DEFENSE

Cooperation

Memorandum of Understanding Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS

Signed at Norfolk May 31, 2006

with

Annexes

NOTE BY THE DEPARTMENT OF STATE

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

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

MULTILATERAL

Defense: Cooperation

Memorandum of understanding signed at
Norfolk May 31, 2006;
Entered into force May 31, 2006.
With annexes.

MEMORANDUM OF UNDERSTANDING

AMONG

THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

AND

THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC

AND

THE FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY

AND

THE MINISTRY OF NATIONAL DEFENCE OF THE HELLENIC REPUBLIC

AND

THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC

AND

THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS

AND

THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY

AND

THE MINISTER OF DEFENCE OF THE PORTUGUESE REPUBLIC

AND

THE MINISTRY OF NATIONAL DEFENCE OF ROMANIA

AND

THE MINISTER OF DEFENCE OF THE KINGDOM OF SPAIN

AND

THE GENERAL STAFF OF THE REPUBLIC OF TURKEY

AND

THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

AND

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

CONCERNING

THE ESTABLISHMENT, ADMINISTRATION, AND OPERATION

OF

THE COMBINED JOINT OPERATIONS FROM THE SEA CENTRE OF EXCELLENCE (CJOS COE)

MEMORANDUM OF UNDERSTANDING CONCERNING THE ESTABLISHMENT, ADMINISTRATION AND OPERATION OF THE CJOS COE

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Introduction

The Department of National Defence of Canada, the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of National Defence of the Hellenic Republic, the Ministry of Defence of the Italian Republic, the Minister of Defence of the Kingdom of the Netherlands, the Ministry of Defence of the Kingdom of Norway, the Minister of Defence of the Portuguese Republic, the Ministry of National Defence of Romania, the Minister of Defence of the Kingdom of Spain, the General Staff of the Republic of Turkey, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defence of the United States of America,

hereinafter referred to as the Sponsoring Participants (SP)-

- DESIRING to unite their efforts for collective defence in ever-closer co-operation in furtherance of the North Atlantic Treaty;

- CONSIDERING that in accordance with MC 324/1, dated 07 May 2004, and MCM-236-03, dated 04 December 2003, the NATO Command Arrangements (NCA) are supported by a network of Centres of Excellence (COEs);

- CONSIDERING that SACT, in accordance with MC 58/3, dated 17 May 2004, has been conferred the overall responsibility for the coordination and employment of COEs within NATO;

- NOTING the letter by the Commander, US Second Fleet to the Supreme Allied Commander Transformation (SACT), dated 22 February 2005, offering the CJOS COE as a COE to NATO;

- RECOGNISING that they intend to enter into a MOU with Headquarters, Supreme Allied Commander Transformation (HQ SACT) which describes the functional relationship between HQ SACT and the Sponsoring Participants regarding the CJOS COE;

- CONSIDERING that as detailed in MCM-236-03, dated 04 December 2003, COEs should provide tangible improvement to NATO capabilities and therefore be relevant to NATO's transformational efforts;

- NOTING the Concept for the CJOS COE, which provides for a value-added contribution to NATO's transformational efforts with regard to joint maritime expeditionary operations;

- CONSIDERING the C-M(2002)49 "Security Within the North Atlantic Treaty Organization", dated 17 June 2002, and particularly its Annex A;

- HAVING REGARD to the provisions of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), dated 19 June 1951, the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (Paris Protocol), dated 28 August 1952; the Agreement among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the Status of their Forces (PfP SOFA), dated 19 June 1995; the Additional Protocol to the Agreement among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the Status of their Forces (Additional Protocol to the PfP SOFA), dated 19 June 1995, and including the Further Additional Protocol to the Agreement among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the Status of their Forces (Further Additional Protocol to the PfP SOFA), dated 19 December 1997;

- CONSIDERING further that with MCM-236-03, dated 04 December 2003, the MC has established that a COE may be granted the status as an International Military Organisation (IMO) under the Paris Protocol;

- RECOGNISING that the Sponsoring Participants, in co-ordination with HQ SACT, will submit an application to the NAC for the activation of the CJOS COE as an IMO pursuant to Article XIV of the Paris Protocol;

have reached the following understanding:

Section 1
Definitions

Unless a meaning is specified within this MOU, the NATO Glossary of Terms and Definitions (AAP-6) and the definitions laid down in the Allied Acquisition Practices Publication (AACP-1) PART I (Guidelines and Sample Provisions for Memoranda of Understanding) will apply.

1.1. The CJOS COE is the multinational COE located within the territory of the United States of America for the promotion of Joint Maritime Expeditionary Transformation.

1.2 In addition, in this MOU the following definitions will apply:

1.2.1 Host Nation (HN) - The United States of America, which is responsible for providing support to the CJOS COE in accordance with the provisions of this MOU.

1.2.2 Sponsoring Participants – Signatories to this MOU that are collectively proposing the CJOS COE to the Alliance and that provide manning, equipment, funding or other support or resources to the operation of the CJOS COE.

1.2.3 NATO-Customer - Any NATO nation that is not a Sponsoring Participant that uses the services or products provided by the CJOS COE.

1.2.4 Customer - Any nation, organisation or agency that uses the services or products provided by the CJOS COE and is not a Sponsoring Participant or NATO-Customer.

