

No. 26529

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

**Memorandum of Understanding concerning the shared use
of communications facilities in the northern Federal
Republic of Germany (with annexes). Signed on 11 May
and 2 June 1981**

Authentic text: English.

Registered by the United States of America on 27 April 1989.

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

**Mémorandum d'accord concernant la localisation et l'utili-
sation en commun d'installations de communications
dans le nord de la République fédérale d'Allemagne
(avec annexes). Signé les 11 mai et 2 juin 1981**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 27 avril 1989.

MEMORANDUM OF UNDERSTANDING¹ CONCERNING THE SHARED USE OF COMMUNICATIONS FACILITIES IN THE NORTHERN FEDERAL REPUBLIC OF GERMANY (FRG) (TERRESTRIAL RADIO SITE COLLOCATIONS IN FRG)

I. PURPOSE

This Memorandum of Understanding (MOU) establishes procedures and assigns responsibilities relative to the collocation of telecommunications resources by the Government of the United States of America (USG) and the Government of United Kingdom of Great Britain and Northern Ireland (HMG).

II. DEFINITIONS

DCS: The USG Defense Command and Control common user voice and data telecommunications system comprised of terrestrial and satellite microwave systems, digital and voice switching centres, and interconnecting lines.

STARRNET: HMG Static Radio Relay Network (STARRNET) provides command and control, common user voice and data telecommunications to British Forces Germany (BFG).

BFG TV: British Forces-Germany Television. A microwave TV distribution system operating in the 8 GHz range.

III. ORGANIZATION AND TECHNICAL RESPONSIBILITIES

For the purposes of this understanding the USG shall be represented within the Federal Republic of Germany (FRG) by United States Air Forces in Europe, Deputy Chief of Staff for Communications and Air Traffic Control (HQ USAFE/DC). HMG shall be represented by Ministry of Defence (Army), Signal Officer in Chief (Army) (SO in C (A)) for matters of policy and procurement and in the FRG by Commander 4 Signal Group (Comd 4 Sig Gp) for the in-service management of the defined BFG telecommunications systems. The following agencies are defined as the responsible communications authorities on behalf of their respective governments within the FRG:

- a. HQ 4 Sig Gp for the UK.
- b. HQ USAFE/DC for the US.

These communications authorities will act on behalf of their respective governments in executing the provisions of this MOU. The development of further technical and operational proposals and procedures (to include any required safety at work procedures) which result from this MOU will be accomplished through close liaison and consultation between these communications authorities.

IV. LIABILITY

Claims arising in the course of this joint understanding will be handled in accordance with Article VIII of the Agreement between the Parties to the North

¹ Came into force on 2 June 1981 by signature, in accordance with article XIV.

Atlantic Treaty regarding the status of their Forces, signed at London, June 19, 1951¹ (NATO SOFA).

V. OWNERSHIP

The ownership/control of facilities shall remain the same as currently established for the respective facilities. Change in ownership will require joint agreement by the signatories to this agreement.

VI. ACCESS/SECURITY

Access to all sites is restricted. Admittance to all sites will be as specified in individual annexes.

VII. SURVIVABILITY

Survivability enhancement will be a prime consideration on all collocation projects. Consideration will be given to specific enhancements for each site as addressed in the respective annexes.

VIII. SYSTEM RESTORATION

It is understood that in the event of system or facility failure, existing systems will be restored in accordance with the priorities listed in the site annexes.

IX. FINANCIAL

It is the intention of the USG and HMG that there be an "equivalence" between the parties of this agreement, and that every effort will be made to achieve a mutually beneficial agreement. Specific financial responsibilities for each location are included in the respective annexes.

X. SUPPLY AND USE OF INFORMATION

A. Each government will provide the other on request, subject to the rights of third parties, any information in its possession essential to the procurement, installation, operation, maintenance, or repair of equipment for the purpose of facilitating the implementation of this MOU and will authorize, as far as it has the right to do so, use of such information for said purpose. Such provision and authorization will be without cost to the other party, apart from the cost of reproduction of the information.

