

MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL MINISTRY OF DEFENCE
OF
THE REPUBLIC OF AUSTRIA
AND
THE
DEPARTMENT OF DEFENSE
OF
THE UNITED STATES OF AMERICA
AS REPRESENTED BY THE JOINT STAFF
REGARDING THE ASSIGNMENT OF AUSTRIAN MOD LIAISON OFFICERS
TO THE JOINT STAFF

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PREAMBLE

The Federal Ministry of Defence (MOD) of the Republic of Austria and the Department of Defense (DoD) of the United States of America (U.S.), as represented by the Joint Staff, (each referred to herein individually as a "Party" and together as the "Parties");

Recognizing the Agreement Among the Parties to the North Atlantic Treaty and Other States Participating in the Partnership for Peace Regarding the Status of Their Forces, which opened for signature at Brussels June 19, 1995, and entered into force January 13, 1996 (for the United States of America) (PfP SOFA);

Agree to the following terms and conditions regarding the non-reciprocal assignment of Austrian MOD Liaison Officers to the Joint Staff.

ARTICLE I DEFINITIONS

In addition to any terms defined in other provisions of this Memorandum of Agreement (MOA), the following terms shall have the following meanings when used herein:

- 1.1. "Classified Information" shall mean information that is generated by or for the Government of the Republic of Austria or the Government of the United States of America or that is under the jurisdiction or control of one of them, and that requires protection in the interests of national security and is so designated by the application of a security classification marking. The information may be oral, visual, magnetic, or documentary form, or in the form of equipment or technology.
- 1.2. "Contact Officer" shall mean a U.S. DoD official designated, in writing, to oversee and control all contacts, requests for information, consultations, access, and other activities of Austrian MOD Liaison Officers who are assigned to, or are visiting, the Joint Staff.
- 1.3. "Controlled Unclassified Information" (CUI) shall mean unclassified information to which access or distribution limitations have been applied in accordance with national laws and regulations. It includes information that is exempt from public disclosure or that is subject to export controls.
- 1.4. "Host Government" shall mean the U.S. Government.
- 1.5. "Host Party" shall mean the U.S. DoD, as represented by the Joint Staff.
- 1.6. "International Visits Program" (IVP) shall mean the program established to process visits by, and assignments of, foreign representatives to U.S. DoD Components and U.S. DoD contractor facilities. It is designed to ensure that Classified Information and CUI to be disclosed

to foreign nationals has been properly authorized for disclosure to their governments; that the requesting foreign government provides a security assurance on such foreign nationals and their sponsoring organization or firm, when Classified Information is involved in the visit or assignment; and that administrative arrangements (e.g., date, time, and place) for the visit or assignment are provided.

1.7. "Liaison Officer" shall mean a military member or civilian employee of the Parent Party who, upon approval of or certification by the Host Party or Host Government, is authorized by the Parent Party to act as its official representative in connection with programs, projects, or subjects of interest to the Parties' Governments.

1.8. "Parent Government" shall mean the national Government of the Republic of Austria.

1.9. "Parent Party" shall mean the Austrian MOD.

1.10. "Security Assurance" shall mean a written confirmation, requested by and exchanged between governments, that contains the following elements: verification of the personnel security clearance level of the providing government's citizens or nationals; a statement by a responsible official of the providing government that the recipient of the information is approved by the government for access to information of the security classification involved on behalf of the government; and an obligation that the government shall ensure compliance with any security agreements or other security requirements specified by either government.

ARTICLE II SCOPE

2.1. During the term of this MOA, subject to the agreement of the Parties, the Parent Party may assign military members or civilian employees of its armed forces to serve as Liaison Officers to the Host Party in accordance with the terms of this MOA. Each Liaison Officer may only be assigned to the Host Party's command or organization set out in his or her assignment description, which is based on the format specified at Annex B (Assignment Description Format for Austrian Federal Ministry of Defence Liaison Officer Assignments With the Joint Staff) to this MOA.

2.2. The establishment of each Liaison Officer assignment under this MOA shall be based upon the demonstrated need for, and the mutual benefit of, this assignment to the Parties. Once established, each Liaison Officer assignment shall be subject to periodic review by either Party to ensure that the assignment continues to be required by, and is of mutual benefit to, the Parties. The Parties agree that a Liaison Officer assignment no longer required by, or of mutual benefit to, either Party shall be subject to elimination.

