

MEMORANDUM OF AGREEMENT BETWEEN

THE DEPARTMENT OF DEFENSE

OF

THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF DEFENCE

OF

THE REPUBLIC OF ESTONIA

REGARDING THE MILITARY RESERVE EXCHANGE PROGRAM

(SHORT TITLE: MREP MOA)

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PREAMBLE

The Department of Defense of the United States of America (U.S. DoD) and the Ministry of Defence of the Republic of Estonia (Estonia MOD), referred to herein individually as a "Party," and together as "the Parties," hereby agree to establish a Military Reserve Exchange Program (MREP), which is designed to strengthen bonds of friendship and understanding between the countries and their respective military organizations.

ARTICLE I DEFINITIONS OF TERMS

The Parties have agreed upon the following definitions for terms used in this Memorandum of Agreement (MOA):

1.1.	MOA	The Memorandum of Agreement between the U.S DoD and the Estonian MOD regarding the Military Reserve Exchange Program.
1.2.	Classified Information	Information that is generated by or for the Government of the United States of America or the Government of the Republic of Estonia or that is under the jurisdiction or control of one of them, and that requires protection in the interests of national security of that government and that is so designated by the assignment of a national security classification by that government. The information may be oral, visual, electronic, or in documentary form, or in the form of material, including equipment or technology.
1.3.	Controlled Unclassified Information (CUI)	Unclassified information of a Party to which access or distribution limitations have been applied in accordance with national laws policies and regulations of such Party. It includes Party information that is exempt from public disclosure or subject to export control laws and regulations. It could include information that has been declassified but remains controlled.
1.4.	Exchange Reserve Officer(s)	For the U.S. DoD, Officers, Warrant Officers, and Non-Commissioned Officers who are members of the Selected Reserve and who are not serving on active duty in a mobilized status. For the Estonian MOD, Officers and Non-Commissioned Officers who are reservists of the Estonian Defence Forces within the meaning of Estonian national law and regulations.
1.5.	Host Government	The National Government of the Host Party.
1.6.	Host Party	The Party or other relevant governmental authority to which the Exchange Reserve Officer acts as a Reserve Participant pursuant to approval granted by a Parent Party under Article III of this MOA.
1.7.	Host Party Supervisor	Personnel appointed by the Host Party who are responsible for assigning tasks to and supervising the Reserve Participant.

1.8.	International Visits Program (IVP)	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 and Controlled Unclassified Information 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.
1.9.	Parent Government	The National Government of the Parent Party.
1.10.	Parent Party	The Party or other relevant governmental authority to which an Exchange Reserve Officer belongs and that approves a Reserve Participant's assignment pursuant to Article III of this MOA.
1.11.	Reserve Participant(s)	Exchange Reserve Officers of the Parent Party who are conducting Reserve drills and related reserve assignments, including annual training, with the Host Party pursuant to the MREP.
1.12.	Security Assurance	An assurance as described in Article 8 of the Agreement between the Government of the United States and the Government of the Republic of Estonia Concerning Security Measures for the Protection of Classified Military Information, which entered into force February 23, 2000.

ARTICLE II PURPOSE AND SCOPE

2.1. This MOA describes the procedures that shall govern implementation of the MREP. The MREP is intended to accommodate service by an Exchange Reserve Officer of the Parent Party with the Host Party. The MREP also shall foster the development and maintenance of an active relationship that shall serve to promote interoperability between the Parties' Military Reserve Forces.

2.2. The MREP is an arrangement intended to allow an Exchange Reserve Officer to meet his or her drilling and annual training requirements with the Parent Party. Participation may be allowed beyond drilling and/or annual training requirements by agreement of the Parent Party with the understanding that this exchange shall be conducted in a paid status.

2.3. Reserve Participants shall perform work assignments as determined by, and under the direction of, the designated Host Party Supervisor. Such assignments shall provide Reserve Participants with experience and knowledge of the organization and management of Host Party's activities.

