations of the Parent Service, provided such is approved by the Parent Service and coordinated with the proper authorities of the Host Service. PME exchange students may observe the holiday schedules of both Parent and Host Services according to Host Service regulations. (See para 10-22.)

i. Each Service will notify the other six months prior to the effective school reporting date of their intention to

participate in the PME Exchange Program and will forward the name(s) of the PME Exchange Student(s) who will be participating three months prior to report date.

j. Financial responsibilities.

(1) The Parent Party or Service and the PME exchange personnel, as appropriate, are responsible, during the period of the exchange, for the following—

- (a) Basic pay and cash allowances due PME exchange students.
- (b) All permanent change of station costs including per diem and other travel allowances and transportation (including leave travel) and storage costs.
- (c) All temporary duty costs including per diem and other travel allowances and transportation, when such temporary duty is directed by the Parent Party.
- (d) Compensation for loss of, or damage to, the uniform or other personal equipment of PME exchange students.
- (e) Cost of movement of dependents and household effects of PME exchange students as authorized by the Parent Party.
- (f) Cost of housing and mess for PME exchange students and their dependents.
- (g) Cost of preparation and shipment of remains and funeral expenses in event of death of PME exchange students or their dependents.
- (h) Expenditures in connection with any special duty performed on behalf of the Parent Party.
- (i) Expenses incurred in the interest of dependents permitted to accompany or join PME exchange students.
- (j) Medical and dental charges for treatment of PME exchange students or their dependents that require reimbursement under the laws or regulations of the Host Party's country.
- (k) Cost of language training.
- (l) All expenses in connection with the return of PME exchange students who have been discharged from this Exchange Program and their accompanying dependents.

(2) The Host Party is responsible during the exchange period for all temporary duty costs, including per diem and other travel allowances and transportation, when temporary duty is directed by the Host Party.

(3) The Parent Party or Service and PME exchange students, as appropriate, will be liable for all other services and expenses for PME exchange students, including any that are unconnected with the duties of the exchange.

(4) U.S. IMET, FMF, and FMS cash or credit funds cannot be used to meet the financial responsibilities of the Parent Party or Service.

(5) The obligations of each Party under the PME Exchange shall be subject to the authorization and availability of funds. Prior to implementing any exchange, all Parties and Services shall ensure that adequate funds are available.

k. Security.

(1) During the selection process, the Host Service shall inform the Parent Service of the level of security clearance required, if any, for participation in the PME Exchange Program. The Parent Service shall provide documentation on the security clearances for PME exchange students to the organization designated by the Host Service.

(2) PME exchange students must comply at all times with security laws, regulations and procedures of the government of the Host Party (see Chap 10, sec IV). Any violation of security procedures by PME exchange students during their assignment shall be reported to the Parent Service for appropriate action. PME exchange students committing willful violations of security procedures during their assignments shall be removed from the Exchange Program with a view toward administrative or disciplinary action by the Parent Party.

(3) The Host Service and the Parent Service will ensure that assigned PME exchange students are fully cognizant of applicable laws and regulations concerning the protection of proprietary information (such as copyrights), classified information and controlled unclassified information to which access might be gained under this Exchange Program, both during and after completion of training.

(4) All classified information made available to PME exchange students shall be considered as classified information furnished to their Parent Party, and will be subject to all provisions and safeguards provided for under the General Security of Military Information Agreement (GSOMIA) in force between the United States of America and the country participating in the PME Exchange.

l. Administration and control.

(1) For all purposes except academic matters, PME exchange students will be administered and controlled as prescribed by the Parent Services. The organizations responsible for administrative supervision of specific PME exchange students shall be specified in the applicable appendices.

(2) With respect to academic matters, PME Exchange Students (US and foreign) will be under the administrative supervision of the school commandant or equivalent. For all purposes except academic matters, PME exchange students will be administered and controlled as prescribed by the Parent Service.

m. Identification. PME exchange students and their accompanying dependents will be required to possess valid identification cards according to the regulations of the Parent Service. PME exchange students and their accompanying

dependents will also be issued identification cards by the Host Service for the duration of the exchange. (See para 10-19.)

n. Respect for sponsoring country law. PME exchange students and their dependents will be required to respect the law of the Host Party and abstain from any activity inconsistent with the spirit of the exchange and from any political activity in the Host Party.

o. Entry and exit. PME exchange students and their accompanying dependents shall possess appropriate documentation issued by the Parent Party and required by the country of the Host Party for entry into and exit from that country. (See paras 10-6 and 10-29.)

p. Weapons. (See para 10-33.)

(1) PME exchange students will not be permitted to import or carry personal weapons in the country of the Host Party except when authorized by the Host Party authorities and registered according to applicable laws.

(2) Weapons issued to PME exchange students for military purposes by the Parent Service will be introduced into the country of the Host Party only if authorized by the Parent Service and according to the laws of the Host Party.

q. Discipline. (See para 10-16.)

(1) PME exchange students will comply with the regulations, orders, instructions, and customs of the Host Service insofar as they are appropriate and applicable under the circumstances and consistent with the laws and regulations of the Parent Party.

(2) PME exchange students who commit an offense against the military laws and regulations of either the Parent or Host Service may be withdrawn from the PME exchange program with a view toward further administrative or disciplinary action by the Parent Service. Disciplinary action will not be taken by the Host Service against PME exchange students. The withdrawal of PME exchange students from the program will not affect the right of civil authorities of the Host Party or its political subdivisions to exercise criminal jurisdiction over such personnel. Authorities of the Host Service will convey, on behalf of the Parent Service, any request for waiver of the right of such authorities to exercise jurisdiction over PME exchange students. Further, authorities of the Host Service will maintain close coordination with civil authorities of the Host Party or its political subdivisions in such matters and will urge, upon request of the Parent Service/Party, that sympathetic consideration be given to waiver requests where the Parent Service/Party indicates the waiver to be of particular importance. The foregoing is without prejudice to the provisions of an applicable status of forces agreement.

(3) Consistent with (1) and (2) above, PME exchange students should extend normal military courtesy to military personnel of the Host Service who are superior in rank to them.

(4) To the extent authorized by its laws and regulations, the Host Service will cooperate in the application of administrative or disciplinary action by the Parent Service against offending PME exchange students.

r. Use of facilities.

(1) PME exchange students and their authorized accompanying dependents in the United States are entitled to the same use of administrative, logistical, and commissary facilities that are accorded to other security assistance-sponsored PME students.

(2) U.S. PME exchange students and their dependents shall be entitled to the same use of administrative, logistical, and commissary facilities as other U.S. military personnel and their dependents stationed in the country of the Host Party or attached to the U.S. diplomatic mission.

s. Uniform. PME exchange students are required to comply with the dress and grooming (para 10-18) regulations of the Parent Service. The order of dress for any occasion will be that which most nearly conforms to the order for the particular unit of the Host Service to which Exchange Students are attached. Customs of the Host Service will be observed with respect to the wearing of civilian clothes.

t. Quarters and messing. The Host Service may provide, if available, quarters and messing for PME exchange students according to its own regulations. PME exchange students or their Parent Service are responsible for paying charges made by the Host Service for quarters and messing, when provided, and for any attendant services provided by

the Host Service. If the Host Service is unable to provide quarters, the PME Exchange Student or the Parent Service will be responsible for arranging and financing private accommodations.

u. Medical and dental services.

(1) Any medical and dental care that may be provided to PME exchange students and their authorized accompanying dependents at Host Party medical facilities shall be subject to the laws and regulations of the government of the Host Party, including reimbursement when required by such laws and regulations.

(2) The Parent Service is responsible for ensuring that PME exchange students and their authorized accompanying dependents are in good medical and dental health prior to commencing the exchange program.

v. Reports and evaluations.

(1) Reports that PME exchange students may be required to make by their Parent Service or which they wish to make concerning their exchange training will be submitted according to Parent Service regulations.

(2) Individual evaluation reports will be prepared and submitted according to Host Party regulations and procedures. (See para 10-9.)

w. Privileges and exemptions. Status of Forces Agreements (SOFAs) with NATO and other countries, which pertain to the rights and privileges of military personnel while in the country of the Host Party shall apply to PME Exchange Students and their dependents. In the event of conflict, SOFAs take precedence over PME Exchange Agreements. For non-NATO countries without SOFAs, the following applies—

(1) To the extent authorized by the laws and regulations of the Host Party, the following privileges will be available to PME exchange students and their authorized accompanying dependents:

(a) Exemption from any tax by the government of the Host Party upon income received from the Parent Party.

(b) Exemption from any customs, import duty, or similar tax upon articles brought into the country of the Host Party in connection with their official, personal, or family use, including their baggage, household effects, and private motor vehicles.

(c) Privileges at military commissaries, exchanges, theaters, and clubs on the same basis as equivalent personnel of the Host Party.

(2) PME exchange students shall be eligible for any other privilege provided by a status of forces agreement or granted by the government of the Host Party under its laws and regulations.

x. Decorations, awards, or insignia. Decorations, awards, or insignia bestowed on PME exchange students by the Host Service will be made according to the regulations of the Host Service. The awards will not be accepted by PME exchange students without the prior approval of the Parent Service.

y. Claims.

(1) For SOFA countries, the following applies—

(a) Claims against either Party or its personnel shall be dealt with according to the terms of Article VIII of the Status of Forces agreement.

(b) PME Exchange Students and those dependents accompanying them must obtain motor vehicle liability insurance coverage according to applicable laws and regulations of the government of the Host Party, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

(2) The following applies to non-SOFA countries.

(a) The Parties waive all their claims, other than contractual claims, against each other, and against the military members and civilian employees of each other's Department or Ministry of Defense, for damage, loss or destruction of property owned or used by its respective Department or Ministry of Defense, if such damage, loss or destruction: (1) was caused by a military member or a civilian employee in the performance of official duties; or (2) arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its Department or Ministry of Defense, 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.

(b) The Parties shall waive all their claims against each other and against the military members and civilian employees of each other's Department or Ministry of Defense for injury or death suffered by any military member or civilian employee of their Department or Ministry of Defense while such member or employee as engaged in the performance of official duties.

(c) Claims, other than contractual claims, for damage, loss, injury, or death, not covered by the waivers contained in paragraphs 1 and 2 of this Article, arising out of an act or omission by the military member or civilian employees of its Department or Ministry of Defense, or out of an act or omission for which the Parent Party is legally responsible, shall be presented to the Parent Party for consideration under its applicable laws and regulations.

(d) PME exchange students and their accompanying dependents will obtain motor vehicle liability insurance coverage according to applicable laws and regulations of the government of the Host Party, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against the insurance.

z. Requests. Requests for PME exchanges must be forwarded to the appropriate MILDEP with an information copy

to DSCA and the Department of State. MILDEPs will include the Department of State on correspondence relating to proposed PME Exchanges.

aa. The U.S. MILDEP participating in the first PME Exchange with a country will prepare the “umbrella” PME Exchange Memorandum of Agreement (MOA) according to fig 14-1. Deviations to the MOA are not authorized unless approved by DSCA/General Counsel and the Director, International Security Programs, with the concurrence of DSCA and the MILDEPs. Exchanges at specific schools will be identified in an appendix to the PME Exchange MOA. After internal MILDEP and Military Service coordination, the MILDEP will forward the DOD PME Exchange MOA to the appropriate DSCA/country director for DSCA approval and signature. After signature by both countries participating in the exchange, DSCA will forward copies of the PME Exchange MOA to the Department of State, (ATTN: L/T), Washington, DC 20520; DOD/General Counsel, 1600 Defense Pentagon, Washington, DC 20301-1600, MILDEP for PME Exchange MOAs. The MILDEPs will forward a copy to their General Counsel and Judge Advocate General, and other internal organizations. Appendices to the MOA will be signed by the US military service participating in the exchange.

ab. ITOs. All PME exchange students attending CONUS schools will do so under the authority of an ITO. PME exchange status will be noted in blocks 5 and 13. (See chap 7.)

14-2. Unit exchanges

a. Authorization. Unit exchanges are authorized by the addition to the AECA of chapter 2C and section 30A (Exchange of Training and Related Support). Under section 30A, the President may provide training and related support to military and civilian defense personnel of a friendly foreign country or international organization. Such training and related support will be provided by a Secretary of a MILDEP and may include the provision of transportation, food services, health services, logistics, and the use of facilities and equipment. Unit exchanges may be arranged only as part of an international agreement to be negotiated as defined in DOD Directive 5530.3. (Also see figs 14-2 and 14-3.) Under the agreement, the recipient foreign country will provide, on a reciprocal basis, comparable training and related support. Prior to entering into any agreement, the initiating authority will seek the recommendations of the regional unified commander in whose area of responsibility the foreign nation is located. Generally, the Secretary of a MILDEP or designee is the approving authority for the exchange of units. Exchange programs of significant political and military importance or operationally sensitive exchanges will be approved by the Under Secretary of Defense (Policy). Requests for U.S. Coast Guard unit exchanges should be forwarded to Commandant (G-CI) for determination of feasibility and coordination procedures.

b. Types of units. For purposes of this legislation, a unit eligible for exchange is defined as substantially all the individuals from an established unit necessary to accomplish the intent of the exchange. Legislation does not authorize exchanges of individuals or other ad hoc units.

c. Time constraints. Reciprocal exchanges must take place within 12 months of each other.

d. Cost constraints. If a foreign country or international organization receives training and support and does not initiate comparable training and support to U.S. units within 12 months, the foreign country or international organization must reimburse the U.S. for the full cost of training and support provided by the U.S. IMET, FMF, and FMS cash or credit funds may not be utilized for reimbursement or to meet the expenses of an exchange unit. However, DOD funds or authorities may be used to support these exchanges.

e. Reporting. By 1 January each year the MILDEP will provide the Director, Washington Headquarters Services, with a report of unit exchanges conducted during the preceding U.S. fiscal year with an information copy to DSCA. Report Control Symbol DD-DA&M(A)1789 is assigned to this report. The report will include the following information for each exchange, by country:

- (1) The number of exchanges.
- (2) The date by which each reciprocal exchange is required or the date on which it was supplied.
- (3) The subject or purpose.
- (4) The number of persons included.
- (5) The estimated full costs of the training and related support provided by the United States to the country.
- (6) The estimated value of the training and related support provided to the United States to that country.
- (7) Action taken to recover the cost of any exchanges that were not reciprocated during that fiscal year, if applicable. (Costs of those exchanges not completed by the end of the FY will be estimated and actual costs provided as available.)

f. Reciprocity. All reciprocal agreements will be made in expectation of fulfillment on the part of both sponsoring and parent countries. Reciprocity, in the context of the statutory authority for this unit exchange program, involves the mutual exchange of comparable rather than exactly similar training and related support. Determination of comparable worth is not required to be accomplished solely by using the dollar equivalent of the training and related support

received. However, the results of valuation must document that the U.S. military department or established joint organization has received value comparable to that provided during the exchange.

g. Assignment and utilization.

- (1) The assignment of exchange units will be for facilitating small unit operations.
- (2) Exchange unit personnel may receive short programs of military instruction when such instruction is part of the normal orientation, familiarization, and checkout or safety process for Host Service personnel reporting to a particular duty station. Instruction provided to exchange unit personnel by the Host Service will be strictly limited to short programs designed for the purposes stated above.
- (3) In no case may Exchange Students be assigned to a position that would require exercise of command over personnel of the Host Service.
- (4) Unless otherwise authorized by authorities of the Parent State, Exchange Students will not participate in combat operations. This applies to all hostilities, including civil-military actions within the Sponsoring State in which its armed forces are called upon to assist in restoring law and order. In any case where involvement in hostilities or civil-military actions becomes imminent, military duties of Exchange Students will be terminated until further instructions are received from authorities of the Parent State.
- (5) Exchange units will be assigned duties by the Host Service that are agreeable to the Parent Service. These duties will conform to the range of qualifications held by exchange unit personnel, but the exchange unit must always be prepared to function fully as a member of the unit or activity to which assigned.

h. Selection criteria and discharge.

- (1) The selection of exchange units shall be on a highly selective basis from among military units of the Parent Service. The Parent Service shall be solely responsible in the selection of its exchange units based on the following criteria:
 - (a) Unit personnel must be well versed in current practices and doctrine of their Service or branch and be particularly qualified to participate in the unit exchange.
 - (b) Unit personnel must possess the required skill and training qualifications.
 - (c) Unit personnel should hold the grade authorized for the position that they occupy.

