



UNITED STATES MARINE CORPS
MARINE CORPS COMBAT DEVELOPMENT COMMAND
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MARINE CORPS COMBAT DEVELOPMENT COMMAND ORDER P4900.1

From: Commanding General
To: Distribution List

Subj: STANDING OPERATING PROCEDURES FOR INTERNATIONAL LIAISON
AND EXCHANGE OFFICERS (SOP FOR ILEO)

Encl: (1) LOCATOR SHEET

1. Purpose. To promulgate an SOP Manual for international liaison and exchange officers assigned to this Command.

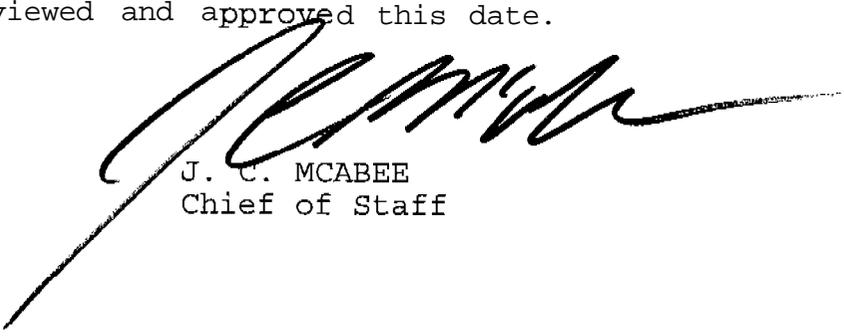
2. Information

a. For this purpose of this SOP, exchange officers consist of international officers assigned to the MCCDC under the Marine Corps Foreign Personnel Exchange Program or the Professional Military Exchange Program.

b. This Manual should be reviewed in its entirety as it consolidates the many programs and aspects of administration and logistical matters for international liaison and exchange officers aboard MCCDC. It can be used as a guide for sponsors of international officers and establishes standardization and uniformity for dealing with international officers from the various programs.

3. Recommendations. Recommendations concerning this SOP are invited. Forward such recommendations to the CG MCCDC (C 40) via the appropriate chain of command.

4. Certification. Reviewed and approved this date.


J. C. MCABEE
Chief of Staff

DISTRIBUTION: P43

LOCATOR SHEET

Subj: SOP FOR ILEO

Location: (Indicate the location(s) of the copy(ies) of this Manual.)

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CHAPTER 1

PROFESSIONAL MILITARY EDUCATION (PME) EXCHANGE PROGRAM

1000. GENERAL. PME exchanges are authorized by section 544 (Exchange Training) of the Foreign Assistance Act of 1961, chapter 5, part II. This act authorizes the President to provide for the attendance of foreign military personnel at PME institutions in the United States (other than service academies) without charge, if such attendance is part of an international agreement. It provides for student exchanges on a one-for-one, reciprocal basis each fiscal year between the two military services participating in the exchange. Implementation of the PME Exchange Program shall be conducted per SECNAVINST 4950.4.

1001. PME INSTITUTIONS. For the purpose of PME exchanges, the only PME institution applicable to the USMC is the Marine Corps Command and Staff College (CSC).

1002. PME EXCHANGE PERSONNEL. PME exchange personnel attending Marine Corps CSC are considered to be international military students (IMS). The administrative and disciplinary procedures for exchange personnel shall be administered per the contents contained in SECNAVINST 4950.4.

1003. ACCOMPANIMENT BY DEPENDENTS. Exchange personnel are encouraged to bring their dependents while attending the CSC.

1004. QUOTA ALLOCATIONS. PME exchanges will be made per existing guidelines for quota allocations. An exchange agreement will not guarantee a seat to the CSC. Each country will be considered in the prioritization process by the unified commands and HQMC with all other countries. Additional seats to the CSC will not normally be made available to accommodate the PME exchange.

1005. TIME CONSTRAINTS. PME exchanges must commence within the same U.S. fiscal year.

1006. COST CONSTRAINTS

1. Tuition costs shall not be charged to the parent country/service or to PME exchange personnel. All other costs shall be the responsibility of the parent country/service.

2. International Military Education and Training (IMET), Foreign Military Financing, or Foreign Military Sales (FMS) cash or credit funds will not be used for student support costs (e.g., transportation, housing, medical expenses, or living allowances) incurred in PME exchanges.

1007. RECIPROCAL AGREEMENTS. Agreements will be made by CMC (DC/SPP&O) in expectation of fulfillment on the part of both sponsoring and parent countries. If the parent country/service cannot send a student to the host country/service's school, a tuition charge will be assessed to the parent country/service. An example of a reciprocal agreement for PME exchanges is found at figure 1-1. [Note: These agreements are negotiated and signed at the CMC (DC/SPP&O) level]

1008. ACADEMIC MATTERS. All PME exchange personnel will be under the administrative supervision of the President, Marine Corps University (MCU). For all purposes except academic matters, PME exchange personnel will be administered and controlled as prescribed by the parent service.

1009. IDENTIFICATION CARDS. All PME exchange personnel and their dependents will be in possession of valid ID cards per the regulations of the parent service. Additionally, PME exchange personnel and their accompanying dependents will also be issued ID cards (DD Form 1173, Uniformed Services Identification and Privileges Card) by the USMC for the duration of the exchange per SECNAVINST 4950.4.

1010. RESPECT FOR UNITED STATES LAW. All PME exchange personnel and their dependents will respect the law of the United States and abstain from any activity inconsistent with the spirit of the exchange and from any political activity in the United States.

1011. DISENROLLMENT/RETURN. The CG MCCDC is authorized to disenroll PME exchange personnel from the CSC who do not meet the requirements, qualifications, and experience expected for the exchange. The parent country/service will be responsible for all expenses in connection with the return of exchange personnel who have been disenrolled from the CSC.

1012. ENTRY AND EXIT. All PME exchange personnel and their dependents will be in possession of appropriate documentation issued by the parent country and required by authorities of the United States Government for entry into and exit from the United States. This includes passports, visas, and Invitational Travel Orders (ITO).

1. It is the responsibility of the parent country to issue exchange students and their dependents the necessary passports and visas for entry into the United States. Exchange students and their dependents from North Atlantic Treaty Organization (NATO) countries are not required to have visas. Exchange students and their dependents from other than NATO countries must have "A-2" visas. Passports and visas must be valid for the entire duration of the stay. The Immigration and Naturalization Service (INS) Form I-94, which is received when entering the United States, is the documentation that governs the IMS's status in the United States. If the INS Form I-94 does not allow the exchange student enough time to complete training, action must be taken by the IMS Officer (IMSO) to have the date extended.

2. An ITO is required for all PME exchange personnel. The ITO is the basic document that provides recognition of the military status of exchange personnel. It is also the controlling document for authorized training terms, conditions, privileges, and for accounting purposes. The ITO provides guidance to the appropriate agencies to determine which support is payable. The PME exchange status will be noted in blocks 5 and 13. The Security Assistance Organization in the parent country is responsible for issuing the ITO.

1013. WEAPONS. The purchase or possession of weapons by PME exchange personnel and their dependents is governed by MCCDC regulations and the laws of Virginia. Exchange personnel and their dependents must be counseled by the MCCDC IMSO and the Provost Marshal on the purchase of weapons and should be provided with detailed statutory information and regulations governing the purchase of weapons. Additionally, the parent country may have restrictions on importing weapons. Exchange personnel should be advised to consult with their government representatives before purchasing weapons to take home.

1014. PURCHASE AND USE OF POWER-DRIVEN VEHICLES

1. Exchange personnel are encouraged to purchase an automobile while attending CSC. Those who want to purchase a motorized vehicle should first consult with the MCCDC IMSO before signing any purchase contract.