2.4. Under the MREP, selected Exchange Reserve Officers who are trained and occupation-qualified by their Parent Party shall perform work assignments during Military Reserve Force drills with the Host Party that are commensurate with their training and experience. The Parent Party and the Host Party shall determine in advance of an assignment that the opportunity exists for suitable work with the Host

Party, as well as the duration of the period of the assignment of the Exchange Reserve Officer with the Host Party. Exchanges of MREP Personnel under this MOA shall be conducted on a reciprocal basis such that the overall benefit to each Party shall be essentially equal. The MREP shall be based on the exchange of a balanced number of fully trained Exchange Reserve Officers who are of equivalent rank, qualifications, training, and skills to the greatest extent possible.

2.5. Reserve Participants shall not act in a liaison capacity, or otherwise act as representatives of the Parent Party or the Parent Government while assigned to the Host Party, and they shall not act as representatives of the Host Party or the Host Government to which they are assigned.

ARTICLE III ORGANIZATION, SELECTION, AND ASSIGNMENT OF PERSONNEL

3.1. An Exchange Reserve Officer may apply for assignment under the MREP. Acceptance to the MREP shall depend on whether the Exchange Reserve Officer meets the selection criteria set forth in paragraph 3.7. of this Article (Organization, Selection, and Assignment of Personnel). Both the Parent and Host Parties must consent to such requests, consistent with paragraph 2.5. of Article II (Purpose and Scope) of this MOA, before an assignment shall be approved.

3.2. The Host Party shall assign work to the Reserve Participant in the same manner as its own Exchange Reserve Officers, provided that such assigned work is consistent with the qualifications and training of the assigned Reserve Participant, as well as the national laws and regulations of the Parent Government.

3.3. The Parent Party shall retain a Reserve Participant on its strength at unit, local headquarters, or Command level, as appropriate, for the duration of participation in the MREP.

3.4. The Reserve Participant's assignment with the Host Party shall be for a period of two to four weeks.

3.5. In order for an Exchange Reserve Officer of the U.S. DoD to be assigned to the Host Party under the MREP, the Commanding Officer for the Exchange Reserve Officer must approve the Exchange Reserve Officer's request for an assignment with the Host Party. Applications for consideration under the MREP by an Exchange Reserve Officer of the U.S. DoD shall be made through the Exchange Reserve Officer's MREP service program manager.

3.6. In order for an Exchange Reserve Officer of the Estonian Defence Forces to be considered for assignment and assigned to the Host Party under the MREP, the designated Estonian Defence Forces official must approve the Exchange Reserve Officer's request for an assignment with the Host Party. Applications for consideration under the MREP by an Exchange Reserve Officer of the Estonian Defence Forces shall be made through the designated Estonian Defence Forces official.

3.7. To qualify for an assignment under the MREP, Exchange Reserve Officers shall:

3.7.1. be well versed with the existing procedures and operational principles of their Parent Party;

3.7.2. have the theoretical knowledge and practical experience qualifying them for their specific tasks and assignments;

3.7.3. hold a valid security clearance at the level appropriate to facilitate completion of the tasks assigned by the Host Party and that shall not expire during the assignment period; and,

3.7.4. be sufficiently proficient in the English language to satisfy the requirements of the assignment.

ARTICLE IV FINANCIAL ARRANGEMENTS

4.1. The Parent Party shall be responsible for the following costs, subject to applicable national laws and regulations:

4.1.1. All pay and allowances;

4.1.2. All temporary duty costs, including travel costs and lodging, when such duty is carried out at the request of the Parent Party;

4.1.3. All costs related to burial and other expenses incidental to the death of its own Reserve Participant in accordance with the existing statutes and regulations, when that Reserve Participant's death is attributable to his or her assigned military duties in connection with the assignment pursuant to this MOA; and

4.1.4. Costs incident to travel to the Host Party and, at the end of the tour of exchange duty, to the Parent Party.

4.2. The Host Party shall be responsible for the following:

4.2.1. Travel, subsistence, and lodging costs in connection with the performance of any duty carried out by the Reserve Participant pursuant to a requirement or request of the Host Party;

4.2.2. Costs for service conducted to familiarize, orient, or certify the Reserve Participant regarding unique aspects of the assignments; and

4.2.3. Such office facilities, equipment, supplies, and services as may be necessary for the Reserve Participant to fulfill the purposes of this MOA.

