

No. 16834

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**UNITED STATES OF AMERICA  
and  
AUSTRALIA**

**Memorandum of understanding regarding the training of  
units from both forces. Signed at Washington on  
4 November 1976**

*Authentic text: English.*

*Registered by the United States of America on 10 July 1978.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
AUSTRALIE**

**Mémorandum d'accord concernant l'entraînement récipro-  
que d'unités des deux armées. Signé à Washington le  
4 novembre 1976**

*Texte authentique: anglais.*

*Enregistré par les États-Unis d'Amérique le 10 juillet 1978.*

## MEMORANDUM OF UNDERSTANDING<sup>1</sup> BETWEEN THE UNITED STATES ARMY AND THE AUSTRALIAN ARMY REGARDING THE TRAINING OF UNITS FROM BOTH FORCES

### Article I. SCOPE

This Memorandum of Understanding sets forth the general terms and conditions which will govern the exchange training program of units from the United States Army and the Australian Army in the United States of America and Australia. The program is designed to increase the expertise and *esprit de corps* of the units involved; to develop an appreciation for the tactics and techniques of other forces; to gain experience in the field under varying terrain and climatic conditions; and to provide meaningful contact between the United States Army and the Australian Army. The program is based on the principle of reciprocity which shall apply except to the extent otherwise specified herein.

### Article II. DEFINITIONS

For the purposes of this Memorandum of Understanding:

- a. "Parent force" means the force to which members of a unit on exchange belong;
- b. "Host force" means the force of the country in which a unit of the other country is present on the exchange program; and
- c. "Unit exchange" means the exchange for training purposes of elements of the forces of the parties hereto the size of which will be equal and as mutually agreed by them for the mutual benefit of those forces.

### Article III. OCCURRENCE AND NUMBER

The unit exchanges are planned to occur annually at a time to be mutually agreed and last for four to six weeks. The size of the contingents will be equal and the number of military personnel participating will be as agreed from time to time; however, see also Articles XIII and XIV.

### Article IV. OBLIGATIONS OF THE HOST FORCE

The host force shall be responsible for providing without recovery of costs:

- a. Transportation other than transportation from the host country to the training location and return;
- b. Rations and quartering for men (other ranks (enlisted)) and quartering for officers of the parent force;
- c. Rations and quarters for officers living under field conditions where there is no established BOQ/Officers Mess;
- d. Personnel and logistic support for the parent force as arranged and agreed by nations force headquarters;

<sup>1</sup> Came into force on 4 November 1976 by signature.

- e. Specific detail of equipment and environmental clothing to be lent as arranged and agreed by participating units' formation headquarters; and
- f. Access to Clubs/Messes, PX/Canteens and recreational facilities.

#### *Article V. OBLIGATIONS OF PARENT FORCE*

The parent force shall be responsible for:

- a. Movement of personnel and equipment from the parent force base to the host country training location and return, with respect to non-simultaneous exchange of units;
- b. Field support stores and organic equipment not provided by the host force under Article IV;
- c. Arrangements and movement for the return to the parent country of deceased/injured/welfare/compassionate cases of the parent force;
- d. Transportation arrangements not otherwise specified in this Memorandum of Understanding;
- e. Pay and allowances for members of the parent force;
- f. Charges incurred by members of the parent force for use of recreational facilities or travel except where provided by the host country as approved entertainment, in which case it is the responsibility of the host country; and
- g. Costs incurred for private accommodation by members of the parent force.

#### *Article VI. JOINT OBLIGATIONS*

Each force shall:

- a. Provide at its own expense, with regard to simultaneous exchange of units, a joint airlift (one round-trip) of military personnel and equipment from parent force bases to arrival airfields and return; and
- b. Ensure that its officers reimburse the host force for the cost of rations.

#### *Article VII. MEDICAL AND DENTAL*

a. It is the responsibility of the parent force to ensure that all members of its force are medically and dentally fit prior to embarkation.

b. For the duration of the exchange, medical and emergency dental care shall be provided by the host force in the same manner and to the same extent as such care is provided to members of its own force. Officer patients will reimburse the medical facility for the cost of their rations. Any such care provided by the host force beyond the exchange period shall be subject to financial recovery from the parent force.

#### *Article VIII. ADMINISTRATION*

a. All military personnel participating in the exchange will be in possession of identification cards and identification discs (tags) in accordance with regulations of the parent force.

b. Military driving permits (licenses) of the host force may be issued to members of the parent force, when considered appropriate by the host force,

under applicable orders and regulations of the host force. Such permits (licenses) will only be issued to members in possession of a valid military driving permit (license) issued by the parent force.

#### *Article IX. AWARDS OR INSIGNIA*

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

#### *Article X. STATUS*

*a.* The status of members of the US Army while in Australia shall be governed by the Status of Force Agreement between the two countries made on 9 May, 1963<sup>1</sup> (*Treaty Series*, 1963, No. 10) (Australia); T.I.A.S. No. 5349 (US) and the Defence (Visiting Forces) Act 1963.

*b.* The status of members of the Australian Army while in the US shall be governed by the provisions of the Service Courts of Friendly Foreign Forces Act (22 United States Code ss 701-706) and Presidential Proclamation 3631 on Service Courts of Friendly Foreign Forces within the United States.

#### *Article XI. DISCIPLINE*

Personnel participating in the exchange program will comply with the regulations, orders, instructions and customs of the host force in so far as they are applicable. Personnel committing an offence under the laws (regulations) of either the parent or the host force may be withdrawn from the exchange program with a view toward such appropriate administrative or disciplinary action to be taken by the parent force as it may consider necessary. Disciplinary action, however, shall not be taken by the host force against personnel of the parent force.

#### *Article XII. CHANNELS OF COMMUNICATION*

Direct liaison and co-ordination is authorized between host and parent units when so designated for a specific exchange.

#### *Article XIII. CANCELLATION, POSTPONEMENT OR SUBSTITUTION*

Cancellation, postponement or substitution of a specific unit exchange will be as mutually agreed between the host and parent force.

#### *Article XIV. AMENDMENTS AND TERMINATION*

This Memorandum of Understanding may be amended by written agreement between the parties hereto. It may be terminated by either party effective sixty

<sup>1</sup> United Nations, *Treaty Series*, vol. 469, p. 55.

days after written notice has been given by one party to the other, or in an emergency, by immediate notice.

For the Australian Army:

[*Signed*]

N. R. CHARLESWORTH  
Brigadier

*Date:* 4 November 76

For the United States Army:

[*Signed*]

CHARLES R. SNIFFIN  
Major General

4 November 76

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