- (2) The requirements, qualifications, and experience of the exchange units must meet the standards of the Host Service. The determination and decision on unit performance is within the sole discretion of the Host Service. The Parent State or Service will be responsible for all expenses in connection with the return of exchange unit personnel.

i. Tour length and number exchanged.

- (1) The normal tour of duty for exchange units, exclusive of travel time between countries, will be as specified in an appendix to the MOA. Exceptions to and or adjustments of any tour will be based on mutual agreement.
- (2) One unit from the U.S. military department or established joint organization and one unit from the military department or established joint organization will take part in the exchange. Exchange units will be assigned to units or positions as described in an appendix to the MOA. Expansion of the exchange program and cancellation, postponement, or substitution of a specific exchange will be as mutually agreed between the Host Service and the Parent Service.

j. Administration and control. Unit exchange students will be administered and controlled as prescribed by the Parent Service.

- (1) The U.S. Military department will designate an individual who will serve as the Chief, U.S. Unit Exchange Program for that military department. U.S. exchange personnel from that military department in units on exchange with the foreign unit will be under the administrative supervision of the Chief, U.S. Exchange Program designated by that military department.

- (2) International exchange units on duty with exchange units in the United States will be under the administrative control of the appropriate military attaché of their country.

k. Identification. Unit exchange personnel will be in possession of valid identification cards and identification discs (tags) according to the regulations of the Parent State and the requirements of the laws and regulations of the Host Service and Sponsoring State and, if applicable, those of the third country on whose territory the exchange takes place.

l. Respect for local law. Unit exchange personnel will respect the law of the State on whose territory the exchange takes place and abstain from any activity inconsistent with the spirit of the exchange and, in particular, from any political activity in that State.

m. Entry and exit. Unit exchange personnel shall be in possession of appropriate documentation issued by the Parent State and required by authorities of the State on whose territory the exchange takes place for entry into and exit from that State.

n. Weapons.

- (1) Exchange unit personnel will not carry personal weapons into the State on whose territory the exchange takes place except if authorized by the Parent Service and when authorized by Sponsoring State authorities and registered according to applicable law.
- (2) Military weapons issued to exchange unit personnel by the Parent Service will be introduced into the State on

whose territory the exchange takes place only if authorized by the Parent Service and competent authorities of the State on whose territory the exchange takes place.

o. Discipline.

(1) Exchange unit personnel will comply with the lawful regulations, orders, instructions, and customs of the Host Service insofar as they are appropriate and applicable under the circumstances and consistent with laws and regulations of the Parent State.

(2) Exchange unit personnel who commit an offense against the military laws and regulations of either the Parent or Host Service may be separated from the exchange program with a view toward further administrative or disciplinary action by the Parent Service. Disciplinary action will not be taken by the Host Service against exchange unit personnel. The separation of exchange unit personnel from the program will not affect the right of civil authorities of the Sponsoring State or its political subdivisions to exercise criminal jurisdiction over such personnel. Authorities of the Host Service will convey, on behalf of the Parent Service, any request for waiver of the right of such authorities to exercise jurisdiction. Further, authorities of the Host Service will maintain close coordination with civil authorities of the Host State or its political subdivisions in such matters and will urge, upon request of the Parent Service, that sympathetic consideration be given to waiver requests where the Parent Service or State indicates such waiver to be of particular importance. The foregoing will be without prejudice to the provisions of an applicable status of forces agreement.

(3) Exchange unit personnel will not exercise disciplinary powers over military personnel of the Host Service.

(4) Consistent with paragraphs 1 and 2 above, exchange unit personnel are subject to the lawful commands of military personnel of the Host Service who are senior in rank to them.

(5) To the extent authorized by its laws and regulations, the Host Service will cooperate in the application of administrative or disciplinary action by the Parent Service against offending exchange unit personnel.

p. Security. Exchange Students must comply at all times with security regulations of the Host Service or State. Assignment, duties, and the handling of classified information will be subject to the security and disclosure policies of the States and Services concerned and applicable international agreements.

q. Use of facilities. Use of facilities of the Host Service by Exchange Students for their military specialty proficiency will be granted according to the policies and directives of the Host Service and any agreements or arrangements with the State on whose territory the exchange takes place.

r. Uniform. Exchange Students will comply with the dress regulations of the Parent Service. The order of dress for any occasion is to be that which most nearly conforms to the order for the particular unit of the Host Service to which the exchange unit is assigned. Customs of the Host Service will be observed with respect to the wearing of civilian clothes.

s. Leave and passes. Exchange Students may be granted leave and passes according to their entitlements under the regulations of the Parent Service, provided such is coordinated with the proper authorities of the Host Service. Exchange Students may observe the holiday schedules of both the parent and Host Service.

t. Medical and dental services.

(1) Exchange Students shall be granted access to military medical and dental services of the Sponsoring State to the same extent that the Host Service provides such services to its own military personnel. Reimbursement of the Host Service for medical and dental services provided to Exchange Students may be required unless otherwise specified in the appendix to the MOA pursuant to Article XVIII.

(2) It is the responsibility of the Parent Service to ensure that Exchange Students are medically and dentally fit prior to commencing the exchange program.

u. Financial responsibilities. The following financial responsibilities apply to the exchange program:

(1) The Parent State or Service and Exchange Students, as appropriate, are responsible during the period of the exchange for the following costs:

(a) Basic pay and cash allowances due Exchange Students.

(b) Per diem and other travel allowances associated with the movement of exchange units and their personnel to and from the Sponsoring State.

(c) Compensation for loss of or damage to the uniform or other personal equipment of Exchange Students.

(d) The cost of preparation and shipment of remains and funeral expenses in the event of death of Exchange Students.

(e) Expenditures in connection with any special duty performed on behalf of the Parent State.

(f) Expenses incurred in the interest of dependents permitted to accompany or join Exchange Students.

(g) Except for instruction of a brief duration provided according to paragraph g(2) above, the costs of any training, services, or requirements not listed in any appendix to the MOA.

(2) The Sponsoring State or Service is responsible for the cost of providing the training and related services

specifically identified in any appendix to the MOA, subject to the reciprocity and reimbursement provisions of paragraph v below.

v. Reciprocal provision of training and related support.

(1) The parties may agree, on the basis of reciprocity, for the provision by the Sponsoring State or Service of training and related support as listed in paragraphs t and u above. An agreement for the reciprocal provision of training and related support, if executed, will be incorporated in the MOA and will appear as an appendix thereto.

(2) Regardless of whether an appendix to provide the training and related support as listed in paragraphs t and u above is agreed to or not, units will be exchanged within 12 months in order that a balance of costs involved in sending and receiving units is maintained or so that reimbursement for the full costs of the training and related support provided can be accomplished.

(3) To the extent that one party (to which training and related support specified in an appendix to the MOA is provided) does not initiate comparable training and related support to the other party within 12 months, the party provided such training and related support shall reimburse the providing party for the full costs of such training and support.

w. Claims.

(1) Third party claims arising out of the activities of Exchange Students or exchange units may be submitted to the Parent Service for settlement consistent with its authority under the laws and regulations of the Parent State. Nevertheless, Exchange Students will be required to obtain civil liability insurance for their private motor vehicles according to applicable Sponsoring State's laws and regulations, and first recourse shall be had against any such insurance in the case of claims involving motor vehicles.

(2) Neither Service shall make any claim against the other for loss or damage to its property caused by military personnel of the other Services in the execution of duties during the course of any exchange.

(3) Neither Service shall make any claim against the other for injury or death suffered by any member of its armed Services while engaged in the performance of official duty during the course of any exchange.

(4) Neither the Host Service nor the Sponsoring State shall be responsible for loss of or damage to personal property of Exchange Students.

(5) The foregoing is without prejudice to the provision of an applicable status of forces agreement between the sponsoring and Parent States and, if applicable, to agreements or arrangements with the third country on whose territory the exchange takes place.

x. Reports and evaluations. Reports that exchange units may be required to make by their own Service or that they wish to make concerning their exchange duties will be submitted as follows.

(1) U.S. military department exchange units will forward their reports according to appropriate departmental guidance.

(2) International exchange units and Exchange Students will forward their reports according to Parent Service instructions.

y. Privileges and exemptions. To the extent authorized by the laws and regulations of the State on whose territory the exchange takes place and by an applicable status of forces agreement, the following privileges will be available to exchange units and Exchange Students:

(1) Exemption from any tax by the Sponsoring State upon income received from the Parent State.

(2) Exemption from customs, import duty, or similar taxes upon articles brought into the Sponsoring State in connection with official or personal use, including baggage and household effects.

(3) To the extent authorized by Sponsoring State laws and regulations, purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs of the Host Service on the same basis as equivalent personnel of the Host Service.

(4) Any other privilege provided by an applicable status of forces agreement or granted by the State on whose territory the exchange takes place under its laws and regulations.

z. Decorations, awards, or insignia. Decorations, awards, or insignia of military qualifications bestowed on exchange units or PME exchange students by the Host Service shall be made according to the regulations of the Host Service. These decorations, awards, or insignia shall not be accepted by the unit or personnel concerned without the prior approval of the Parent Service.

aa. Requests. Requests for unit exchanges must be forwarded to the appropriate MILDEP with an information copy to DSCA. The request will contain a justification for the exchange; desired dates; identification of the type and size of unit to be exchanged; a statement of the availability of funds required to support the exchange; a summary of the training to be conducted; an estimate of cost, to include (as a minimum) transportation, housing, mess, logistics, medical, and dental costs; identification of the country with which the exchange is proposed; if the exchange is proposed with a unit stationed outside the territory of its Parent State, details concerning the coordination accomplished with the State(s) in whose territory the exchange will take place; and details concerning the legal status of personnel under a status of forces agreement or other arrangement, or a statement that no such arrangement currently exists.

ab. Rights and liabilities. The standard Memorandum of Agreement (MOA) for use when the proposed exchange

will take place on the respective territories of the two signatories is found at figure 14-2. It contains a definitive statement of rights and responsibilities since the exchange involves only the two countries that are signatories of the MOA. However, if the proposed exchange is to take place with a unit stationed outside the territory of its Parent State, the standard MOA to be used is found at figure 14-3. Of necessity, rights and responsibilities are qualified since they are subject to the decisions of the government of the State in whose territory part or all of the exchange will take place. It is imperative that U.S. personnel recognize the peculiarities created by such an exchange, particularly with regard to claims and discipline.

14-3. Exchange of Flight Training

a. Authorization. Flight training exchanges (FTE) are authorized by section 544 (Exchange Training) of the FAA of 1961, chapter 5, part II. Section 544 authorized the President to provide for the attendance of foreign military and civilian defense personnel at flight training schools and programs (including test pilot schools) in the United States, without charge, if such attendance is pursuant to an agreement providing for the exchange of students on a one-for-one basis each fiscal year between those United States flight training schools and programs and comparable flight training schools and programs of foreign countries. The flight training to be exchanged must be of comparable type and scope.

b. International Agreement. The approved international agreement for flight training exchanges is provided at figure 14-4. Deviations are not authorized unless approved by DSCA/General Counsel and the Director, International Security Programs, with the concurrence of DSCA and the MILDEPs. The MOA will be staffed according to procedures established for PME Exchange MOA in para 1-1.ab.

c. Training Performance Objectives and Standards. Training will be conducted using the performance objectives and standards of the Host Service. Exceptions to successful completion of Host Service standards may be considered on a case-by-case basis.

d. Tuition Costs. All costs associated with instruction, instructional materials, special clothing or equipment, tutorials, projects, study visits, and field exercises undertaken by the FTE Student as part of the approved course syllabi are considered as tuition costs. Other costs associated with training, such as Student's meals, custodial fees for quarters, medical care, and transportation, are not included in tuition costs.

e. Student Selection/Discharge Criteria.

(1) The selection of FTE students will be on a highly selective basis from among qualified personnel of the Parent Service. The Parent Service will be solely responsible for the selection of its FTE students based on the criteria that students should—

- (a) Be well versed in the practices and doctrines of their own service;
- (b) Meet the basic criteria, including aviation physiology, established by the Host Service for the applicable training through a combination of training, experience, and ability;
- (c) Meet the language prerequisites established by the Host Service for the applicable training;
- (d) Possess a security clearance to the level required for the applicable training.

(2) Each Service shall notify the other 12 months prior to the effective reporting date of their intention to participate in the FTE Exchange and will forward the name(s) and other requested information on FTE Student(s) who will be participating as required by the Host Service.

(3) The Host Service/Party will be authorized to discharge FTE Students from the Exchange Program who do not meet the above criteria, fail to meet the established training standards, or cannot safely complete the program. This decision is within the sole discretion of the Host Service/Party. FTE students who do not meet the Host Service/Party performance standards will be treated the same as Host Service/Party students. Such FTE students will be entitled to any hearing or board afforded to host service students. The Host Service will notify the Parent Service of the names of FTE students who are not meeting the Host Service performance standards. A Parent Service representative may attend, as an observer, any hearings or boards held with respect to exchange personnel eliminated from training by the Host Service.

f. Leave. FTE Students may be granted leave according to their entitlements under the regulations of the Parent Service, provided such is approved by the Parent Service and the proper authorities of the Host Service. FTE Students may observe the holiday schedules of both Parent and Host Services according to Host Service regulations.

g. Special Clothing/Equipment. The Host Service may issue special clothing or equipment required for the flight training on the same basis conditions as to its own students. Any rank or other insignia worn will, to the extent possible, conform to Parent Service Standards.

h. Casualty Reports. In the event of injuries to, or death of, FTE students, the Host Service will submit casualty reports through the appropriate channels to the Parent Service. Any reports and investigations conducted by the Host Service concerning a casualty will be made available to the Parent Service. The Parent Service may conduct a separate investigation/inquiry.

i. Aircraft Accident Investigation Procedures. In the absence of a standardization agreement between the participating countries for aircraft accident investigation procedures, Host Service aircraft accident investigation procedures will be followed.

j. FTE Requests. Requests for flight training exchanges must be forwarded to the appropriate MILDEP with an

information copy to DSCA. The request will contain a justification for the exchange; desired timeframe or dates; identification of the type of training and the number of students to be exchanged; security classification of training; an estimate of cost per student of training to be exchanged; frequency of proposed exchange (for example, on a one-time basis or for a five-year period); student pre-requisites; and other relevant information. MILDEPs will include the Department of State on correspondence relating to proposed flight training exchanges.

k. Discharge/Elimination of FTE Students. Once an FTE Student commences training, the obligation of the Host Party/Service are met regardless of whether the FTE Student successfully completes the program or is discharged under the provisions of Article IV, paragraph 2, Article VI, paragraph 2, or Article XII, paragraph 2 of the FTE MOA.

l. Other Provisions. The provisions of paragraph 14-1.j. through 14-1.ac. for PME Exchanges also apply to flight training exchanges.

Section II

Department of the Army

14-4. PME exchanges

a. Quotas. All PME exchanges will be arranged within existing quotas or invitations at CGSC and AWC. No additional quotas will be created to accommodate a PME exchange.

b. Programming. The Director, SATFA, (ATFA-R) will carry PME exchange students on the STL. A pseudo case identifier will be assigned as follows- Country three position case identifier beginning with letter "R," and line number 001 (for example, AT-RAA-001). Use of the unique category code for reciprocal training will prevent the cost from being identified on the STL.

c. ITOs. The SAO will issue ITOs for PME exchange students after authorization by SAUS-IA-DSA. The SAO will note PME exchange status in blocks 5 and 13 of the ITO.

d. Reports. The Director, SATFA will prepare a yearly report to be submitted through SAUS-IA-DSA to DSCA not later than 1 January of each year.

e. Requests.

(1) The SAO will submit country request for a PME exchange following country acceptance of a seat at CGSC or AWC to SAUS-IA-DSA and DAMO-SSF by message. The corresponding country invitation will accompany the request for PME exchange.

(2) DAMO-SSF will coordinate the participation of U.S. Army exchange students at foreign PME institutions.