1.2.5 CJOS COE Steering Committee (SC) - The committee established to oversee all CJOS COE activities, and provide strategic mission-related guidance, and guidance for matters regarding, financial, personnel, infrastructure, and other administrative arrangements, as well as legal matters as appropriate, concerning the CJOS COE and its relations to its NATO customers and other customers.

1.2.6 CJOS COE Director (Director) - The officer directing the CJOS COE and is a principal advisor for joint maritime expeditionary operations transformation to SACT.

1.2.7 Headquarters, Supreme Allied Commander Transformation (HQ SACT) as defined in MC 324/1. The entity utilising the COE for NATO and serving as the coordinator for the interaction with all NATO entities.

1.2.8 Allied Command Transformation (ACT) – HQ SACT and the other entities subordinate to SACT, as defined in MC 324/1.

1.2.9 Centre of Excellence (COE) – A nationally or multi-nationally sponsored centre to support NATO as defined in MCM-236-03.

1.2.10 Facility - The infrastructure provided to the CJOS COE at Norfolk, Virginia in the United States of America.

1.2.11 Internal Security - Security inside the Facility, including control of access to the Facility.

1.2.12 External Security - Security outside the Facility.

1.2.13 National Liaison Representative (NLR) - A National Liaison Representative to SACT.

1.2.14 North Atlantic Council (NAC) – The Council established pursuant to Article 9 of the North Atlantic Treaty.

1.2.15 NATO Military Committee (MC) – The NATO committee that provides military advice to the NAC.

1.2.16 NATO Command Structure (NCS) – NCS as defined in MC 324/1.

1.2.17 NATO Command Arrangement (NCA) – NCA as defined in MC 324/1.

1.2.18 U.S. Second Fleet (C2F) – The Commander United States Second Fleet, located in Norfolk, Virginia, U.S.A..

Section 2
Purpose

2. The purpose of this MOU is to establish the CJOS COE and make provisions for its operation, funding, manning, equipment, and infrastructure, as well as for its administrative and logistical support. It will detail the guidance governing the activities of the personnel assigned to the CJOS COE.

Section 3
Scope and Intent

3.1 The CJOS COE will support the transformation of joint maritime expeditionary operations in assistance to NATO, Sponsoring Participants and other national or international institutions/organizations.

3.2 The CJOS COE will use the C2F operational program and extensive joint and combined multi-agency working relationships to become a source of expertise for NATO transformation of joint expeditionary operations from the sea. It will achieve this by leveraging experimentation and exercises, in combination with the analytical and developmental resources of the Sponsoring Participants.

3.3 The CJOS COE will ensure first priority of work for services or products requested by HQ SACT on behalf of NATO. Within its capacity, the CJOS COE will also support the Sponsoring Participants and NATO-customers and may engage in affiliations with PfP Countries and other Customers, when requested, in their Joint Maritime Expeditionary Operations-related efforts to improve military effectiveness and interoperability with NATO assets, forces and capabilities.

3.4 The CJOS COE will focus its activities in the following areas:

3.4.1 Assessing the future operating environment;
3.4.2 Experimenting, testing, developing, validating and integrating operational concepts, doctrine, organization and capabilities;
3.4.3 Improving interoperability and standardization;
3.4.4 Providing input to training and education processes; and
3.4.5 Providing maritime expeditionary expertise.

Section 4
Legal Basis

4.1 The provisions of the NATO SOFA, the PfP SOFA and the Paris Protocol by activation of the CJOS COE as an IMO by the North Atlantic Council (NAC) will apply to the CJOS COE and its personnel as appropriate. Upon activation as an IMO by the NAC, the CJOS COE will have international status pursuant to Article XIV of the Paris Protocol.

4.2 This MOU is not intended to conflict with the laws of the Sponsoring Participants or any international agreements that may apply. In the event of such conflict, national or international law and agreements between the Sponsoring Participants will prevail. The Sponsoring Participants will notify each other in the event of any such conflict.

Section 5
Claims

5.1 Claims arising out of, or in connection with this MOU or follow-on arrangements will be dealt with in accordance with Article VIII of the NATO SOFA and Article VI of the Paris Protocol, as applicable.

5.2 The Sponsoring Participants will share the costs associated with claims finally attributed to the CJOS COE, or portions thereof, in accordance with the understanding set out in Section 8 of this MOU.

Section 6
Responsibilities

6.1 The HN will make the Facility available to the CJOS COE in accordance with Annex B.

6.2 The Sponsoring Participants will fill the posts allocated to them in the CJOS COE Manning Establishment in Annex A with capable and qualified personnel in accordance with the CJOS COE job descriptions.

6.3 The CJOS COE Steering Committee (SC) will oversee all CJOS COE activities as defined in Section 1.2.5, and will provide direction and guidance to the Director for the execution of his mission, in accordance with the provisions of this MOU and Annex C hereto.

6.4 The CJOS COE Director and the Deputy Director, on his behalf, are responsible for the fulfilment of the mission, operation, and administration of the CJOS COE in accordance with the provisions of this MOU and Annex D hereto.

Section 7
Personnel

7.1 The CJOS COE staff structure, manning and post allocations to the Sponsoring Participants are detailed in Annex A to this MOU.

7.2 Any permanent addition, reduction, or change in the overall staff numbers in the CJOS COE post allocations and staffing plan set out in Annex A may only be made after all Sponsoring Participants have given their consent in writing.