2.3. Commencement of such an assignment by the Parent Party shall be subject to any requirements that may be imposed by the Host Party or the Host Government regarding formal

certification or approval of Liaison Officers. Liaison Officers to be assigned by the Parent Party to locations in the United States pursuant to this MOA shall be processed pursuant to the IVP, as defined in paragraph 1.6. of this MOA.

2.4. Unless otherwise agreed, the normal tour of duty for a Liaison Officer shall be thirty-six (36) months.

2.5. An individual may serve as a Liaison Officer with one command or organization of the Host Party at any point in time, in accordance with the assignment description, which is based on the format at Annex B (Assignment Description Format for Austrian Federal Ministry of Defence Liaison Officer Assignments With the Joint Staff) to this MOA.

ARTICLE III DUTIES AND ACTIVITIES

3.1. Each Liaison Officer shall represent the Parent Party to the Host Party. Each Liaison Officer shall not perform duties reserved by the laws or regulations of the Host Government to officers or employees of the Host Government, nor shall a Liaison Officer provide any labor or services to the Host Government or any of its agencies, including the Host Party.

3.2. Each Liaison Officer shall be required to comply with all applicable Host Government policies, procedures, laws, and regulations. The Host Party shall assign a Contact Officer to provide guidance to the Liaison Officer concerning policies, procedures, laws, and regulations of the Host Party, and to arrange for activities consistent with such requirements and the purposes of this MOA.

3.3. Each Liaison Officer may request access to Host Party facilities by submitting a request to the Contact Officer. Access to Host Party facilities may be granted if such access promotes the purposes of this MOA, is consistent with the terms of any applicable certification or approval issued by the Host Government, and is permitted under the applicable policies, procedures, laws, and regulations of the Host Government. Approval of such requests shall be at the discretion of the Host Party. Any request for access that exceeds the terms of an applicable certification or approval shall be submitted through the Contact Officer.

3.4. Liaison Officers shall not be granted access to technical data or other information of the Host Party, whether or not classified, except as authorized by the Host Party, and only to the extent necessary to fulfill the Liaison Officer's functions hereunder.

3.5. All information to which a Liaison Officer is granted access while serving as a Liaison Officer to the Host Party shall be treated as information provided in confidence to the Parent Government and shall not be further released or disclosed by the Liaison Officer to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to a Liaison Officer shall not be deemed to be a license

or authorization to use such information for any purpose other than the purposes described in Article II (Scope) of this MOA.

3.6. Each Liaison Officer shall not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so in writing by both the Host Party and the Parent Party.

3.7. The Host Party shall not place or keep a Liaison Officer in duty assignments in which direct hostilities are likely to occur or have commenced, unless approved, in writing, by the Parent Party and Host Party.

3.8. Each Liaison Officer shall be required to comply with the dress regulations of the Parent Party but, if requested by the Host Party, shall also wear such identification necessary to identify the Liaison Officer's nationality, rank, and status as a Liaison Officer. The order of dress for any occasion shall be that which most closely conforms to the order of dress for the particular organization of the Host Party where the Liaison Officer is located. Each Liaison Officer shall be required to comply with the customs and practices of the Host Party with respect to the wearing of civilian clothing.

3.9. Prior to the commencement of a Liaison Officer's tour, the Parent Party shall notify the Host Party of the specific Parent Party organization that shall exercise operational control over the Liaison Officer and, if different, the Parent Party organization that shall provide administrative support to the Liaison Officer and the Liaison Officer's dependents.

3.10. At the end of a Liaison Officer's tour, or as otherwise agreed by the Parties, the Parent Party may, subject to the provisions of paragraph 2.2. of this MOA, replace its Liaison Officer with another individual who meets the requirements of this MOA.