(3) Upon DA approval of the PME exchange, SAUS-IA-DSA will negotiate a MOA with country embassy personnel in Washington, DC, using the format provided at figure 14-1.

(4) After the MOA is signed, SAUS-IA-DSA will notify the Commander, SATFA, and the SAO of final authority to implement PME exchange. SAUS-IA-DSA will then authorize the SAO to issue an ITO for the PME exchange.

14-5. Unit exchanges

a. Objectives. The objectives of unit exchange training are as follows:

(1) Provide opportunities for interesting and challenging formal or informal training, orientation, observation, or familiarization.

(2) Provide training incentives for units and individuals.

(3) Assist in improving relations and mutual understanding between the United States and the country with which the exchange is conducted.

(4) Provide a sharing of expertise between the participating units.

(5) Validate, test, exercise, and or complement interoperability capabilities.

(6) Provide recruitment and retention incentives.

(7) Foreign participants in unit training exchanges are to be permitted access only to UNCLASSIFIED information, except as may be specifically authorized according to AR 380-10 or approved by ODCSINT on a case-by-case basis.

(8) Personnel who will depart CONUS must be qualified according to AR 612-2.

b. Policy.

(1) Authority to approve proposed exchanges with allied and friendly military Services is reserved at HQDA. Once approved, MACOMs are authorized to formally negotiate with the allied or friendly military Service involved.

(2) The exchange of units, when conducted in the context of mission training, is encouraged. Such exchanges provide for interesting and challenging formal or informal training, orientation, observation, or familiarization and can serve as an incentive for units and individuals to broaden their professionalism as part of their normal training programs. Further, the fostering and developing of professional relationships between units of the U.S. Army and allied or friendly armies is critical to the success of combined operations.

(3) The exchange of units will be conducted as an adjunct to mission training and will be approved only after the U.S. units involved have demonstrated training proficiency to the degree necessary to accomplish stated mission

objectives. The proficiency of a unit can be determined from the result of a recently completed ARTEP evaluation or by the commander who administered the evaluation.

(4) Aggregate units will not be eligible for exchange training.

(5) As far as possible, the clothing and equipment furnished to accompany the guest unit will be limited to the minimum personal needs of the individuals.

(6) Personnel participating in exchange programs will be briefed on the provisions of AR 381-12.

(7) Personnel will be briefed concerning customs inspections according to DOD 5030.49-R.

(8) Foreign participants in unit training exchanges are to be permitted access only to UNCLASSIFIED information, except as may be specifically authorized according to AR 380-10 or approved by ODCSINT on a case-by-case basis.

(9) Personnel who will depart CONUS must be qualified according to AR 612-2.

c. Responsibilities.

(1) Deputy Chief of Staff for Operations and Plans (DCSOPS), Headquarters, Department of Army (HQDA), will serve as the HQDA proponent for unit exchange training. DAMO-TRO will receive, review, coordinate, and process proposed unit exchanges. Exchanges of significant political and military importance or operationally sensitive unit exchanges will be received, reviewed, coordinated, and processed by DAMO-ODSO.

(2) MACOMs will manage unit exchanges according to the provisions of this regulation.

d. Approving authority.

(1) Generally, the Chief of Staff, U.S. Army, is the approving authority for the exchange of units. Exchange programs of significant political and military importance will be approved by the Assistant Secretary of Defense for International Security Affairs.

(2) Requests for recurring exchange programs will require one-time approval rather than approval for each exchange. However, periodic reviews (at least once a year) of unit exchange programs will be made jointly by HQDA and MACOMs to ensure compliance with current procedures and directives.

e. Procedures.

(1) Proposals for exchanges will be submitted through the appropriate MACOM to HQDA (DAMO-TRF), WASH DC 20310-0450, for Chief of Staff approval. Information copies will be provided to DSCA (LPP), 1111 Jefferson Davis Highway, CGN, Arlington, Virginia 22202-4306 and HQDA (DAMI-CHS), WASH DC 20310-1040. Consolidated requests reflecting a proposed annual program are welcome. The request will contain—

(a) Identification of the country with which the exchange is proposed.

(b) Identification of the type and size of unit to be exchanged.

(c) Desired dates.

(d) Justification for the exchange.

(e) A summary of the training to be conducted.

(f) An estimate of cost, to include (as a minimum) transportation, housing, mess, logistics, medical, and dental costs.

(g) A statement of the availability of funds required to support the exchange.

(h) Details concerning the coordination accomplished with the State(s) in whose territory the exchange takes place, if the exchange is proposed with a unit stationed outside the territory of its Parent State.

(i) Details concerning legal status of personnel under a status of forces agreement or other arrangement, if any exists.

(2) Prior to submitting to Chief of Staff, U.S. Army, for approval, the MACOM sponsoring the exchange will solicit the comments of the country team (ambassador), through the Army attaché or senior U.S. military representative on each specific exchange proposal.

(3) After Chief of Staff approval, HQDA (DAMO-TRF) will authorize the MACOM to negotiate directly with the allied military Service to coordinate and resolve details of the exchange. The DCSOPS, if necessary, after coordination with the Office of Foreign Military Rights Affairs, Office of the Assistant Secretary of Defense for International Security Affairs, will provide guidance to the major Army commander concerning arrangements at the diplomatic level for the status of personnel involved.

(4) When a request is approved, the MACOM is responsible for execution of the exchange memorandum of agreement, using the format provided at either figure 14-2 or figure 14-3, for accomplishing the reporting requirements set forth in AR 550-51 and for submitting the request for the movement directive for the U.S. Army unit (AR 220-10).

(5) Units will submit after-action reports to appropriate MACOMs within 120 days after completion of an exchange.

(6) By 15 November each year, MACOMs will submit a report to HQDA (DAMO-TRF) on the specific unit exchange activities conducted during the preceding FY. The report will include the following—

(a) Estimated full costs of the training and related support provided to allied and friendly military Services.

(b) Estimated value of the training provided to the United States by that country.

(c) Action taken during FY to recover the cost of any exchanges that were not reciprocated, if applicable.

f. Funding responsibilities.

(1) The Parent State or Service will be responsible for pay and allowances for unit members. All other costs related

to the reciprocal provision of training and related support will be borne by the participating State or Service that incurs them. If an allied or friendly nation is unable to provide training or related support of comparable worth within 1 year, MACOMs will initiate administrative action to collect cash reimbursement. IMET, MAP, and FMS cash or credit funds may not be used for reimbursement or to meet the expenses of an exchange unit. For exchanges with Latin American military forces, funding may be available from Latin American Cooperation Funds.

(2) Exchanges involving Active Army units will be funded from OMA Program 2, General Purpose Forces Funds, within the context of normal mission training. Movement of TOE equipment will be funded from Program 7, Second Destination Transportation Funds, according to appropriate fiscal regulations. Exchanges will not be funded separately. Exchanges sponsored by MACOMs will be funded by that command, whereas those exchanges directed by HQDA will be funded by HQDA.

(3) RC units participating under this regulation will be funded by the Chief, National Guard Bureau or Chief, Army Reserve, from their respective appropriations.

Section III

Department of the Navy

14-6. U.S. Navy

a. Professional Military Education (PME) Exchanges.

(1) *General.* Professional Military Education Exchanges (PME) will be used as an additional method to enable foreign naval officers and U.S. Navy officers to participate in mutually beneficial professional naval education. PME exchanges offer countries with comparable PME institutions another means, other than IMET or FMS, to send a student to the Naval War College (Naval Command College (NCC)/Naval Staff College (NSC)).

(2) *Responsibilities.* PME exchanges require close coordination and participation among CNO, Navy IPO, Naval War College (NWC), Navy International JAG (NJAG), NETSAFA, and the SAO in country to implement an effective program.

(a) CNO (N3/N5), in coordination with the NWC, will develop, coordinate, and issue under CNO's signature, invitations for foreign nominations to the NCC/NSC. N3/N5 and NWC will also determine priorities for countries on the visiting list for invitations to these programs.

(b) When a country accepts an invitation and also desires it to be a PME exchange, the following applies. The SAO will submit the country's request for a PME exchange to CNO, Navy IPO, and NETSAFA. The message will also include the approximate time frame in which the foreign war college invitation will be tendered to the U.S. Navy. If a U.S. Navy officer has never attended the country's PME institution, or has not attended within the last 5 years, the SAO will provide curriculum content information to Bureau of Naval Personnel (Pers-60), with an information copy to Navy IPO, so professional institutional comparability can be ascertained. Upon confirmation of comparability, Navy IPO, in coordination with CNO (N3/N5) and NJAG, will direct NETSAFA to prepare a Memorandum of Agreement (MOA) using the format provided at figure 14-1. CNO (N3/N5) will negotiate the MOA with the country embassy personnel in Washington, DC, and is authorized to sign the MOA for CNO by direction, Navy IPO will inform NETSAFA and the SAO of the signed MOA. Upon that notification, NETSAFA will change STATIS/STL to reflect PME exchange status with a zero financial obligation. NETSAFA will also authorize the SAO to issue an ITO indicating the exchange status in blocks 5 and 13 of the ITO form.

(c) Bureau of Naval Personnel (Pers-60) will coordinate and direct the participation of the U.S. Navy exchange students at foreign PME institutions.

(d) NETSAFA will submit an annual report of the U.S. Navy PME exchanges via Navy IPO to DSCA with a copy to CNO (N3/N5) and Bureau of Naval Personnel (Pers-60). This report will be submitted not later than 1 January of each year.

b. Unit exchanges.

(1) *General.* Unit exchanges are appropriate when they offer a clear advantage to the U.S. Navy. Advantages range from improved relations and mutual understanding between the United States and the foreign country, through the sharing of expertise, to enhancing combined evolutions and interoperability.

(2) *Policy.* The authority to approve unit exchanges with foreign countries is reserved to the CNO. The procedures to be followed and the coordination required will be determined for each proposed unit exchange based on its own merits.

(3) *Requests.* Unit exchanges will be requested from CNO (N3/N5) with a copy to Navy IPO and NETSAFA via the chain of command. As a minimum, the request will identify and describe the participating units in the proposed exchange, outline the objectives of the exchange, describe the benefits of the exchange to the U.S. Navy, and specify disclosure of classified information issues involved in the exchange.

14-7. U.S. Marine Corps professional military education exchanges

a. Any country desiring a PME exchange with the U.S. Marine Corps will submit a request in writing or by message

to CG MCCDC after country acceptance of an invitation to nominate one officer to attend the Marine Corps Command and Staff College.

b. CG MCCDC will review the request and, if the request is approved, will negotiate an international agreement with the appropriate embassy personnel in Washington, DC. The standard memorandum (fig 14-1) will serve as the basis for these negotiations.

c. Proposed changes to the standard memorandum will receive legal review prior to signature.

d. The U.S. Marine Corps signature will take place at Headquarters, Marine Corps. Either the Commandant of the Marine Corps or the Assistant Commandant of the Marine Corps will sign the negotiated memorandum for the Marine Corps on behalf of the Secretary of the Navy.

e. The office of record for these agreements will be CG MCCDC.

f. After an agreement has been negotiated and signed, CG MCCDC will send a message authorizing the appropriate SAO to issue an ITO to the IMS nominated to attend Command and Staff College. The SAO will note PME exchange status in blocks 5 and 13 of the ITO.

g. The PME exchange will be given its own price code equal to zero. CG MCCDC will enter the PME exchange student into the DON SATP database with this price, thus allowing PME exchange students to be tracked.

h. For reporting purposes, a pseudo case designator will be used for each country, which will keep exchange students separate and also show execution agency. CD MCCDC will prepare a yearly report and submit it to DSCA not later than 1 January of each year. The report will include, by country, the number of exchanges, the subject or purpose of each, the number of individuals included, and the incremental tuition cost or comparable value.

i. PME exchanges will be made within existing quotas at U.S. Marine Corps Command and Staff College. No additional quotas will be created to accommodate PME exchanges. No PME exchange is possible if a USMC student is not available for exchange or if a comparable foreign PME institution does not exist. Final determination of comparability will be the responsibility of CG MCCDC and not the country concerned.

14-8. U.S. Marine Corps unit exchanges

a. Proposals for the exchange of units involving the U.S. Marine Corps will be submitted in writing or by message to CG MCCDC. Consolidated requests reflecting a proposed annual program are encouraged. Each request should contain (as a minimum)—

- (1) Justification for the exchange.
- (2) Desired dates.
- (3) Identification of the type and size of unit to be exchanged.
- (4) For proposals from USMC units only, a statement of the availability of funds required to support the exchange.
- (5) A summary of the type of training to be conducted.
- (6) For proposals from USMC units only, an estimate of cost, to include (as a minimum) transportation, housing, messing, logistics, medical, and dental costs.

b. CG MCCDC will review the request and, if approved, will negotiate an international agreement with the appropriate embassy personnel in Washington, DC. The standard memorandum (figs 14-2 and 14-3) will serve as the basis for these negotiations. One agreement may be negotiated with a foreign country to cover a series of exchanges. Each separate exchange will require a specific appendix.

c. Proposed changes to the standard memorandum will receive legal review prior to signature.

d. U.S. Marine Corps signature will take place at Headquarters, Marine Corps. Either the Commandant of the Marine Corps or the Assistant Commandant of the Marine Corps will sign the negotiated memorandum for the Marine Corps on behalf of the Secretary of the Navy.

e. The office of record for these agreements will be CG MCCDC.

f. After an agreement is finalized and signed, CG MCCDC will designate the command(s) responsible for the execution of the exchange.

g. Each agreement will be reviewed annually and updated as required.

h. Only one unit from the U.S. Marine Corps and one unit from the foreign country will take part in a given exchange.

i. By 15 November of each year, Marine Corps commands will provide CG MCCDC a report of unit exchanges conducted during the preceding U.S. fiscal year. Reports will include—

- (1) The number of exchanges.
- (2) The date by which each reciprocal exchange is required or the dates on which it was accomplished.
- (3) The purpose.
- (4) The number of personnel involved.
- (5) The estimated full costs of the training and related support provided by the United States to the foreign country.
- (6) The estimated value of training and related support provided to the United States by the foreign country.
- (7) Action taken to recover the costs of any exchanges that were not reciprocated during the reporting period, if

applicable. (Costs of exchanges not completed by the end of the reporting period will be estimated and actual costs provided as available.)

j. Marine Corps units will submit after-action reports to CG MCCDC within 120 days after the completion of an exchange.

14-9. Requests for a U.S. coast Guard unit exchange

Requests for a U.S. coast Guard unit exchange should be forwarded to Commandant (G-CI) for determination of feasibility and coordination procedures.

14-10. Reporting requirements for international agreements

Under the provisions of 1 USC 112b, all Federal Government agencies entering into international agreements on behalf of the United States must transmit to the Department of State a copy of that agreement no later than 20 days after it is signed. Within DON, the SECNAVINST 5710.25A requires that five certified copies of any DON negotiated and concluded international agreement be forwarded directly to the office of the Judge Advocate General within 10 days after an agreement is concluded. The Judge Advocate General then takes action to comply with the reporting requirements. For all international agreements negotiated and concluded by the U.S. Navy, five certified copies will be forwarded to the Office of the Judge Advocate General as outlined above. For all international agreements negotiated and concluded by the U.S. Marine Corps, five certified copies (along with background file information) will be forwarded to the Marine Corps Judge Advocate Division (Operational Law Branch), Headquarters, Marine Corps, for forwarding to the Navy Judge Advocate General as required above.

Section IV

Department of the Air Force

14-11. PME exchanges

a. General. Quotas for the Air Command and Staff College and Air War College will be allocated within the number available for foreign students under the SATP. Air Force policy and guidance for this program is the same for students under FMS and IMET sponsorship unless otherwise stated in the international agreement and this chapter. The signature on a PME exchange agreement does not imply the availability of a quota or a commitment to provide a quota. AWC quotas are by invitation only. However, once a quota in the ACSC or AWC has been allocated, a country or international organization may wish to explore the student's sponsorship under the PME exchange program.

b. Scope. For foreign officers, International Officer School (IOS) is an integral part of both the USAF AWC and ACSC. Unless waived on a case-by-case basis, all foreign officers participating in the PME exchange program must attend.

c. Processing a request for a PME exchange.