7.3 Should a Sponsoring Participant not be able to fill an assigned position for more than 120 days, the designated national representative of that Sponsoring Participant is to inform the CJOS COE Director in writing. The CJOS COE Director then may approach the other Sponsoring Participants to provide a Voluntary National Contribution to fill the post temporarily.

7.4 The management of CJOS COE personnel will follow the procedures in accordance with ACE Dir 45-1.

7.5 In matters of national duty and discipline, all COE staff are subject to, and will comply with, their respective nation's requirements, as directed by and through their national chain of command. Each Sponsoring Participant will designate a military representative of appropriate rank and authority to serve as their nation's point of contact to the Director of the CJOS COE for all issues regarding the national responsibilities and discipline of their personnel assigned to the COE. This designated point of contact will further ensure that, within the limits imposed by their respective national laws and regulations, their nation's personnel assigned to the COE comply with all directives and regulations issued by the CJOS COE Director.

7.6 The regulations of the HN apply in the field of occupational safety and health, including the supervision of standard safety precautions, so far as this does not conflict with the agreements and arrangements mentioned in Section 4.

Section 8
Operating Costs

8.1 The HN will provide the Facility free of rent and additional support as described in Annex B.

8.2 Sponsoring Participants, including the HN, will be responsible for:

8.2.1 Wages, allowances, and per diem costs of their representatives within the COE including representatives detailed to positions provided for in Annex A and any additional Voluntary National Contribution personnel provided by the Sponsoring Participant as temporary augmentees to the CJOS COE;

8.2.2 Their per capita share of Operation and Maintenance (O&M) cost for offices and communication and information systems (CIS);

8.2.3 Their per capita, or as mutually determined by the SC, share of any additional costs associated with the program of work, based on their share of the personnel establishment as reflected in Annex A. These costs are envisioned to include COE members' travel (excluding per diem) and other program of work costs, if it is required by a project;

8.2.4 Their per capita share of any claim, or portion thereof, to be borne by the CJOS COE;

8.2.5 Any equipment brought into the CJOS COE in excess of that provided for by the Host Nation;

8.2.6 CIS necessary to meet purely national requirements;

8.2.7 Any special facilities or equipment in excess of that provided for by the Host Nation required to meet purely national requirements, including the operation and maintenance costs of such facilities and/or equipment;

8.2.8 Travel of personnel and their dependents on initial appointment to and reassignment from the CJOS COE and other leave or duty travel undertaken for purely national purposes; and

8.2.9 Any costs, not otherwise provide for in Annex B, concerning or related to the dependents of personnel assigned to the CJOS COE.

8.3 The program of work, including associated cost-sharing, will be approved by the SC.

8.4 If training or education is provided by the CJOS COE, individual course fees may be charged in accordance with STANAG 6002 and will be reflected as income in the yearly budget.

8.5 Changes to the manning of the CJOS COE will change the affected Sponsoring Participant's cost share as appropriate.

8.6 Sponsoring Participants will continue to be responsible for costs associated with assigned but unfilled posts, unless otherwise agreed by the SC.

8.7 Unassigned posts and temporary augmentees will not be included in per capita cost allocation calculations.

Section 9
Budgetary and Accounting Provisions

9.1 Funds provided by the Sponsoring Participants will be controlled in accordance with applicable NATO financial and accounting procedures, or as determined by the SC.

9.2 In the event that funds are made available from NATO sources, those funds will be accounted for in accordance with NATO procedures, as appropriate.

9.3 The fiscal year begins on 1 January and ends on 31 December.

9.4 The draft budget showing the estimated expenses will be prepared and sent to the SC by the Director by 31 July each year for the coming fiscal year; a cost estimation for the year following the coming fiscal year will be attached for planning purposes. The budget will be examined by the SC and approved by 31 October for the coming fiscal year. If it emerges during the course of the fiscal year that the approved budgetary funds will be insufficient, the Director will submit a supplementary budget for SC approval.

9.5 In accordance with the approved budget, the Director will normally submit only one Call For Funds (CFF) per annum, payable by the Sponsoring Participants within 60 days of the date of the call. Any credits due to the sponsoring participants will be balanced in the appropriate calls for funds. Payments will be made free of charges, in U.S. Dollars, to the bank account designated by the Director. If a supplementary budget is subsequently approved by the SC, a second CFF may be issued.

9.6 The Director will submit to the SC a final statement of account by 31 March of the following year. The statement of final accounts will be presented to the SC for approval.

9.7 The preferred agency to perform auditing functions for the shared multinational funding of the COE is the International Board of Auditors for NATO (IBAN). If the IBAN is unwilling or unable to perform this function, audits will be performed as directed by the SC.

9.8 The Director will ensure that the CJOS COE maintains a full and complete record of all expenditures within the shared multinational budget incurred and an annual report detailing the above mentioned expenditures will be submitted to the SC for approval as required by Section 9.6. If at the end of an accounting period, expenditures within the shared multinational budget has been lower than forecasted, subsequent invoices will be adjusted accordingly. At the end of the fiscal year, if a Sponsoring Participant has paid more than their appropriate share of actual expenditures mentioned above, the excess will be retained and offset against the following years share of that Sponsoring Participant. However, at the option of the Sponsoring Participant accrued credits and liabilities shall be liquidated not less than once every twelve months.