2. Exchange personnel and their dependents must comply with MCCDC, United States, and Virginia regulations for registration and operation of motorized vehicles and bicycles. They must also purchase and maintain public liability and property damage insurance in the amount required by law in the Commonwealth of Virginia.

3. Exchange personnel from countries that are parties to NATO Status of Forces Agreement (SOFA), Article IV, or to other international agreements may be entitled to use the civilian or military driver's license issued by their own countries; however, once exchange personnel establish a domicile in the Commonwealth, they must obtain a Virginia Driver's License. All exchange personnel and their dependents on A-2 visas must have State Department approval prior to obtaining a driver's license. The IMSO will coordinate obtaining this approval.

1015. DISCIPLINE

1. PME exchange personnel **are** subject to the jurisdiction of the U.S. courts, both State and Federal, unless they are exempted by treaty, or other specific authority, or have diplomatic immunity.

2. The NATO SOFA is the only SOFA that limits the jurisdiction of U.S. courts over members of foreign forces and their dependents in the United States. Under this agreement, both the United States and the NATO SOFA country concerned may, in some instances, exercise concurrent jurisdiction over members of the NATO SOFA country and their dependents who are present in the United States for official duty purposes. When the law of the NATO SOFA country only is violated, that country has the exclusive right to exercise jurisdiction. Article VII of the NATO SOFA sets forth the circumstances under which jurisdiction will be exercised by the respective countries. IMS's and their dependents from countries that have ratified this agreement will be accorded all rights guaranteed under this treaty. Questions on the jurisdictional status of PME exchange personnel or their dependents should be referred to the Office of the Staff Judge Advocate.

3. PME exchange personnel are not subject to the Uniform Code of Military Justice; however, they will be expected to comply with the lawful regulations, orders, instructions, and customs of the USMC insofar as they are appropriate and applicable under the circumstances, and consistent with the laws and regulations of the parent country.

4. PME exchange personnel who commit an offense against the military laws and regulations of either the parent service or the USMC may be disenrolled from the CSC. Disciplinary action will not be taken by the USMC against PME exchange personnel. The disenrollment of PME exchange personnel from the CSC will not affect the right of civil authorities of the United States or its political subdivisions to exercise criminal jurisdiction over such personnel. Authorities of the USMC will convey, on behalf of the parent service, any request for waiver of the right of such authorities to exercise jurisdiction over such personnel. Furthermore, authorities of the USMC will maintain close coordination with civil authorities of the United States or its

political subdivisions in such matters and will urge, upon request of the parent service, that sympathetic consideration be given to waiver requests where the parent service/country indicates such waiver to be of particular importance. The foregoing is without prejudice to the provisions of any applicable SOFA.

5. Consistent with paragraphs 1015.1 and 1015.2 above, exchange personnel are subject to the lawful commands of military personnel of the USMC who are senior in grade to them.

6. To the extent authorized by United States laws and regulations, the USMC will cooperate in the application of administrative or disciplinary action by the parent service against offending exchange students.

7. **PME** exchange officers and their dependents will not normally have diplomatic immunity. Those who believe themselves entitled to diplomatic immunity or other special status must have their claimed status verified by the Department of State, Office of Protocol.

1016. SECURITY

1. PME exchange personnel must comply at all times with security regulations of the United States and USMC. The handling of classified information will be subject to the security and disclosure policies of both countries and services concerned and applicable international agreements.

2. United States security and political screening of PME exchange personnel must be performed before the ITO is issued and before the exchange officer departs from his or her home country. The level of security clearance will be shown in item 10 of the ITO. One of the following statements will be selected on the ITO:

a. "U.S. security screening has been accomplished. All training will be conducted on an unclassified basis."

b. "U.S. security requirements have been complied with. The government of (home country) has granted the IMS a security clearance equivalent to U.S. (classification level) , This of itself does not permit the disclosure of classified U.S. information. Such disclosure must be specifically authorized by an official delegated authority, U.S. foreign disclosure regulations or directives."

1017. USE OF FACILITIES. PME exchange personnel and their authorized accompanying dependents in the United States are entitled to the same use of administrative, logistical, and commissary facilities that other security assistance-sponsored PME students are per SECNAVINST 4950.4.

1018. UNIFORM. PME exchange personnel will comply with the dress and grooming regulations of the parent service. The order of dress for any occasion will be that which most nearly conforms to the order for MCU. Customs of the USMC will be observed with respect to wearing of civilian clothing.

1019. LEAVE. PME exchange personnel may be granted leave according to their entitlements under the regulations of the parent service, provided such is approved by the parent service and coordinated with the President, MCU. PME exchange personnel may observe the holiday schedules of both parent service and the USMC.

1020. QUARTERS AND MESSING. The CG MCCDC may provide, if available, quarters and messing for PME exchange personnel per Marine Corps and MCCDC regulations. PME exchange personnel or their governments are responsible for paying charges made by the sponsoring service for quarters and messing, when provided, and for any attendant services provided by the USMC.

1021. HEALTH CARE SERVICES. To the extent authorized by governing laws and regulations, PME exchange students, and their dependent spouses and children residing with them are authorized health care services at U.S. military medical facilities. The provision of such care may be subject to reimbursement. NAVMEDCOMINST 6320.3 pertains.

1022. FINANCIAL RESPONSIBILITIES

1. The parent country or service and PME exchange personnel, as appropriate, are responsible, during the period of the exchange, for the following:

- a. Basic pay and cash allowances.
- b. All permanent change of station costs including per diem and other travel allowances, transportation, and storage costs.
- c. All temporary duty costs including per diem and other allowances when traveling and when such travel is directed by the parent country.

- d. Compensation for loss of or damage to the uniform or other personal equipment.
 - e. Cost of movement of dependents and household effects as authorized by the parent country.
 - f. Cost of housing and mess, to include authorized dependents.
 - g. Cost of preparation and shipment of remains and funeral expenses in event of death, to include authorized dependents.
 - h. Expenditure in connection with any special duty performed on behalf of the parent country.
 - i. Expenses incurred for authorized dependent travel.
 - j. Health care services for treatment, include authorized dependents when reimbursement is required under United States laws and regulations.
 - k. Cost of language training.
2. The U.S. Government is responsible during the exchange period for the basic cost of transportation and other travel allowances when temporary duty is directed by the sponsoring country.
 3. The parent country or service and PME exchange personnel, as appropriate, will be liable for all other services and expenses for PME exchange personnel, including any that are unconnected with the duties of the exchange.
 4. U.S. IMET and FMS case or credit funds **may** not be used to meet the financial responsibilities of the parent country or service.

1023. CLAIMS

1. Third party claims arising out of the activities of PME exchange personnel may be submitted to the parent service for settlement consistent with its authority under the laws and regulations of the parent country. Nevertheless, PME exchange personnel and their dependents will be required to obtain civilian liability insurance for their private motor vehicles per the applicable sponsoring country's laws and regulations, and first recourse shall be against any such insurance in cases of claims involving motor vehicles.
2. Neither service shall make any claim against the other for loss or damage to its property caused by military personnel of the other service in the execution of duties during the course of any exchange.

3. Neither service shall make any claim against the other for injury or death suffered by any member of its armed services while engaged in the performance of official duties during the course of any exchange.
4. Neither the USMC nor the U.S. Government shall be responsible for loss of or damage to personal property of PME exchange personnel and their dependents.
5. The foregoing is without prejudice to the provisions of an applicable SOFA.