4.3. Each Party shall be responsible for making the travel arrangements of its own Reserve Participants.

4.4. Prior to approval of an Exchange Reserve Officer's participation in the MREP, the Parent Party shall specify a designated number of paid service days for the duration of the exchange period. Reserve Participants shall not be required to serve without pay nor volunteer for other military duties with the Host Party without advance consent, in writing, of the Parent Party and subject to applicable national

laws and regulations. Direct liaison between the Parent Party unit and the Host Party unit shall be authorized in order to facilitate the processing of the Reserve Participant's pay and allowances. The appropriate administrative authority designated in Article VI (Technical and Administrative Matters) of this MOA shall be advised of any inter-unit communications.

4.5. The responsibilities of each Party under this MOA shall be subject to the authorization and availability of funds for such purposes.

ARTICLE V SECURITY

5.1. During the selection process, each Party shall inform the other Party of the level of security clearance required, if any, to permit Reserve Participants to have access to Classified Information and work areas. Access to Classified Information shall be kept to the minimum required to accomplish the work assignment, as determined by the Host Party, based on the applicable position description. Nothing in this MOA shall be construed by the Parties to authorize unfettered access to Classified Information or Controlled Unclassified Information residing in the Host Party's facilities or computer systems.

5.2. Each Party shall cause Security Assurances to be filed, through the Estonian Embassy in Washington, DC, in the case of the Estonia MOD Reserve Participants, and through the U.S. Embassy in Tallinn, in the case of the U.S. DoD Reserve Participants, stating the security clearances for all Exchange Reserve Officers selected. The Security Assurances 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 International Visits Program (IVP), as defined in paragraph 1.8. of this MOA.

5.3. The Host Party and the Parent Party shall ensure that Reserve Participants are fully cognizant of applicable laws and regulations concerning the protection of intellectual property rights (such as patents, copyrights, know-how, and trade secrets), Classified Information, and Controlled Unclassified Information disclosed to the Reserve Participant. This responsibility shall apply both during and after termination of an assignment as a Reserve Participant. Prior to taking up duties as a Reserve Participant under the MREP, the Exchange Reserve Officer shall be required to sign the appropriate certification at the Annex to this MOA. Only individuals who sign the certificate shall be permitted to serve an assignment as a Reserve Participant under this MOA.

5.4. Reserve Participants shall at all times be required to respect the security laws, regulations, and procedures of the Host Government. Any violation of security procedures by a Reserve Participant during their assignments shall be reported to the Parent Party for appropriate action. The Host Party or Parent Party shall discharge from the MREP a Reserve Participant who violates security procedures during his or her assignment with a view toward appropriate administrative or disciplinary action by the Parent Party.

5.5. Any Classified Information made available to Reserve Participants shall be considered as Classified Information furnished to the Parent Party, and shall be subject to all provisions and safeguards provided for under the Agreement between the Government of the United States and the Government of the

Republic of Estonia Concerning Security Measures for the Protection of Classified Military Information, which entered into force February 23, 2000. The information shall not be further released or disclosed by the Reserve Participant to any other person, firm, organization, or State without the prior written authorization of the Host Government. Disclosure of information to the Reserve Participant shall not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in this MOA.

5.6. No document containing military information, classified or unclassified, other than personal records pertaining to the Parent Party, may be retained by the Reserve Participant.

ARTICLE VI TECHNICAL AND ADMINISTRATIVE MATTERS

6.1. To the extent authorized by the laws and regulations of the Host Government and in accordance with Article IV (Financial Arrangements), the Host Party may provide such administrative support as is necessary for a Reserve Participant to fulfill the purposes of this MOA.