9.9 Financial responsibilities of the Sponsoring Participants under this MOU are subject to the authorisation and appropriation of funds in accordance with respective national laws.

Section 10
Security

10.1 External Security is the responsibility of the HN.

10.2 Internal Security is the responsibility of the Director, acting in accordance with applicable HN and NATO security regulations.

10.3 Sponsoring Participants will safeguard the security of any classified information provided in the course of the CJOS COE mission in accordance with security rules and regulations no less stringent than provided for NATO classified information in CM (2002)-49, including all supplements and amendments thereto and in accordance with existing Security Agreements and Arrangements.

10.4 In the event of termination or withdrawal from this MOU, the Sponsoring Participants will ensure the provisions relating to security, disclosure of information, and confidentiality will remain in effect.

Section 11
Other Support

11. Additional details concerning the support being provided by the HN are contained in Annex B.

Section 12
Final Provisions

12.1 This MOU will come into effect on the date of the last signature thereto. It will remain in effect until such time as the Sponsoring Participants unanimously decide otherwise.

12.2 Any dispute regarding the interpretation or implementation of this MOU will be settled only by consultation among the Sponsoring Participants without recourse to any national or international jurisdiction, arbitration or mediation.

12.3 This MOU may be amended only with the unanimous written consent of the Sponsoring Participants. Agreed amendments or revisions shall enter into force, in accordance with the procedures set forth in paragraph 12.1 of this section.

12.4 The SC will conduct an annual review of this MOU.

12.5 The addition of any new Sponsoring Participant to this MOU will be determined among the Sponsoring Participants. The Sponsoring Participant's inclusion into the MOU will become effective after the new Sponsoring Participant and all existing Sponsoring Participants have signed a Note of Joining (NOJ). A sample of such NOJ is included in Annex E.

12.6 Any Sponsoring Participant may withdraw from this MOU or reduce its personnel contribution on presentation of twelve months' written notice to all other Sponsoring Participants. In this event, the remaining Sponsoring Participants will discuss the consequences of this withdrawal and any course of action necessary. Upon withdrawal of

all Sponsoring Participants from this MOU, the COE will terminate.

12.7 Details concerning joining, withdrawal, and residual value are laid down in Annex E.

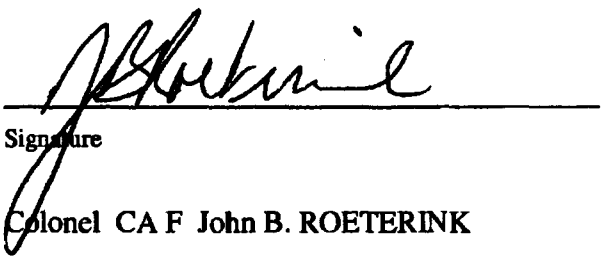
12.8 The working language of the CJOS COE will be English.

12.9 Two originals of this MOU will be signed, one each in the English and French languages, both texts being equally authentic. The originals will be deposited with the HN, which will transmit certified copies to each of the Sponsoring Participants and the CJOS COE.

THE FOREGOING REPRESENTS THE UNDERSTANDING REACHED AMONG THE SPONSORING PARTICIPANTS.

NOTE: Only English language will be printed in this publication.