1024. REPORTS AND EVALUATIONS

1. Reports that PME exchange personnel may be required to make by their own service or that they wish to make concerning their exchange duties will be submitted per parent service regulations.
2. Individual evaluation reports will be prepared and submitted per SECNAVINST 4950.4.

1025. PRIVILEGES AND EXEMPTIONS. To the extent authorized by the laws and regulations of the U.S. Government and by any applicable SOFA, the following privileges will be available to PME exchange personnel and their dependents:

1. Exemption from any tax by the U.S. Government upon income received from the parent country.
2. Exemption from customs, import duty, or similar taxes on articles brought into the United States in connection with official, personal, or family use, including baggage, household effects, and private motor vehicles.
3. Privileges at military commissaries, exchanges, theaters, and clubs on the same basis as U.S. Marines.
4. Medical and dental care as delineated in the specific Memorandum of Understanding between the U.S. Government and parent country.
5. Other privileges provided by any applicable SOFA or granted by the U.S. Government per its laws and regulations.

1026. DECORATIONS, AWARDS, OR INSIGNIA. Awards bestowed on PME exchange personnel by the USMC will be made per the regulations of the DON. The awards will not be accepted by the personnel concerned without the prior approval of the parent service.

1027. ENGLISH LANGUAGE COMPREHENSION LEVEL (ECL)

1. Requirements. The required ECL for the CSC is 80. Specialized English training is not required but is recommended. All IMS's who meet the minimum requirements for entering CSC will be sent directly to the school and are considered "direct entry students." Those who do not meet the minimum requirements should be programmed for the required language training at the Defense Language Institute, English Language Center at Lackland Air Force Base, Texas.

2. Testing. Direct entry students must be tested within 3 to 5 calendar days after their arrival at MCCDC. The IMSO for the MCU is assigned as the Test Control Officer for the English Language Test. The IMSO will supervise the administration of the CONUS course entry ECL Test per SECNAVINST 4950.4. Additionally, the IMSO will report all ECL deficiencies to the appropriate country program manager at CG MCCDC (C 38) by telephone and will retest within 2 to 3 working days using an alternate test form. If the IMS is still deficient, the President, MCU will make a recommendation to CG MCCDC (C 38) on the required action and disposition of the student.

1028. ADDITIONAL TRAINING FOR INTERNATIONAL MILITARY STUDENTS

WHILE AT MCCDC. The addition of extra lines of training for exchange personnel must have the concurrence of the parent service, the Security Assistance Office (SAO), the Unified Command associated with the member's country, and that country's program manager at MCCDC (C 38). Correspondence courses will not be provided to exchange personnel unless they are officially requested through appropriate security assistance channels. Requests from exchange personnel will be returned with a statement that only requests submitted through the SAO will be honored and given consideration. Additional training and/or correspondence courses are not considered a part of the PME exchange agreement and must be funded under an FMS case.

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**SAMPLE MEMORANDUM OF AGREEMENT ON THE
EXCHANGE OF PROFESSIONAL MILITARY EDUCATION (PME)
BETWEEN THE UNITED STATES (MILITARY SERVICE)
AND THE (COUNTRY MILITARY SERVICE)**

[**Note:** These agreements are negotiated and signed at the
CMC (DC/SPP&O) level]

ARTICLE I. GENERAL

The United States (Military Service) and the (Country Military Service) hereby formally establish a professional military education **(PME) exchange** program to provide for a reciprocal exchange of PME of comparable value between the two Services. This memorandum of **agreement (the memorandum) sets forth** the general terms and conditions by which the training, experience, professional knowledge, and doctrine of both parties are shared for maximum mutual benefit to the extent permissible under existing policies, laws, and regulations of the United States of America and (country). The PME exchange program is a one-for-one reciprocal exchange of fully qualified students, of equivalent qualifications, and is designed to strengthen bonds of friendship and understanding between the two countries.

ARTICLE II. DEFINITIONS

For the purpose of this memorandum, the following definitions apply:

1. Professional Military Education. Training provided by senior service schools and staff colleges. For the purposes of this agreement, this involves the United States Marine Corps Command and Staff College, and the Republic of (country) Army Command and Staff College.
2. Professional Military Education Exchange Student. Any individual on active duty with the parent service who is attending school in the sponsoring country pursuant to this exchange program.
3. Parent Service. The military service to which the PME exchange student belongs.
4. Sponsoring Service. The military service whose school the PME exchange student is attending pursuant to this exchange program.
5. Parent Country. The country, including its territories and possessions, to which the parent service belongs.
6. Sponsorins Country. The country, including its territories and possessions, to which the sponsoring service belongs.

Figure 1-1.--Sample Memorandum of Agreement for Exchange
of PME Between Countries.

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7. Dependent. A person present in the sponsoring country with the consent of the parent service and sponsoring service who is the spouse, minor child, or other relative who depends for support upon and is supported by a PME exchange student.
8. Reciprocal PME Exchange. PME of comparable value for the institutions outlined in paragraph 1 above commencing within the same United States fiscal year by means of a reciprocal one-for-one exchange of students between the parties.
9. Tuition Costs. All costs associated with instruction, tutorials, projects, study visits, and field exercises undertaken by the PME exchange student as part of the approved course program. Other costs, associated with training, such as students' meals, custodial fees for quarters, medical care, and transportation, are not included in tuition costs.

ARTICLE III. SPECIAL PROVISIONS

1. When an invitation to provide PME of comparable value has been offered and accepted by each of the parties concerned, a reciprocal PME exchange may then be conducted.
2. This agreement does not constitute a commitment on the part of either party to provide an annual quota(s) to the schools specified in article II, paragraph 1 above or their counterparts. An invitation to attend any school will be at the discretion of the sponsoring service per the established policies of the sponsoring country. The offer of an invitation will be conditioned upon a reciprocal invitation per paragraph 1 of this Article.
3. The details of the reciprocal PME exchange(s) for a particular academic year will be set forth in an appendix to this agreement and shall be considered a part of the agreement.

ARTICLE IV. SELECTION CRITERIA

1. The selection of PME exchange students will be on a highly selective basis from among qualified personnel of the parent service. The parent service will be solely responsible for the selection of its PME exchange personnel based on the criteria that students should:
 - a. Meet the school's prerequisites.
 - b. Have the school-required level of language comprehension.

Figure 1-1. --Sample Memorandum of Agreement for Exchange of PME Between Countries--Continued.

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ARTICLE V. ADMINISTRATION AND CONTROL

1. For all purposes except academic matters, PME exchange personnel will be administered and controlled as prescribed by the parent service:

a. U.S. PME exchange personnel in (country) will be under the administrative supervision of the (designated organization of parent service),

b. (Country) PME exchange personnel in the United States will be under the administrative supervision of the (designated organization of parent service or government).

2. With respect to academic matters, PME exchange personnel will be under the administrative supervision of the school commandant or equivalent.

ARTICLE VI. IDENTIFICATION

PME exchange personnel and their dependents will be in possession of valid identification per the regulations of the parent service. Additionally, PME exchange personnel and their accompanying dependents will also be issued military dependent (DD Form 1173, Uniformed Services Identification and Privileges Card) identification cards by the sponsoring service for the duration of the exchange.

ARTICLE VII. RESPECT FOR SPONSORING COUNTRY LAW

PME exchange personnel and their dependents will respect the law of the sponsoring country and abstain from any activity inconsistent with the spirit of this memorandum and from any political activity in the sponsoring country.

ARTICLE VIII. DISENROLLMENT/RETURN

The sponsoring service is authorized to disenroll PME exchange personnel from the program who do not meet the requirements, qualifications, and experience expected for the exchange. The determination and decision is at the sole discretion of the sponsoring service. The parent country/service will be responsible for all expenses in connection with the return of exchange personnel who have been disenrolled from the program.

