

No. 17230

**UNITED STATES OF AMERICA
and
CANADA**

Memorandum of agreement on the exchange of military personnel between the United States Navy and the Canadian Armed Forces and on the general conditions which will apply to the exchange of such personnel (with appendix). Signed on 12 June 1975

Authentic text: English.

Registered by the United States of America on 24 November 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
CANADA**

Mémoire d'accord relatif à l'échange de personnel militaire entre la marine des États-Unis d'Amérique et les forces armées canadiennes et aux conditions générales s'appliquant à l'échange dudit personnel (avec annexe). Signé le 12 juin 1975

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 24 novembre 1978.

MEMORANDUM OF AGREEMENT¹ ON THE EXCHANGE OF MILITARY PERSONNEL BETWEEN THE UNITED STATES NAVY AND THE CANADIAN ARMED FORCES AND ON THE GENERAL CONDITIONS WHICH WILL APPLY TO THE EXCHANGE OF SUCH PERSONNEL

1. The United States Navy/Canadian Armed Forces Exchange Program has been established for the purpose of providing a system of mutual exchange of military personnel between the two Services. It is designed to establish an active relationship between the U.S. Navy and the Canadian Armed Forces by which the experience, professional knowledge and doctrine of both Services are shared to the maximum extent permissible under existing policies of the United States and Canada.

2. **SELECTION CRITERIA.** Officers selected for exchange duty shall be those who have demonstrated capabilities for future higher command and staff positions, who are well versed in the practices and doctrines of their Service, and are particularly qualified through experience for the exchange position which they will fill. Enlisted personnel selected for exchange duty shall be those who have demonstrated superior professional performance and leadership in their respective rates or trades and are particularly qualified through experience for the exchange position which they will fill.

3. **TOUR OF DUTY.** The normal tour of duty for exchange personnel exclusive of travel time between countries, will be for a period of two years. Any time required for a formal course of instruction will be in addition to the normal tour. Exceptions and/or adjustments to the tour of exchange personnel will be based on mutual agreement between the participating Services.

4. **NUMBER OF MILITARY PERSONNEL TO BE EXCHANGED.** The number of personnel now planned to be exchanged at any one time will be as mutually agreed between the National Defence Headquarters and the Chief of Naval Operations.

5. **DUTIES.** Exchange personnel will be assigned duties by the Commanding Officer of the host Service units to which they are assigned. These duties shall be agreeable to the parent Service. Such personnel will function fully as members of the host Service unit. The host Service, however, will undertake not to place exchange personnel in duty assignments in which direct hostilities with forces of third states are likely. Should hostilities occur unexpectedly, involving a unit to which exchange personnel are assigned, such personnel should not be employed in the active operations of the hostilities without prior approval from the parent Service, except in extraordinary circumstances in which communication cannot be reasonably established with the parent Service and the exchange personnel are considered essential in the operations of the unit employed. In the latter extraordinary circumstance, the host Service will make every effort to remove exchange personnel from active participation in the hostilities of the unit.

6. **ADMINISTRATION AND CONTROL.** Exchange personnel will be administered and controlled as prescribed by the parent Services:

- a. U.S. Navy personnel on exchange duty with Canada will be under the administration and control of the U.S. Naval Attaché, Ottawa, Canada.

¹ Came into force on 12 June 1975 by signature.

b. Canadian Forces Personnel will be under the administration and control of the Canadian Defence Liaison Staff, Washington, D.C.

7. **DISCIPLINE.** Exchange personnel will comply with the regulations, orders, instructions, and customs of the host Service insofar as they are applicable. Exchange personnel are to be issued written instructions by an appropriate authority of their parent Service that they are to obey lawful orders and commands of personnel senior to them in rank in the host Service. (A table of rank equivalency for non-commissioned and enlisted personnel exchanged under this program is attached as an appendix.) Personnel committing an offense under the laws of either the parent or the host Service may be withdrawn from the exchange program with a view toward further administrative or disciplinary action taken by the parent Service when considered necessary. Disciplinary action, however, shall not be taken by the host Service against exchange personnel. The respective Services shall cooperate in the carrying out of administrative or disciplinary action against the offender by the parent Service.

8. **PROFESSIONAL PROFICIENCIES.** The host Service will provide necessary training facilities wherever practicable so that the exchange personnel may maintain their professional proficiencies in accordance with the regulations of their parent Service.

9. **LEAVE.** Exchange personnel may be granted leave in accordance with the regulations of the parent Services, provided such leave is also approved by the proper authorities of the host Service.

10. **UNIFORM.** Exchange personnel are to comply with the dress regulations of their Service and the Order of Dress for any occasion is to be that which most nearly conforms to the Order of Dress of the particular unit with which they are serving. Local commanding officers will not issue instructions to exchange personnel which cannot be complied with by reason of differences in dress regulations. Customs of the host Service will be observed with respect to the wearing of civilian clothes.

11. **MESSING AND QUARTERS.** The host Service may provide messing facilities and family-type or single quarters for exchange personnel, if available, and on the same basis and to the same extent that it provides quarters for its own personnel. In any case, the host Service will render all practical assistance in locating and obtaining suitable housing for exchange personnel.