For the Department of National Defence of Canada



Signature

Colonel CA F John B. ROETERINK

Name

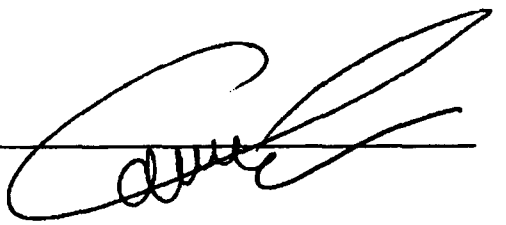
National Liaison Representative to SACT

Appointment

Norfolk, United States of America, 31 May 2006

Place/Date

For the Minister of Defence of the French Republic



Signature

Captain FR N Christian CANOVA

Name

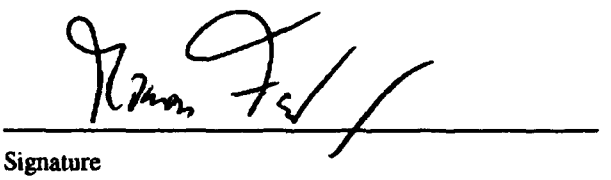
National Liaison Representative to SACT

Appointment

Norfolk, United States of America, 31 May 2006

Place/Date

For the Federal Ministry of Defence of the Federal Republic of Germany



Signature

Colonel GE A Thomas FALKENBERG

Name

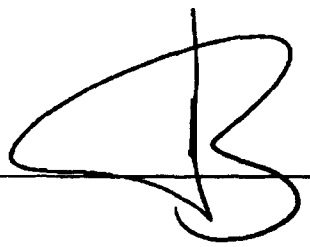
National Liaison Representative to SACT

Appointment

Norfolk, United States of America, 31 May 2006

Place/Date

For the Ministry of National Defence of the Hellenic Republic



Signature

Colonel GR A Georgios BASIAKOULIS

Name

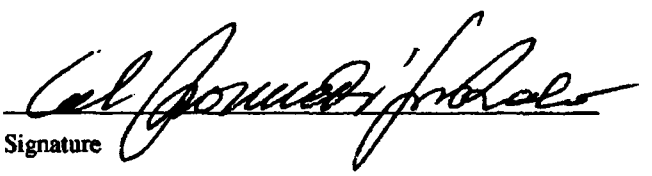
National Liaison Representative to SACT

Appointment

Norfolk, United States of America, 31 May 2006

Place/Date

For the Ministry of Defence of the Italian Republic



Signature

Colonel IT A Gian Paolo BORMETTI

Name

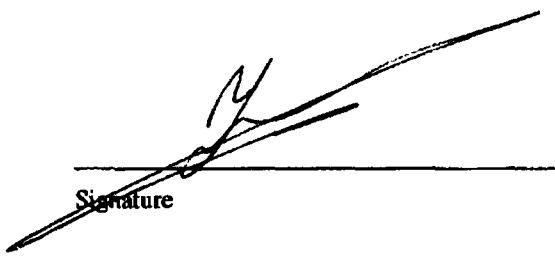
National Liaison Representative to SACT

Appointment

Norfolk, United States of America, 31 May 2006

Place/Date

For the Minister of Defence of the Kingdom of the Netherlands



Signature

Colonel NL A Johannes C. KRUIDENIER

Name

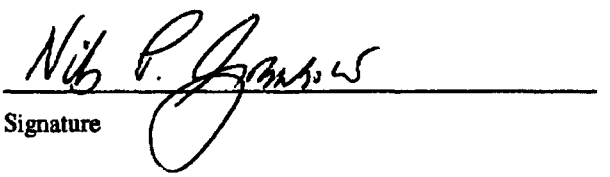
National Liaison Representative to SACT

Appointment

Norfolk, United States of America, 31 May 2006

Place/Date

For the Ministry of Defence of the Kingdom of Norway



Signature

Colonel NO A Nils GRANHOLT

Name

National Liaison Representative to SACT

Appointment

Norfolk, United States of America, 31 May 2006

Place/Date

For the Minister of Defence of the Portuguese Republic

Signature

Commander PO N João Manuel RIJO DA FONSECA RIBEIRO

Name

National Liaison Representative to SACT

Appointment

Norfolk, United States of America, 31 May 2006

Place/Date

For the Ministry of National Defence of Romania

Signature

Colonel RO AF Constantin RAILEANU

Name

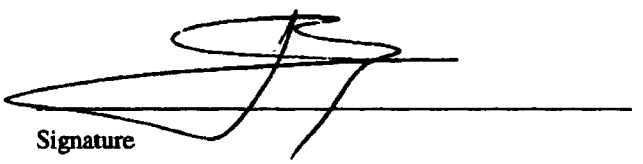
National Liaison Representative to SACT

Appointment

Norfolk, United States of America, 31 May 2006

Place/Date

For the Minister of Defence of the Kingdom of Spain



Signature

Colonel SP AF Ignacio PEDROSA

Name

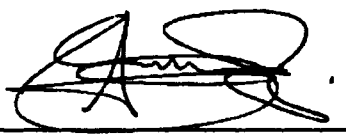
National Liaison Representative to SACT

Appointment

Norfolk, United States of America, 31 May 2006

Place/Date

For the General Staff of the Republic of Turkey



Signature

Colonel TU A Ayhan YILMAZ

Name

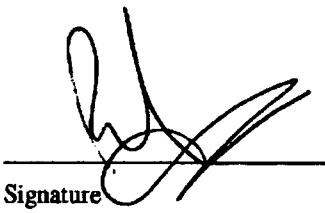
National Liaison Representative to SACT

Appointment

Norfolk, United States of America, 31 May 2006

Place/Date

For the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland



Signature

Colonel UK A Richard M. IRON, OBE

Name

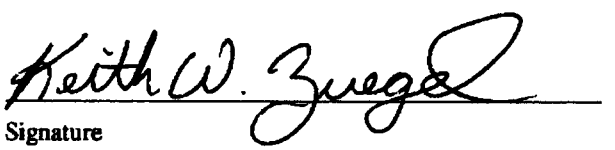
National Liaison Representative to SACT

Appointment

Norfolk, United States of America, 31 May 2006

Place/Date

For the Department of Defense of the United States of America



Signature

Colonel US AF Keith W. ZUEGEL

Name

National Liaison Representative to SACT

Appointment

Norfolk, United States of America, 31 May 2006

Place/Date

RESERVATION
about the Memorandum of Understanding
concerning the establishment, administration and operation of the
Combined Joint Operations from the Sea Centre of Excellence (CJOS COE)

The Minister of Defence of the French Republic,

having decided that the French forces will participate in the CJOS COE established on the territory of the United States of America,

Elects to participate in and to be abide by the Memorandum of Understanding between the Department of National Defence of Canada, the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of National Defence of the Hellenic Republic, the Ministry of Defence of the Italian Republic, the Minister of Defence of the Kingdom of the Netherlands, the Ministry of Defence of the Kingdom of Norway, the Minister of Defence of the Portuguese Republic, the Ministry of National Defence of Romania, the Minister of Defence of the Kingdom of Spain, the General Staff of the Turkish Republic, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America concerning the establishment, administration and operation of the Combined Joint Operations from the Sea Centre of Excellence (CJOS COE).

Affirms its reservation regarding the following:

The provisions of this Memorandum of Understanding will have no effect on the denunciation of the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, dated 28 August 1952, decided by France on 30 March 1966. France still does not consider the legal capacity of the Strategic Commands and of the under-command units of the Alliance as being valid. Therefore engagements that may be concluded between the CJOS COE to implement this Memorandum cannot legally bind the Ministry of Defence of the French Republic, unless otherwise provided by this Party.