Figure 1-1. --Sample Memorandum of Agreement for Exchange of PME Between Countries--Continued.

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ARTICLE IX. ENTRY AND EXIT

PME exchange personnel and their dependents will be in possession of appropriate documentation issued by the parent country and required by authorities of the sponsoring country for entry into and exit from the sponsoring country.

ARTICLE X. WEAPONS

1. PME exchange personnel will not import or carry personal weapons in the sponsoring country except when authorized by sponsoring country authorities and registered per applicable law.
2. Military weapons issued to PME exchange personnel by the parent service will be introduced into the sponsoring country only if authorized by the parent service and per sponsoring country law.

ARTICLE XI. DISCIPLINE

1. PME exchange personnel will comply with the lawful regulations, orders, instructions, and customs of the sponsoring service insofar as they are appropriate and applicable under the circumstances and consistent with the laws and regulations of the parent country.
2. PME exchange personnel who commit an offense against the military laws and regulations of either the parent or sponsoring service may be withdrawn from the PME exchange program with a view toward further administrative or disciplinary action by the parent service. Disciplinary action will not be taken by the sponsoring service against PME exchange personnel. The withdrawal of PME exchange personnel from the program will not affect the right of civil authorities of the sponsoring country or its political subdivisions to exercise criminal jurisdiction over such personnel. Authorities of the sponsoring service will convey, on behalf of the parent service, any requests for waiver of the right of such authorities to exercise jurisdiction over such personnel. Further, authorities of the sponsoring service will maintain close coordination with civil authorities of the sponsoring country or its political subdivisions in such matters and will urge, upon request of the parent service, that sympathetic consideration be given to waiver requests where the parent service/country indicates such waiver to be of particular importance. The foregoing is without prejudice to the provisions of an applicable status of forces agreement.

Figure 1-1. --Sample Memorandum of Agreement for Exchange of PME Between Countries--Continued.

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3. Consistent with paragraphs 1 and 2 of this Article, PME exchange personnel should extend normal military courtesy to military personnel of the sponsoring service who are superior in grade to them.

4. To the extent authorized by its laws and regulations, the sponsoring service will cooperate in the application of administrative or disciplinary action by the parent service against offending PME exchange personnel.

ARTICLE XII. SECURITY

PME exchange personnel must comply at all times with security regulations of the sponsoring service/country. The handling of classified information will be subject to the security and disclosure policies of both countries and services concerned and any applicable arrangements concluded between the two countries.

ARTICLE XIII. USE OF FACILITIES

1. (Country) PME exchange personnel and their authorized accompanying dependents in the United States will be entitled to the same use of administrative, logistical, and commissary facilities as are accorded to other security assistance sponsored PME students.

2. U.S. PME exchange personnel and their dependents will be entitled to the same use of administrative, logistical, and commissary facilities as other U.S. military personnel and their dependents stationed in the sponsoring country or attached to the U.S. diplomatic mission.

ARTICLE XIV. UNIFORM

PME exchange personnel will comply with the dress and grooming regulations of the parent service. The order of dress for any occasion will be that which most nearly conforms to the order of the particular unit of the sponsoring service to which they are attached. Customs of the sponsoring service will be observed with respect to wearing of civilian clothes.

Figure 1-1.--Sample Memorandum of Agreement for Exchange of PME Between Countries--Continued.

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ARTICLE XV. LEAVE

PME exchange personnel may be granted leave according to their entitlements under the regulations of the parent service, provided such is approved by the parent service and coordinated with the proper authorities of the sponsoring service. PME exchange personnel may observe the holiday schedules of both parent and sponsoring services per sponsoring service regulations.

ARTICLE XVI. QUARTERS AND MESSING

The sponsoring service may provide, if available, quarters and messing for PME exchange personnel per its own regulations. PME exchange personnel or their governments will be responsible for paying charges made by the sponsoring service for quarters and messing, when provided, and for any attendant services provided by the sponsoring service. In the event that the sponsoring service is unable to provide quarters, PME exchange personnel or the parent service are responsible for arranging and financing private accommodations.

ARTICLE XVII. MEDICAL AND DENTAL SERVICES

1. PME exchange personnel and their accompanying dependents will be granted access to military medical and dental services to the extent authorized by its governing laws and regulations. The provision of such care may be subject to reimbursement.
2. The parent service is responsible for ensuring that PME exchange personnel and their accompanying dependents are medically and dentally fit prior to commencing the exchange program.

ARTICLE XVIII. FINANCIAL RESPONSIBILITIES

The following financial responsibilities apply to this PME exchange program since only tuition costs for PME training will not be charged to the parent country/service or to PME exchange personnel.

Figure 1-1.--Sample Memorandum of Agreement for Exchange of PME Between Countries--Continued.

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1. The parent country/service and PME exchange personnel, as appropriate, will be responsible, during the period of the exchange, for the following:
 - a. **Basic** pay and cash allowances due PME exchange personnel.
 - b. All permanent change of station costs including per diem and other travel allowances and transportation (including leave travel) and storage costs.
 - c. All temporary duty costs including per diem and other allowances when traveling and when such travel is directed by the parent country.
 - d. Compensation for loss of, or damage to, the uniform or other personal equipment of PME exchange personnel.
 - e. Cost of movement of dependents and household effects of PME exchange personnel as authorized by the parent country.
 - f. Cost of housing and mess for PME exchange personnel and their dependents.
 - g. Cost of preparation and shipment of remains and funeral expenses in the event of death of PME exchange personnel or their dependents.
 - h. Expenditures in connection with any special duty performed on behalf of the parent country.
 - i. Expenses incurred in the interest of dependents permitted to accompany or join PME exchange personnel.
 - j. Medical and dental charges for treatment of PME exchange personnel or their dependents that require reimbursement under sponsoring country laws and regulations.
 - k. Cost of language training.
2. The sponsoring country is responsible during the exchange period for the basic cost of transportation and other travel allowances when temporary duty is directed by the sponsoring country.

Figure 1-1.--Sample Memorandum of Agreement for Exchange of PME Between Countries--Continued.

SOP FOR ILEO

3. The parent country/service and PME exchange personnel, as appropriate, will be liable for all other services and expenses for PME exchange personnel, including any which are unconnected with the duties of the exchange.
4. U.S. International Military Education and Training program funds, Military Assistance Program funds, or Foreign Military Sales cash or credit funds cannot be used to meet financial responsibilities of the parent country/service that are part of the PME exchange.

ARTICLE XIX. CLAIMS

1. Third party claims arising out of activities of PME exchange personnel may be submitted to the parent service for settlement consistent with its authority under the **laws** and regulations of the parent country, Notwithstanding the foregoing, PME exchange personnel and their dependents will be required to obtain civil liability insurance for their private motor vehicles per applicable sponsoring country laws and regulations, and first recourse will be had against any such insurance in the case of claims involving motor vehicles.
2. Neither service will make any claim against the other for loss or damage to its property caused by military personnel of the other service in the execution of their duties during the course of any exchange.
3. Neither service will make any claim against the other for injury or death suffered by any member of its armed services while engaged in the performance of official duty during the course of any exchange.
4. Neither the sponsoring service nor the sponsoring country will be responsible for loss of or damage to personal property of **PME** exchange personnel and their dependents.
5. The foregoing is without prejudice to the provisions of an applicable SOFA.

ARTICLE XX. REPORTS AND EVALUATIONS

1. Reports which PME exchange personnel may be required to make by their own service or which they wish to make concerning their exchange duties will be submitted per parent service regulations.