6.2. The Host Party's certification or approval of an individual as a Reserve Participant shall not bestow diplomatic or other special privileges upon that individual.

6.3. Consistent with the laws and regulations of the Host Government, Exchange Reserve Officers assigned under this MOA shall be subject to the same restrictions, conditions, and privileges as Host Party personnel of comparable rank in their areas of assignment.

6.4. Reserve Participants shall be required to respect all applicable Host Government security policies, procedures, laws, and regulations. The Host Party shall assign a Point of Contact to provide guidance to the Reserve Participant 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.

6.5. Reserve Participants may observe the holiday schedule of either the Parent Party or the Host Party, as mutually determined in writing by the Parties.

6.6. Reserve Participants shall be assigned duties by the Host Party that are in accordance with the terms of reference provided by the Host Party. If terms of reference are not provided, the Reserve Participants shall be assigned work, under the guidance and supervision of a Host Party Supervisor, that is within the scope of his or her overall responsibilities and qualifications and that is not precluded by the national laws and policies of the Parent Party.

6.6.1. It may be necessary, from time-to-time, to prepare performance reports or assessments on Reserve Participants. When a Parent Party requests such an assessment, it shall be completed by the Reserve Participant's immediate Host Party Supervisor, in the format provided by the Parent Party, and forwarded to the Parent Party.

6.7. Reports that Reserve Participants may be required by the Parent Party to prepare, or that they wish to make, shall be submitted as follows:

6.7.1. U.S. DoD Reserve Participants shall forward their reports in accordance with such Reserve Participant's Parent Party's Military Department's regulations or directives.

6.7.2. Estonian MOD Reserve Participants shall submit all reports or documents in accordance with their normal channels of communication and in accordance with applicable regulations, orders, and directives.

6.8. Each Reserve Participant 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 Reserve Participant are specified in such agreement. Except as specifically provided by agreement or Host Party law and policy, each Reserve Participant shall be responsible for all medical and dental costs incurred by the Reserve Participant. The Parent Party shall be responsible for familiarizing itself with the medical and dental services available to each Reserve Participant. The Parent Party shall ensure that each Reserve Participant is physically fit prior to the Reserve Participant's tour of duty.

6.9. In no case shall Reserve Participants be assigned to positions that would require exercise of command or responsibilities that are reserved by law or regulation to an officer or employee of the Host Government.

6.10. Reserve Participants shall not be placed on duty or in positions in areas of political sensitivity where their presence would jeopardize the interests of the Parent Party, or where, in the normal course of their duty, they may become involved in activities that may embarrass the Parent Party.

6.11. Reserve Participants shall not deploy with the Host Party under this MOA.

6.12. The Host Party shall not place Reserve Participants in duty assignments in which direct hostilities with forces of third states are likely to occur. Should a unit in which Reserve Participants are assigned become involved in hostilities unexpectedly, Reserve Participants assigned to the unit shall not be involved in the hostilities.

6.13. Reserve Participants shall 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 international agreements to which the Host and Parent Parties are party.

6.14. Reserve Participants shall be required to respect the dress regulations of the Parent Party. The order of dress for any occasion shall be that which most nearly conforms to the order for the particular unit of the Host Party to which the Reserve Participant is assigned. Practices of the Host Party shall be observed with respect to wearing of civilian clothes.

6.14.1. Medals and decorations of the Host Government may be awarded to a Reserve Participant with the approval of the Parent Government, subject to relevant national laws and regulations.

6.15. Reserve Participants shall be responsible for costs associated with all aspects of their accommodation and subsistence, except while assigned to drill status or on annual training, or similar Reserve Force military duty, with the Host Party or at the express direction of the Parent Party.

6.16. If office space is provided to the Reserve Participant by the Host Party, the Host Party shall determine the normal working hours for the Reserve Participant.