On 31 May 2006, at Norfolk, United States of America

For the Minister of Defence
of the French Republic

Captain FR N Christian CANOVA
National Liaison Representative to SACT

Annex A

Staff Structure and Manning

Introduction

1. The CJOS COE will provide subject matter expertise across the range of joint maritime expeditionary operations. The CJOS COE will combine the powerful synergy of experimentation and exercising with the analytical and developmental resources of the Sponsoring Participants. In order to achieve to its maximum benefit, staff members must be selected based on demonstrated intellectual capabilities, and subsequently educated and trained to apply their capacity to the transformational processes. All components of the CJOS COE must be able to support the transformation of maritime expeditionary capabilities and the use of the sea in future joint operations.

Principles

2. The fundamental principles by which the Staff Structure and Manning will be established are as follows:

   a. The organization will be:

      i. Combined and jointly manned to ensure the fullest range of joint maritime expeditionary operations capabilities;

      ii. Functionally organized to support project-driven work with the ability to refocus quickly on demand. Staff structure and procedures must be sufficiently flexible to be readjusted, as required, and maximize available subject matter expertise at any given time; and

      iii. Output focused, drawing benefit from its synergistic relationship with C2F.

   b. Personnel chosen to man the CJOS COE should be discerning, inquisitive individuals with an innate flexibility of thought.

Organization

3. The manning of the CJOS COE is detailed in Appendix 1 to this Annex. The CJOS COE is a distinct organization that is resident in the spaces of the Commander, U.S. Second Fleet (C2F) staff. Although it will have its own discernable program of work and products, its co-location within this staff provides the environment and ethos fundamental to the CJOS COE's work on expeditionary transformation.

4. The organization must be able to adapt itself to future developments and revised requirements, if functionally necessary. The Director is authorised to implement temporary adaptations to the structure for up to 120 days. Permanent changes require the unanimous approval of the Steering Committee (SC).

Directorate

5. The Directorate will be composed of the Director, the Deputy Director, the Military Assistant, the Director of Staff Operations, the Fiscal Officer, and the Administrative Assistant.

Branches

6. The CJOS COE will further consist of two Branches, a Transformation Branch and an Exercise and Experimentation Branch. The Transformation Branch will itself consist of three Sections: Deployment and Sustainment, Expeditionary Operations and Joint Manoeuvre, and Information Superiority. The Exercise and Experimentation Branch will consist of an Exercise Section and an Experimentation Section.

Manning

7. The U.S. will fill the Director post and approximately one-third of the remaining posts in order to ensure maximum access for all Sponsoring Participants to U.S. transformational activities.

8. The Sponsoring Participants are responsible for providing qualified personnel to meet the highest professional standards.

Job Descriptions

9. Each individual post of the CJOS COE Manning Table will be supported by Job Descriptions (JDs).

10. JDs may be altered to meet changing requirements. Fundamental changes to the JDs require the approval of the Steering Committee (SC).

Appendix 1 to Annex A

No	Organization	Post Number	Post Title	Rank	Service	Nation	*Remarks*
1	Directorate	DR01	Director	OF-8	N	US	
2	Directorate	DR02	Deputy Director	OF-6	N/M	UK	
3	Directorate	DR03	Military Assistant	OF-2/3	I	US	
4	Directorate	DR10	Director of Staff Operations	OF-4	I	NL	
5	Directorate	DR11	Fiscal Officer	OF-4	I	US	
6	Directorate	DR12	Administrative Assistant	OR-6	N	US	
7	Transformation Branch	TB01	Head, Transformation Branch	OF-5	I	IT	
8	Transformation Branch	TB11	Head, Deployment and Sustainment Section	OF-4	N/M	US	
9	Transformation Branch	TB12	Staff Officer Deployment and Sustainment	OF-4	N	RO	
10	Transformation Branch	TB13	Staff Officer Deployment and Sustainment	OF-4	M		
11	Transformation Branch	TB14	Staff Officer Deployment and Sustainment	OF-4	F	US	
12	Transformation Branch	TB21	Head, Expeditionary Ops and Joint Manoeuvre Section	OF-4	I	NO/GE	
13	Transformation Branch	TB22	Staff Officer Expeditionary Operations	OF-4	N	US	
14	Transformation Branch	TB23	Staff Officer Expeditionary Operations	OF-4	N/M	PO	

No	Organization	Post Number	Post Title	Rank	Service	Nation	*Remarks*
15	Transformation Branch	TB24	Staff Officer Expeditionary Operations (SOF)	OF-4	I	GE/NO	
16	Transformation Branch	TB25	Staff Officer Joint Manoeuvre	OF-4	A	CA	
17	Transformation Branch	TB26	Staff Officer Joint Manoeuvre	OF-4	F	IT	
18	Transformation Branch	TB31	Head, Information Superiority Section	OF-4	I	GR	
19	Transformation Branch	TB32	Staff Officer Information Superiority	OF-4	N	US	
20	Transformation Branch	TB33	Staff Officer Intelligence	OF-4	I	CA	
21	Transformation Branch	TB34	Staff Assistant CIS Expeditionary Operations	OR-8	N/M	US	
22	Transformation Branch	TB35	Staff Assistant CIS Expeditionary Operations	OR-8	A/M	UK	
23	Exercise and Experimentation Branch	EB01	Head, Exercise and Experimentation Branch	OF-5	N	CA	
24	Exercise and Experimentation Branch	EB11	Head, Exercise Section	OF-4	N	FR	
25	Exercise and Experimentation Branch	EB12	Staff Officer Exercises	OF-4	N	TU	
26	Exercise and Experimentation Branch	EB13	Staff Officer Exercises	OF-4	I	US	
27	Exercise and Experimentation Branch	EB14	Staff Officer Exercises	OF-4	I	UK	
28	Exercise and Experimentation Branch	EB21	Head, Experimentation Section	OF-4	N	US	
29	Exercise and Experimentation Branch	EB22	Staff Officer Experimentation	OF-4	I	US	

