

No. 20861

**UNITED STATES OF AMERICA
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

**Memorandum of Agreement relating to an exchange of
military personnel. Signed at Washington on 29 August
1980**

Authentic text: English.

Registered by the United States of America on 1 March 1982.

**ÉTATS-UNIS D'AMÉRIQUE
et
ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD**

**Mémorandum d'accord relatif à un échange de personnel
militaire. Signé à Washington le 29 août 1980**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 1^{er} mars 1982.

MEMORANDUM OF AGREEMENT¹ BETWEEN THE ROYAL NAVY AND THE UNITED STATES COAST GUARD CONCERNING EXCHANGE OF PERSONNEL

INDEX

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Statement of Purpose 2. Selection Criteria 3. Tour of Duty 4. Number and Grade Level of Personnel to be Exchanged 5. Units of Assignment 6. Duties 7. Administration and Control 8. Discipline 9. Security 10. Professional Proficiencies 11. Leave 12. Uniform | <ol style="list-style-type: none"> 13. Messing and Quarters 14. Reports 15. Fitness Reports/Personnel Evaluation Reports 16. Education of Dependents 17. Identification and Privilege Cards 18. Equipment 19. Medical and Dental Care 20. Medals and Awards 21. Financial Arrangements 22. Effective Dates 23. Amendments and Termination |
|---|--|

MEMORANDUM OF AGREEMENT ON THE EXCHANGE OF MILITARY PERSONNEL BETWEEN THE UNITED STATES COAST GUARD AND THE ROYAL NAVY

1. *Statement of Purpose:*

The United States Coast Guard/Royal Navy Exchange Program is hereby 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. Coast Guard (USCG) and the Royal Navy (RN) 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 Great Britain.

2. *Selection Criteria:*

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

3. *Tour of Duty:*

The normal tour of duty for exchange personnel, exclusive of travel time, will be two years. Any time required for prior training will be in addition to the normal tour. The normal tour may be altered as follows:

- a. The tour of exchange personnel may be curtailed at the written request of one Service; or at the written request of the personnel concerned and the written mutual consent of both Services; or

¹ Came into force on 29 August 1980 by signature, in accordance with article 22.

b. The tour of exchange personnel may be extended at the written request of one Service if consented to in writing by the other Service provided that such extensions shall not exceed one (1) year.

4. *Number and Grade Level of Personnel to be Exchanged*

The number and grade level of personnel to be exchanged at any one time will be as agreed between the Ministry of Defense of the UK (Navy) and the Commandant, United States Coast Guard.

5. *Units of Assignment:*

Personnel assigned in accordance with this Agreement may be attached to units as mutually agreed upon by the Ministry of Defense of the UK (Navy) and the Commandant, United States Coast Guard.

6. *Duties:*

Exchange personnel will be assigned duties by the Commanding Officer of the host Service unit to which they are attached. These duties shall be agreeable to the parent Service. Such personnel will function as members of the host Service unit, except that Royal Naval officers shall not be empowered to enforce the laws of the United States as are U. S. Coast Guard officers under the provisions of title 14, United States Code. Any such exchange officer may be assigned to perform the duties of a crew member in U. S. Coast Guard aircraft or ships engaged in law enforcement activities, provided that no such duties shall include participation in any boardings, inquiries, examinations, inspections, searches, seizures, or arrests, necessary to enforce the laws of the United States. The host Service will undertake not to place exchange personnel in duty assignments in which direct hostilities 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 in the operations of the host unit. In the latter extraordinary circumstances, the host Service shall make every effort to remove exchange personnel from active participation in the hostilities.

7. *Administration and Control:*

The parent Service will provide administrative support and retain administrative control:

- a. Royal Navy personnel will be under the administration and control of the Commander, British Naval Staff, Washington, D.C.
- b. U. S. Coast Guard personnel will be under the administration and control of the Commander, Coast Guard Activities Europe, London.

8. *Discipline:*

Exchange personnel will comply with the regulations, orders, instructions, and customs of the host Service in so far 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. The respective Services shall cooperate in carrying out administrative or disciplinary action by parent Service against an offender. Disciplinary action shall not be taken by the host Service against exchange personnel.

9. *Security:*

a. Exchange personnel must abide by the security regulations of the host nation. British Royal Navy personnel may be authorized access to classified operational message traffic or other classified information provided they have been properly cleared for the category of information involved and have a clearly demonstrated need to know. Certain categories of information cannot be authorized for disclosure since release is either prohibited by law, national policy or is not within the prerogative of the Commandant of the Coast Guard. Authority to disclose information of this nature must be requested from the Commandant (G-OIS) on a case-by-case basis.

b. Commanding officers of Coast Guard units desiring access to classified information for their exchange personnel must obtain clearance accreditation from Commandant (G-PS-6) prior to granting such access. A complete listing of the information to which access is to be granted must also be forwarded with the request.