B. All information, classified and unclassified, released in pursuance of this MOU will be accepted, subject to the conditions that:

1. It is received in confidence,
2. It is used for the purposes of this MOU only,
3. The receiving Government will endeavor to ensure that the information is not dealt with in any manner likely to prejudice the rights of the owner thereof, including the right to obtain patent or other like protection thereof,
4. The material will be afforded substantially the same degree of security protection as that afforded by the supplying government.

XI. IMPLEMENTATION

A. Each annex to this MOU as listed in Annex A will be an implementation plan specifying the technical details necessary at each location to carry out this

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

MOU and describing the arrangements for the associated communications resources to be shared.

B. This MOU serves as authority for the responsible agencies of the USG and HMG to further develop, through documentation, the implementation actions of this MOU and its attached annexes.

C. Specific operation and maintenance responsibilities of all associated equipment to implement this MOU will be defined within each annex. These annexes will include, but not necessarily be limited to, the following:

1. Responsibilities for monitoring, operating and maintaining all equipment, grounds, buildings, tower and all other associated structures.
2. Responsibilities for electromagnetic compatibility and instructions to follow in the case of electromagnetic interference.
3. Responsibilities and instructions to follow in the case of incidents which clearly constitute a threat of imminent damage or injury to personnel or equipment.

XII. CHANGES/REVISIONS

A. An annual review of this MOU shall be made by both Governments represented by the agencies listed in paragraph III to determine if revisions are required.

B. Formal meetings shall be held on an as-required basis between the HMG and USG for the purpose of resolving any administrative or operational difficulties beyond the purview of this MOU.

C. Either party may initiate action to change this MOU. Changes in support requirements and responsibilities included in this MOU shall be accomplished by addenda to this MOU upon the mutual consent of both parties.

XIII. TERMINATION

Either party may initiate action to terminate this MOU. As much advance notice as possible but not less than one year will be given to terminate the MOU. Each government will be responsible for the removal of its own equipment and will bear its own cost resulting from the termination of this understanding.

XIV. EFFECTIVE DATE

This Understanding will enter into force upon signature by representatives of both authorities. In witness whereof the undersigned, being duly authorized by HMG and the USG, respectively, have signed this Understanding.

For the Government
of the United Kingdom of Great Britain
and Northern Ireland:

By Commander 4 Signal Group
(UK Communications Authority)

Signature: [Signed]

Name: A. D. LEWIS

Title: Colonel

Date signed: 11th May 1981

For the Government
of the United States
of America:

By US Air Forces Europe Deputy
Chief of Staff for Communications
and Air Traffic Control (US Com-
munications Authority)

Signature: [Signed]

Name: JOHN PAUL HYDE

Title: Brigadier General, USAF

Date signed: 2 June 1981

ANNEX A TO MOU FRG TERRESTRIAL RADIO AND COLLOCATIONS

LIST OF APPLICABLE ANNEXES

<i>Annex designator</i>	<i>Location</i>	<i>Authority</i>	<i>Effective date</i>
A	NA		
B	Roetgen		
C	Others to be determined		

ANNEX B TO MOU TERRESTRIAL RADIO SITE COLLOCATIONS IN FRG

STARRNET SITE ROETGEN

I. PURPOSE

This Annex to the basic Memorandum of Understanding establishes procedures, assigns responsibilities and establishes installation construction criteria relative to the collocation of telecommunications resources by the USG and HMG.

II. DEFINITIONS

(See Basic MOU).

III. ORGANIZATION AND TECHNICAL RESPONSIBILITY

A. HMG Operations and Maintenance Agency responsible for STARRNET site Roetgen is HQ 4 Signal Group (HQ 4 Sig Gp), Rheindahlen, JHQ Moenchen-Gladbach.

B. The US Air Force (USAF) Operations and Maintenance Agency responsible for the DCS installation at Roetgen is the 1945 Communications Group, Rhein Main Air Base.