(1) If a country desires to pursue a PME exchange program, the SAO should forward a request to the appropriate SAF/IA regional division, 1080 Air Force Pentagon, Washington, DC 20330-1080, with an information copy to SAF/IAXM, AF/DPPE, 1040 Air Force Pentagon, Washington, DC 20330-1040, DSCA, Washington, DC 20301-2800, the air component command, and the Department of State. The request should address country unique factors, such as USAF PME personnel security, support costs associated with the proposed exchange, estimated report and training dates for the foreign PME program, and student prerequisites. The SAO will obtain and forward to AU/XP, 55 LeMay Plaza South, Maxwell AFB, AL 36112-6335, a copy (in English) of the foreign PME program syllabus, course outline, or related information which identifies subject matter covered, form of presentation, number of contact hours per subject area, description of papers and briefings required, and a list of reading assignments. Upon receipt, AU/XP will evaluate the material to determine its equivalency to the USAF PME program and advise AF/DPPE and the SAF/IA country director.

(2) If the foreign PME program is comparable to the desired USAF program, the SAF/IA country director will confirm the availability of a quota in the comparable USAF PME program through SAF/IAXM, manpower authorization through AF/DPPE, and availability of qualified USAF personnel through AFMPC. If an exchange is feasible, the country director will prepare an "umbrella" PME Exchange MOA (figure 14-1), if necessary, or an appendix identifying the specific service schools involved. The proposal for the PME Exchange will be approved by AF/CC; SAF/IA will sign appendices for exchanges involving USAF PME schools. See Section I, paragraph 1ab for additional details on staffing the PME Exchange MOA. After signature by country, the SAO will forward the original copy of the MOA to DSCA. The original copy of the service appendix will be forwarded to the country director.

(3) The SAF/IA country director will forward the original copy of the Appendix to DOD/General Counsel, 1600 Defense Pentagon, Washington, DC 20301-1600. Additional copies will be provided to SAF/IAXM; SAF/GCI, 1740 Air Force Pentagon, Washington, DC 20330-1740; OSD (ISA-FRMA), Washington, DC 20301-2400; and the U.S. Department of State (ATTN: L/T), Washington, DC 20520. The country director will also forward an International

Program Directive with a copy of the international agreement and applicable service appendices to AFSAT, 2021 1st West Drive, Randolph AFB, TX 78150-4302.

d. Lead-time required.

(1) For foreign countries conducting PME programs in the English language, a minimum lead time of 1 year is required to program USAF manpower requirements, identify a USAF officer to attend the foreign PME school, and reserve a USAF PME quota for the foreign officer.

(2) For foreign countries conducting PME programs in a foreign language, requests should be forwarded as soon as identified. Due to limited numbers of qualified USAF officers with foreign language proficiency and the lead time required to train an officer to the required level of fluency, as much as 2 years' lead time may be required. However, a PME exchange agreement may be effected if the intent to participate in a specified year is confirmed.

e. Commitment. The SAO will make no commitment as to participation by the USAF in a PME exchange program. Lack of qualified U.S. candidates with foreign language proficiency and limited USAF requirements for foreign PME schools may preclude USAF participation in an exchange program. Conclusion of a PME exchange agreement is not a commitment to provide USAF quotas on an annual basis.

f. Identification number. Exchange agreements will be assigned a six-position pseudo-case identifier, which will be reflected in the upper-right-hand corner of each page of the agreement. The first two positions will reflect the country code, as contained in Appendix D, DOD 5105.38M. The third position will reflect a "D" to identify the Air Force as the U.S. implementing agency. The last three positions will reflect an alphabetical identifier starting with the letter "I" (for example, XX-D-IAA, XX-D-IAB). This identification number will be used in all requests for quotas and correspondence concerning the PME exchange program.

g. Field trips. The USAF will be responsible for the basic cost of transportation and per diem when temporary duty is required under the PME program curriculum. AU will budget for these costs in connection with field trips for PME exchange students.

h. IP. PME exchange students are eligible to participate in the IP activities available to foreign students under the SATP. The base IMSO will include and separately identify PME exchange students' requirements in the quarterly IP plan. AU will budget and utilize O&M funds for PME exchange students IP activities.

i. Administration. The PME exchange program will be administered according to the same policy and procedures as IMET and FMS training programs.

j. ITOs. AFSAT will provide the SAO authority to issue an ITO for the PME exchange students upon receipt of a copy of the agreement signed by both parties from the SAF/IA country director. The international agreement number will be reflected in item 5e of the ITO in lieu of the FMS case. Check blocks 2 or 3 for items 12b(1)(c) or (d), and 12b(2)(a) or (b) to address payment for medical services provided exchange program personnel. Check block 1, items 12f, 12g, and 12i to address living allowances, travel, and baggage. Item 15 should contain the following note: "The individual identified in item 6 of this order is under the sponsorship of the PME Exchange Program. All references in this document to FMS and IMS shall be construed to be references to the PME Exchange Program and or PME Exchange Personnel." Complete all other items of the ITO in the same manner as for FMS students.

k. USAF PME exchange officer administration. The unified command air component is responsible for the administration and support of the USAF PME exchange officer. Some of these responsibilities may be delegated to the US Defense Attaché Office or Security Assistance Organization in country if necessary to insure PME officer support is adequate. Administrative responsibilities include, but are not limited to the following—

- (1) Assign a sponsor for the USAF officer selected for a foreign PME school.
- (2) Liaison with the foreign school, AFMPC, SAF/IA, 11 Support Wing, and other organizations involved in the PME Exchange Program.
- (3) Providing budgetary information to AF/DPPE and 11 Support Wing on an annual basis for support of the USAF officer assigned to a foreign PME school, including tuition and temporary duty costs, if appropriate. AF/DPPE will include these expenses in the PME budget.
- (4) Forward a request for fund cite to 11 Support Wing/FMB and use this fund cite when preparing payment vouchers to reimburse tuition costs to the PME institution, and fund travel and per diem to the USAF PME exchange offer, where appropriate. When requesting the fund cite, the responsible organization will identify the purpose and the estimate for the anticipated payments.
- (5) Maintaining the geographically separated personnel and medical records for the USAF officer assigned to a foreign PME school.
- (6) Prepare and transmit the training report for the USAF officer upon completion of the foreign PME school.

14-12. Unit exchanges

- a. Exchanges under this legislation will apply only to units identified in USAF Unit Manning Documents (UMDs).
- b. The purpose of the unit exchange program is to—
 - (1) Improve interoperability between the USAF and the military forces with which the exchange is conducted.
 - (2) Validate, test, exercise, and or complement interoperability capabilities.
 - (3) Provide opportunities for informal mission training, orientation, observation, or familiarization of USAF and foreign participants.
 - (4) Provide a sharing of experience between the participating units.
 - (5) Assist in improving relations and mutual understanding between the United States and the country or international organization with which the exchange is conducted.
- c. Unit exchanges are authorized on a temporary duty (TDY) basis, which will include travel time.
- d. USAF and foreign PME exchange students must be fully qualified for participation in the exchange. Upgrade training is not authorized under this program.
- e. Unit exchange training will normally be conducted in the English language.
- f. Requests will be submitted as follows—
 - (1) The MAJCOM or organization proposing an exchange will first contact the appropriate SAF/IA regional division to determine the appropriateness of an exchange with the desired country. If SAF/IA considers the exchange appropriate from a politico-military standpoint, a formal proposal will be submitted as outlined below.
 - (2) The MAJCOM or organization sponsoring the exchange will submit the unit exchange proposal to the appropriate SAF/IA regional division, 1080 Air Force Pentagon, Washington, DC 20330-1080, with information copies to SAF/IAXM; HQ USAF/XOXX, 1480 Air Force Pentagon, Washington, DC 20330-1480; DSCA/LPP, Washington, DC 20301-2800; the air component; and the unified command. Air Force Reserve (AFRES) units and Air National Guard (ANG) units will forward their proposed unit exchanges to the SAF/IA regional division through HQ USAF/RE, 1150 Air Force Pentagon, Washington, DC 20330-1150, or ANG/CS, 2500 Army Pentagon, Washington, DC 20310-2500. Consolidated requests reflecting a proposed annual program are welcome. The request will contain—
 - (a) Identification of the country with which the exchange is proposed.
 - (b) Desired dates and time frame.
 - (c) Identification of the type and size of unit to be exchanged.
 - (d) A statement of the availability of the funds required to support the exchange.
 - (e) A summary of the training to be conducted.
 - (f) An estimate of the cost of training and related support, such as housing, mess, logistics, medical, or dental costs, to be covered under the exchange.
 - (g) Justification for the exchange, including security considerations and classification of any possible information exchange.
 - (3) Before submitting the formal proposal for approval, the MAJCOM sponsoring the exchange will solicit comments or concurrence of the country team through the SAO and the appropriate unified command, on each specific exchange proposal.
 - (4) Requests originating from a foreign country will be forwarded to the appropriate SAF/IA regional division through the SAO and will address the items identified in paragraphs 14-10f(2)(b), (c), (e), and (g).
 - (5) Requests for programs of recurring exchanges will require one-time approval rather than approval for each exchange, unless the classification changes. However, periodic reviews (at least once a year) of unit exchange programs will be made jointly by SAF/IA regional divisions and the MAJCOMs to insure compliance with current procedures and directives.
- g. The SAF/IA country director will coordinate a HQ USAF response to the request with the offices in paragraph 14-11f(2), the Air Staff functional office for the type of exchange requested, SAF/IA, SAF/GCI, DSCA/LPP, and HQ USAF/RE or NGB/CS, as appropriate. If approved, the SAF/IA country director will assign an identification number according to para 14-9g and forward the approved request to the appropriate MAJCOM for further action. Once assigned, the agreement identification number should be used in all correspondence regarding the exchange.
- h. After SAF/IA approval, the MAJCOM is authorized direct coordination with the allied military service to propose and resolve details of the exchange. The MAJCOM is then responsible for execution of the exchange using the format provided at either figure 14-2 or figure 14-3. No deviation in wording or change to the Memorandum of Agreement is authorized without prior approval of the SAF/IA country director, SAF/IAXM, SAF/GCI, and DSCA/LPP. After signature by both parties, the MAJCOM will forward a copy of the signed agreement to the SAF/IA regional division, 1080 Air Force Pentagon, Washington, DC 20330-1080, and other organizations as specified in para 14-9c(3).
- i. Units will submit an evaluation of the exchange to their MAJCOM within 60 days after return from country. Information copies will be forwarded to the SAF/IA regional division, SAF/IAXM, HQ USAF/XOXX, the air component command, and unified command. The evaluation will be prepared by the unit chief or senior member.
- j. Not later than 1 November of each year, the SAF/IA regional divisions, HQ USAF/RE, and HQ ANG will provide SAF/IAXM a report of unit exchanges conducted during the preceding U.S. fiscal year according to para 14-2e for

units under their area of responsibility. SAF/IAXM will consolidate inputs and provide a report to the Director, Washington Headquarters Services, and SAF/MI.

k. Exchanges involving active Air Force units will be funded from the applicable MAJCOM Major Force Program (MFP) according to AFI 65-601V1. MAJCOMs sponsoring unit exchanges are responsible for programming and budgeting the costs of supporting foreign exchange unit training in the United States. Exchanges involving AFRES or ANG units will be funded from their respective appropriations.

l. If the USAF does not receive reciprocal training and support within 12 months, the MAJCOM/Comptroller will bill the foreign air force for the training and related support provided by the USAF ACCORDING TO DOD D 2020.11. If the USAF does not provide reciprocal training and support within 12 months after receiving it, the MAJCOM/Controller will reimburse the foreign air force for the training and services received. MAJCOMs will ensure procedures for the review, reporting and, if required, billing or reimbursements are implemented for unit exchange programs within their areas of responsibility.

m. Exchange training for foreign personnel will be accomplished on an unclassified basis, unless classified information is specifically authorized on a case-by-case basis by SAF/IADV.

n. Access by foreign PME exchange students to USAF installations will be accomplished under self-invited visit procedures, according to AFI 16-201.

o. Personnel participating in unit exchanges will be briefed on the provisions of chapter 14 of this regulation and on customs inspections according to DOD 5030.49R.

p. Foreign exchange students may participate in planned IP activities at USAF bases at no additional expense to the IP if the point of contact (POC) in the U.S. sponsoring unit concurs. The POC should contact the CONUS base IMSO to discuss the IP if he or she desires to explore the program for the visiting foreign PME exchange students.

14-13. Flight Training Exchanges (FTE).

a. USAF units proposing an FTE will forward their request to the appropriate SAF/IA geographic division, 1080 Air Force Pentagon, Washington, DC 20330-1080, with an informative copy to SAF/IAXM, the functional air staff organization, The Air force Security Assistance training (AFSAT) Squadron, 2021 1st Drive West, Randolph AFB, TX 781504302, DSCA/LPP, Washington, DC 203012800, the Air Component Command, and the Department of State, Washington, DC 20520. International units proposing an FTE will forward their request through command channels to the SAO in country. The SAO will forward the proposal to the appropriate SAF/IA geographic division, with information copies as identified above. The proposal will be forwarded a minimum of 12 months from the desired start date and will provide the information required by para 14-3.j. USAF units will also confirm that funds are available to support the proposed exchange.

b. The SAF/IA country director will determine the feasibility and releasability of the FTE and, if feasible, will prepare and staff an MOA according to figure 14-4, and paragraph 14-3.a., 14-3.b., and 14-3.j. Upon completion of staffing within the USAF, the country director will forward to DSCA for staffing within OSD.

c. Upon signature by both parties, the SAF/IA country director will forward the original signed copy to DOD / General Counsel, 1600 Defense, Pentagon, Washington, DC 20301-1600. Additional copies will be provided to SAF/GCI, 1740 Air Force Pentagon, Washington, DC 20330-1740, SAF/JAI, 1420 Air Force Pentagon, Washington, DC 203301420, OSD (ISA-FRMA), Washington, DC 20301-2400; and the U.S. Department of State (ATT: L/T, Washington, DC 20520). The country director will also forward an international Program Directive (IPD) with a copy of the MOA and appropriate service appendices to the Air Force Security Assistance Training (AFSAT) Squadron, 2021 1st Drive West, Randolph AFB, TX 78150-4302.

d. IP FTE students are eligible to participate in IP activities available for international students under other SA training programs. The base IMSO will include and separately identify FTE student requirements in the quarterly IP plan. The USAF unit hosting the FTE exchange student will reimburse the IP account for costs associated with FTE student's participation.

e. ITO. AFSAT will provide the SAO authority to issue an ITO for FTE students upon receipt of a copy of the agreement signed by both parties from the SARF/IA country director. A pseudo FMS case designator will be assigned to the FTEs and FTEs will be included in the International Standardized Training Listing (ISTL) along with other security assistance training.

f. USAF FTE exchange officer administration. The unified command air component or air force element is responsible for the administration and support of the USAF FTE exchange officer (see para 14-11.k.). Similar to procedures for USAF PME Exchange Personnel, certain duties may be delegated to the US defense Attaché Office or SAO in country.

AGREEMENT BETWEEN
THE DEPARTMENT OF DEFENSE
OF
THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE
OF
(COUNTRY)
REGARDING THE EXCHANGE
OF
PROFESSIONAL MILITARY EDUCATION (PME)
PREAMBLE

The Department of Defense of the United States of America ("DOD") and the Ministry of Defense of (Country) ("MOD"), hereinafter referred to as "the Parties," have agreed to establish a Professional Military Education (PME) Exchange Program, which is designed to strengthen bonds of friendship and understanding between the countries and their respective Military Service.

ARTICLE I
DEFINITION OF TERMS

1. Professional Military Education (PME). Training provided by senior Service schools and staff colleges. For the purposes of this Agreement, this involves the following United States senior Service schools and staff colleges: National Defense University (National Defense University International Fellows Program and the Armed Forces Staff College), the U.S. Army War College, U.S. Army Command and General Staff College, U.S. Naval Command College, U.S. Naval Staff College, U.S. Marine Corps Command and Staff College, U.S. Air Force Air War College, and the U.S. Air Force Air Command and Staff College. On the part of the (Country), this involves the following senior Service schools and command and staff colleges: (Service schools).