ARTICLE IV FINANCIAL ARRANGEMENTS

4.1. The Parent Party shall be responsible for all costs and expenses of its Liaison Officers, including, but not limited to:

4.1.1. All pay and allowances of each Liaison Officer;

4.1.2. All travel by each Liaison Officer and his or her dependents, including, but not limited to, travel to and from the country of the Host Party, or the location of the assignment as set out in his or her assignment description, as applicable;

4.1.3. All costs of living, including costs and expenses associated with the assignment or placement at the Host Party's location, or the location of the assignment as specified in the assignment description, as applicable, of each Liaison Officer and his or her dependents,

including travel, office space, clerical support, housing, food and messing, and medical and dental services, unless specifically stated otherwise in an applicable international agreement;

4.1.4. Compensation for loss of, or damage to, the personal property of each Liaison Officer or his or her dependents;

4.1.5. All costs and expenses associated with the movement of the household effects of each Liaison Officer and his or her dependents;

4.1.6. All costs and expenses associated with the preparation and shipment of remains and funeral expenses associated with the death of a Liaison Officer or his or her dependents;

4.1.7. All costs and expenses associated with the formal and informal training of each Liaison Officer, other than briefings on Host Party requirements provided by the Contact Officer; and

4.1.8. All costs and expenses associated with the return of a Liaison Officer whose assignment has ended or been terminated and his or her dependents.

4.2. The Host Party shall provide such office facilities, equipment, supplies, and services as may be necessary for each Liaison Officer to fulfill the purposes of this MOA, subject to reimbursement by the Parent Party for the cost of the Liaison Officer's use of such facilities at rates determined by the Host Party. When the U.S. DoD is the Host Party, reimbursement for such facilities, equipment, supplies, and services shall be made through use of foreign military sales and/or use of the Acquisition and Cross-Servicing Agreement (US-AU-01) Between the Department of Defense of the United States of America and the Federal Ministry of Defence of the Republic of Austria, which entered into force March 15, 2000, as applicable.

ARTICLE V SECURITY

5.1. The Host Party shall establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or CUI to each Liaison Officer shall be permitted. The Host Party shall inform the Parent Party of the level of security clearance required to permit each Liaison Officer access to such information. Each Liaison Officer's access to such information and facilities shall be consistent with, and limited by the terms of the Liaison Officer's assignment, the provisions of this Article, and any other agreements or arrangements between the Parties or their Governments concerning access to such information and facilities. Further, access shall at all times be limited to the minimum required to accomplish the purposes of this MOA, and, at its discretion, the Host Party may prohibit the Liaison Officer's right of access to any Host Party facility or computer system or require that such access be supervised by Host Party personnel. Nothing in this MOA shall be construed by the Parties to authorize

unfettered access to Classified Information or CUI residing in the Host Party's facilities or computer systems.

5.2. The Parent Party shall cause a Security Assurance to be filed, through the Austrian Embassy in Washington, DC, stating the security clearances for Austrian MOD Liaison Officers being assigned by the Parent Party. The Security Assurance shall be prepared and forwarded through prescribed channels in compliance with established Host Party procedures. For the U.S. DoD, the prescribed channels shall be the IVP, as defined in paragraph 1.6. of this MOA.

5.3. The Parent Party shall ensure that each assigned Liaison Officer is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of intellectual property rights and proprietary information (such as patents, copyrights, know-how, and trade secrets), Classified Information, and CUI disclosed to the Liaison Officer. This obligation shall apply both during and after termination of an assignment as a Liaison Officer. Prior to taking up duties, each Liaison Officer shall be required to sign the appropriate certification using Annex A (Terms of Reference and Legal Status Certification) to this MOA. Only individuals who execute a Terms of Reference and Legal Status Certification shall be permitted to serve as Liaison Officers.

5.4. The Parent Party shall ensure that its Liaison Officer, at all times, complies with the security laws, regulations, and procedures of the Host Government. Any violation of security procedures by a Liaison Officer during the Liaison Officer's assignment shall be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party shall remove any Liaison Officer who violates security laws, regulations, or procedures during the Liaison Officer's assignment.

5.5. All Classified Information made available to a Liaison Officer shall be considered Classified Information furnished to the Parent Government, and shall be subject to all provisions and safeguards provided for under the General Security of Military Information Agreement Between the Government of the United States of America and the Government of the Republic of Austria, which entered into force May 4, 1983, as amended.