6.17. Prior to a Reserve Participant departing for the Host Government's country, the Parent Party shall ensure that the Reserve Participant has been briefed on his or her status, benefits, commitments, and duties detailed in this MOA, the terms of reference, if any, provided by the Host Government, and any special customs observed by the Host Government and Host Party.

6.18. In the event of injuries to, or the death of, a Reserve Participant while assigned to drill status or on annual training, or similar Reserve Force military duty with the Host Party, the Host Party shall submit the necessary casualty notification through the channels stated in paragraph 6.19. of this Article (Technical and Administrative Matters) to the Parent Party. The administrative authority of the Parent Party shall liaise with the Host Party unit and chain of command, as necessary, to clarify any necessary details with respect to information required in support of a formal investigation or summary inquiry. Any reports or investigations conducted by the Host Party concerning a casualty shall be made available to the Parent Party as soon as possible. The Parent Party may conduct a separate investigation or inquiry as determined appropriate.

6.19. The administrative and disciplinary control of a Reserve Participant shall rest with the Parent Party. This control shall be exercised by the Parent Party's office that has the authority to approve the Exchange Reserve Officer's participation in the MREP in the Host Party and shall be coordinated as follows:

6.19.1. For U.S. DoD Reserve Participants serving with the Estonian Defence Forces in Estonia, the Office of the Assistant Secretary of Defense (Reserve Affairs), through the appropriate U.S. Service Component, shall be responsible for the coordination of administrative and disciplinary matters related to a Reserve Participant's service under the MREP while on duty with the Estonia MOD.

6.19.2. For Estonian Defence Forces Reserve Participants serving with the U.S. DoD Reserve Forces, Estonia Defence Liaison Staff (Washington) shall be responsible for the coordination of administrative and disciplinary matters related to such Reserve Participant's service under the MREP while on duty with the U.S. DoD.

6.20. For routine administrative matters, such as the administration of leave, pay and allowances, or other subjects as specified within this MOA, direct liaison may be authorized between the units of the Parent and the Host Parties.

**ARTICLE VII
DISCIPLINE AND REMOVAL**

7.1. The Reserve Participant shall, while assigned to drill status or on annual training, or similar Reserve Force military duty with a unit of the Host Party:

7.1.1. Respect the regulations, orders, instructions, and customs of the Host Party insofar as they are applicable and are not contrary to the laws of the Parent Government.

7.1.2. Be subject to the commands of the personnel senior to them in rank in the Host Party insofar as they are not contrary to the laws of the Parent Government.

7.2. The Host Party shall immediately inform the Parent Party of any disciplinary problem or infraction committed by a Reserve Participant.

7.3. Except as provided in paragraphs 6.1. of Article VI (Technical and Administrative Matters) and paragraph 7.4. of this Article (Discipline and Removal), the Host Party and the Host Government may not take disciplinary action against a Reserve Participant who commits an offense under the military laws or regulations of the Host Party. The Parent Party, however, shall take such administrative or disciplinary action against a Reserve Participant, as appropriate, and such Reserve Participant shall cooperate, as appropriate, in the investigation of any offenses under either the Parent Government's or Host Government's laws or regulations.

7.4. The certification or approval of Exchange Reserve Officers may be withdrawn, modified, or curtailed at any time by the Host Party for any reason, including, but not limited to, a violation of the regulations or laws of the Host Party or the Host Government.

7.5. Criminal jurisdiction shall be administered only for situations that arise while, or in consequence of, the Reserve Participant's assignment to drill status, annual training, or similar Reserve Force military duty, with a unit of the Host Party, and in such cases shall be administered in accordance with Article VII of the NATO Status of Forces Agreement, dated June 19, 1951 (NATO SOFA).

**ARTICLE VIII
CLAIMS**

8.1. Claims shall be dealt with in accordance with the terms of Article VIII of the NATO SOFA when applicable.

**ARTICLE IX
SETTLEMENT OF DISPUTES**

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

ARTICLE X
ENTRY INTO FORCE, AMENDMENT, DURATION, WITHDRAWAL, AND TERMINATION

10.1. All activities of the Parties under this MOA shall be carried out in accordance with the national laws and regulations of the Parties.