Figure 14-1. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of Professional Military Education

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2. PME Exchange Students. Any individual on active duty with the Parent Service who is attending school in the host country pursuant to this Exchange Program.
 3. Parent Service. The military Service to which the PME Exchange Students belong.
 4. Host Service. The military Service whose school the PME Exchange Student is attending pursuant to this Exchange Program.
 5. Parent Party. The Defense Department or Ministry of Defense (DOD/MOD) to which the Parent Service belongs.
 6. Host Party. The Defense Department or Ministry of Defense (DOD/MOD) to which the Host Service belongs.
 7. Dependent. A person present in the country of the Host Party with the consent of the Parent Service and Host Service who is the spouse, minor child, or other relative who depends for support upon and is supported by a PME Exchange Student.
 8. Reciprocal PME Exchange. PME of comparable value for the institutions outlined in paragraph 1 above commencing within the same United States fiscal year by means of a reciprocal one-for-one exchange of students between the Parties.
 9. Tuition costs. All costs associated with instruction, instructional materials, tutorials, projects, study visits, and field exercises undertaken by the PME Exchange Student as part of the approved course program. Other costs associated with training, such as Student's meals, custodial fees for quarters, medical care, and transportation, are not included in tuition costs.

ARTICLE II
PURPOSE AND SCOPE

This Agreement establishes the terms and conditions by which the Parties agree to establish a PME Exchange Program to provide for a reciprocal exchange of PME of comparable value between the two Parties. This Agreement sets forth the general terms and conditions by which the training, experience, professional knowledge, and doctrine of both Parties are shared for maximum mutual benefit to the extent permissible under existing policies, laws, and regulations of the United States of America and (Country). The PME Exchange Program shall be a one-for-one reciprocal exchange of fully qualified students, of equivalent qualifications.

ARTICLE III
SPECIAL PROVISIONS

1. When an invitation to provide PME of comparable value has been offered and accepted by each of the Services concerned, a reciprocal PME Exchange Program may then be conducted.
2. This Agreement does not constitute a commitment on the part of either Party to provide an annual quota(s) to the schools specified in Article I, paragraph 1, above, or their counterparts. An invitation to attend any school shall be at the discretion of the Host Service in accordance with the established policies of the Host Party. The offer of an invitation shall be conditioned upon a reciprocal invitation in accordance with paragraph 1 of this Article.
3. The details of each reciprocal PME Exchange(s) for a particular Service shall be set forth in an appendix to this Agreement, which shall be considered a part of this Agreement.

Figure 14-1. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of Professional Military Education-Continued

ARTICLE IV
SELECTION OF STUDENTS

1. The selection of PME Exchange Students shall be on a highly selective basis from among qualified personnel of the Parent Service. The Parent Service shall be solely responsible for the selection of its PME Exchange Students based on the criteria that students should:

a. Meet the school's prerequisites.

b. Have the level of language comprehension that is required by the school.

2. Consistent with the nomination process, the Host Service/Party shall be authorized to discharge PME Exchange Students from this Exchange Program who do not meet the above criteria. This decision is within the sole discretion of the Host Service/Party.

ARTICLE V
FINANCIAL ARRANGEMENTS

1. The tuition costs for PME training shall not be charged to the Parent Party/Service or to PME Exchange Students. The Parent Party/Service and PME Exchange Students, as appropriate, shall be responsible, during the period of the exchange, for the costs listed below:

a. Basic pay and cash allowances for the PME Exchange Students.

b. All permanent change of station costs including per diem and other travel allowances and transportation (including leave travel) and storage costs.

c. All temporary duty costs, including per diem and other travel allowances and transportation, when such temporary duty is directed by the Parent Party.

d. Compensation for loss of, or damage to, the uniform or other personal equipment of PME Exchange Students.

e. Cost of movement of dependents and household effects of PME Exchange Students as authorized by the Parent Party.

f. Cost of housing and mess for PME Exchange Students and their dependents.

g. Cost of preparation and shipment of remains and funeral expenses in the event of death of PME Exchange Students or their dependents.

h. Expenditures in connection with any special duty performed on behalf of the Parent Party.

i. Expenses incurred in the interest of dependents permitted to accompany or join PME Exchange Students.

j. Medical and dental charges for treatment of PME Exchange Students or their dependents that require reimbursement under the laws or regulations of the Host Party's country.

k. Cost of language training.

1. All expenses in connection with the return of PME Exchange Students who have been discharged from this Exchange Program and their accompanying dependents.

Figure 14-1. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of Professional Military Education-Continued

2. The Host Party shall be responsible during the exchange period for all temporary duty costs, including per diem and other travel allowances and transportation, when such temporary duty is directed by the Host Party.

3. The Parent Party/Service or PME Exchange Students, as appropriate, shall be liable for all other services and expenses for PME Exchange Students, including any which are unconnected with the duties of the exchange.

4. U.S. International Military Education and Training (IMET) program funds, Foreign Military Financing (FMF) funds, or Foreign Military Sales (FMS) cash funds shall not be used to meet financial responsibilities of the Parent Party/Service that are part of the PME Exchange.

5. The obligations of each Party under this Agreement shall be subject to the authorization and availability of funds for such purposes. Prior to implementing any exchange, all Parties/Services shall ensure that adequate funds are available.

ARTICLE VI SECURITY

1. PME Exchange Students shall at all times be required to comply with the security laws, regulations and procedures of the government of the Host Party. Any violation of security procedures by PME Exchange Students during their assignments shall be reported to the Parent Service for appropriate action. PME Exchange Students committing willful violations of security procedures during their assignments shall be removed from the Exchange Program with a view toward administrative or disciplinary action by the Parent Party.

2. The Host Service and the Parent Service shall ensure that assigned PME Exchange Students are fully cognizant of applicable laws and regulations concerning the protection of proprietary information (such as copyrights) and controlled unclassified information to which access might be gained under this Exchange Program, both during and after completion of training.

3. PME Students shall not have access to classified information under this Agreement. In the event such access is required in the future, this Article shall be amended to describe security requirements prior to the granting of access.

ARTICLE VII ADMINISTRATION AND CONTROL

1. For all purposes except academic matters, PME Exchange Students shall be administered and controlled as prescribed by the Parent Services. The organizations responsible for administrative supervision of specific PME Exchange Students shall be specified in the applicable appendices.

2. With respect to academic matters, PME Exchange Students shall be under the administrative supervision of the school commandant or equivalent.

ARTICLE VIII IDENTIFICATION

PME Exchange Students and their accompanying dependents shall possess valid identification cards issued in accordance with the regulations of the Parent Service. PME Exchange Students and their accompanying dependents shall also be issued identification cards by the Host Service for the duration of the exchange. The Host Service identification cards shall be used only to gain access to facilities for services, such as medical care or commissary use, that are authorized pursuant to this Agreement.

Figure 14-1. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of Professional Military Education-Continued

ARTICLE IX
RESPECT FOR HOST PARTY LAW

Subject to the terms of this Agreement, PME Exchange Students and their accompanying dependents shall be required to respect the law of the government of the Host Party and abstain from any activity inconsistent with the spirit of this Agreement and from any political activity in the country of the Host Party.

ARTICLE X
ENTRY AND EXIT

PME Exchange Students and their accompanying dependents shall possess appropriate documentation issued by the Parent Party and required by the country of the Host Party for entry into and exit from that country.

ARTICLE XI
WEAPONS

1. PME Exchange Students shall not be permitted to import or carry personal weapons in the country of the Host Party except when authorized by Host Party authorities and the weapons are registered in accordance with applicable laws.
2. Weapons issued to PME Exchange Students for military purposes by the Parent Service shall be introduced into the country of the Host Party only if authorized by the Parent Service and in accordance with the laws of the government of the Host Party.

ARTICLE XII
DISCIPLINE

1. PME Exchange Students shall be required to comply with the regulations, orders, instructions, and customs of the Host Service insofar as they are appropriate and applicable under the circumstances and consistent with the laws and regulations of the government of the Parent Party.
2. PME Exchange Students who commit an offense against the military laws and regulations of either the Parent or Host Service may be withdrawn from the PME Exchange Program with a view toward further administrative or disciplinary action by the Parent Service. Disciplinary action shall not be taken by the Host Service against the PME Exchange Students. The withdrawal of the PME Exchange Student from the program shall not affect the right of civil authorities of the government of the Host Party or its political subdivisions to exercise criminal jurisdiction over such personnel. Authorities of the Host Service shall convey, on behalf of the Parent Service, any requests for waiver of the right of such civil authorities to exercise jurisdiction over such personnel. Further, authorities of the Host Service shall maintain close coordination with civil authorities of the government of the Host Party or its political subdivisions in such matters and shall urge, upon request of the Parent Service, that sympathetic consideration be given to waiver requests where the Parent Service/Party indicates such waiver to be of particular importance. The foregoing is without prejudice to the provisions of an applicable status of forces agreement or any other applicable international agreements.
3. Consistent with paragraphs 1 and 2 of this article, PME Exchange Students should extend normal military courtesy to military personnel of the Host Service who are superior in rank to them.

Figure 14-1. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of Professional Military Education-Continued

4. To the extent authorized by its laws and regulations, the Host Service shall cooperate in the application of administrative or disciplinary action by the Parent Service against the offending PME Exchange Student.

ARTICLE XIII
USE OF FACILITIES

1. (Country) PME Exchange Students and their authorized accompanying dependents in the United States shall be entitled to the same use of administrative, logistical, and commissary facilities as are accorded to other security assistance sponsored PME Students.

2. U.S. PME Exchange Students and their dependents shall be entitled to the same use of administrative, logistical, and commissary facilities as other U.S. military personnel and their dependents stationed in the country of the Host Party or attached to the U.S. diplomatic mission.

ARTICLE XIV
UNIFORM

PME Exchange Students shall be required to comply with the dress and grooming regulations of the Parent Service. The order of dress for any occasion shall be that which most nearly conforms to the order of the particular unit of the Host Service to which they are attached. Customs of the Host Service shall be observed with respect to wearing of civilian clothes.

ARTICLE XV
LEAVE

PME Exchange Students may be granted leave according to their entitlements under the regulations of the Parent Service, provided such is leave approved by the Parent Service and coordinated with the proper authorities of the Host Service. PME Exchange Students may observe the holiday schedules of both the Parent and the Host Services in accordance with Host Service regulations.

ARTICLE XVI
QUARTERS AND MESSING

The Host Service may provide, if available, quarters and messing for PME Exchange Students in accordance with its own regulations. PME Exchange Students or their Parent Service shall be responsible for paying charges made by the Host Service for quarters and messing, when provided, and for any attendant services provided by the Host Service. In the event that the Host Service is unable to provide quarters, the PME Exchange Student or the Parent Service shall be responsible for arranging and financing private accommodations.

ARTICLE XVII
MEDICAL AND DENTAL SERVICES

1. Any medical and dental care that may be provided to PME Exchange Students and their accompanying dependents at Host Party medical facilities shall be subject to the laws and regulations of the government of the Host Party, including reimbursement when required by such laws and regulations.

2. The Parent Service shall ensure that PME Exchange Students and their accompanying dependents are in good medical and dental health prior to commencing the exchange program.

Figure 14-1. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of Professional Military Education-Continued

ARTICLE XVIII
REPORTS AND EVALUATIONS

1. Reports which PME Exchange Students may be required to make by their Parent Service or which they wish to make concerning their exchange training shall be submitted in accordance with Parent Service regulations.
2. Individual evaluation reports shall be prepared and submitted in accordance with Host Party regulations and procedures.

ARTICLE XIX
PRIVILEGES AND EXEMPTIONS

Alternative A

(NOTE: For agreements with Parties who are NATO members or other countries with which there are SOFAs use this Alternative.)

The U.S.-(Country) Status of Forces Agreement (or NATO SOFA, as applicable), dated (date), pertaining to rights and privileges of military personnel while in the country of the Host Party shall apply to PME Exchange Students and their dependents, and in the event of conflict, shall take precedence over this Agreement.

Alternative B

(NOTE: Use this Alternative for agreements with non-NATO countries without SOFAs.)

1. To the extent authorized by the laws and regulations of the government of the Host Party, the following privileges shall be available to PME Exchange Students and their accompanying dependents:

a. Exemption from any tax of the government of the Host Party on income received from the Parent Party.

b. Exemption from any customs, import duty, or similar tax on articles brought into the country of the Host Party in connection with their official, personal, or family use, including their baggage, household effects, and private motor vehicles.

c. Privileges at military commissaries, exchanges, theaters, and clubs on the same basis as equivalent personnel of the Host Party.

2. PME Exchange Students shall be eligible for any other privilege granted by the government of the Host Party under its laws and regulations or by bilateral agreements between the two governments.

ARTICLE XX
DECORATIONS, AWARDS, OR INSIGNIA

Decorations, awards, or insignia bestowed on PME Exchange Students by the Host Service shall be made in accordance with the regulations of the Host Service. These awards shall not be accepted by PME Exchange Students without the prior approval of the Parent Service.

ARTICLE XXI
NOTIFICATION

Pursuant to Service-to-Service appendices to this Agreement, each Service shall notify the other, six months prior to the effective school reporting date, of their intention to participate in this PME Exchange Program and forward the name(s) of the PME Exchange Student(s) who will be participating three months prior to report date.

Figure 14-1. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of Professional Military Education-Continued

ARTICLE XXII
CLAIMS

Alternative A

(NOTE: For agreements with Parties who are NATO members or other countries with which there are SOFAs use this Alternative.)

1. Claims 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 (NATO SOFA or other SOFA as applicable) dated 19 June 1951.

2. PME Exchange Students and those dependents accompanying them shall obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the Host Party, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

Alternative B

(NOTE: Use this Alternative for agreements with non-NATO countries without SOFAs.)

1. The Parties waive all their claims, other than contractual claims, against each other, and against the military members and civilian employees of each other's Department or Ministry of Defense, for damage, loss or destruction of property owned or used by its respective Department or Ministry of Defense, if such damage, loss or destruction:

a. was caused by a military member or a civilian employee in the performance of official duties, or

b. arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its Department or Ministry of Defense, 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.

2. The Parties shall waive all their claims against each other and against the military members and civilian employees of each other's Department or Ministry of Defense for injury or death suffered by any military member or civilian employee of their Department or Ministry of Defense while such member or employee was engaged in the performance of official duties.

3. Claims, other than contractual claims, for damage, loss, injury, or death, not covered by the waivers contained in paragraphs 1 and 2 of this Article, arising out of an act or omission by the military members or civilian employees of its Department or Ministry of Defense, or out of an act or omission for which the Parent Party is legally responsible, shall be presented to the Parent Party for consideration under its applicable laws and regulations.

4. PME Exchange Students and those dependents accompanying them shall obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the Host Party, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

Figure 14-1. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of Professional Military Education-Continued

ARTICLE XXIII
SETTLEMENT OF DISPUTES

Disputes arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to an individual, a national or international tribunal, or to any other forum for settlement.

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

1. All activities of the Parties under this Agreement shall be carried out in accordance with the national laws and regulation of the Parties subject to the terms of this Agreement.

2. In the event of a conflict between an Article of this Agreement and any Appendix to this Agreement, the Article shall control.

3. Except as otherwise provided, this Agreement may be amended by the mutual written consent of the Parties.

4. This agreement may be terminated by mutual written consent of the Parties or by either party upon 180 days' written notification to the other Party of its intention to do so. Such notice shall be the subject of immediate consultation by the Parties to ensure termination on the most economical and equitable terms.

5. The respective rights and responsibilities of the Parties regarding Article XXII (Claims) shall continue notwithstanding termination or expiration of this Agreement.

6. This Agreement, which consists of the Preamble, twenty-four (24) Articles and one (1) or more Appendices, shall enter into force upon signature by both Parties and shall remain in force for ten (10) years. It may be extended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments, have signed this Agreement.

FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED STATES
OF AMERICA

FOR THE MINISTRY OF
DEFENSE OF (Country)

(SIGNATURE)

(SIGNATURE)

(TYPED NAME)

(TYPED NAME)

(RANK/TITLE)

(RANK/TITLE)

(DATE)

(DATE)

DONE AT (PLACE)

DONE AT (PLACE)

Figure 14-1. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of Professional Military Education-Continued

APPENDIX 1
EXCHANGE OF PROFESSIONAL MILITARY EDUCATION (PME)
BETWEEN
THE UNITED STATES (SERVICE)
AND
THE (COUNTRY SERVICE)

Pursuant to the terms and conditions of the Agreement of the Exchange of Professional Military Education (PME) between the U.S. DOD and the _____ MOD, signed _____, the U.S. (Service) and the (Country Service) hereby establish the details of the exchange, which shall upon execution by both parties become a part of the aforementioned Agreement.

SCHOOLS AND NUMBER OF STUDENTS INVOLVED:

1. In the United States:
2. In (Country):
3. Year and/or Frequency:
4. Organization responsible for administrative supervision of PME Exchange Students:
 - a. U.S. (Service) PME Exchange Student in (Country):
 - b. (Country Service) PME Exchange Student in the U.S.:

FOR THE UNITED STATES AIR FORCE

FOR THE (COUNTRY SERVICE)

(SIGNATURE)

(SIGNATURE)

(TYPED NAME/RANK)

(TYPED NAME/RANK)

(TITLE)

(TITLE)

(DATE)

(DATE)

(DONE AT) (PLACE)

(DONE AT) (PLACE)

Figure 14-1. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of Professional Military Education-Continued

MEMORANDUM OF AGREEMENT
ON THE EXCHANGE OF UNITS
BETWEEN THE U.S. (MILITARY DEPARTMENT)
AND THE (COUNTRY MILITARY DEPARTMENT)

ARTICLE I: GENERAL

The United States (military department) and the (country military department) hereby formally establish a unit exchange program for the purpose of providing a system for an active relationship between the two Services. This memorandum of agreement (MOA) sets forth the general terms and conditions that govern the two Services and by which the experience, professional knowledge, and doctrine of both Services are shared for maximum mutual benefit to the extent permissible under existing policies, laws, and regulations of the United States of America and (country). The exchange program operates under the concept of a reciprocal exchange of fully qualified units, of equivalent composition and qualifications, and is designed to strengthen bonds of friendship and understanding between the two Services.

ARTICLE II: DEFINITIONS

For the purpose of this MOA, the following definitions apply:

1. Exchange personnel. Any individual on active duty with the exchange unit of the parent Service who is present in the territory of the sponsoring State pursuant to this exchange program.
2. Exchange unit. Any unit on active duty with the parent Service which is present in the territory of the sponsoring State pursuant to this exchange program.
3. Parent Service. The military Service to which the exchange unit belongs.
4. Sponsoring Service. The military Service to which the exchange unit is attached pursuant to this exchange program.
5. Parent State. The State to which the sponsoring Service belongs.
6. Sponsoring State. The State to which the sponsoring Service belongs.
7. Unit exchange. The exchange of units rather than individuals.

ARTICLE III: ASSIGNMENT AND UTILIZATION

1. The assignment of exchange units will be for the purpose of facilitating unit operations.
2. Exchange personnel may receive short programs of military instruction when such instruction is part of the normal orientation, familiarization, and checkout or safety process for sponsoring service personnel reporting to a particular duty station. Instruction provided to exchange personnel by the sponsoring Service will be strictly limited to short programs designed for the purposes stated above.
3. In no case may exchange personnel be assigned to a position that would require exercise of command over personnel of the sponsoring Service.

Figure 14-2. Memorandum of agreement for the bilateral exchange of units between countries

4. Unless otherwise authorized by authorities of the parent State, exchange personnel will not participate in combat operations. This applies to all hostilities, including civil-military actions within the sponsoring State in which its armed forces are called upon to assist in restoring law and order. In any case, where involvement in hostilities or civil-military actions becomes imminent, military duties of exchange personnel will be terminated until further instructions are received from authorities of the parent State.

5. Exchange units will be assigned duties by the sponsoring service which are agreeable to the parent Service. These duties will conform to the range of qualifications held by exchange unit personnel, but the exchange unit must always be prepared to function fully as a member of the unit or activity to which assigned.

ARTICLE IV: SELECTION CRITERIA AND DISCHARGE

1. The selection of exchange units shall be on a highly selective basis from among military units of the parent Service. The parent Service shall be solely responsible in the selection of its exchange units based on the following criteria:

a. They must be well-versed in the current practices and doctrine of their service or branch thereof and be particularly qualified through experience to participate in the unit exchange.

b. They must possess required skill and training qualifications.

c. Unit personnel should hold the grade authorized for the positions they occupy.

2. The requirements, qualifications, and experience of the exchange units must meet the standards of the sponsoring Service. The determination and decision on unit performance is within the sole discretion of the sponsoring service. The parent State or Service will be responsible for all expenses in connection with the return of exchange unit personnel under this article.

ARTICLE V: TOUR LENGTH AND NUMBER EXCHANGED

1. The normal tour of duty for exchange units, exclusive of travel time between countries, will be as specified in an appendix to the MOA. Exceptions to and/or adjustments of any tour will be based on mutual agreement.

2. One unit from the U.S.(military department) and one unit from the (country military department) will take part in the exchange. Exchange units will be assigned to units or positions as described in an appendix to this MOA. Expansion of the exchange program and cancellation, postponement, or substitution of a specific exchange will be as mutually agreed between the sponsoring Service and the parent Service.

ARTICLE VI: ADMINISTRATION AND CONTROL

Exchange personnel will be administered and controlled as prescribed by the parent Service:

1. (Name) will serve as the chief, U.S.(military department) exchange program, (country). U.S. (military department) exchange personnel in units on exchange with the (military department) will be under the administrative supervision of the Chief, U.S. (military department) exchange program (country).

2. (Military department) exchange personnel on duty with exchange units in the United States will be under the administrative control of the (military department) attaché.

Figure 14-2. Memorandum of agreement for the bilateral exchange of units between countries-Continued

ARTICLE VII: IDENTIFICATION

Exchange personnel will be in possession of valid identification cards and identification discs (tags) in accordance with the regulations of the parent State and meeting the requirements of the laws and regulations of the sponsoring Service and sponsoring State.

ARTICLE VIII: RESPECT FOR LOCAL LAW

Exchange personnel will respect the law of the sponsoring State and abstain from any activity inconsistent with the spirit of this MOA and, in particular, from any political activity in the sponsoring State.

ARTICLE IX: ENTRY AND EXIT

Exchange personnel shall be in possession of appropriate documentation issued by the parent State and required by authorities of the sponsoring State for entry into and exit from the sponsoring State.

ARTICLE X: WEAPONS

1. Exchange personnel will not carry personal weapons into the sponsoring State except when authorized by sponsoring State authorities and registered in accordance with applicable law.
2. Military weapons issued to exchange personnel by the parent Service will be introduced into the sponsoring State only if authorized by the parent Service and competent sponsoring State authorities.

ARTICLE XI: DISCIPLINE

1. Exchange personnel will comply with the lawful regulations, orders, instructions, and customs of the sponsoring service insofar as they are appropriate and applicable under the circumstances and consistent with laws and regulations of the parent State.
2. Exchange personnel who commit an offense against the military laws and regulations of either the parent or sponsoring Service may be separated from the exchange program with a view toward further administrative or disciplinary action by the parent Service. Disciplinary action will not be taken by the sponsoring Service against exchange personnel. The separation of exchange personnel from the program will not affect the right of civil authorities of the sponsoring State or its political subdivisions to exercise criminal jurisdiction over such personnel. Authorities of the sponsoring Service will convey, on behalf of the parent Service, any request for waiver of the right of such authorities to exercise jurisdiction. Further, authorities of the sponsoring Service will maintain close coordination with civil authorities of the sponsoring State or its political subdivisions in such matters and will urge, upon request of the parent Service, that sympathetic consideration be given to waiver requests where the parent Service/State indicates such waiver to be of particular importance. The foregoing is without prejudice to the provisions of an applicable status of forces agreement.
3. Exchange personnel will not exercise disciplinary powers over military personnel of the sponsoring Service.
4. Consistent with paragraphs 1 and 2 of this article, exchange personnel are subject to the lawful commands of military personnel of the sponsoring Service who are senior in rank to them.

Figure 14-2. Memorandum of agreement for the bilateral exchange of units between countries-Continued

5. To the extent authorized by its laws and regulations, the sponsoring Service will cooperate in the application of administrative or disciplinary action by the parent Service against offending exchange personnel.

ARTICLE XII: SECURITY

Exchange personnel must comply at all times with security regulations of the sponsoring Service or State. Assignment, duties, and the handling of classified information will be subject to the security and disclosure policies of both States and Services concerned and any applicable international agreements.

ARTICLE XIII: USE OF FACILITIES

Use of facilities of the sponsoring service by exchange personnel for their military specialty proficiency will be granted in accordance with the policies and directives of the sponsoring Service.

ARTICLE XIV: UNIFORM

Exchange personnel will comply with the dress regulations of the parent Service and the order of dress for any occasion is to be that which most nearly conforms to the order for the particular unit of the sponsoring Service to which their exchange unit is assigned. Customs of the sponsoring Service will be observed with respect to wearing of civilian clothes.

ARTICLE XV: LEAVE AND PASSES

Exchange personnel may be granted leave and passes according to their entitlements under the regulations of the parent Service, provided such is coordinated with the proper authorities of the sponsoring Service. Exchange personnel may observe the holiday schedules of both parent and sponsoring Services.

ARTICLE XVI: MEDICAL AND DENTAL SERVICES

1. PME exchange personnel and their accompanying dependents will be granted access to military medical and dental services to the extent authorized by its governing laws and regulations. The provision of such care may be subject to reimbursement. Reimbursement of the sponsoring Service for medical and dental services provided to exchange personnel may be required unless otherwise specified in the appendix to this MOA pursuant to Article XVIII.

2. It is the responsibility of the parent Service to ensure that exchange personnel are medically and dentally fit prior to commencing the exchange program.

ARTICLE XVII: FINANCIAL RESPONSIBILITIES

The following financial responsibilities apply to the exchange program:

1. The parent State or Service and exchange personnel, as appropriate, are responsible during the period of the exchange for the following costs:

- a. Basic pay and cash allowances due exchange personnel.
- b. Per diem and other travel allowances associated with the movement of exchange units and their personnel to and from the sponsoring State.
- c. Compensation for loss of, or damage to, the uniform or other personal equipment of exchange personnel.

Figure 14-2. Memorandum of agreement for the bilateral exchange of units between countries-Continued

d. Cost of preparation and shipment of remains and funeral expenses in the event of death of exchange personnel.

e. Expenditures in connection with any special duty performed on behalf of the parent State.

f. Expenses incurred in the interest of dependents permitted to accompany or join exchange personnel.

g. Except for instruction of a brief duration provided in accordance with the provisions of paragraph 2, Article III, of this MOA, the costs of any training, services, or requirements not listed in the appendix to this MOA pursuant to Article XVIII.

2. The sponsoring State or Service is responsible for the cost of providing the training and related services specifically identified in the appendix, pursuant to Article XVIII, subject to the reciprocity and reimbursement provisions of that article.

ARTICLE XVIII:

RECIPROCAL PROVISION OF TRAINING AND RELATED SUPPORT

1. The parties may agree, on the basis of reciprocity, for the provision by the sponsoring State or Service of training and related support as listed in Articles XVI and XVII. An agreement for the reciprocal provision of training and related support, if executed, will be incorporated in this MOA and will appear as an appendix hereto.

2. Regardless of whether an appendix to provide the training and related support as listed in Articles XVI and XVII is agreed to or not, units will be exchanged within 12 months in order that a balance of costs involved in sending and receiving units is maintained or so that reimbursement for the full costs of the training and related support provided can be accomplished.

3. To the extent that one party to which training and related support specified in the appendix is provided under this MOA does not initiate comparable training and related support for the other party within 12 months, the party provided such training and related support shall reimburse the providing party for the full costs of such training and support.

4. IMET, MAP, and FMS cash or credit funds may not be utilized for reimbursement or to meet the expenses of an exchange unit.

ARTICLE XIX: CLAIMS

1. Third party claims arising out of activities of exchange personnel or exchange units may be submitted to the parent Service for settlement consistent with its authority under the laws and regulations of the parent State. Notwithstanding the foregoing, exchange personnel will be required to obtain civil liability insurance for their private motor vehicles in accordance with applicable host State laws and regulations, and first recourse shall be had against any such insurance in the case of claims involving motor vehicles.

2. Neither State shall make any claim against the other for loss or damage to its property caused by military personnel of the other State in the execution of their duties during the course of any exchange.

3. Neither State shall make any claim against the other for injury or death suffered by any member of its armed services while engaged in the performance of official duty during the course of any exchange.

4. Neither the sponsoring Service nor the sponsoring State shall be responsible for loss or damage of personal property of exchange personnel.

Figure 14-2. Memorandum of agreement for the bilateral exchange of units between countries-Continued

5. The foregoing is without prejudice to the provisions of an applicable status of forces agreement.

ARTICLE XX: REPORTS AND EVALUATIONS

1. Reports which exchange units may be required to make by their own Service or which they wish to make concerning their exchange duties will be submitted as follows:

a. U.S. (military department) exchange units will forward their reports in accordance with appropriate departmental guidance.

b. Foreign exchange units and exchange personnel will forward their reports in accordance with parent Service instructions.

ARTICLE XXI: PRIVILEGES AND EXEMPTIONS

To the extent authorized by the laws and regulations of the sponsoring State, and in any event to the extent provided in an applicable status of forces agreement, the following privileges will be available to exchange units and exchange personnel.

1. Exemption from any tax by the sponsoring State upon income received from the parent State.

2. Exemption from any customs, import duty, or similar tax upon articles brought into the sponsoring State in connection with their official or personal use, including their baggage and household effects.

3. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs on the same basis as equivalent personnel of the sponsoring Service.

4. Any other privilege provided by an applicable status of forces agreement or granted by the sponsoring State under its laws and regulations.

ARTICLE XXII: AWARDS OR INSIGNIA

Awards or insignia of military qualifications bestowed upon exchange units or exchange personnel by the sponsoring Service shall be made in accordance with the regulations of the sponsoring Service. These awards or insignia shall not be accepted by the unit or personnel concerned without the prior approval of the parent Service.

ARTICLE XXIII: APPLICATION OF STATUS OF FORCES AGREEMENTS

The provisions of any agreement of general application between the sponsoring and parent States now or hereinafter in effect regarding the status of parent State military personnel present in the sponsoring State shall apply to exchange personnel and exchange units present in the sponsoring State, provided that in the event of conflict between the provisions of such other agreement and articles XVII, XVIII, or XXIV of this MOA, such articles of this MOA shall prevail.

Figure 14-2. Memorandum of agreement for the bilateral exchange of units between countries-Continued

ARTICLE XXIV: DURATION

This agreement shall enter into force upon signature and shall remain in force for ten years. It may be terminated by either signatory upon written notice to the other signatory at least 60 days prior to the effective school reporting date.

For the	
(Country For the United States Military Department)	(Military Department)
(Signature)	(Signature)
(Name)	(Name)
(Title)	(Title)
(Date)	(Date)

Figure 14-2. Memorandum of agreement for the bilateral exchange of units between countries-Continued

MEMORANDUM OF AGREEMENT
ON THE BILATERAL EXCHANGE
OF UNITS
BETWEEN THE U.S. (MILITARY DEPARTMENT)
AND THE (COUNTRY MILITARY DEPARTMENT)

ARTICLE I: GENERAL

The United States (military department) and the (country military department) hereby formally establish a unit exchange program for the purpose of providing a system for an active relationship between the two Services. This memorandum of agreement (MOA) sets forth the general terms and conditions that govern the two Services and by which the experience, professional knowledge, and doctrine of both Services are shared for maximum mutual benefit to the extent permissible under existing policies, laws, and regulations of the United States of America and (country). The exchange program operates under the concept of a reciprocal exchange of fully qualified units, of equivalent composition and qualifications, and is designed to strengthen bonds of friendship and understanding between the two Services. Subject to the approval of the government of (country), exchange units of the (military department) may be assigned to duty with units of the U.S. (military department) in the territory of (third country).

ARTICLE II: DEFINITIONS

For the purpose of this MOA, the following definitions apply:

1. Exchange personnel. Any individual on active duty with the exchange unit of the parent Service who is present in the territory of the sponsoring State pursuant to this exchange program.
2. Exchange unit. Any unit on active duty with the parent Service which is present in the territory of the sponsoring State pursuant to this exchange program.