5.5.1. All Classified Information and material provided or generated pursuant to this MOA shall be stored, handled, transmitted, and safeguarded in accordance with the Parties' national security laws and regulations.

5.5.2. Classified Information and material shall be transferred only through official Government-to-Government channels or through channels approved in writing by the Parties to this MOA. Such information and material shall bear the level of classification, denote the country of origin, the conditions of release, and the fact that the information relates to this MOA.

5.5.3. Each Party shall take all lawful steps available to it to ensure that information provided or generated pursuant to this MOA is protected from further disclosure, except as provided in

subparagraph 5.5.7. of this Article, unless the other Party consents to such disclosure. Accordingly, each Party shall ensure that:

5.5.3.1. The recipients shall not release the Classified Information to any government, national organization, or other entity of a third party without the prior written consent of the originating Party.

5.5.3.2. The recipients shall afford the information a degree of protection equivalent to that afforded it by the originating Party.

5.5.3.3. The recipients shall not use the Classified Information for other than the purposes provided for in this MOA.

5.5.3.4. Each Party shall provide receipts for all Classified Information or material received.

5.5.4. Each Party shall undertake to maintain the security classification assigned to information and material by the originating Party.

5.5.5. The Parties shall investigate all cases in which it is known, or where there are grounds for suspecting, that Classified Information or material provided or generated pursuant to this MOA has been lost or disclosed to unauthorized persons. Each Party also shall promptly and fully inform the other Party of the details of any such occurrences, and the final results of the investigation and the corrective action taken to preclude recurrence.

5.5.6. For any facility wherein Classified Information or material is to be used, the responsible Party shall approve the appointment of a person or persons to exercise effective responsibilities for safeguarding at such facility the information or material pertaining to this MOA. These officials shall be responsible for limiting access to Classified Information or material involved in this MOA to those persons who have been properly approved for access and have a need to know.

5.5.7. Each Party shall ensure that access to the Classified Information is limited to those persons who possess security clearances and have a specific need for access to the information in order to participate in the Program.

5.6. A Liaison Officer shall not take custody of Classified Information or CUI in tangible form (for example, documents or electronic files), except as expressly permitted by the terms of the Host Party certification for the Liaison Officer (and requested in writing by the Parent Government) for the following situations:

5.6.1. Couriers. The Liaison Officer may take custody of Classified Information to perform courier functions, when authorized by the Host Party certification for the Liaison

Officer. The Classified Information shall be packaged and receipted for in compliance with Host Party requirements.

5.6.2. On-Site Storage. The Liaison Officer may be furnished a secure container for the temporary storage of Classified Information, consistent with the terms of the certification, provided the security responsibility and control of the container and its contents remain with the Host Party.

ARTICLE VI TECHNICAL AND ADMINISTRATIVE MATTERS

- 6.1. The Host Party's certification or approval of an individual as a Liaison Officer shall not bestow diplomatic or other special privileges upon that individual.
- 6.2. To the extent authorized by the laws and regulations of the Host Government, and in accordance with Article IV (Financial Arrangements) of this MOA, the Host Party may provide such administrative support as is necessary for the Liaison Officer to fulfill the purposes of this MOA, subject to reimbursement by the Parent Party.
- 6.3. Exemption from taxes, customs or import duties, or similar charges for each Liaison Officer or his or her dependents shall be governed by applicable laws and regulations or international agreements or arrangements between the Host Government and the Parent Government.
- 6.4. If office space is provided to a Liaison Officer by the Host Party, the Host Party shall determine the normal working hours for the Liaison Officer. Access outside of normal working hours shall be coordinated through the Host Party Contact Officer to the Host Party Security Officer.
- 6.5. The Parent Party shall ensure that the Host Party is informed as far in advance as possible of any absences of a Liaison Officer.
- 6.6. Each Liaison Officer and his or her dependents shall be provided care in military medical and dental facilities to the extent permitted by applicable national law, policy, and international agreements. When a reciprocal agreement for health care exists between the Parties, the access entitlements of the Liaison Officer and his or her dependents are specified in such agreement. Except as specifically provided by agreement or Host Party law and policy, each Liaison Officer shall be responsible for all medical and dental costs incurred by the Liaison Officer and his or her dependents. The Parent Party shall be responsible for familiarizing itself with the medical and dental services available to each Liaison Officer and his or her dependents. The Parent Party shall ensure that each Liaison Officer and his or her dependents are physically fit prior to the Liaison Officer's tour of duty.