Figure 1-1. --Sample Memorandum of Agreement for Exchange of PME Between Countries--Continued.

SOP FOR ILEO

2. Individual evaluation reports will be prepared and submitted per sponsoring service regulations and procedures.

ARTICLE XXI. PRIVILEGES AND EXEMPTIONS

To the extent authorized by the laws and regulations of the sponsoring country, and in any event to the extent provided in an applicable status of forces agreement, the following privileges will be available to PME exchange personnel and their dependents:

1. Exemption from any tax by the sponsoring country upon income received from the parent country.
2. Exemption from any customs, import duty, or similar tax upon articles brought into the sponsoring country in connection with their official, personal, or family use, including their baggage, household effects, and private motor vehicles.
3. Privileges at military commissaries, exchanges, theaters, and clubs on the same basis as equivalent personnel of the sponsoring country.
4. Any other privilege provided by an applicable SOFA or granted by the sponsoring country under its laws and regulations.

ARTICLE XXII. DECORATIONS, AWARDS, OR INSIGNIA

Decorations, awards, or insignia bestowed on PME exchange personnel by the sponsoring service will be made per the regulations of the sponsoring service. These awards will not be accepted by the personnel concerned without the prior approval of the parent service.

ARTICLE XXIII. APPLICATION OF STATUS OF FORCES AGREEMENTS

The provisions of any agreement of general application between the sponsoring and parent country now or hereafter in effect regarding the status of parent country military personnel and their dependents present in the sponsoring country shall apply to PME exchange personnel and their dependents present in the sponsoring country.

Figure 1-1. --Sample Memorandum of Agreement for Exchange of PME Between Countries--Continued.

SOP FOR ILEO

ARTICLE XXIV. SETTLEMENT OF DISPUTES

Any disputes arising from the interpretation of this agreement will be resolved amicably and expeditiously by consultation or negotiation between the parties.

ARTICLE XXV. AMENDMENT AND REVIEW

This agreement may be amended in writing by mutual consent at the request of either party. The parties may mutually consent to its review at any time.

ARTICLE XXVI. DURATION

This agreement shall enter into force upon signature and shall remain in force for 10 years. It may be terminated by either signatory upon written notice to the other signatory at least 60 days prior to the effective school reporting date.

ARTICLE XXVII. NOTIFICATION

Each country must notify the other, 6 months prior to the effective school reporting date, of their intention to participate in the program and forward the name of the PME exchange personnel who will be participating.

For the (Country
Military Service):

For the United States
(Military Service):

(Signature)

(Signature)

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)

Figure 1-1.--Sample Memorandum of Agreement for Exchange of PME Between Countries--Continued.

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APPENDIX (NUMBER)
TO THE SAMPLE MEMORANDUM OF AGREEMENT
ON THE
EXCHANGE OF PROFESSIONAL MILITARY EDUCATION (PME)
BETWEEN
THE UNITED STATES (MILITARY SERVICE)
AND THE (COUNTRY MILITARY SERVICE)

[Note: This Annex is negotiated and signed at the CMC (DC/SPP&O) level.]

Pursuant to the terms and conditions of the Memorandum of Agreement (MOA) on the Exchange of PME between the U.S. (military service) and the (country military service), signed (date), the two parties hereby establish the details of the exchange for academic year 19(year)-19(year), which shall upon execution by both parties become a part of the aforementioned MOA.

SCHOOLS AND NUMBER OF STUDENTS INVOLVED:

1. In the United States (School), (number) students.
2. In (Country); (School), (number) students.

For the (Country
Military Service):

For the Unites States
(Military Service):

(Signature)

(Signature)

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)

Figure 1-2. --Sample Appendix to the Memorandum of Agreement
for the Exchange of PME Between Countries.

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CHAPTER 2

VISITS AND ASSIGNMENTS OF LIAISON OFFICERS

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CHAPTER 2

VISITS AND ASSIGNMENTS OF LIAISON OFFICERS

2000. GENERAL. The contents contained in DoDDir 5230.20 establishes the International Visits Program (IVP) and provides policy and delineates responsibilities governing visits by foreign representatives and assignment of foreign nationals to the DoD components. This directive applies to all arrangements whereby foreign representatives visit or are assigned to the DoD components or to facilities over which DoD components have security responsibility, to include foreign liaison officers.

2001. POLICY

1. DoD policy states that all visits and assignments of foreign representatives to the DoD components that will involve access to classified or controlled unclassified information, or will involve access to locations where **access** is controlled, shall be conducted under the IVP and per DoDDir 5230.20.
2. Visits by foreign representatives and assignments of liaison officers to MCCDC shall be arranged under the procedures for a one-time visit, a recurring visit, or an extended visit as described in DoDDir 5230.20. Authorization shall be valid for the duration of the program, assignment, or certification, subject to annual review and revalidation.
3. Visit authorizations shall not be used to circumvent export licensing requirements.
4. Visits shall be sponsored by the visitor's government. Requests for visits to MCCDC shall be submitted through the requesting government's **embassy** in Washington, DC to Navy International Programs Office (IPO) . **Navy** IPO will forward this request to CMC (C4I) and then to CG MCB (B 054) for approval. At MCCDC, the visit request should be staffed by the CG MCCDC (B 054) to the Director, Operations Division and other appropriate divisions. All costs are to be borne by the visitor or the visitor's government. All out-of-channel foreign visit requests received directly by members of MCCDC must be referred to CG MCB (B 054) for approval.
5. Access by foreign representatives to classified information shall be per DoDDir 5230.11 and DoDDir 5200.1-R.
6. Access by foreign representatives to controlled unclassified information shall be per DoDDir 5230.25 and DoDDir 5400.7.

7. A contact officer, or other experienced official, will be designated to control the activities of foreign visitors. The designated official will be familiar with this Manual, MCO 5510.16, and DoDDir 5230.11. The President, Marine Corps University will be the sponsor for **all** liaison officers. The Director, Operations Division will assign escort officers as necessary.
8. Training and/or education of foreign nationals is not authorized under the IVP. This includes correspondence courses; technical, educational, or information publications and media of all kinds; training aids; orientation; training exercises; and military advice to foreign military units and forces (including their military and civilian personnel).
9. All liaison personnel who are authorized unescorted access to DoD facilities shall be issued badges or passes that clearly identify them as foreign nationals per DoDDir 5230.20.

2002. INTERNATIONAL VISIT PROGRAM

1. Liaison officers are authorized under the IVP. An extended visit authorization permits a single visit by a foreign national for an extended period of time. Extended visit authorizations are to be used when a foreign national will be in continuous contact with a DoD component or a DoD contractor facility beyond 30 days.
2. A liaison officer is a foreign government official, either a military or civilian employee, who is certified by his/her government to act as a representative of that government to a DoD component, usually in connection with a bilateral or multinational program or project. The sponsoring foreign government must provide a statement affirming the individual's status as an official government representative. The legal status of the liaison officer (including privileges and immunities) and the responsibilities of the foreign government must be fully described in supporting documentation.
3. Classified information shall not be disclosed to a foreign liaison officer unless the appropriate designated disclosure authority (C4I for the Marine Corps, Navy IPO for the Navy) has provided a disclosure authorization per SECNAVINST 5510.34. Classified documentary information may not be transferred to a foreign national unless the security assurance specifically states that the individual may assume custody on behalf of the foreign government. A receipt must be obtained for classified information provided to foreign representatives, regardless of the classification level.