Figure 14-3. Memorandum of agreement for the bilateral exchange of units involving a third country

-
3. Parent Service. The military Service to which the exchange unit belongs.
 4. Sponsoring Service. The military Service to which the exchange unit is attached pursuant to this exchange program.
 5. Parent State. The State to which the sponsoring Service belongs.
 6. Sponsoring State. The State to which the sponsoring Service belongs.
 7. Host State. The State in the territory of which the exchange unit is attached for duty under the provisions of this MOA.
 8. Unit exchange. The exchange of units rather than individuals.

ARTICLE III: ASSIGNMENT AND UTILIZATION

1. The assignment of exchange units will be for the purpose of facilitating unit operations.
2. Exchange personnel may receive short programs of military instruction when such instruction is part of the normal orientation, familiarization, and checkout or safety process for sponsoring service personnel reporting to a particular duty station. Instruction provided to exchange personnel by the sponsoring Service will be strictly limited to short programs designed for the purposes stated above.
3. In no case may exchange personnel be assigned to a position that would require exercise of command over personnel of the sponsoring Service.
4. Unless otherwise authorized by authorities of the parent State, exchange personnel will not participate in combat operations. This applies to all hostilities, including civil-military actions within the sponsoring State in which its armed forces are called upon to assist in restoring law and order. In any case, where involvement in hostilities or civil-military actions becomes imminent, military duties of exchange personnel will be terminated until further instructions are received from authorities of the parent State.
5. Exchange units will be assigned duties by the sponsoring service which are agreeable to the parent Service. These duties will conform to the range of qualifications held by exchange unit personnel, but the exchange unit must always be prepared to function fully as a member of the unit or activity to which assigned.

ARTICLE IV: SELECTION CRITERIA AND DISCHARGE

1. The selection of exchange units shall be on a highly selective basis from among military units of the parent Service. The parent Service shall be solely responsible in the selection of its exchange units based on the following criteria:
 - a. They must be well-versed in the current practices and doctrine of their service or branch thereof and be particularly qualified through experience to participate in the unit exchange.
 - b. They must possess required skill and training qualifications.
 - c. Unit personnel should hold the grade authorized for the positions they occupy.
2. The requirements, qualifications, and experience of the exchange units must meet the standards of the sponsoring Service. The determination and decision on unit performance is within the sole discretion of the sponsoring service. The parent State or Service will be responsible for all expenses in connection with the return of exchange unit personnel under this article.

Figure 14-3. Memorandum of agreement for the bilateral exchange of units involving a third country-Continued

ARTICLE V: TOUR LENGTH AND NUMBER EXCHANGED

1. The normal tour of duty for exchange units, exclusive of travel time between countries, will be as specified in an appendix to the MOA. Exceptions to and/or adjustments of any tour will be based on mutual agreement.
2. One unit from the U.S. (military department) and one unit from the (country military department) will take part in the exchange. Exchange units will be assigned to units or positions as described in an appendix to this MOA. Expansion of the exchange program and cancellation, postponement, or substitution of a specific exchange will be as mutually agreed between the sponsoring Service and the parent Service.

ARTICLE VI: ADMINISTRATION AND CONTROL

Exchange personnel will be administered and controlled as prescribed by the parent Service:

1. (Name) will serve as the chief, U.S. (military department) exchange program, (country). U.S. (military department) exchange personnel in units on exchange with the (military department) will be under the administrative supervision of the Chief, U.S. (military department) exchange program (country).
2. (Military department) exchange personnel on duty with exchange units in the United States will be under the administrative control of the (military department) attaché.

ARTICLE VII: IDENTIFICATION

Exchange personnel will be in possession of valid identification cards and identification discs (tags) in accordance with the regulations of the parent State and meeting the requirements of the laws and regulations of the sponsoring Service and sponsoring State.

ARTICLE VIII: RESPECT FOR LOCAL LAW

Exchange personnel will respect the law of the sponsoring State and abstain from any activity inconsistent with the spirit of this MOA and, in particular, from any political activity in the sponsoring State.

ARTICLE IX: ENTRY AND EXIT

Exchange personnel shall be in possession of appropriate documentation issued by the parent State and required by authorities of the sponsoring State for entry into and exit from the sponsoring State.

ARTICLE X: WEAPONS

1. Exchange personnel will not carry personal weapons into the sponsoring State except when authorized by sponsoring State authorities and registered in accordance with applicable law.
2. Military weapons issued to exchange personnel by the parent Service will be introduced into the sponsoring State only if authorized by the parent Service and competent sponsoring State authorities.

Figure 14-3. Memorandum of agreement for the bilateral exchange of units involving a third country-Continued

ARTICLE XI: DISCIPLINE

1. Exchange personnel will comply with the lawful regulations, orders, instructions, and customs of the sponsoring service insofar as they are appropriate and applicable under the circumstances and consistent with laws and regulations of the parent State.
2. Exchange personnel who commit an offense against the military laws and regulations of either the parent or sponsoring Service may be separated from the exchange program with a view toward further administrative or disciplinary action by the parent Service. Disciplinary action will not be taken by the sponsoring Service against exchange personnel. The separation of exchange personnel from the program will not affect the right of civil authorities of the sponsoring State or its political subdivisions to exercise criminal jurisdiction over such personnel. Authorities of the sponsoring Service will convey, on behalf of the parent Service, any request for waiver of the right of such authorities to exercise jurisdiction. Further, authorities of the sponsoring Service will maintain close coordination with civil authorities of the sponsoring State or its political subdivisions in such matters and will urge, upon request of the parent Service, that sympathetic consideration be given to waiver requests where the parent Service/State indicates such waiver to be of particular importance. The foregoing is without prejudice to the provisions of an applicable status of forces agreement.
3. Exchange personnel will not exercise disciplinary powers over military personnel of the sponsoring Service.
4. Consistent with paragraphs 1 and 2 of this article, exchange personnel are subject to the lawful commands of military personnel of the sponsoring Service who are senior in rank to them.
5. To the extent authorized by its laws and regulations, the sponsoring Service will cooperate in the application of administrative or disciplinary action by the parent Service against offending exchange personnel.

ARTICLE XII: SECURITY

Exchange personnel must comply at all times with security regulations of the sponsoring Service or State. Assignment, duties, and the handling of classified information will be subject to the security and disclosure policies of both States and Services concerned and any applicable international agreements.

ARTICLE XIII: USE OF FACILITIES

Use of facilities of the sponsoring service by exchange personnel for their military specialty proficiency will be granted in accordance with the policies and directives of the sponsoring Service.

ARTICLE XIV: UNIFORM

Exchange personnel will comply with the dress regulations of the parent Service and the order of dress for any occasion is to be that which most nearly conforms to the order for the particular unit of the sponsoring Service to which their exchange unit is assigned. Customs of the sponsoring Service will be observed with respect to wearing of civilian clothes.

Figure 14-3. Memorandum of agreement for the bilateral exchange of units involving a third country-Continued

ARTICLE XV: LEAVE AND PASSES

Exchange personnel may be granted leave and passes according to their entitlements under the regulations of the parent Service, provided such is coordinated with the proper authorities of the sponsoring Service. Exchange personnel may observe the holiday schedules of both parent and sponsoring Services.

ARTICLE XVI: MEDICAL AND DENTAL SERVICES

1. PME exchange personnel and their accompanying dependents will be granted access to military medical and dental services to the extent authorized by its governing laws and regulations. The provision of such care may be subject to reimbursement. Reimbursement of the sponsoring Service for medical and dental services provided to exchange personnel may be required unless otherwise specified in the appendix to this MOA pursuant to Article XVIII.

2. It is the responsibility of the parent Service to ensure that exchange personnel are medically and dentally fit prior to commencing the exchange program.

ARTICLE XVII: FINANCIAL RESPONSIBILITIES

The following financial responsibilities apply to the exchange program:

1. The parent State or Service and exchange personnel, as appropriate, are responsible during the period of the exchange for the following costs:

a. Basic pay and cash allowances due exchange personnel.

b. Per diem and other travel allowances associated with the movement of exchange units and their personnel to and from the sponsoring State.

c. Compensation for loss of, or damage to, the uniform or other personal equipment of exchange personnel.

d. Cost of preparation and shipment of remains and funeral expenses in the event of death of exchange personnel.

e. Expenditures in connection with any special duty performed on behalf of the parent State.

f. Expenses incurred in the interest of dependents permitted to accompany or join exchange personnel.

g. Except for instruction of a brief duration provided in accordance with the provisions of paragraph 2, Article III, of this MOA, the costs of any training, services, or requirements not listed in the appendix to this MOA pursuant to Article XVIII.

2. The sponsoring State or Service is responsible for the cost of providing the training and related services specifically identified in the appendix, pursuant to Article XVIII, subject to the reciprocity and reimbursement provisions of that article.

ARTICLE XVIII:

RECIPROCAL PROVISION OF TRAINING AND RELATED SUPPORT

1. The parties may agree, on the basis of reciprocity, for the provision by the sponsoring State or Service of training and related support as listed in Articles XVI and XVII. An agreement for the reciprocal provision of training and related support, if executed, will be incorporated in this MOA and will appear as an appendix hereto.

Figure 14-3. Memorandum of agreement for the bilateral exchange of units involving a third country-Continued

2. Regardless of whether an appendix to provide the training and related support as listed in Articles XVI and XVII is agreed to or not, units will be exchanged within 12 months in order that a balance of costs involved in sending and receiving units is maintained or so that reimbursement for the full costs of the training and related support provided can be accomplished.

3. To the extent that one party to which training and related support specified in the appendix is provided under this MOA does not initiate comparable training and related support for the other party within 12 months, the party provided such training and related support shall reimburse the providing party for the full costs of such training and support.

4. IMET, MAP, and FMS cash or credit funds may not be utilized for reimbursement or to meet the expenses of an exchange unit.

ARTICLE XIX: CLAIMS

1. Third party claims arising out of activities of exchange personnel or exchange units may be submitted to the parent Service for settlement consistent with its authority under the laws and regulations of the parent State. Notwithstanding the foregoing, exchange personnel will be required to obtain civil liability insurance for their private motor vehicles in accordance with applicable host State laws and regulations, and first recourse shall be had against any such insurance in the case of claims involving motor vehicles.

2. Neither State shall make any claim against the other for loss or damage to its property caused by military personnel of the other State in the execution of their duties during the course of any exchange.

3. Neither State shall make any claim against the other for injury or death suffered by any member of its armed services while engaged in the performance of official duty during the course of any exchange.

4. Neither the sponsoring Service nor the sponsoring State shall be responsible for loss or damage of personal property of exchange personnel.

5. The foregoing is without prejudice to the provisions of an applicable status of forces agreement

ARTICLE XX: REPORTS AND EVALUATIONS

1. Reports which exchange units may be required to make by their own Service or which they wish to make concerning their exchange duties will be submitted as follows:

a. U.S. (military department) exchange units will forward their reports in accordance with appropriate departmental guidance.

b. Foreign exchange units and exchange personnel will forward their reports in accordance with parent Service instructions.

ARTICLE XXI: PRIVILEGES AND EXEMPTIONS

To the extent authorized by the laws and regulations of the sponsoring State, and in any event to the extent provided in an applicable status of forces agreement, the following privileges will be available to exchange units and exchange personnel.

1. Exemption from any tax by the sponsoring State upon income received from the parent State.

Figure 14-3. Memorandum of agreement for the bilateral exchange of units involving a third country-Continued

-
2. Exemption from any customs, import duty, or similar tax upon articles brought into the sponsoring State in connection with their official or personal use, including their baggage and household effects.
 3. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs on the same basis as equivalent personnel of the sponsoring Service.
 4. Any other privilege provided by an applicable status of forces agreement or granted by the sponsoring State under its laws and regulations.

ARTICLE XXII: AWARDS OR INSIGNIA

Awards or insignia of military qualifications bestowed upon exchange units or exchange personnel by the sponsoring Service shall be made in accordance with the regulations of the sponsoring Service. These awards or insignia shall not be accepted by the unit or personnel concerned without the prior approval of the parent Service.

ARTICLE XXIII: APPLICATION OF STATUS OF FORCES AGREEMENTS

The provisions of any agreement of general application between the sponsoring and parent States now or hereinafter in effect regarding the status of parent State military personnel present in the sponsoring State shall apply to exchange personnel and exchange units present in the sponsoring State, provided that in the event of conflict between the provisions of such other agreement and articles XVII, XVIII, or XXIV of this MOA, such articles of this MOA shall prevail.

ARTICLE XXIV: DURATION

This MOA is effective when signed by both Services and will be reviewed annually. It may be terminated by either Service upon written notice to the other Service at least 90 days prior to the effective date of such termination.

For the (Country For the United States Military Department)	(Military Department)
(Signature)	(Signature)
(Name)	(Name)
(Title)	(Title)
(Date)	(Date)

Figure 14-3. Memorandum of agreement for the bilateral exchange of units involving a third country-Continued

AGREEMENT BETWEEN
THE DEPARTMENT OF DEFENSE
OF
THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE
OF
(COUNTRY NAME)
REGARDING THE EXCHANGE
OF
FLIGHT TRAINING

PREAMBLE

The Department of Defense of the United States of America (US) and the Ministry of Defense of (Country Name), hereinafter referred to as "the Parties," have agreed to establish a Flight Training Exchange Program, which is designed to strengthen bonds of friendship and understanding between the countries and further interoperability between their respective Military Services.

ARTICLE I
DEFINITION OF TERMS

1. Flight Training Exchange (FTE). Flight training of comparable type and scope provided in Service schools and other training locations. For the purposes of this Agreement, this involves undergraduate, instructor pilot, advanced, continuation, flight test and other flight training.
2. Flight Training Exchange (FTE) Student. Any individual on active duty with the Parent Service who is attending training in the host country pursuant to this Exchange Program.
3. Parent Service. The military Service to which the FTE Student belongs.
4. Host Service. The military Service whose training program the FTE Student is attending pursuant to this FTE Program.
5. Parent Party. The Defense Department or Ministry of Defense (DOD/MOD) to which the Parent Service belongs.
6. Host Party. The Defense Department or Ministry of Defense (DOD/MOD) to which the Host Service belongs.
7. Dependent. A person present in the country of the Host Party with the consent of the Parent Service and Host Service who is the spouse, minor child, or other relative who depends for support upon and is supported by a FTE Student.
8. Reciprocal FTE. Flight training exchange as defined in paragraph 1 above commencing within the same United States fiscal year by means of a reciprocal one-for-one exchange of students between the Parties.
9. Tuition costs. All costs associated with training, training materials, special clothing or equipment, visits, and field exercises undertaken by the FTE Student as part of the approved course program. Other costs associated with training, such as Student's meals, custodial fees for quarters, medical care, and transportation, are not included in tuition costs.

Figure 14-4. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of flight training

ARTICLE II
PURPOSE AND SCOPE

This Agreement establishes the terms and conditions by which the Parties agree to establish a flight training exchange program for maximum mutual benefit to the extent permissible under existing policies, laws, and regulations of the United States of America and (country). The FTE Program shall be a one-for-one reciprocal exchange of students.

ARTICLE III
SPECIAL PROVISIONS

1. When a proposal to exchange flight training has been offered and accepted by each of the Services concerned, a reciprocal FTE Program may then be conducted.
2. Training will be conducted using the performance objectives and standards of the host service. Exceptions to successful completion of Host Service standards may be considered on a case-by-case basis.
3. This Agreement does not constitute a commitment on the part of either Party to provide an annual quota(s) for the training specified in Article I, paragraph 1, above.
4. The details of each reciprocal FTE for a particular Service shall be set forth in an appendix to this Agreement and shall be considered a part of this Agreement.