6.7. Each Liaison Officer and his or her dependents may be accorded the use of military commissaries, exchanges, theaters, and similar morale and welfare activities, in accordance with the laws, regulations, and policies of the Host Party and any international agreements or arrangements to which the Host and Parent Parties are party.

6.8. To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Party, the Host Party may provide, if available, housing and messing facilities for each Liaison Officer and his or her dependents on the same basis and priority as for its own personnel of comparable rank and assignment. At locations where housing and messing facilities are not provided by the Host Party, the Host Party shall use reasonable efforts to assist the Parent Party to locate such facilities for each Liaison Officer and his or her dependents.

6.9. The Parent Party shall ensure that each Liaison Officer and his or her dependents have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit. Unless exempted under an applicable international agreement between the Parties, Liaison Officers and their authorized dependents entering the United States shall be required to comply with U.S. Customs Regulations.

ARTICLE VII DISCIPLINE AND REMOVAL

7.1. Except as provided in paragraph 7.2. of this MOA, neither the Host Party nor the armed forces of the Host Government may take disciplinary action against a Liaison Officer who commits an offense under the military laws or regulations of the Host Party, nor shall the Host Party exercise disciplinary authority over the Liaison Officer's dependents. The Parent Party, however, shall take such administrative or disciplinary action against the Liaison Officer as may be appropriate under the circumstances, to ensure compliance with this MOA and the Parties shall cooperate in the investigation of any offenses under the laws or regulations of either Party.

7.2. The certification or approval of a Liaison Officer may be withdrawn, modified, or curtailed at any time by the Host Party for any reason, including, but not limited to, the violation of the regulations or laws of the Host Party or the Host Government. In addition, at the request of the Host Party, the Parent Government shall remove a Liaison Officer or his or her dependents from the territory of the Host Government. The Host Party shall provide an explanation for its removal request, but a dispute between the Parties concerning the sufficiency of the Host Party's reasons shall not be grounds to delay the removal of a Liaison Officer or his or her dependents.

7.3. A Liaison Officer shall not exercise any supervisory or disciplinary authority over military or civilian personnel of the Host Party.

ARTICLE VIII CLAIMS

8.1. Claims arising out of, or in connection with, this MOA against either Party or its personnel shall be dealt with in accordance with the terms of Article VIII of the NATO Status of Forces Agreement, dated June 19, 1951 (NATO SOFA), and any other applicable bilateral or multilateral agreements to which the Parties, or their Governments, are a party concerning the status of their forces in the country of the Host Party. Civilian employees of the Parties shall be deemed, for the purpose of Article VIII of the NATO SOFA, to be members of a civilian component within the meaning of Article I of the NATO SOFA while present in the territory of the nation of the other Party for the purpose of this MOA.

8.2. The Austrian MOD Liaison Officers shall not perform any duties outside the scope of application of Article VIII of the NATO SOFA.

8.3. Third party claims by other persons or entities for damage, loss, injury, or death, arising out of an act or omission by a Parent Party's military members or civilian employees, or out of an act or omission for which the Parent Party is legally responsible, shall be presented to the Parent Party for consideration under its applicable laws and regulations.

8.4. The Parent Party shall ensure that each Liaison Officer and his or her dependents obtain motor vehicle liability insurance coverage for their private motor vehicles in accordance with applicable laws and regulations of the Government of the Host Party, or the political subdivision of the country of the Host Party in which the Liaison Officer and his or her dependents are located. In cases of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

ARTICLE IX SETTLEMENT OF DISPUTES

9.1. Disputes arising under or relating to this MOA shall be resolved only through consultations between the Parties and shall not be referred to an individual, national or international tribunal, or to any other forum for settlement.

ARTICLE X ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION

10.1. This MOA shall enter into force on the date that the Parent Government provides written notification through diplomatic channels to the Host Government that it has completed its internal procedures for entry into force of this MOA. This MOA shall remain in force for ten (10) years, and may be extended by written agreement of the Parties.