30	Exercise and Experimentation Branch	EB23	Staff Officer Experimentation	OF-4	N/M	SP	
31	Exercise and Experimentation Branch	EB24	Staff Officer Experimentation	OF-4	A		
32	Exercise and Experimentation Branch	EB25	Staff Officer Experimentation	OF-4	F		
	Service: I = Indifferent; A = Army; F = Air Force; M = Marine Corps; N = Navy						

Annex B

Support Provided by the Host Nation

1. COE Office Space. Taking due account of local conditions, capabilities, and requirements, the Host Nation will provide:

    a. The Facility, free of rent, as well as its furnishings, fittings, structural maintenance and infrastructure security; and

    b. The Communication and Information Systems equipment and support, office cleaning, heating, and lighting of the Facility on a cost-recoverable basis, in accordance with Section 8 of this document.

2. Recreational Facilities.

    a. The Host Nation will provide access to adequate recreational sports facilities on a space-availability basis, which may be used by the military personnel of the CJOS COE and their dependents. Any charges for these facilities will be the same as those for the HN's own personnel and will be the responsibility of the individual involved. Such facilities include but are not limited to: base recreation areas, gymnasiums, and swimming pools.

    b. The Host Nation will provide access to available service clubs, which may be used by the military personnel of the CJOS COE and their dependents as appropriate to their status.

    c. The Host Nation will provide access to available military welfare activities to CJOS COE military personnel and their dependents under the same conditions as for comparable U.S. armed forces personnel. Such activities include but are not limited to: family service centres, day care centres, commissaries, military exchanges, and ticket offices.

3. Medical Support.

    a. All Sponsoring Participant personnel and dependents will be afforded access to U.S. DOD medical facilities.

    b. The Host Nation will, to the extent of its available resources, provide medical support to the multinational personnel employed at the CJOS COE and their dependents in accordance with the medical support agreements between the Sending States and the HN. If no such agreement exists, care will be provided on a cost reimbursable basis.

    c. First aid support will be rendered free of charge.

Annex C

Steering Committee Terms of Reference

1. The CJOS COE Steering Committee (SC) is the executive body responsible for oversight of all CJOS COE activities. The SC will provide direction and guidance to the Director for the effective execution of his mission.

2. The SC is responsible for taking into consideration Sponsoring Participants' interests regarding all matters pertaining to the CJOS COE. At a minimum, these responsibilities will include but not be limited to the approval of the program of work, budget and audit reports; the SC will also address personnel, legal and other administrative issues.

3. The SC will be composed of:

   a. The CJOS COE Deputy Director, who will chair the SC without a vote; and
   b. A national officer appointed by each of the Sponsoring Participants to represent their national interests.

4. The CJOS COE Director of Staff Operations (DOSO) will function as the SC Secretary.

5. Each Sponsoring Participant may provide any other required experts to support its SC Representative.

6. Other representatives as invited by the deputy director may attend in an advisory capacity.

7. Routine meetings of the SC will take place twice a year; additional meetings may be called by the Director or by any Sponsoring Participant representative, through the Deputy Director. The October meeting will convene to approve the budget/program of work for the following year; the April meeting will convene to address remaining issues from the previous year's budget/program of work.

8. The agendas of SC meetings will be drawn up in advance and distributed prior to each meeting. Minutes will be drawn up and distributed to the members of the SC.

9. SC decisions will be made by unanimous Sponsoring Participant approval only.

10. No decision with financial impact will be taken under silence procedure.

11. In general, the following budget/program of work cycle will be followed:

Event	Due Date
Fiscal Year Begins	01 Jan
Final Statement of Account for Previous Year	31 Mar
Steering Committee Meeting	30 Apr
Supplementary Budget Submission (if required)	01 Jun
Budget/program of work submitted to Steering Committee	31 Jul
Steering Committee approves Budget/program of work	31 Oct
Call for Funds for future year	31 Oct
Fiscal Year Ends	31 Dec

Annex D

Director Terms of Reference

1. The Director is a principal advisor to SACT on joint maritime expeditionary operations. In this capacity, he provides subject matter expertise on related transformational activities in support of ACT, Sponsoring Participants, ACO and other international institutions/organizations.

2. The Director may assign or delegate, as appropriate, tasks within the framework of his authority and responsibilities allocated by this MOU.

Tasking

3. Tasking of the CJOS COE will be executed through a Program of Work that has been approved by the CJOS COE Steering Committee (SC). NATO inputs to the Program of Work are expected through HQ SACT to include the co-ordination of tasks from other NATO entities. Tasking requests from Sponsoring Participants or other organisations or institutions should be made to the Director, who will seek guidance from the SC and take the appropriate action.