ARTICLE IV
SELECTION OF STUDENTS

1. The selection of FTE Students shall be on a highly selective basis from among qualified personnel of the Parent Service. The Parent Service shall be solely responsible for the selection of its FTE Students based on the criteria that students should:
 - a. Be well versed in the practices and doctrines of their own service.
 - b. Meet the basic criteria, including aviation physiology, established by the Host Service for the applicable training through a combination of training, experience, and ability.
 - c. Meet the language prerequisites established by the Host Service for the applicable training.
 - d. Possess a security clearance to the level required for the applicable training.
2. Consistent with the nomination process, the Host Service/Party shall be authorized to discharge FTE Students from this Exchange Program who do not meet the above criteria or who cannot safely complete the program. This decision shall be within the sole discretion of the Host Service/Party.

ARTICLE V
FINANCIAL ARRANGEMENTS

1. The tuition costs for FTE shall not be charged to the Parent Party/Service or to FTE Students. The Parent Party/Service and FTE Students, as appropriate, shall be responsible, during the period of the exchange, for the costs listed below:

Figure 14-4. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of flight training-Continued

-
- a. Basic pay and cash allowances due FTE Students.
 - b. All permanent change of station costs including per diem and other travel allowances and transportation (including leave travel) and storage costs.
 - c. All temporary duty costs, including per diem and other travel allowances and transportation, when such temporary duty is directed by the Parent Party.
 - d. Compensation for loss of, or damage to, the uniform or other personal equipment of FTE Students.
 - e. Cost of movement of dependents and household effects of FTE Students as authorized by the Parent Party.
 - f. Cost of quarters and mess for FTE Students and their dependents.
 - g. Cost of preparation and shipment of remains and funeral expenses in the event of death of FTE Students or their dependents.
 - h. Expenditures in connection with any special duty performed on behalf of the Parent Party.
 - i. Expenses incurred in the interest of dependents permitted to accompany or join FTE Students.
 - j. Medical and dental charges for treatment of FTE Students or their dependents that require reimbursement under the laws or regulations of the Host Party's country.
 - k. Cost of language training.
1. All expenses in connection with the return of FTE Students who have been discharged from this Exchange Program and their accompanying dependents.
 2. The Host Party shall be responsible during the exchange period for all temporary duty costs, including per diem and other travel allowances and transportation, when such temporary duty is directed by the Host Party.
 3. The Parent Party/Service and FTE Students, as appropriate, shall be liable for all other services and expenses for FTE Students, including any which are unconnected with the requirements of the exchange.
 4. U.S. International Military Education and Training (IMET) program funds, Foreign Military Financing (FMF) funds, or Foreign Military Sales (FMS) cash funds shall not be used to meet financial responsibilities of the Parent Party/Service that are part of the FTE Program.
 5. The obligations of each Party under this Agreement shall be subject to the authorization and availability of funds for such purposes. Prior to implementing any exchange, all Parties/ Services shall ensure that adequate funds are available.

ARTICLE VI
SECURITY

1. During the selection process, the Host Service shall inform the Parent Service of the level of security clearance required, if any, for participation in the FTE Program. The Parent Service shall provide documentation on the security clearances for FTE Students to the organization designated by the Host Service.

Figure 14-4. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of flight training-Continued

2. FTE Students shall at all times be required to comply with the security laws, regulations and procedures of the government of the Host Party. Any violation of security procedures by FTE Students during their assignments shall be reported to the Parent Service for appropriate action. FTE Students committing willful violations of security procedures during their assignments shall be removed from the Exchange Program with a view toward administrative or disciplinary action by the Parent Party.

3. The Host Service and the Parent Service shall ensure that assigned FTE Students are fully cognizant of applicable laws and regulations concerning the protection of proprietary information (such as copyrights), classified information and controlled unclassified information to which access might be gained under this Exchange Program, both during and after completion of training.

4. All classified information made available to FTE Students shall be considered as classified information furnished to their Parent Party, and shall be subject to all provisions and safeguards provided for under the General Security of Military Information Agreement (GSOMIA) (may also be referred to as a General Security Agreement (GSA) or General Security of Information Agreement (GSOIA) in force between the United States of America and (Country Name).

ARTICLE VII ADMINISTRATION AND CONTROL

1. For all purposes except academic matters, FTE Students shall be administered and controlled as prescribed by the Parent Services. The organizations responsible for administrative supervision of specific FTE Students shall be specified in the applicable appendices.

2. With respect to academic matters, FTE Students shall be under the administrative supervision of the training unit commanding officer.

ARTICLE VIII IDENTIFICATION

FTE Students and their accompanying dependents shall be required to possess valid identification cards in accordance with the regulations of the Parent Service. FTE Students and their accompanying dependents shall also be issued identification cards by the Host Service for the duration of the exchange.

ARTICLE IX RESPECT FOR HOST PARTY LAW

Subject to the terms of this Agreement, FTE Students and their accompanying dependents shall be required to respect the law of the government of the Host Party and abstain from any activity inconsistent with the spirit of this Agreement and from any political activity in the country of the Host Party.

ARTICLE X ENTRY AND EXIT

FTE Students and their accompanying dependents shall possess appropriate documentation issued by the Parent Party and required by the country of the Host Party for entry into and exit from that country.

Figure 14-4. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of flight training-Continued

ARTICLE XI
WEAPONS

1. FTE Students shall not be permitted to import or carry personal weapons in the country of the Host Party except when authorized by Host Party authorities and registered in accordance with applicable laws.
2. Weapons issued to FTE Students for military purposes by the Parent Service shall be introduced into the country of the Host Party only if authorized by the Parent Service and in accordance with the laws of the government of the Host Party.

ARTICLE XII
DISCIPLINE

1. FTE Students shall be required to comply with the regulations, orders, instructions, and customs of the Host Service insofar as they are appropriate and applicable under the circumstances and consistent with the laws and regulations of the government of the Parent Party.
2. FTE Students who commit an offense against the military laws and regulations of either the Parent or Host Service may be withdrawn from the FTE Program with a view toward further administrative or disciplinary action by the Parent Service. Disciplinary action shall not be taken by the Host Service against the FTE Students. The withdrawal of the FTE Student from the program shall not affect the right of civil authorities of the government of the Host Party or its political subdivisions to exercise criminal jurisdiction over such personnel. Authorities of the Host Service shall convey, on behalf of the Parent Service, any requests for waiver of the right of such authorities to exercise jurisdiction over such personnel. Further, authorities of the Host Service shall maintain close coordination with civil authorities of the government of the Host Party or its political subdivisions in such matters and shall urge, upon request of the Parent Service, that sympathetic consideration be given to waiver requests where the Parent Service/Party indicates such waiver to be of particular importance. The foregoing is without prejudice to the provisions of an applicable status of forces agreement.
3. Consistent with paragraphs 1 and 2 of this article, FTE Students should extend normal military courtesy to military personnel of the Host Service who are superior in rank to them.
4. To the extent authorized by its laws and regulations, the Host Service shall cooperate in the application of administrative or disciplinary action by the Parent Service against the offending FTE Student.

ARTICLE XIII
USE OF FACILITIES

1. (Country) FTE Students and their authorized accompanying dependents in the United States shall be entitled to the same use of administrative, logistical, and commissary facilities as are accorded to other security assistance sponsored students.
2. U.S. FTE Students and their dependents shall be entitled to the same use of administrative, logistical, and commissary facilities as other U.S. military personnel and their dependents stationed in the country of the Host Party or attached to the U.S. diplomatic mission.

Figure 14-4. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of flight training-Continued

ARTICLE XIV
UNIFORM

1. FTE Students shall be required to comply with the dress and grooming regulations of the Parent Service. The order of dress for any occasion shall be that which most nearly conforms to the order of the particular unit of the Host Service to which they are attached. Customs of the Host Service shall be observed with respect to wearing of civilian clothes.
2. The Host Service may issue the FTE Student special clothing or equipment required for flight training on the same basis as to its own students. The rank or other insignia worn on such clothing or equipment shall, to the extent possible, conform to Parent Service standards.

ARTICLE XV
LEAVE

FTE Students may be granted leave according to their entitlements under the regulations of the Parent Service, provided such is approved by the Parent Service and the proper authorities of the Host Service. FTE Students may observe the holiday schedules of both Parent and Host Services in accordance with Host Service regulations.

ARTICLE XVI
QUARTERS AND MESSING

The Host Service may provide, if available, quarters and messing for FTE Students in accordance with its own regulations. FTE Students or their Parent Service shall be responsible for paying charges made by the Host Service for quarters and messing, when provided, and for any attendant services provided by the Host Service. In the event that the Host Service is unable to provide quarters, the FTE Student or the Parent Service shall be responsible for arranging and financing private accommodations.

ARTICLE XVII
MEDICAL AND DENTAL SERVICES

1. Any medical and dental care that may be provided to FTE Students and their accompanying dependents at Host Party medical facilities shall be subject to the laws and regulations of the government of the Host Party, including reimbursement when required by such laws and regulations.
2. The Parent Service shall be responsible for ensuring that FTE Students and their accompanying dependents are in good medical and dental health prior to commencing the exchange program.
3. FTE Students will carry their medical and dental records by hand to their respective training units.

ARTICLE XVIII
REPORTS, EVALUATIONS, AND INVESTIGATIONS

1. Reports which FTE Students may be required to make by their Parent Service or which they wish to make concerning their exchange training shall be submitted in accordance with Parent Service regulations.
2. Individual evaluation reports shall be prepared and submitted in accordance with Host Service regulations and procedures.

Figure 14-4. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of flight training-Continued

3. In the event of injuries to, or death of, FTE Students, the Host Service shall submit casualty reports through established channels to the Parent Service. Any reports and investigations conducted by the Host Service concerning a casualty shall be made available to the Parent Service. The Parent Service may conduct a separate investigation.

4. In absence of a Standardization Agreement (STANAG) on aircraft mishap investigation procedures between the Parties, Host Service aircraft accident investigation procedures shall be used. The Parent Party/Service shall cooperate in any aircraft mishap analysis investigation.

ARTICLE XIX
PRIVILEGES AND EXEMPTIONS

Alternative A

(NOTE: For agreements with Parties who are NATO members or other countries with which there are SOFAs use this Alternative.)

The U.S.-(Country) Status of Forces Agreement (or NATO SOFA, as applicable), dated (date), pertaining to rights and privileges of military personnel while in the country of the Host Party shall apply to FTE Students and their dependents, and in the event of conflict, shall take precedence over this Agreement.

Alternative B

(NOTE: Use this Alternative for agreements with non-NATO countries without SOFAs.)

1. To the extent authorized by the laws and regulations of the government of the Host Party, the following privileges shall be available to FTE Students and their accompanying dependents:

a. Exemption from any tax of the government of the Host Party on income received from the Parent Party.

b. Exemption from any customs, import duty, or similar tax on articles brought into the country of the Host Party in connection with their official, personal, or family use, including their baggage, household effects, and private motor vehicles.

c. Privileges at military commissaries, exchanges, theaters, and clubs on the same basis as equivalent personnel of the Host Party.

2. FTE Students shall be eligible for any other privilege granted by the government of the Host Party under its laws and regulations or by bilateral agreements between the two governments.

ARTICLE XX
DISCHARGE OF FTE STUDENTS

Once an FTE Student commences training, the obligations of the Host Party/Service are met regardless of whether the FTE Student successfully completes the program or is discharged under the provisions of Article IV, paragraph 2, Article VI, paragraph 2, or Article XII, paragraph 2.

ARTICLE XXI
DECORATIONS, AWARDS, OR INSIGNIA

Decorations, awards, or insignia bestowed on FTE Students by the Host Service shall be made in accordance with the regulations of the Host Service. These awards shall not be accepted by FTE Students without the prior approval of the Parent Service.

Figure 14-4. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of flight training-Continued

ARTICLE XXII
NOTIFICATION

Pursuant to Service-to-Service appendices to this Agreement, each Service shall notify the other, twelve months prior to the effective school reporting date, of their intention to participate in this Exchange Program and forward the name(s) and other pertinent data for the Exchange Student(s) who will be participating as required by the Host Service.

ARTICLE XXIII
CLAIMS

Alternative A

(NOTE: For agreements with Parties who are NATO members or other countries with which there are SOFAs use this Alternative.)

1. Claims 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 (NATO SOFA or other SOFA as applicable) dated 19 June 1951.
2. FTE Students and those dependents accompanying them shall obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the Host Party, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

Alternative B

(NOTE: Use this Alternative for agreements with non-NATO countries without SOFAs.)

1. The Parties waive all their claims, other than contractual claims, against each other, and against the military members and civilian employees of each other's Department or Ministry of Defense, for damage, loss or destruction of property owned or used by its respective Department or Ministry of Defense, if such damage, loss or destruction:
 - a. was caused by a military member or a civilian employee in the performance of official duties, or
 - b. arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its Department or Ministry of Defense, 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.
2. The Parties shall waive all their claims against each other and against the military members and civilian employees of each other's Department or Ministry of Defense for injury or death suffered by any military member or civilian employee of their Department or Ministry of Defense while such member or employee was engaged in the performance of official duties.
3. Claims, other than contractual claims, for damage, loss, injury, or death, not covered by the waivers contained in paragraphs 1 and 2 of this Article, arising out of an act or omission by the military members or civilian employees of its Department or Ministry of Defense, or out of an act or omission for which the Parent Party is legally responsible, shall be presented to the Parent Party for consideration under its applicable laws and regulations.

Figure 14-4. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of flight training-Continued

4. FTE Students and those dependents accompanying them shall obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the Host Party, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

ARTICLE XXIV
SETTLEMENT OF DISPUTES

Disputes arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to an individual, a national or international tribunal, or to any other forum for settlement.

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

1. All activities of the Parties under this Agreement shall be carried out in accordance with the national laws and regulation of the Parties.
2. In the event of a conflict between an Article of this Agreement and any Appendix to this Agreement, the Article shall control.
3. Except as otherwise provided, this Agreement may be amended by the mutual written consent of the Parties.
4. This Agreement may be terminated by mutual written consent of the Parties, or by either Party, upon 180 days written notification to the other Party of its intention to do so. Such notice shall be the subject of immediate consultation by the Parties to ensure termination on the most economical and equitable terms.
5. The respective rights and responsibilities of the Parties regarding Article VI (Security) and Article XXIII (Claims) shall continue notwithstanding termination or expiration of this Agreement.
6. This Agreement, which consists of the Preamble, twenty-five (25) Articles and one (1) or more Appendices, shall enter into force upon signature by both Parties and shall remain in force for ten (10) years. It may be extended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments, have signed this Agreement.

FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED STATES
OF AMERICA

FOR THE MINISTRY OF DEFENSE
OF (COUNTRY)

(SIGNATURE)

(SIGNATURE)

(TYPED NAME)

(TYPED NAME)

(RANK/TITLE)

(RANK/TITLE)

(DATE)

(DATE)

DONE AT (PLACE)

DONE AT (PLACE)

Figure 14-4. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of flight training-Continued

APPENDIX (NUMBER)
 ON THE
 EXCHANGE OF FLIGHT TRAINING
 BETWEEN
 THE UNITED STATES (MILITARY SERVICE)
 AND THE (COUNTRY MILITARY SERVICE)

Pursuant to the terms and conditions of the Agreement on the Exchange of Flight Training between the U.S. DOD and the (country) MOD, signed (date), the (U.S. Service) and the (Country Military Service) hereby establish the details of the exchange, which shall upon execution by both parties become a part of the aforementioned Agreement.

1. TRAINING TO BE EXCHANGED:
 - a. By the United States (Service): (Describe training to be provided by the U.S. Service, e.g. Specialized Undergraduate Pilot Training, to include flight screening, primary, and bomber/ fighter tracks.)
 - b. By the (Country Service): (Describe training to be provided by the foreign country service.)
2. NUMBER OF STUDENTS TO BE EXCHANGED:
3. YEAR/FREQUENCY OF EXCHANGE: (Specify year of exchange, and if recurring exchange, frequency, e.g. annual basis commencing in U.S. fiscal year 2000.
4. Organization responsible for administrative supervision of FTE Exchange Students:
 - a. U.S. (Service) FTE Exchange Student(s) in (Country):
 - b. (Country Service) FTE Exchange Student(s) in the U.S.:

FOR THE UNITED STATES (SERVICE) FOR THE (COUNTRY SERVICE)

(NAME)	(NAME)
(TITLE)	(TITLE)
(DATE)	(DATE)
(DONE AT)	(DONE AT)

Figure 14-4. Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of (Country Name) regarding the exchange of flight training-Continued