10.2. In the event of a conflict between an Article of this MOA and any Annex to this MOA, the Article of this MOA shall control.

10.3. Except as otherwise provided, this MOA may be amended by the mutual written consent of the Parties.

10.4. Either Party may withdraw from this MOA upon thirty (30) days' written notification to the other Party. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action. Additionally, the Parties may terminate this MOA, effective immediately, by mutual written consent. In the event of withdrawal or termination, the following rules apply:

10.4.1. The withdrawing Party shall continue participation, financial or otherwise, up to the effective date of withdrawal or termination.

10.4.2. Each Party shall pay the costs it incurs as a result of withdrawal or termination. 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 withdrawal, termination, or expiration of this MOA, shall be paid promptly after such billing.

10.4.3. All information and rights therein received under the provisions of this MOA prior to the withdrawal, termination, or expiration shall be retained by the Parties, subject to the provisions of this MOA.

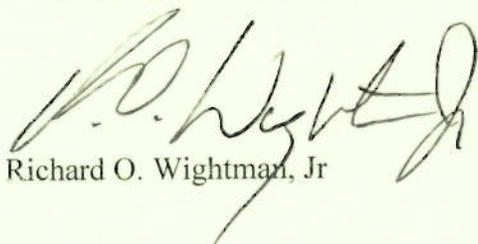
10.5. The respective rights and responsibilities of the Parties regarding Article V (Security) and Article VIII (Claims) of this MOA shall continue notwithstanding withdrawal, termination, or expiration of this MOA.

10.6. This MOA, which consists of ten (10) Articles and one Annex, shall enter into force upon signature by both Parties and shall remain in force for ten (10) years. It may be extended by written consent of the Parties.

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

DONE at Washington, D.C. this 10th day of Feb. 2015
in the English language.

**FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED
STATES OF AMERICA**



Richard O. Wightman, Jr

Acting Assistant Secretary of Defense for
Reserve Affairs of the Department of Defense
of the United States of America

Estonian Embassy in Washington

Dated: 10th of February 2015

**FOR THE MINISTRY OF
DEFENCE OF THE REPUBLIC
OF ESTONIA**



Eerik Marme

Ambassador Extraordinary and Plenipotentiary
of the Republic of Estonia to the United States
of America

Estonian Embassy in Washington

Dated: 10th of February 2015

ANNEX

RESERVE PARTICIPANT CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES

I understand and acknowledge that I have been accepted for assignment to (insert Name and location of organization to which assigned) pursuant to an agreement between the Department of Defense of the United States of America and the Ministry of Defence of the Republic of Estonia. In connection with this assignment, I further understand, acknowledge, and certify that I shall comply with the following conditions and responsibilities:

1. The purpose of the assignment is to accommodate reserve drill and related reserve assignment, including annual training, by a Reserve Participant of the Parent Party with the Host Party. This assignment also shall allow Reserve Participants to gain knowledge of the organization and management of the Host Party (cite applicable area for MREP assignment). There shall be no access to information except as required to perform the reserve drills and related assignment, including annual training, as determined by my Host Party Supervisor.
2. I shall perform only functions that are properly assigned to me, and shall not act in any capacity on behalf of my Parent Government or my Parent Party, except when expressly authorized by my Parent Government/Party to do so.
3. All non-public information to which I may have access during this assignment shall be treated as information provided, in confidence, to my Parent 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 Host Party.
4. When dealing with individuals outside my immediate office of assignment on official matters, I shall inform such individuals that I am a foreign Reserve Participant.
5. I have been briefed on, understand, and shall respect all applicable security regulations of the Host Government and the Host Party.
6. I shall immediately report to my [*insert appropriate party*] all attempts to obtain, without proper authorization, Classified or Controlled Unclassified Information to which I may have access as a result of this assignment.

(Signature)

(Typed Name)

(Rank/Title)

(Date)