2003. CERTIFICATION OF FOREIGN GOVERNMENT LIAISON OFFICERS.

Certification of a foreign government liaison officer does not bestow diplomatic or other special privileges, even though certified liaison officers who also have attaché status may have diplomatic accreditation by the Department of State. Liaison officers' activities shall be limited to the representational responsibilities of their governments as described in the certification. Liaison officers shall not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government. Liaison officers may assume custody of releasable documentary information when authorized in writing by their governments. When operational requirements so dictate, strict reciprocity is not required for liaison officer assignments.

2004. ACCESS TO DOD FACILITIES. Foreign nationals may not have uncontrolled access to DOD facilities. Representatives of allied and friendly countries, usually attachés and liaison officers, may be authorized unescorted access to MCCDC facilities only as approved by the Base Security Manager. Before unescorted access to MCCDC may be authorized, all of the following conditions must be met:

1. The foreign government concerned extends commensurate reciprocal privileges to U.S. defense personnel.
2. The foreign national is sponsored by his or her government, the need for frequent access is justified, and the required security assurance is provided.
3. Security measures are in place to control access to information and sensitive areas within the facility.
4. Access is required for official purposes on a frequent basis, i.e., more than once per week.
5. A badge or pass is issued that identifies the bearer as a foreign national and that is valid for a specific facility during normal duty hours.
6. The badge or pass is displayed on the outer clothing so that it is clearly visible.
7. The request for issuance of the badge or pass must be in writing and describe how paragraph 1 through 5 above will be met.

2005, INVITATIONAL TRAVEL ORDERS

1. Invitational travel is the term applied to travel which may be authorized under 5 U.S.C. 5703 for individuals employed intermittently in their Government's service as consultants or

experts when they are acting in a capacity that is directly related to, or in connection with, official activities of the DoD. Travel allowances authorized for such persons are the same as those normally authorized for employees in connection with temporary duty. For the purposes of this Manual, invitational travel **may** be authorized in cases such as when it is considered in the interest of MCCDC to invite an individual to lecture, instruct, or give a demonstration at an activity in connection with a DoD operation or program. An example of an Invitational Travel Order (ITO) for a liaison officer is at figure 2-1.

2. Per MCBO 1320.2, only the CG MCCDC is authorized to sign ITO's described in paragraph 2005.1, above.

3. This ITO provides reciprocity for office space, utilities, and local phone services in return for services rendered to the CG MCCDC.

4. The ITO provides for cost of travel and per diem when the liaison officer travels at the request of and on behalf of the CG MCCDC.

5. All other costs associated with the performance of liaison officer duties on behalf of the visitor's government must be borne by the visitor's government.

2006. BILLETING AND MESSING. Foreign liaison officers may reside in U.S. Government housing on-board MCCDC on an as-available, reimbursable basis. Cost of billeting will be commensurate with the officer's grade.

2007. EXCHANGE, COMMISSARY, AND MWR ACTIVITIES. The CG MCCDC may grant MCCDC exchange, commissary, and MWR privileges, as outlined in the ITO.

2008. MEDICAL AND DENTAL SERVICES. Foreign Liaison Officers may receive medical and dental services **as** delineated in the specific Memorandum of Understanding between the U.S. Government and parent country.

2009. UNIFORMED SERVICES IDENTIFICATION AND PRIVILEGES CARD (DD FORM 1173), Foreign liaison officers are entitled to and will be issued a DD Form 1173, Uniformed Services Identification and Privileges Card (Dependents' ID Card).

SOP FOR ILEO

4900
c 40

Name: Grade/Name/Service of foreign officer

Address: Address of parent service of foreign officer

Travel Order Number: N/A

Date Approved:

You are invited to proceed from your duty station in sufficient time to arrive at the MCCDC, Quantico, Virginia not earlier than _____ and not later than _____ for the purpose of serving **as** a Special Advisor to the CG MCCDC, in support of the President, Marine Corps University, for a period of approximately 3 years. Upon completion of the mission, you will return to the point of origin.

The above is authorized with the understanding that you will not be entitled to travel and transportation allowances at U.S. Government expense in connection with these travel orders. If you do not desire to accept this authorization under the above conditions, this authorization is revoked and the orders **will be returned for** cancellation.

Additionally, you agree to comply with all applicable U.S. regulations and understand that the United States may cancel this assignment due to violations of U.S. law or other actions found otherwise unsatisfactory.

Address any inquiries regarding this travel order to CG MCCDC, Quantico, VA 22134-5001.

COMMANDING GENERAL

Figure 2-1. --Sample Invitational Travel Order.

SOP FOR ILEO

CHAPTER 3

MARINE CORPS FOREIGN PERSONNEL EXCHANGE PROGRAM (MCFPEP)

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SOP FOR ILEO

CHAPTER 3

MARINE CORPS FOREIGN PERSONNEL EXCHANGE PROGRAM (MCFPEP)

3000. GENERAL. MCO 5700.4 establishes policy and assigns responsibilities for program management, coordination, and administration of the exchange of USMC personnel and foreign military personnel under the MCFPEP.

1. The MCFPEP is conceived as a one-for-one exchange of officers and career designated SNCO's in support of U.S. interests. Nonreciprocal "exchanges" are not authorized under this program.
2. A service-to-service agreement (hereafter referred to as a Memorandum of Understanding (MOU)) will define the concept, details of administration and compensation, and establish the personnel prerequisites for exchange positions. The CMC (MPP-50) will be responsible for drafting and negotiating the MOU. An example of such an MOU is contained in figure 3-1.
3. Exchange personnel are assigned billets within authorized manpower requirements and are given assignments commensurate with their grade and qualifications.
4. The MCFPEP is separate and distinct from the Professional Military Education Exchange Program and the International Visitor Program.
5. DoD policy requires that only the MCFPEP program be used for assignments of foreign representatives to USMC commands where such officers will perform functions for the host DoD organization. In addition, such personnel may not serve in a dual capacity under the MCFPEP and as a liaison officer.

3001. RESPONSIBILITIES

1. As outlined in MCO 5700.4, the CMC (MP) is responsible for the overall administration of the MCFPEP.
2. The CG MCCDC has designated the President, Marine Corps University as the host command sponsor of all foreign exchange personnel assigned to MCCDC. General guidance and responsibilities for the host command sponsor are outlined in MCO 5700.4.
3. Service-to-service agreements are international agreements and must be negotiated, reviewed, and executed per applicable statutes and DoD and DON directives. Uni-service agreements (those affecting only the USMC or the Navy) require a delegation of authority and approval from the Secretary of the Navy to the CMC before negotiations commence.

3002. TRAINING. Current legislation prohibits U.S. training of foreign personnel except on a reimbursable basis. The parent foreign military service is responsible for ensuring that nominated personnel are fully qualified (trained) prior to the exchange assignment.

3003. FINANCIAL ARRANGEMENTS

1. The pay and allowances of foreign military exchange personnel will be paid per the applicable MOU.
2. The cost of PCS transportation of foreign military exchange personnel to their place of duty and return will be the responsibility of their parent military service.
3. Costs for non-PCS travel, including per diem, when incurred on matters pertaining solely to the parent military service will be funded by the parent military service.
4. The right of individuals to other compensation for expenses incurred while on exchange assignments will be per the applicable MOU.
5. Travel costs, including per diem, for duties performed on behalf of the Marine Corps host command will be defrayed per the applicable MOU.
6. Expenses of the dependents of personnel on exchange assignments will be borne per regulations of the parent military service and the appropriate MOU.
7. In general, meals are to be furnished to foreign personnel on a cash sale basis. Charges normally will be made on the same basis as they would be for U.S. personnel. Instructions on accounting for foreign personnel are covered in MCO P10110.14, Food Service and Subsistence Management Manual.