12. **STATUS.** In the territory of the host state, the status of exchange personnel and their dependents will be governed by the NATO Status of Forces Agreement, signed at London on June 19, 1951¹ (hereinafter referred to as "NATO SOFA"). Moreover, with respect to US exchange personnel and their dependents while in Canada, the provisions of the Leased Bases Agreement of 1941,² as amended,³ where dealing with matters not covered in the NATO SOFA will also apply.

13. **REPORTS.** Periodic or other reports which exchange personnel 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. Navy Exchange Personnel will forward their reports, by appropriate service channels, through their Canadian Forces Commanding Officer to the CNO via the U.S. Naval Attaché, Ottawa.
- b. Canadian Forces Exchange Personnel will forward their reports, by appropriate Service channels, through their U.S. Navy Commanding Officer to CDLS, Washington.

¹ United Nations, *Treaty Series*, vol. 199, p. 67.

² League of Nations, *Treaty Series*, vol. CCIV, p. 15.

³ United Nations, *Treaty Series*, vol. 88, p. 273.

14. FINANCIAL ARRANGEMENTS. The U.S. Navy and the Canadian Forces have established the following mutual agreements relative to financial arrangements of the U.S. Navy/Canadian Forces Exchange Program:

- a. The parent Service will assume responsibility for the following compensations and expenses with respect to exchange personnel in accordance with the regulations of that Service:
 - (1) Pay and normal allowances, including commutation of quarters, station or other location allowances where authorized, and subsistence;
 - (2) Travel allowances and related expenses payable to the member;
 - (3) Compensation for loss of or damage to uniforms, personal equipment, etc., of exchange personnel;
 - (4) Medical and dental treatment other than that covered by (b)(2) below;
 - (5) Burial and other expense incident to death of exchange personnel;
 - (6) Expenditures, including cost of transportation, in connection with any special duty performed on behalf of the parent country during the period of exchange;
 - (7) Transportation, travel, removal, and all related expenses incurred on initial assignment to first place of duty with the host Service and from last place of duty with the host Service at the conclusion of the exchange tour;
 - (8) Transportation, travel, and all related expenses incurred by exchanged personnel and their dependents on a parent Service initiated relocation move during the exchange tour.
- b. Except for expenditures covered in (a) above, the host Service will provide the following services, and assume charges thereof, in accordance with the regulations of that Service:
 - (1) Cost of transportation while on duty, when travel is in the interest of the host country. Travel allowances and expenses remain the liability of the parent Service;
 - (2) Medical and dental treatment (excluding the provision of dentures) available at Service hospitals and other Service units;
 - (3) Facilities to maintain professional proficiencies; and
 - (4) Moves of exchange personnel and their dependents during the exchange tour resulting from relocation of a unit to which exchange personnel are assigned.
- c. The right of individual personnel to compensation for expenses incurred while on exchange assignments will be in accordance with regulations of the parent government.
- d. Expenses in connection with the families of personnel exchanged will be borne by the Service liable for the corresponding costs in the case of the personnel and will be in accordance with the regulations of that Service.
- e. Compensation or any reimbursements under this agreement to which exchange personnel of the U.S. Navy may be entitled, and for which the Canadian Armed Forces may be responsible shall be paid by the Canadian Armed Forces to the Chief of Naval Operations, U.S. Navy. It will be the responsibility of the U.S. Navy to compensate or to reimburse exchange personnel who are members of the U.S. Navy. Canadian Armed Forces commanding officers of exchange personnel from the U.S. Navy shall provide an endorsement to claims for payment submitted by those exchange personnel to the U.S. Naval Attaché, Ottawa. That endorsement shall state the amount which would be paid on the claim under the applicable regulations of the Canadian Armed Forces. Accounts between the two Services will be settled annually. Compensation or any reimbursements under this Agreement to which ex-

change personnel of the Canadian Armed Forces may be entitled, and for which the U.S. Navy may be responsible, shall be paid by the U.S. Navy directly to the Canadian Armed Forces personnel.

15. AMENDMENTS AND TERMINATION. This Memorandum of Agreement may be amended by agreement between the parties thereto. It may be terminated by either party after six months' written notice has been given to the other party or, in an emergency, by immediate notice.

For the Canadian Forces:

M. A. MARTIN

Commodore

Canadian Forces Attaché

(Maritime)

June 12, 1975

For the United States Navy:

EUGENE J. CARROLL, Jr.

Assistant Deputy Chief

of Naval Operations

(Manpower Plan and Program)

APPENDIX TO MEMORANDUM OF AGREEMENT ON THE EXCHANGE OF MILITARY PERSONNEL BETWEEN THE UNITED STATES NAVY AND THE CANADIAN ARMED FORCES AND ON THE GENERAL CONDITIONS WHICH WILL APPLY TO THE EXCHANGE OF SUCH PERSONNEL

U.S. NAVY/CANADIAN FORCES RATE COMPARISON

<i>CF</i>	<i>USN</i>
Master Warrant Officer	CPO (E-9)
Warrant Officer	CPO (E-8)
Sergeant	CPO (E-7)
Master Corporal	PO 1 (E-6)
Corporal	PO 2 (E-5)
Private (Pay Level 4)	PO 3 (E-4)
