

No. 18038

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**UNITED STATES OF AMERICA  
and  
FEDERAL REPUBLIC OF GERMANY**

**Agreement relating to air force personnel training (with annexes). Signed at Bonn on 24 May 1977 and at Washington on 6 July 1977**

*Authentic texts: English and German.*

*Registered by the United States of America on 14 November 1979.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord relatif à l'entraînement de personnel des forces aériennes (avec annexes). Signé à Bonn le 24 mai 1977 et à Washington le 6 juillet 1977**

*Textes authentiques : anglais et allemand.*

*Enregistré par les États-Unis d'Amérique le 14 novembre 1979.*

AGREEMENT<sup>1</sup> BETWEEN THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA, referred to as “DOD”, AND THE FEDERAL MINISTER OF DEFENSE OF THE FEDERAL REPUBLIC OF GERMANY, referred to as “FMOD”, ON THE PROVISION OF US ARMY TRAINING TO THE GERMAN AIR FORCE IN THE UNITED STATES OF AMERICA (TRAINING AGREEMENT)

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PREAMBLE

Pursuant to the Mutual Defense Assistance Agreement signed on 30 June 1955 between the Government of the United States of America and the Government of the Federal Republic of Germany,<sup>2</sup> the DOD will provide training for German Air Force personnel in US Army training facilities under the general terms and conditions set forth hereinafter.

*Article 1.* 1. Insofar as capability exists, the DOD agrees to accept for training, on an annual basis, German Air Force Personnel at the following DOD training facilities:

- a. US Army Air Defense School, Fort Bliss, Texas.
- b. US Army Field Artillery School, Fort Sill, Oklahoma.
- c. US Army Missile and Munitions Center and School, Redstone Arsenal, Huntsville, Alabama.

2. Conditions and details of the training program, applicable to FMOD, are outlined in Annex A to this Agreement.

3. Conditions and details of the training program, applicable to DOD, are outlined in Annex B to this Agreement.

*Article 2.* 1. The cost for all training provided by the US Army will be computed in accordance with applicable DOD pricing policies.

2. The course costs will be quoted on a “cost per student” basis as reflected in the current DOD Foreign Military Sales, Military Articles and Services Listing (MASL).

3. Costs for DOD quarters (on-post billets for students), furnished in accordance with Annex B to this Agreement, will be reimbursed to DOD by the applicable Letter of Offer and Acceptance (DD Form 1513).

*Article 3.* 1. The settlement of the payments will be in accordance with United States Foreign Military Sales procedures. Conditions of sale are as set forth in the annual United States DOD Letter of Offer and Acceptance (DD Form 1513), to be rendered and accepted prior to the beginning of each fiscal year.

2. Payment will be made by FMOD, in US dollars, in accordance with the provisions of the applicable Foreign Military Sales Case (DD Form 1513) to be written under the provisions of the United States Arms Export Control Act. Subsequent to acceptance of the specific Foreign Military Sales Case, payment will be made to reimburse the DOD upon presentation to the FMOD by DOD of quarterly billing documents to coincide with scheduled student entry into training.

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<sup>1</sup> Came into force on 6 July 1977 by signature, in accordance with article 5 (1).

<sup>2</sup> United Nations, *Treaty Series*, vol. 240, p. 47.

*Article 4.* The provisions of the NATO Status of Forces Agreement of 19 June 1951<sup>1</sup> shall apply to this Agreement.

*Article 5.* 1. This Agreement shall become effective when signed by representatives of both parties to the Agreement and shall remain in effect until terminated by either party.

2. If this Agreement is cancelled by either party the terms and conditions of the current DD Form 1513 will be applicable to the termination.

3. Amendments and supplements to this Agreement may be made at any time by mutual agreement of the signatory parties.

DONE in

Washington, 6 July 77  
(date)

Bonn, 24. Mai 1977  
(date)

in two originals, each in the English and German languages, both texts being equally authoritative.

[Signed — Signé]<sup>2</sup>

For the Department of Defense  
of the United States of America

[Signed — Signé]<sup>3</sup>

For the Federal Minister of Defense  
of the Federal Republic of Germany

## ANNEX A

### FMOD OBLIGATIONS

1. FMOD agrees to provide qualified students in accordance with the technical prerequisites and rank established by the US Army.

2. For all instruction conducted in English, the German students will have English language comprehension (ECL) as specified by the DOD.

3. Training spaces allocated and scheduled by the US Army will be utilized by the German Air Force, or the US Army will be notified of nonuse at least sixty (60) days in advance of the scheduled report date. Failure to provide at least 60 days' notice of cancellation or rescheduling will result in an assessment against the applicable Foreign Military Sales Case in an amount constituting 50 percent of the designated course cost. Further, FMOD agrees to reimburse the DOD an amount not less than 50 percent of the designated course cost for any student who commences a course and who, for whatever reason, fails to complete the course.

4. The German Air Force Training Command at Fort Bliss and the German Air Force Liaison personnel at Fort Sill and Redstone Arsenal will be responsible for all student administrative support functions insofar as such functions are performed to support servicemen of the German Air Force who attend courses of instruction under US sponsorship in US Army training facilities.

5. The FMOD will arrange and pay emoluments, travel, and moving costs for all concerned German Air Force students.

<sup>1</sup> United Nations, *Treaty Series*, vol. 199, p. 67.

<sup>2</sup> Signed by H. M. Fish — Signé par H. M. Fish.

<sup>3</sup> Signed by Backes — Signé par Backes.

## ANNEX B

## DOD OBLIGATIONS

1. Insofar as capability exists, the DOD will endeavor to allocate and schedule, in the number and timeframe desired by FMOD, spaces in courses of instruction at US Army training facilities in support of the German Air Force training program.

2. Insofar as capability exists, the DOD will endeavor to conduct specialized, German only, classes of instruction at US Army training facilities in response to stated FMOD requirements for such specialized instruction. These individual specialized courses will be held in accordance with an agreed program of instruction. Program changes will be subject to mutual agreement.

3. The annual program of allocated US Army training for the German Air Force will be rendered prior to the beginning of each United States fiscal year.

4. Subject to availability, the DOD will provide billets of the same type as for US officers and enlisted men of comparable rank; should adequate billets not be available, the DOD will assist the German Air Force personnel in obtaining accommodations.

5. Medical and dental support will be provided for German Air Force personnel of the type and scope rendered to US Army officers and enlisted personnel of comparable rank; medical support, as available, will be provided [for] authorized dependents of German Air Force personnel of the type and scope rendered [to] US military dependents.

6. DOD will permit the use of US commissaries and nonappropriated fund organizations by German military personnel when on duty with the United States Armed Services, and their dependents, under the terms and conditions applicable to US Army officers and enlisted personnel of comparable rank.

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