3004. HOUSING. Foreign exchange personnel will be offered Government quarters on an as-available, reimbursable basis.

3005. MEDICAL. Foreign military exchange personnel in the MCFPEP and their dependents in the U.S. will be afforded similar medical entitlements from uniformed services medical treatment facilities as are Marines and their dependents, except as modified in the applicable MOU. NAVMEDCOMINST 6320.3 pertains.

3006. UNIFORMS. The uniform of the day will be that prescribed by the CG MCCDC. However, differences in uniform requirements will be considered when prescribing uniform regulations.

3007. DISCIPLINE, COMMAND, AND RESPONSIBILITY

1. Foreign military exchange personnel on duty with the USMC will at all times remain subject to the regulations of their own military service or government. They will not be subject to disciplinary action under the Uniform Code of Military Justice.
2. Exchange personnel will not exercise disciplinary powers, except **as** specified by separate authority, over other exchange personnel of their parent military service.
3. Duties and responsibilities may place exchange personnel in positions having executive authority. They should not, however, be assigned duties having responsibilities at or above the executive officer level, except as may be granted in special circumstances by the CMC (MP). In no case may foreign personnel on duty with the USMC be assigned duties as commanding officers of Marine Corps commands.
4. Exchange personnel will not be designated to represent the host military service in conferences involving a third country.
5. Exchange personnel who commit offenses under the laws of either the parent country or the U.S., or the regulations of either the parent service or the Marine Corps, during the exchange assignment may be withdrawn from the assignment.

3008. EXCHANGE OF INFORMATION AND SECURITY

1. Foreign military exchange personnel will normally be authorized by the Marine Corps host command to have access to classified information necessary for the accomplishment of their duties and responsibilities. Disclosure will be within the security clearance granted to participants by their parent military service and subject to the security directives and authorizations of the CMC (CI). Disclosure authorization for each exchange member is valid only at the Marine Corps host command and its subordinate commands.
2. Authorizations to disclose classified information to foreign exchange personnel will be provided to the CG MCB (B 054) by CMC (CI) according to the policies contained in SECNAVINST 5510.48. This authorization is dependent upon review of a current billet description and should be received in advance of the exchange member's arrival on station. If an authorization is not received prior to the arrival of the exchange individual, or if questions arise concerning the issued authorization, the CMC (CI) should be consulted.

3. No classified documents containing military information **are** to be released to foreign exchange personnel for retention or forwarded to the parent government, except as may be specifically authorized by CMC (CI). This does not preclude the use of authorized documents by the individual in the performance of assigned duties.

4. Concurrent with the nominations of personnel under this program, the Marine Corps host command will be notified by CMC (CI) of the type and/or class of security clearance held by each foreign military exchange member.

SOP FOR ILEO

SAMPLE MEMORANDUM OF UNDERSTANDING ON THE EXCHANGE OF SERVICE PERSONNEL BETWEEN THE UNITED STATES NAVY AND UNITED STATES MARINE CORPS AND THE ROYAL NAVY, AND THE ROYAL MARINES AND ON GENERAL CONDITIONS WHICH WILL APPLY TO THE EXCHANGE OF SUCH PERSONNEL

1. The United States **Navy** and United States Marine Corps Exchange Program with the Royal Navy and the Royal Marines has been established for the purpose of providing a system of mutual exchange of service personnel between those services of the two countries. It is designed to establish an active relationship between the U.S. Navy and Marine Corps, and the Royal Navy and the Royal Marine Corps by which the experience, professional knowledge, and doctrine of the services are shared to the maximum extent permissible under existing policies of the United States and the United Kingdom.
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, 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 2 years. Any time required by the parent service for a formal course of instruction (prior to assignment) will be in addition to the normal tour. Any instruction required by the host service will be accomplished during the normal tour of duty. Exceptions and/or adjustments of individual tours will be based on mutual agreement between the participating services.
4. Number of Military Personnel to be Exchanged. The number of personnel to be exchanged at any one time will be as agreed between the Ministry of Defense (Navy), the Chief of Naval operations, and the Commandant of the Marine Corps.
5. Duties. Exchange personnel will be assigned duties by the host service which are agreeable to the parent service. Such personnel should function fully as a member of the unit to which they are assigned. 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 or in operations with which the parent Government may not wish to be associated.
6. Administration and Control. Exchange personnel will be administered and controlled as prescribed by the parent services:

Figure 3-1. --Sample Memorandum of Understanding on the Exchange of Service Personnel.

SOP FOR ILEO

a. U.S. Navy personnel on exchange duty with the Royal Navy or Royal Marines will be under the administration and control of the U.S. Naval Attaché, London, England.

b. U.S. Marine Corps personnel on exchange duty with the Royal Navy or Royal Marines will be under the administrative control of Commanding Officer, Marine Barracks, U.S. Naval Activity, London, UK.

c. Royal Navy and Royal Marines personnel on exchange duty with U.S. Navy and U.S. Marine Corps will be under the administration and control of the Commander, British Navy Staff, Washington, DC.

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 subject to the commands of officers senior to them in rank in the host service. Personnel committing an offense under the laws of either the parent or the host services 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 whenever possible in the carrying-out of administrative or disciplinary action against the offender by the parent service.

8. Confidential Personal Assessments. Confidential reports on exchange personnel will be prepared in the form requested by the parent service.

9. Professional Proficiencies. The host service will provide necessary facilities, wherever practicable, so that the exchange personnel may maintain their professional proficiencies in accordance with the regulations of the parent service.

10. Leave. Exchange personnel may be granted leave in accordance with regulations of the parent service, provided such leave is also approved by the proper authorities of the host service.

11. Messing and Quarters. The host service may provide family type or single quarters for exchange personnel, if available, on the **same** basis and to the **same** extent that it provides for its own personnel. In any case, the host service will render all practical assistance in locating and obtaining suitable housing for exchange personnel. Financial arrangements for messing and quarters are specified in paragraph 17.

12. Uniform Regulations. 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

Figure 3-1.--Sample Memorandum of Understanding on the Exchange of Service Personnel--Continued.

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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. Security. The parent service will supply certification of security clearance for the level of classified access required by the exchange personnel's position. Upon receipt of certification, the host service may authorize exchange personnel access to such classified information considered essential for the performance of exchange personnel duties. Once granted access, exchange personnel must comply at all times with the security regulations of the United States Marine Corps. Exchange personnel may be required to submit reports to their parent services during their exchange tours. All such reports must be given the security classification appropriate to the content, and in no case lower than the document's existing classification. Documents containing military information, classified or unclassified, other than personal records pertaining to the individual's parent service, shall not be permanently retained by exchange personnel. Exchange personnel may, however, request that documents pertaining to their duties, that they consider useful to their parent service, be passed to their parent service. such requests must be processed through the exchange officer's United States Marine Corps commanding officer. The commanding officer will forward the request, together with the documents concerned, through appropriate channels, to the activity possessing final approval authority. If the request is approved, the documents will be passed through appropriate channels to the exchange officer's parent service. This procedure is designed to avoid:

a. Any inaccurate or misleading information being passed to the parent service; and

b. Embarrassment with third countries through the possible release of classified information without the agreement of the United States and/or third country.

14. Disclosure of Information

a. Information provided by either Government to the other in confidence, and such information produced by either Government pursuant to this MOU requiring confidentiality, will either retain original classification or be assigned a classification that will ensure a degree of protection against disclosure equivalent to that required by the other Government.

b. Each Government will take all lawful steps available to it to keep free from disclosure under any legislative provision without the consent of the other Government information exchanged in confidence under this MOU.