Responsibilities

4. The Director will provide support to concept development and experimentation, doctrine development, standardization and interoperability issues, exercise, evaluation assistance and lessons learned activities on transformational issues. In addition, the Director will:

   a. Execute assigned transformation tasks in order to contribute to the provision of expeditionary capabilities from the sea, now and in the future;

   b. Assist ACT in finding and delivering improved interoperability, standardisation and qualitatively transformed expeditionary capabilities through the exploration of concepts, doctrine development and through the support of exercises, experimentation and research processes employing new technologies and techniques in co-ordination with other NATO and national agencies/centres/boards;

   c. Manage allocated resources and take account of national and multinational exercises and experiments in order to maximize the opportunities to progress expeditionary development and the use of the sea in future combined, joint operations.

Authority

5. The Director is granted authority to:

   a. Upon Approval by the Steering Committee, conclude the TA's with HQ SACT that are follow on arrangements to the MOU concerning the functional relationship regarding the CJOS COE;

   b. Engage ACT in the development and execution of the CJOS COE program of work in coordination with HQ SACT and establish, in coordination with HQ SACT, inter-relationships and bi-lateral functional arrangements with the NCS;

   c. Consult with NATO, national authorities and other relevant organizations to facilitate the accomplishment of his mission; and

   d. Make recommendations to SACT on matters affecting expeditionary capability improvements, interoperability, efficiency, and sustainability of forces designated for NATO.

Annex E

Joining Or Withdrawal from the CJOS COE Operational MOU

1. In the event of one or more Sponsoring Participants joining or withdrawing from this MOU or changing their personnel contribution, the existing or remaining Sponsoring Participants will consider any necessary amendments to this MOU.

Joining

2. In the event that a new Sponsoring Participant joins this MOU, subsequent to its signing the sample Note of Joining (NOJ) included in Appendix 1 to Annex E, the amount of the budgetary fund initially required of it will be negotiated between the new Sponsoring Participant and the existing Sponsoring Participants.

Withdrawal from the MOU and Reduction of Shares

3. Any Sponsoring Participant may withdraw completely from this MOU or reduce their personnel contribution on presentation of twelve months' written notice to all remaining Sponsoring Participants.

4. The remaining Sponsoring Participants will examine all projects that are not yet completed in order to decide whether they should be cancelled or reduced in scope. In the event no other Sponsoring Participant assumes the withdrawn or reduced participation, the remaining Sponsoring Participants will endeavour to reduce operating costs as quickly as possible to adjust them to the new situation. Since the program of work is normally mutually determined for one year ahead, the withdrawal notice period should allow any projects in that period to finish.

5. Should a Sponsoring Participant withdraw from this MOU or reduce the scope of its participation and should its remaining share not be assumed by the other Sponsoring Participants it will:

    a. Continue to support the COE until the end of the notice period, including paying its share of the approved budget; and

    b. Be reimbursed for the residual value of all goods to which it has contributed to the extent its share is assumed by another Sponsoring Participant. Should the withdrawing or reducing Sponsoring Participant not be reimbursed at the time of withdrawal, it will retain its claim to the residual value until such time as another Sponsoring Participant assumes its share and pays the compensation for them or until the goods have been written off in full.

MOU Termination

6. In the event that this MOU is terminated, the residual value of the equipment and other capital goods, which have been commonly funded by the Sponsoring Participants, will be determined consistent with Article IX of the Paris Protocol. In the determination of the residual value, the following aspects have to be duly considered:

    a. The military value or, if no military follow-on use takes place, the economic value of these capital goods and other items in the U.S.A;

    b. The achievable profit of these capital goods; and

    c. The costs individually or commonly funded by the Sponsoring Participants.

Appendix 1 to Annex E

Sample of a Note of Joining (NOJ):

NOTE OF JOINING

TO PARTICIPATE IN THE MEMORANDUM OF UNDERSTANDING BETWEEN

(*LIST OF SPONSORING PARTICIPANTS*)

CONCERNING THE ESTABLISHMENT, ADMINISTRATION AND OPERATION

OF

THE COMBINED JOINT OPERATIONS FROM THE SEA CENTRE OF EXCELLENCE (CJOS COE)

The Minister/Ministry/Department of Defence/ General Staff of _____

Having decided to participate in the Combined Joint Operations from the Sea Centre of Excellence in the U.S.A. with the existing Sponsoring Participants

ELECTS TO PARTICIPATE AS A SPONSORING PARTICIPANT IN, AND TO ABIDE BY, THE UNDERSTANDING ARRANGED IN:

The Memorandum of Understanding Between the ..... (*Sponsoring Participants*) concerning the Establishment, Administration and Operation of the Combined Joint Operations from the Sea Centre of Excellence (CJOS COE), which entered into effect on the ..... day of ..... .

Two originals of this NOJ will be signed, one each in the English and French languages, both texts being equally authentic. The originals will be deposited with the HN, which will transmit certified copies to each of the Sponsoring Participants and the CJOS COE.

For the Minister/Ministry/Department of Defence/General Staff of.....
..... (All Sponsoring Participants)
.....
.....
.....

Date: .....

For the Minister/Ministry of Defence of / General Staff
of..... (Joining Sponsoring Participant)
.....
.....
.....
Date: .....