10.2. All obligations of the Parties under this MOA shall be subject to applicable national laws and regulations, including export control laws, regulations, and policies, and the availability of appropriated funds for such purposes.

10.3. The Parent Party shall ensure that each Liaison Officer complies with all obligations and restrictions applicable to such Liaison Officer under this MOA and the Terms of Reference and Legal Status Certification executed using Annex A (Terms of Reference and Legal Status Certification) to this MOA.

10.4. This MOA may be amended by the mutual written agreement of the Parties.

10.5. This MOA may be terminated at any time by written agreement of both Parties. In the event both Parties agree to terminate this MOA, the Parties shall consult prior to the date of termination.

10.6. Either Party may terminate this MOA upon one hundred eighty (180) days' written notification to the other Party.

10.7. In the event of conflict between the terms of this MOA and the terms of an applicable Letter of Offer and Acceptance (LOA), the terms of the LOA shall control. Any LOAs associated with, or related to, this MOA shall be terminated in accordance with their terms.

10.8. The respective rights and responsibilities of the Parties under Article V (Security) and Article VIII (Claims) of this MOA shall continue, notwithstanding the termination or expiration of this MOA.

10.9. No later than the effective date of expiration or termination of this MOA, the Parent Party shall remove its Liaison Officers and the Liaison Officers' dependents from the territory of the Host Party and pay any money owed to the other Party under this MOA. Any costs or expenses for which a Party is responsible pursuant to Article IV (Financial Arrangements) of this MOA, but that were not billed in sufficient time to permit payment prior to termination or expiration of this MOA shall be paid promptly after such billing.

10.10. This MOA consists of ten (10) Articles and two (2) Annexes.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MOA.

DONE, in duplicate, in the English language.

**FOR THE FEDERAL MINISTRY OF
DEFENCE OF THE REPUBLIC OF
AUSTRIA:**



BRUNO HOFBAUER
Major General, Ministry of Defence
Director, Strategic Planning Directorate
Vienna, AUT

95 02 19
Dated:

**FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA,
AS REPRESENTED BY THE JOINT
STAFF:**



GLEN D. VANHERCK
Major General, U.S. Air Force
Vice Director, Joint Staff
Washington, DC, USA

29 Feb 19
Dated:

ANNEX A
TERMS OF REFERENCE AND LEGAL STATUS
CERTIFICATION

ARTICLE I
AUSTRIAN FEDERAL MINISTRY OF DEFENCE LIAISON OFFICER
LEGAL STATUS OF CERTIFICATION

As a representative of the Austrian Federal Ministry of Defence (MOD) under the auspices of an extended visit authorization to the U.S. Department of Defense (DoD), as represented by the Joint Staff, I am subject to the jurisdiction of U.S. Federal, State, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity that I may have been granted. I understand that my acceptance of the Liaison Officer assignment with the Joint Staff does not bestow upon me diplomatic or other special privileges.

ARTICLE II
AUSTRIAN FEDERAL MINISTRY OF DEFENCE LIAISON OFFICER
CONDITIONS OF CERTIFICATION

- (1) **Responsibilities:** I understand that my activities shall be limited to the representational responsibilities of my Government and that I am expected to present the views of my Government with regard to the issues that my Government and the U.S. Government have a mutual interest. I shall not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government.
- (2) **Costs:** I understand that all costs associated with my duties as a Liaison Officer shall be the responsibility of my Government, including, but not limited to, travel, office space, clerical services, housing, messing, and medical and dental services.
- (3) **Extensions and Revalidation:** I understand that if my Government desires to request an extension or revalidation of my assignment beyond the original dates for which I am certified, a new visit request shall be submitted not later than thirty (30) days prior to the expiration date of the current extended visit authorization.
- (4) **Contact Officer:** I understand that when the certification process is completed, a Contact Officer shall be assigned to sponsor me during my visit to the Joint Staff. I further understand that I shall coordinate, through my Contact Officer, all requests for information, visits, and other business that fall under the terms of my certification. I also understand that requests for information that are beyond the terms of my certification shall be made through the Office of the Defence, Military, Naval and Air Attaché, Austrian Embassy, Washington, DC.
- (5) **Other Visits:** I understand that visits to facilities for which the purpose does not directly relate to the terms of my certification shall be made through the Office of the Defence, Military, Naval and Air Attaché, Austrian Embassy, Washington, DC.