Figure 3-1.--Sample Memorandum of Understanding on the Exchange of Service Personnel--Continued.

SOP FOR ILEO

c. To assist in providing the desired protection, each Government will mark such information furnished to the other in confidence with a legend indicating the country of origin, the security classification, the conditions of release, that the information relates to this MOU and that it is furnished in confidence.

15. Security Relations. Exchange personnel must comply at all times with the security regulations of the host service. Any documents obtained from the host service, whether classified or unclassified, which exchange personnel wish to send to their national authorities, may be forwarded only through the official channels of the host service.

16. Financial Arrangements. The U.S. Navy, the U.S. Marine Corps, and the Royal Navy and the Royal Marines have established the following financial arrangements for the U.S. **Navy** and U.S. Marine Corps/Royal Navy and Royal Marines Personnel Exchange Program:

a. With the exception of the items for which the host service is assigned responsibility by subparagraph 16b below, the parent service will, with respect to exchange personnel and their dependents and personal property, retain responsibility throughout the period of exchange for all pay, allowances, services, benefits, indemnities, reimbursements, and other particulars for which the parent service is financially responsible under the laws and regulations governing the service.

b. The host service will provide the following for exchange personnel and their dependents, and assume charges therefore, per the laws and regulations governing that service:

(1) Instruction/training directly associated with the exchange post and accomplished during the normal tour of duty.

(2) Training facilities directly associated with the exchange personnel to maintain their professional proficiencies per the regulations of their parent service but only insofar as these facilities relate directly to fulfilling the exchange appointment.

(3) For travel of the exchange personnel in connection with their performance of duty or temporary duty directed by the host service: transportation costs; reimbursement of actual lodging and subsistence expenses or per diem allowances in lieu thereof, and payment of other appropriate allowances and expenses. The standard of accommodations authorized, the items and limits of expenses reimbursable, the types and rates of allowances payable, and the nature and measure of other services allowable relative to such travel of the exchange personnel shall be the equivalent of the

Figure 3-1.--Sample Memorandum of Understanding on the Exchange of Service Personnel--Continued.

SOP FOR ILEO

entitlements that the pertinent laws and regulations governing the host service would afford to the personnel of the host service under like conditions.

(4) Incident to relocation of exchange personnel on a permanent basis from one duty station to another involving a change of locality, by order of the host service: transportation in kind, allowances in lieu thereof, or reimbursement of actual transportation costs for the travel of the exchange personnel and their dependents; shipment of their household effects or reimbursement or allowances for personally-procured shipping services; and payment of other allowances and expenses or indemnification associated with the transfer, as appropriate. All services, allowances, and reimbursements for the exchange personnel under this provision shall be equal in number, nature, and amount to the benefits that the personnel of the host service would receive under its pertinent laws and regulations incident to relocation involving the same circumstances.

(5) Medical and dental care for exchange personnel and their dependents on the same basis that the host service provides such care for its own personnel and their dependents. The cost of any treatment beyond the capability of the hospitals and facilities of the host service and outside the authority of the host service to expend funds for services in a civilian facility may be defrayed by the parent service to the extent authorized by its regulations. Such cost must be otherwise borne by the exchange personnel concerned.

(6) Travel expenses and per diem allowances for professional (as opposed to service) functions approved by the host commanding officers. U.S. Navy and U.S. Marine Corps exchange personnel serving with the Royal Navy and the Royal Marines shall obtain permission from their respective services in advance of attendance at professional functions, if they desire compensation or reimbursement for travel expenses and per diem allowances.

c. Exchange personnel who are furnished a cash allowance for subsistence or rations by the parent service and who utilize messing facilities provided by the host service will adhere to the cash sale procedures prescribed for personnel of the host service, but in no event will exchange personnel be required to purchase meals, if members of the host service are not also subject to the purchase requirement or not subject to loss of ration allowance.

d. Charges for Quarters. Any charges for public quarters provided exchange personnel pursuant to paragraph 11 above, including charges assessed for certain personal services, such as laundry and linen services, will be billed by the host service directly to the exchange personnel concerned.

Figure 3-1. --Sample Memorandum of Understanding on the Exchange of Service Personnel--Continued.

SOP FOR ILEO

e. Where the nature of host service responsibility assigned by subparagraph b above is such that its administration involves disbursements to exchange personnel, the following procedures apply:

(1) Exchange personnel of the U.S. Navy and the U.S. Marine Corps will submit their claims, both advances and for settlement, to the U.S. Naval Attaché, London, England, and to the Commanding Officer, Marine Barracks, U.S. Naval Activity, London, England, respectively. Each claim for settlement will include an endorsement from the claimant's Royal **Navy** or Royal Marines commanding officer stating the amount that would be allowable on the claim, if it were payable under **laws** and regulations applicable to members of the Royal **Navy** or Royal Marines. Payment to the claimant will be the responsibility of the U.S. Navy or the U.S. Marine Corps, **as** appropriate. The Royal Navy or the Royal Marines will reimburse the Chief of Naval Operations or the Commandant of the Marine Corps the amount paid on each claim by the U.S. Navy or the U.S. Marine Corps, respectively, under the provisions of this subparagraph or the amount stated in the endorsement of the Royal Navy or the Royal Marines commanding officer accompanying each claim, whichever is the lesser. Accounts between the services will be settled annually.

(2) Compensation or any reimbursement under this agreement to which exchange personnel of the Royal Navy or the Royal Marines may be entitled and for which the U.S. Navy or the U.S. Marine Corps **may** be responsible will be paid by the U.S. Navy or the U.S. Marine Corps directly to the Royal Navy or the Royal Marines personnel concerned.

17. Reports

a. Periodic or other reports for exchange personnel that may be required by their own service or which they desire to make concerning their exchange duties will be submitted as follows:

(1) Royal **Navy** or Royal Marines exchange personnel will forward their reports by appropriate service channels, through their U.S. Navy or U.S. Marine Corps commanding officer and the Chief of Naval Operations or the Commandant of the Marine Corps to the Commander, British Navy Staff, Washington, who will transmit such reports to the appropriate authorities of his country.

(2) U.S. **Navy** or U.S. Marine Corps Exchange Personnel will forward their reports by appropriate service channels, through their Royal **Navy** or Royal Marines commanding officer and Ministry of Defense (Navy) to the United States Naval Attaché, London, who will transmit such reports to the appropriate authorities of his country.

b. The transmission channel in the host country is subject to the security provision set forth in paragraph 13.

Figure 3-1.--Sample Memorandum of Understanding on the Exchange of Service Personnel--Continued.

SOP FOR ILEO

18. Service Sponsors. Each host service will appoint representatives (to be known as service sponsors) who will provide exchange personnel with assistance and advice. Additionally, the sponsor shall ensure that exchange personnel become familiarized with the customs and any special conditions to be observed in the host country. Service sponsors should have the same rank or rate as the exchange personnel concerned.

19. Education. Free education should 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.

20. Status. The status of exchange personnel and their dependents while in the territory of the host **state** shall be governed by the "NATO Status of Forces Agreement" (dated 19 June 1951) and any amendments thereto.

21. Any disagreement regarding the interpretation or application of this MOU will be resolved by consultation between the Governments concerned and will not be referred to an international tribunal or third party for settlement.

22. This Memorandum will take effect on the day of signature.

23. This Memorandum may be terminated in writing by either the Royal Navy, Royal Marines, United States Navy, or the United States Marine Corps subject to 6 months prior notice being given. Termination by a participating service will not affect the continuing validity of the Memorandum with respect to the remaining participating services.