10. *Professional Proficiencies:*

While attached to a host Service under the provisions of this Agreement:

- a. Exchange personnel will be required to meet the professional proficiencies of the host Service;
- b. Minimum flight/professional aviation requirements of the parent Service will not apply during the period of exchange assignment; and
- c. Exchange aircrew will be qualified and designated in aircraft of the host Service in accordance with the regulations of the host Service.

11. *Leave:*

Exchange personnel may be granted leave in accordance with the regulations of the parent Service, provided such leave is approved by the proper authorities of the host Service. Upon termination of leave, U. S. Coast Guard personnel will forward a copy of the leave papers with departure and return times to the command exercising administrative control.

12. *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.

13. *Messing and Quarters:*

The host Service will 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.

14. *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. Coast Guard exchange personnel will forward their reports, by appropriate Service channels, through their Royal Navy commanding officer to Commandant (G-PO/42), U. S. Coast Guard;
- b. Royal Navy exchange personnel will forward their reports, by appropriate Service channels, through their U. S. Coast Guard commanding officer to the Commander, British Naval Staff, Washington, D.C.

15. *Fitness Reports/Personnel Evaluation Reports:*

a. The Royal Navy will prepare fitness reports on U. S. Coast Guard personnel in accordance with such directives and the applicable forms to be provided to the Royal Navy host unit by the Coast Guard personnel assigned under the terms of this Agreement.

b. The U. S. Coast Guard will render a confidential report utilizing an appropriate RN form on Royal Navy personnel as and when requested by the Royal Navy. When completed, the report will be sent to the Commander, British Naval Staff, Washington, D.C.

16. *Education of Dependents:*

Free education will be provided by the host government for children of exchange personnel in the same manner and to the same extent as such facilities are provided for children of personnel of the host service.

17. *Identification and Privilege Cards:*

Exchange personnel and their dependents residing in the host country shall be issued appropriate identification cards by the host Service. Exchange personnel and dependents shall be entitled to the privileges of exchange, commissary, clubs, and similar activities of the host Service.

18. *Equipment:*

Environmental equipment and clothing may be issued to exchange personnel on the same basis as issuance to personnel of the parent Service.

19. *Medical and Dental Care:*

a. Royal Navy exchange personnel and their dependents will be provided routine outpatient and inpatient medical care at Uniformed Services Medical Treatment Facilities. Royal Navy personnel will receive dental care at Uniformed Services Medical Treatment Facilities. Dependents of Royal Navy personnel will be entitled to the benefits of the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS).

b. U. S. Coast Guard exchange personnel and their dependents will be provided medical and dental care at British Uniformed Services Medical Treatment Facilities. USCG personnel and their dependents will be entitled to medical and dental care under the National Health Services program. Dependents of Coast guard personnel will be entitled to the benefits of the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS).

20. *Medals and Awards:*

Exchange personnel may be awarded medals and awards of the host Service in accordance with the regulations of that Service and with the prior approval of the parent Service.

21. *Financial Arrangements:*

The following financial arrangements shall govern the U. S. Coast Guard/Royal Navy Exchange Program:

- a. The parent Service will assume responsibility for the following compensation 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, except as specified in 21.b(4);
 - (2) Travel allowances and related expenses payable to exchange personnel;
 - (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 21.b(2) below;
 - (5) Burial and other expenses 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 and all related expenses incurred in initial assignment to first place of duty with the host Service; and
 - (8) Transportation, travel and all related expenses incurred by exchange personnel and their dependents on a parent Service-initiated relocation move during the exchange tour;
- b. Except for expenditures covered in 21.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 including per diem, allowances and expenses when travel is in the interest of the host country;
 - (2) Medical and dental treatment (excluding the provisions of dentures) available at Service hospitals and other Service units, as specified in 19.a and 19.b;
 - (3) Facilities to maintain professional proficiencies; and
 - (4) Moves of exchange personnel and their dependents during the exchange tour resulting from relocation of the exchange personnel, or a unit to which they have been assigned; at the direction of the host Service;
- c. The right of individual personnel to compensation for duty related expenses incurred while on exchange assignment will be in accordance with regulations of the host government;
- d. Expenses in connection with dependents of personnel exchanged will be borne by the Service liable for the corresponding costs in the case of the exchange personnel and will be in accordance with the regulations of the Service; and
- e. In all instances reimbursement of the individual will be effected initially by the parent government, with recovery from the host government where financial responsibility has been so designated in this Agreement.

22. *Effective Dates:*

This Memorandum of Agreement shall become effective when signed by duly authorized representatives of the Royal Navy and the United States Coast Guard.

23. *Amendments and Termination:*

This Memorandum of Agreement may be amended by written agreement between the parties thereof. It may be terminated by either party after six months' written notice has been given to the other party. Outstanding financial obligations of either party under Article 21 shall not be affected by termination of this Agreement.

[Signed]

For the Royal Navy
J. B. HERVEY, OBE
Rear Admiral Royal Navy
Commander British Navy Staff
Washington

Date: 29 August 1980

[Signed]

For the United States Coast Guard
J. P. STEWART
Rear Admiral, U. S. Coast Guards
Chief of Staff