C. The technical authority for STARRNET is CPA Royal Signals, Blandford Camp, Blandford Forum, Dorset, UK.

D. The technical authority for the DCS is DCA-Europe, Patch Barracks, Vaihingen, Germany.

IV. ACCESS/SECURITY

A. USG will provide a list of personnel requiring access to the site to 21 Signal Regiment, RAF Wildenrath and to Station Security Officer, RAF Wildenrath who share control of the Roetgen site. The list will contain name, security clearance, issuing authority and identifying document number.

B. USG shall be responsible for providing escorts as required for all personnel not cleared in accordance with paragraph A above who require access for the convenience of USG.

V. TECHNICAL RESPONSIBILITIES

A. HMG will

1. Permit USG to construct and operate a DCS microwave link at Roetgen. Other equipment may be installed at a later date subject to the agreement of both parties.

2. Continue to pay the cost of normal day-to-day maintenance and upkeep of the site, e.g., water, access routes, etc.

3. Make available to USG: Up to 15 KVA non-reimbursable back-up power at 220/380 VAC, three-phase 50 HZ with the following provisions:

a. Whenever possible notify the USG of tests, transfer and operation of back-up generators, but reserve the right to test, transfer and operate generators on a no-notice basis.

b. Not be liable for any interruptions or degradation of service due to back-up generator operation.

4. Make available building space to house USG power supply and microwave equipment.

5. Through 21 Signal Regiment direct any action necessary to resolve any incident which clearly constitutes a threat to personnel or equipment. HMG will not incur liability when such actions require removing USG equipment from service. The USG will be immediately informed of the nature of the incident.

B. The USG will:

1. Erect a new tower to agreed design specifications (to follow as Appendix 3* to this Annex). The tower will be stressed and designed for antennas and specifications listed at Appendix 1* to this Annex.

2. Provide and install on the new tower, at no expense to HMG, all equipment outlined in Appendix 1.

3. Provide one copy of the tower design package and the completed stress analysis to HMG.

4. Ensure that the construction of the new tower, installation of new antennas and waveguides, transfer of operation, and teardown of old facilities will be scheduled to assure an absolute minimum of down-time.

5. Remove the existing tower and return the site (with the exception of the concrete foundation) to its original condition after all existing facilities have been transferred to the new tower.

6. Coordinate final engineering details, including drawings, with HMG prior to installation of equipment and to allow HMG to inspect the installation of the antennas, waveguides, radio equipment, power system, grounding system, and all other ancillary equipment.

7. Ensure that the installation of USG equipment will not interfere mechanically or electromagnetically with other existing operational systems.

8. Be responsible for operating, monitoring, and maintaining USG equipment.

9. Obtain written agreement from the HMG prior to effecting any changes to the approved installation configuration or operation of USG equipment.

10. Repair damage from USG activities to roads, grounds, buildings, or fences.

11. Maintain the upkeep and cleanliness of the immediate area surrounding their work area.

12. Provide the access road and hardstanding, as shown in Appendix 4* to Annex B, for the use of both USG and HMG tactical vehicles.

13. Maintain the US provided tower, access road and hardstanding.

[VI.] FINANCIAL RESPONSIBILITIES

A. The USG will arrange at their expense a separate agreement with the commercial utility for the supply of commercial power.

B. The USG will bear all costs associated with the maintenance and operation of radio equipment, waveguide, antennas, ancillary equipment, the tower erected by the USG, access road and hardstanding belonging to the USG.

C. HMG will bear all cost associated with the maintenance of buildings, towers other than those erected by the USG (on site), and roads.

* Technical annex. Not part of the international agreement.

[VII.] RESTORATION

STARRNET and DCS are considered to be equivalent in restoration priority. To the maximum extent possible joint cooperation will be employed on all restoration actions.

A. Individual system restoration is ultimately the responsibility of the respective O&M agency.

B. HQ 4 Signal Group will act as the focal point to coordinate the restoration of all commercial and backup power sources.

[VIII.] CONFLICT RESOLUTION

Any conflicts regarding this Annex should be resolved at the lowest level possible. Any conflicts which cannot be resolved at the O&M agency level will be referred to the next higher echelon for resolution.