(6) **Uniform:** I understand that I shall wear my national uniform when conducting business at the Joint Staff or other U.S. DoD facilities, unless otherwise directed. I shall comply with my Parent Government's service uniform regulations.

(7) **Duty Hours:** I understand that my duty hours are Monday through Friday, from [TIME] to [TIME]. Should I require access to my work area during non-duty hours, I am required to request permission from the Command Security Officer through my Contact Officer. I further understand that [IT IS] [IT IS NOT] necessary to assign a U.S. escort officer to me during my non-duty access. Any incremental cost incurred as a result of such non-duty access shall be reimbursed to the U.S. Government.

(8) **Security:**

a. I understand that access to U.S. Government information shall be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of a Liaison Officer, as described in my assignment description. I also understand that I may not have access to U.S. Government computer systems, unless the information accessible by the computer is releasable to my Government in accordance with applicable U.S. law, regulations, and policy.

b. All information to which I may have access during my certification shall be treated as information provided, in confidence, to my Government and shall not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the U.S. Government.

c. I shall immediately report to my Contact Officer should I obtain or become knowledgeable of U.S. Government information for which I am not authorized to have access. I further agree that I shall report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.

d. If required, I shall display a security badge on my outer clothing so that it is clearly visible. The U.S. Government shall supply this badge.

(9) **Compliance:** I have been briefed on, fully understand, and shall comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other international agreements.

(10) **Definitions of Terms:** Terms not defined herein shall have the definitions ascribed to them in the applicable MOA governing my assignment as a Liaison Officer.

ARTICLE III
AUSTRIAN FEDERAL MINISTRY OF DEFENCE LIAISON OFFICER
TERMS OF CERTIFICATION

- (1) **Contact Officer:** [NAME OF CONTACT OFFICER/s] has been assigned as my Contact Officer.
- (2) **Certification:** I am certified to the Joint Staff and shall represent the Austrian MOD to the Joint Staff, as mutually agreed by the Parties.
- (3) **Travel:** I may visit the following locations under the terms of my certification, with the permission of my Contact Officer:

[Insert applicable locations]

ARTICLE IV
AUSTRIAN FEDERAL MINISTRY OF DEFENCE LIAISON OFFICER
CERTIFICATION OF IN-BRIEFING

I, [NAME OF LIAISON OFFICER], understand and acknowledge that I have been certified as a Liaison Officer to the U.S. DoD, as represented by the Joint Staff, as agreed upon between the Federal Ministry of Defence of the Republic of Austria and the Department of Defense of the United States of America in accordance with the Memorandum of Agreement (MOA) Between the Federal Ministry of Defense of the Republic of Austria (MOD) and the Department of Defense of the United States of America (DoD), as Represented by the Joint Staff, Regarding the Assignment of Austrian MOD Liaison Officers to the Joint Staff. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I shall comply with the conditions and responsibilities of my certification.

 (SIGNATURE OF LIAISON OFFICER)

 (TYPED NAME OF LIAISON OFFICER)

 (RANK AND/OR TITLE)

 (DATE)

 (SIGNATURE OF BRIEFER)

(TYPED NAME)

(DATE)

ANNEX B

**ASSIGNMENT DESCRIPTION FORMAT FOR
AUSTRIAN FEDERAL MINISTRY OF DEFENCE LIAISON OFFICER ASSIGNMENTS
WITH THE JOINT STAFF**

1. TITLE:

2. DESCRIPTION OF ASSIGNMENT:

3. TOUR LENGTH:

4. DoD COMMAND/DoD ORGANIZATION/UNIT/LOCATION:

5. QUALIFICATIONS:

A. SECURITY CLEARANCE:

B. RANK/GRADE:

C. REQUIRED FORMAL TRAINING:

D. REMARKS:

6. PARENT PARTY ORGANIZATION RESPONSIBLE FOR ADMINISTRATIVE AND OPERATIONAL SUPERVISION OF THE AUSTRIAN FEDERAL MINISTRY OF DEFENCE LIAISON OFFICER:

