

MEMORANDUM OF UNDERSTANDING

AMONG

**THE MINISTRY OF DEFENCE OF
HUNGARY,**

**THE MINISTER OF DEFENCE OF
THE KINGDOM OF BELGIUM,**

**THE MINISTRY OF DEFENCE OF
THE CZECH REPUBLIC,**

**THE MINISTER OF DEFENCE OF
THE FRENCH REPUBLIC,**

**THE FEDERAL MINISTRY OF DEFENCE OF
THE FEDERAL REPUBLIC OF GERMANY,**

**THE MINISTRY OF DEFENCE OF
THE ITALIAN REPUBLIC,**

**THE MINISTER OF DEFENCE OF
THE KINGDOM OF THE NETHERLANDS,**

**THE MINISTER OF DEFENCE OF
THE NATIONAL DEFENCE OF POLAND,**

**THE MINISTRY OF NATIONAL DEFENCE OF
ROMANIA,**

**THE MINISTRY OF DEFENCE OF
THE SLOVAK REPUBLIC,**

**THE MINISTRY OF DEFENCE OF
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,**

AND

THE DEPARTMENT OF DEFENCE OF THE UNITED STATES OF AMERICA

CONCERNING

**THE ESTABLISHMENT, ADMINISTRATION AND OPERATION OF
THE CENTRE OF EXCELLENCE FOR MILITARY MEDICINE**

Introduction

The Ministry of Defence of Hungary, the Minister of Defence of the Kingdom of Belgium, the Ministry of Defence of the Czech Republic, the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of Defence of the Italian Republic, the Minister of Defence of the Kingdom of the Netherlands, the Minister of National Defence of the Republic of Poland, the Ministry of National Defence of Romania, the Ministry of Defence of the Slovak Republic, the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland, and the Department of Defence of the United States of America, hereinafter referred to as the Participants -

DESIRING to unite their efforts for collective defence in ever-closer cooperation in furtherance of the North Atlantic Treaty dated 04 April 1949;

CONSIDERING that in accordance with MC 324/1 "NATO Military Command Structure" (Final), dated 28 May 2004, and MCM-236-03 "MC Concept for Centres of Excellence", dated 04 December 2003, the North Atlantic Treaty Organization (NATO) Command Arrangements (NCA) are supported by a network of Centres of Excellence (COEs) which provide opportunities to enhance education and training, to improve interoperability and capabilities, to assist in doctrine development and to test and validate concepts through experimentation;

CONSIDERING that the Supreme Allied Commander Transformation (SACT), in accordance with MC 58/3 "Terms of Reference for the Supreme Allied Commander Transformation", dated 17 May 2004, has been conferred the overall responsibility for the coordination and employment of COEs within NATO;

NOTING the letter by the General Chief of Staff of the Hungarian Defence Forces to SACT, dated 04 March 2008, offering the Centre of Excellence for Military Medicine (NATO MILMED COE) as a COE to NATO;

NOTING further the response letter by SACT, dated 04 April 2008, by which SACT appreciates the offer of the NATO MILMED COE to NATO and its concept as providing a substantial contribution to strengthening NATO's capability in the field of military medical services;

RECOGNISING their intent to enter into the MOU concerning the Functional Relationship regarding the NATO MILMED COE with the Supreme Allied Commander Transformation (NATO MILMED COE Functional Relationship MOU);

CONSIDERING that as detailed in MCM-236-03, COEs should provide tangible improvement to NATO capabilities and therefore be relevant to NATO's transformational efforts;

HAVING REGARD to the provisions of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), dated 19 June 1951, the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (Paris Protocol), dated 28 August 1952; the Agreement among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the Status of their Forces (PfP SOFA), dated 19 June 1995; the Additional Protocol to the Agreement among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the Status of their Forces (Additional Protocol to the PfP SOFA), dated 19 June 1995, and the Further Additional Protocol to the Agreement among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the Status of their Forces (Further Additional Protocol to the PfP SOFA), dated 19 December 1997; Noting that not all Participants are Parties to the Further Additional Protocol to the PfP SOFA.

CONSIDERING further that with MCM-236-03, the Military Committee (MC) advised the North Atlantic Council (NAC) to establish a program by which the NAC can exercise its authority under Article 9 of the North Atlantic Treaty to grant a COE the status as an International Military Organisation (IMO) under the Paris Protocol by the NAC;

NOTING that Headquarters, Supreme Allied Commander Transformation (HQ SACT) in coordination with the Framework Nation (FN), acting on behalf of the Participants, will submit an application for the activation of the NATO MILMED COE as an IMO pursuant to Article 14 of the Paris Protocol;

MINDFUL that Hungary and HQ SACT shall conclude a Supplementary Agreement to the Paris Protocol to implement the international status of the NATO MILMED COE; and

DESIRING to establish the NATO MILMED COE for the facilitation of transformation in the field of military medicine within NATO's overall transformation efforts -

have reached the following understanding:

Section 1

Definitions

1.1. Unless another meaning is specified within this MOU and its follow-on documents, "The NATO Glossary of Terms and Definitions" (AAP-6) and "The NATO Glossary of abbreviations used in NATO documents and publications" (AAP-15) will apply.

1.2. Within this MOU and its follow-on documents the following definitions will apply:

a. Allied Command Operations (ACO) - As outlined in MC 324/1, Supreme Headquarters Allied Powers Europe (SHAPE) and the other entities subordinated to SACEUR.

b. Allied Command Transformation (ACT) - As outlined in MC 324/1, Headquarters Supreme Allied Commander Transformation (HQ SACT) and the other entities subordinated to SACT.

c. Centre of Excellence (COE) - As defined in MCM-236-03, a NAC-accredited nationally or multi-nationally sponsored centre supporting NATO.

d. COE Network - The network of all COE supporting the NCA coordinated by HQ SACT.

e. Contributing Partner (CP) - A nation, organisation or agency that is not a Participant and provides a contribution to the NATO MILMED COE.

f. Framework Nation (FN) - The Ministry of Defence of Hungary as the Participant that provides key personnel as well as most of the support personnel and ensures the initial infrastructure, equipment, administrative support and the Host Nation Support for the NATO MILMED COE.

g. Headquarters, Supreme Allied Commander Transformation (HQ SACT) - as defined in MC 324/1, the headquarters of ACT. The entity utilizing the COE for NATO and serving as the coordinator for the interaction with all NATO entities.

h. Health Surveillance – The ongoing systematic collection and analysis of health related data and the provision of information which may lead to action being taken to prevent and control a disease (usually one of an infectious disease).

- i. Military Medical Centre of Excellence (NATO MILMED COE) - The COE offered by the Participants as a NATO COE providing subject matter expertise in the field of operational military medicine.
- j. MILMED COE Program of Work (POW) - The document setting out the NATO MILMED COE activities for the course of a calendar year and including the long term perspective of NATO MILMED COE activities.
- k. Military Medical Cooperation - The cooperation and interoperability of NATO's and its Nations' and Partners' existing and future military medical systems, defence standards, procedures, capabilities and technology, to include the cooperation between nations and organisations through the sharing of information and developments concerning military medical matters.
- l. NATO Command Arrangement (NCA) - NCA as defined in MC 324/1.
- m. NATO Command Structure (NCS) - NCS as defined in MC 324/1.
- n. North Atlantic Council (NAC) - The Council established pursuant to Article 9 of the North Atlantic Treaty.
- o. Other Partners - Any nation, organisation or agency that uses the services and / or products provided by the MILMED COE other than a Participant, a Contributing Partner, or NATO bodies.
- p. Steering Committee (SC) - The committee set up by the Participants as the main body for guidance, oversight and decisions on all matters concerning the administration, policies and operation of the NATO MILMED COE.
- q. Supreme Allied Commander Transformation (SACT) - as defined in MC 324/1, the commander of ACT.

Section 2

Purpose

The purpose of this MOU is to establish the NATO MILMED COE in Budapest, Hungary and establish arrangements for its operation, funding, manning, equipment, and infrastructure, as well as for its administrative and logistical support.

Section 3

Mission and Responsibilities

3.1 The mission of the NATO MILMED COE is to support and assist the Strategic Commands, other NATO bodies, nations, other civil and military bodies by supporting the transformation of the Alliance and thereby improving medical support to operations and to provide subject matter expertise in the following areas:

- Medical training and evaluation leading to certification
- Medical Lessons Learned focusing on tactical aspects
- Standards development and custodianship
- Deployment related health surveillance

3.2 The NATO MILMED COE will be involved in a number of interlinked medical related activities:

- Medical training
- Doctrine and standards development
- Lessons Learned process
- Evaluation of medical capabilities
- Collection, handling and analysis of health related data as well as provision of specific recommendations

3.3 The NATO MILMED COE will ensure first priority of work for services and products requested by HQ SACT on behalf of NATO bodies. In relation to deployment related health surveillance, the Participants recognise HQ SACT requirement that priority will be given to services requested by ACO. Within its capacity, the NATO MILMED COE will also support the CPs, Participants and Other Partners, in their military medical related efforts.

Section 4

Organisation and Relationships

4.1. Within the Framework of this MOU the Steering Committee (SC) is the highest decision making level of the MILMED COE. The Steering Committee is responsible for the direction, guidance and supervision of the NATO MILMED COE. It will approve the POW and the budget and will supervise their execution. The Terms of Reference (TOR) of the SC are laid down in Annex B.

4.2. The SC consists of one representative from each Participant. The chair of the SC is from the FN, and is not identical with the representative of the FN. The Chair does not have a vote in the SC.

4.3. The decisions of the SC will be taken by the consensus of the representatives. SC decisions can be taken by other means of communication than a meeting, as agreed by SC, but no decision will be taken under silence procedure in this case.

4.4. The internal structure of the NATO MILMED COE, manning and position allocations are outlined in Annex A. The SC may, with the written consent of the Participant or Participants concerned, temporarily reallocate any person provided that they bear no effect on either the cost share (Section 9.2) or the execution of the current budget.

4.5. The Director of the NATO MILMED COE (DIR MED COE) is responsible to the SC for the fulfilment of the mission, the tasks and the operation as well as administration of the NATO MILMED COE. DIR MED COE reports directly to the SC. The TOR of the DIR MED COE are laid down in Annex C.

4.6. The NATO MILMED COE forms part of the wider framework supporting the NCA. Although not a part of the NCS, the NATO MILMED COE will be part of the COE network, as coordinated by HQ SACT.

4.7. The relationship between SACT and the NATO MILMED COE will be established through the NATO MILMED COE Functional Relationship MOU, through which HQ SACT will be the task coordinator for all NATO bodies' service requests for the NATO MILMED COE.

4.8. As co-ordinated by HQ SACT, the NATO MILMED COE will establish the necessary working relationships with NATO bodies and the COE network and co-ordinate the execution of the POW. The NATO MILMED COE will further establish working relationships with national and international entities.

4.9. The SC may recommend including CP in NATO MILMED COE activities and encourage the conclusion of respective separate arrangements between the Participants and the CP.

Section 5 Programme of Work

5.1. Taking into account the requests of HQ SACT, the Participants, CP and the Other Partners, the DIR MED COE will, in accordance with Annex C, prepare and submit the draft of the POW to the SC for the following calendar year. Upon submission by the DIR MED COE, the SC will consider all requests for services and products, including associated costs, and will then approve the POW for the NATO MILMED COE in accordance with Annex B.

5.2. Additional in-year requests from HQ SACT, Participants, CP or Other Partners will be received by the DIR MED COE and handled in accordance with appropriate procedures.

Section 6 Personnel

6.1. The management of NATO MILMED COE personnel will follow the procedures laid down in ACT Directive 45-001 (dated 26 October 2006), wherever practicable and unless otherwise provided in this MOU or decided by the SC.

6.2. Each Participant will assign at least one personnel on location to the staff of the NATO MILMED COE (not including administrative personnel). As a general rule Participants assign their personnel for a 3 year tour of duty.

6.3 Without prejudice to the provision in Section 6.2 Participants can share additional positions (and resulting obligations) on a rotational basis; the rotation will be mentioned in Annex A.

6.4 The Participants will fill their positions at the NATO MILMED COE in a timely manner by assigning qualified personnel, possessing with an appropriate security clearance, in accordance with Annex A and the SC-approved job descriptions. The DIR MED COE will be the custodian of the job descriptions.

6.5 Should a Participant not be able to fill an assigned position for more than 120 days, the Participant will inform the DIR MED COE in writing. In coordination with the concerned Participant, the DIR MED COE then may approach the other Participants to fill the position temporarily.

6.6 The personnel of the NATO MILMED COE will work under the supervision of the DIR MED COE who - with the exception of national duties and discipline - will give directions to all personnel of the NATO MILMED COE. National duties for NATO MILMED COE staff should not affect the duties to the NATO MILMED COE. The DIRMED COE will provide evaluation reports for personnel assigned to the NATO MILMED COE, if requested by a Participant.

6.7 Full command of and disciplinary power over personnel posted to the NATO MILMED COE is retained by their respective national authorities. Each Participant will designate an officer of appropriate rank and authority, to represent his or her nation to the DIR MED COE for all issues regarding the national responsibilities and discipline of their personnel assigned to the NATO MILMED COE.

6.8 The regulations of the concerned Participant hosting the NATO MILMED COE or any of its premises apply in the field of occupational safety and health, including the supervision of standard safety precautions.

6.9 The working language of the NATO MILMED COE is English.

Section 7

Participants' Responsibilities

7.1 Each Participant will be responsible for:

a. Salaries, allowances, per diem (lodging, meals and incidental costs), travel costs for initial appointment and departure, at the end of that personnel's term of office, from the NATO MILMED COE as well as all other costs related to the assignment of its personnel to the NATO MILMED COE or fulfilment of national duties during the assignment to the NATO MILMED COE.

b. Equipment, services or personnel brought into the NATO MILMED COE by that Participant for national purposes in excess of that provided by the FN, as well as their operation and maintenance costs;

c. National training and education as specified in the job descriptions as prerequisites;

d. Individual requirements of that Participant, to include infrastructure, security and

support personnel additional to its position assignments in Annex A;

- e. Ensuring health care insurance for their personnel or other appropriate arrangement / coverage, in accordance with applicable national laws of Participant, and
- f. Repatriation of the body in case of death of a member of its personnel.

Section 8
Support to the NATO MILMED COE

8.1. The FN will provide free of charge the Framework Nation support for the NATO MILMED COE, as outlined in Part I of Annex E. The FN authorities will retain ownership of all facilities, lands and equipment made available by it to the NATO MILMED COE.

8.2. Additional support rendered permanently by Participants other than FN is detailed in subsequent Parts of Annex E.

Section 9
NATO MILMED COE Budget and Cost Share

9.1. The fiscal year begins on 1st of January and ends on 31st of December.

9.2. The budget of the NATO MILMED COE will cover one fiscal year and will consist of the shared costs as outlined in Annex D. The cost-sharing formula for the budget is based on the agreed manning table in Annex A to this MOU. The share of each Participant in the budget will be calculated as follows:

$$\frac{\text{Number of officer or equivalent positions assigned to the Participant in the NATO MILMED COE}}{\text{total number of NATO MILMED COE assigned officer or equivalent positions}} \times \text{total NATO MILMED COE budget}$$

9.3. Administrative positions, as indicated in Annex A, will not be considered as counting towards the total number of the NATO MILMED COE assigned positions and are therefore excluded from the cost-share formula set out in paragraph 9.2.

9.4. The budget will first be established for the fiscal year 2010. Until then, the FN will bear the costs of the NATO MILMED COE.

9.5. Each Participant will continue to be responsible for its share of costs associated with assigned but unfilled positions.

Section 10

Accounting and Auditing

10.1 Funds provided by the Participants will be managed and controlled on the basis of the NATO MILMED COE Financial Management Procedures, which are to be approved by the SC, and accounted for in accordance with NATO budgetary and accounting rules and procedures.

10.2 NATO MILMED COE will prepare an annual budget estimate for final approval by the SC. The annual budget specifies authorised expenditures and revenues. DIR MILMED COE is authorised to initiate commitments only for the purpose and within the limits of the approved budget. The DIR MED COE will be responsible for the execution of the budget.

10.3 The budget of the NATO MILMED COE will be managed in Euros.

10.4 In accordance with the approved budget, the DIR MED COE will normally submit two calls for funds per year payable by the Participants within 90 days of receipt of the call for funds. The DIR MED COE will submit the first call for funds no later than 1st December of the preceding year unless decided otherwise by the SC.

10.5 Any existing credits will be balanced in the appropriate call for funds.

10.6 Payments by Participants will be made free of charge for the NATO MILMED COE to the bank account designated by the DIR MED COE.

10.7 If it emerges during the course of the fiscal year that the approved budgetary funds will be insufficient, the DIR MED COE will submit a supplementary budget to the SC for approval.

10.8 After the conclusion of each fiscal year, the DIR MED COE will submit to the SC a Financial Statement of Accounts for approval.

10.9 The DIR MED COE will also submit to SC members a mid-year budget report by 31st of July.

10.10 Any Participant is entitled to request a budget report whenever it is thought necessary, which will be provided by the DIR MED COE within 30 days after the request.

10.11 The audit functions for the budget of the NATO MILMED COE will be performed as directed by the SC.

10.12 Irrespective of the audits conducted in accordance with paragraph 10.11, national audit authorities are entitled to request information from the DIR MED COE and may request access to all records or copies thereof, which are required to audit their national contributions.

10.13 Funds not committed by the end of the current fiscal year will be retained and offset against the Participants' contribution to the NATO MILMED COE budget of the following year.

10.14 Financial responsibilities of the Participants under this MOU are subject to the authorisation and appropriation of funds in accordance with respective national laws.

Section 11

Financial Considerations

11.1. In general, services and products included in the POW and provided to NATO bodies on request of HQ SACT and for the Participants are free of charge.

11.2. As far as permitted by international and national laws and regulations, the Participants will not levy taxes, fees or similar charges on the official activities of the NATO MILMED COE for NATO.

11.3. Reimbursement for the services and products provided to CP and Other Partners will be specified by the SC. The reimbursement will be based on identifiable costs.

11.4. For courses provided by or through the NATO MILMED COE, also to NATO personnel, individual course fees may be charged, provided that these are established in accordance with the principles of the applicable STANAG and, for the purpose of the annual budget, will be reflected as income.

Section 12

Claims

12.1 Claims arising out of or in connection with the activities of the NATO MILMED COE will be handled in accordance with Article VIII of the NATO SOFA and after activation in accordance with Article 6 of the Paris Protocol, as applicable.

12.2 Any claims attributable to the NATO MILMED COE, to include portions thereof arising out of the provisions of the Paris Protocol, will be shared by the Participants in accordance with the cost share formula as provided in Section 9.2 of this MOU.

Section 13

Security

13.1. Security administration within the facilities in the use of the NATO MILMED COE, including visits, security clearances and information security are the responsibility of the DIR MED COE acting in accordance with the applicable national and NATO security regulations.

13.2. Classified information stored, handled, generated, transmitted or exchanged as a result of the execution of this MOU will be treated in accordance with C-M (2002) 49 "Security within the North Atlantic Treaty Organisation", dated 17 June 2002, in the respective authorised edition, including all supplements and amendments thereto, and existing international agreements and arrangements.

13.3. Unclassified information stored, handled, generated, transmitted or exchanged as a result of the execution of this MOU will be treated in accordance with C-M (2002) 60 "The management of non-classified information", dated 24 July 2002, in the respective authorised edition, including all supplements and amendments thereto and existing security agreements and arrangements.

13.4. In the NATO MILMED COE activities where involvement of contractors is needed, NATO MILMED COE will conclude special non-disclosure agreements with these contractors.

13.5. In the event of termination or withdrawal from this MOU, the Participants will ensure that the provisions relating to security, disclosure of information, and confidentiality remain in effect.

Section 14

Legal Considerations

14.1. The NATO MILMED COE will have international status pursuant to Article 14 of the Paris Protocol as a subsidiary body of NATO in accordance with Article 9 of the North Atlantic Treaty upon activation by the NAC as an International Military Organisation.

14.2. In accordance with paragraph 2 of Article 16 of the Paris Protocol, Hungary and SACT will conclude a Supplementary Agreement to the Paris Protocol to supplement the international status of the NATO MILMED COE.

14.3. The provisions of the NATO SOFA and the Paris Protocol will apply to the NATO MILMED COE and its personnel, as applicable.

14.4. Until activation of the NATO MILMED COE as an IMO by the NAC, pursuant to the Paris Protocol, the FN will act for the NATO MILMED COE and coordinate the interests of the Participants.

14.5. Until activation the FN will host the MILMED COE; during this period the other Participants will attach their national elements to the MILMED COE in accordance with applicable international and national law, including the NATO SOFA.

14.6. Ownership regarding the intellectual property generated by the NATO MILMED COE will be held and administered by the NATO MILMED COE, unless otherwise decided by the SC.

14.7. Without prejudice to the obligations under the North Atlantic Treaty, the NATO SOFA, and the Paris Protocol, the Participants do not intend to create any rights or obligations under international law by virtue of this MOU.

14.8. The Participants do not intend to cause a conflict between this MOU and the relevant national laws or international law. Should such conflict nevertheless arise, the affected national or international law will prevail over this MOU. The Participant whose national laws or obligations under international law are affected will notify the other Participants in writing.

Section 15

Addition of New Participants

15.1. The addition of any new Participant to this MOU, which thereby will also accede to any existing arrangement between the existing Participants and a CP, will be done through a Note of Joining (NOJ), an example of which is laid down in Annex F, to be signed by the new Participant and the existing Participants.

15.2. Prior to the signing of the NOJ, the amount of the budgetary funds initially required from the new Participants to offset previous investments will be negotiated and determined between the new Participants and the existing Participants, and laid down in the NOJ.

15.3. Unless otherwise provided in the NOJ, the NOJ will come into effect on the date of the last signature. The NOJ will only be effective for a Participant if that Participant also signs a NOJ for the NATO MILMED COE Functional Relationship MOU.

Section 16

Withdrawal of Participants

16.1. Any Participant may withdraw from this MOU or reduce its personnel contribution on presentation of twelve months written notice to all other Participants. The withdrawing Participant will also inform the SC in writing. The FN will duly notify SACT of the withdrawal. The withdrawing Participant will continue to support the NATO MILMED COE, including paying its share of the budget, until the notice period ends.

16.2. The financial consequences of a Participant withdrawing from this MOU will be decided by the Participants based on the following principles:

16.2.1. In the case of a withdrawal of a Participant, the remaining Participants will examine all projects that are not yet completed in order to decide whether they have to be cancelled or reduced in scope. In the event no other Participant assumes the shares existing prior to the withdrawn or reduced participation, the remaining Participants will endeavour to reduce operating costs as quickly as possible to adjust them to the new situation. Since the Programme of Work is normally determined for one year ahead, the transitional period should allow any projects in that period to finish.

16.2.2. Should a Participant withdraw from this MOU or reduce the scope of its participation, it will:

a) Continue to support the MILMED COE until the end of the budget period, in which the notice period ends, and remain responsible for its outstanding financial liabilities resulting from its period of participation unless the share in question and the resulting financial liabilities are assumed by other Participants;

b) Be reimbursed by another Participant for the residual value of all goods to which it

has contributed to the extent its share is assumed by the other Participant. Should the withdrawing or reducing Participant not be reimbursed at the time of withdrawal, it will retain its claim to the residual value until such time as another Participant assumes its share and pays compensation for it or until the goods have been written off in full.

16.3. A withdrawal of a Participant from the NATO MILMED COE Functional Relationship MOU will have the corresponding effect on its participation in this MOU.

16.4. If a Participant is not able to fulfil its obligations for more than one year as regards assignment of personnel or contributing to the budget, its rights in the decision-making will be suspended until the SC determines that those obligations are fulfilled. If that Participant is not able to fulfil its obligations for more than two years, this will be considered as the withdrawal from this MOU by the Participant automatically.

Section 17 Settlement of Disputes

Any dispute regarding the interpretation or implementation of this MOU will be settled only by consultation among the Participants involved and will not be referred to any national or international tribunal or any other third party for settlement.

Section 18 Amendment

18.1. In the event of one or more Participants joining or withdrawing from this MOU or changing their personnel contribution, the existing or remaining Participants will consider any necessary amendments to this MOU.

18.2. This MOU and the Annexes may be amended only with the unanimous written consent of the Participants, unless otherwise provided in this MOU.

Section 19 Termination

19.1. This MOU may be terminated at any time upon written decision by all Participants.

19.2. In the event that this MOU is terminated, or a Participant makes formal notification of its withdrawal from the MOU, the provisions of this MOU will continue to be applied until any outstanding matters have been resolved.

19.3. In the event that this MOU is terminated, the residual value of the equipment and other capital goods, which have been commonly funded by the Participants will be distributed among the Participants in accordance with their cost share established in accordance with paragraph 9.2.

19.4. In the determination of the residual value, the following aspects have to be duly

considered:

- a) The military value or, if no military follow-on use takes place, the economic value of these capital goods and other items in the HN;
- b) The achievable profit of these capital goods; and
- c) The costs individually or commonly funded by the Participants.

Section 20

Entry into effect

20.1 This MOU will enter into effect on the day following the signing ceremony arranged by HQ SACT.

20.2 Participants referring their signature for approval by national authorities will duly notify HQ SACT of such approval.

20.3 Upon approval, this MOU will enter into effect for such Participants on the day following the signing ceremony arranged by HQ SACT.

20.4 If, however, a Participant notifies the said approval after 31st October 2009, the Participants will determine the status and conditions of this participation considering a recommendation of the DIR MILMED COE.

20.5 This MOU will only be effective for a Participant if that Participant also signs the NATO MILMED COE Functional Relationship MOU.

Section 21

Final Considerations

21.1 This MOU (also referred to as "NATO MILMED COE Operation MOU") consists of twenty-one sections and six annexes. The annexes are integral parts of this MOU.

21.2 References to NATO policy documents shall encapsulate any amendment thereof, or, as the case may be, refer to such policy documents as may replace them.

ANNEX A**TO THE NATO MILMED COE OPERATION MOU****NATO MILMED COE Manning Table**

No	Location	Organisation	Position	Number	Rank	Allocated to nation	Remarks	
DIRECTORATE								
1	Budapest/HUN	Directorate	DIRECTOR	MMC DXX 0010	OF-6	HUN/DEU	HUN and DEU will rotate on this post in such a way, that the Participant not filling this post will fill the MMC DDX 0010 post.	CS
2	Budapest/HUN	Directorate	Deputy DIRECTOR / Chief Of Staff	MMC DDX 0010	OF-5	DEU/HUN	Appropriate Professional Qualification (APQ)* Rotation as described above	CS
3	Budapest/HUN	Directorate	Personnel	MMC DPX 0010	OF-4	HUN	APQ	CS
4	Budapest/HUN	Directorate	Legal advisor	MMC DLA 0010	OF-3	HUN	MS	CS
5	Budapest/HUN	Directorate	Quality manager	MMC DCX 0010	OF-3	HUN	APQ	CS
6	Budapest/HUN	Directorate	Financial Controller	MMC DFX 0010	OF-3	HUN	APQ	A
7	Budapest/HUN	Directorate	Public Relations	MMC DAC 0010	OF-2	HUN	APQ	CS
8	Budapest/HUN	Directorate	Aide de Camp	MMC DAC 0010	OF-2	HUN	APQ	CS

9	Budapest/HUN	Directorate	P. Assistant	MMC DPA 0010	OR-8	HUN		A
10	Budapest/HUN	Directorate	Driver	MMC DPD 0010	OR-6	HUN		A
TRAINING BRANCH								
11	Budapest/HUN	Training Branch	Branch Chief	MMC TXX 0010	OF-5	HUN	MD	CS
12	Budapest/HUN	Training Branch	Branch Administrator	MMC TXX 0020	OR-8	HUN		A
13	Budapest/HUN	Training Branch	Evaluation SO1	MMC TEX 0010	OF-4	NLD	APQ	CS
14	Budapest/HUN	Training Branch	Evaluation SO2	MMC TEX 0020	OF-3	HUN	APQ	CS
15	Budapest/HUN	Training Branch	Courses SO1	MMC TCX 0010	OF-4	USA	APQ	CS
16	Budapest/HUN	Training Branch	Courses SO3	MMC TCX 0030	OF-2	HUN	APQ	CS
17	Budapest/HUN	Training Branch	Courses Admin	MMC TCX 0040	OR-8	open	APQ	A
18	Budapest/HUN	Training Branch	Training NCO	MMC TCX 0050	OR-8	HUN		A
INTEROPERABILITY BRANCH								
19	Budapest/HUN	Interoperability Branch	Branch Chief	MMC IXX 0010	OF-5	CZE	MD	CS
20	Budapest/HUN	Interoperability Branch	Branch Administrator	MMC IXX 0020	OR-8	HUN		A
21	Budapest/HUN	Interoperability Branch	Concepts/Policy SO1	MMC ICP 0010	OF-4	ROU	APQ	CS
22	Budapest/HUN	Interoperability Branch	Concepts/Policy SO2	MMC ICP 0020	OF-3	HUN	APQ	CS
23	Budapest/HUN	Interoperability Branch	Doctrine SO1	MMC IDX 0010	OF-4	HUN	APQ	CS

24	Budapest/HUN	Interoperability Branch	Doctrine SO2	MMC IDX 0020	OF-3	ITA	APQ	CS
25	Budapest/HUN	Interoperability Branch	Standardisation SO1	MMC ISX 0010	OF-4	SVK	APQ	CS
26	Budapest/HUN	Interoperability Branch	Standardisation SO2	MMC ISX 0020	OF-2	HUN	APQ	CS
LESSONS LEARNED BRANCH								
27	Budapest/HUN	Lessons Learned Branch	Branch Chief	MMC LLX 0010	OF-5	USA	MD	CS
28	Budapest/HUN	Lessons Learned Branch	Branch Administrator	MMC LLX 0020	OR-8	HUN		A
29	Budapest/HUN	Lessons Learned Branch	Lessons Identified SO1	MMC LLI 0010	OF-4	POL	APQ	CS
30	Budapest/HUN	Lessons Learned Branch	Lessons Identified SO2	MMC LLI 0020	OF-3	HUN	APQ	CS
31	Budapest/HUN	Lessons Learned Branch	Analysis SO1	MMC LLA 0010	OF-4	HUN	APQ	CS
32	Budapest/HUN	Lessons Learned Branch	Quality management SO2 (database)	MMC LLQ 0020	OF-3	HUN	APQ	CS
33	Budapest/HUN	Lessons Learned Branch	Quality management SO3	MMC LLQ 0030	OF-2	open	APQ	CS
SUPPORT BRANCH								
34	Budapest/HUN	Support Branch	Section Head (CIS)	MMC SXX 0010	OF-4	HUN		A
35	Budapest/HUN	Support Branch	Deputy Section Head (CIS)	MMC SXX 0020	OF-3	HUN		A
36	Budapest/HUN	Support Branch	Deputy Section Head (P&C)	MMC SXX 0030	OF-3	HUN		A
37	Budapest/HUN	Support Branch	Administrator	MMC SXX 0040	OR-8	HUN		A
38	Budapest/HUN	Support Branch	CIS	MMC SXX 0050	OR-8	HUN		A

39	Budapest/HUN	Support Branch	CIS	MMC SXX 0060	OR-8	HUN		A
40	Budapest/HUN	Support Branch	Logistics NCO	MMC SXX 0070	OR-8	HUN		A
REGISTRY SECTION								
41	Budapest/HUN	Registry Section	Section Head	MMC RXX 0010	OR-8	HUN		A
42	Budapest/HUN	Registry Section	Registry Administrator	MMC RXX 0020	Civ.	HUN		A
DEPLOYMENT HEALTH SURVEILLANCE CAPABILITY (DHSC)								
43	Munich/DEU	DHSC	Branch Chief DHSC	DHSC 0010	OF-5	DEU/FRA	FRA and DEU will rotate on this post in such a way, that the Participant not filling this post will fill the MMC DDSC 0020 post.	CS
EPIDEMIOLOGY AND ANALYSIS SECTION								
44	Munich/DEU	DHSC	Section Head and Deputy Branch Chief DHSC	DHSC 0020	OF- 3/4	FRA/DEU	Rotation as described above	CS
45	Munich/DEU	DHSC	Analysis SO	DHSC 0030	OF-3	OPEN		CS
46	Munich/DEU	DHSC	Branch Administrator	DHSC 0040	OR-9	DEU		A
EPIDEMIOLOGICAL SITUATION SECTION								
47	Munich/DEU	DHSC	Section Head	DHSC 0050	OF- 4/5	GBR		CS
48	Munich/DEU	DHSC	Analysis SO	DHSC 0060	OF-3	OPEN		CS
49	Munich/DEU	DHSC	Documentation NCO	DHSC 0070	OR-7	OPEN		A
50	Munich/DEU	DHSC	Documentation NCO	DHSC 0080	OR-7	BEL		CS
STATISTICS AND SUPPORT SECTION								
51	Munich/DEU	DHSC	Section Head	DHSC 0090	OF-3	OPEN		CS

52	Munich/DEU	DHSC	Analysis SO	DHSC 0100	OF-2	OPEN		CS
53	Munich/DEU	DHSC	Documentation NCO	DHSC 0110	OR-7	DEU		A

APQ: BA, MS, PhD, or equivalent and other non-defined professional qualifications (special courses or training diplomas reflected in JDs);

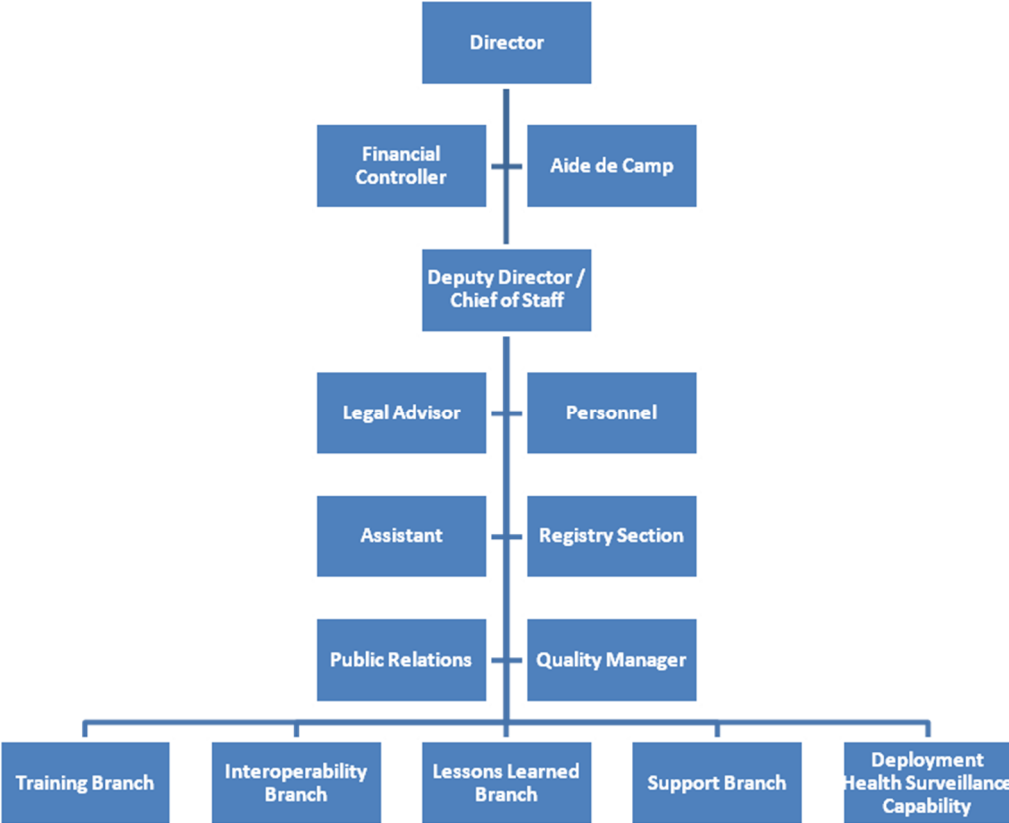
A: administrative positions;

MD: medical doctor;

CS: position counted in MILMED COE - Cost Share, Section 9.

**APPENDIX 1 TO ANNEX A
TO THE NATO MILMED COE OPERATION MOU**

NATO MILMED COE Structure



ANNEX B TO THE NATO MILMED COE OPERATION MOU

Terms of Reference of the Steering Committee

1. The SC is responsible for guidance and supervision of all NATO MILMED COE activities and administration, taking into consideration Participants' interests regarding all matters pertaining to the NATO MILMED COE.
2. The responsibilities and tasks of the SC will include, but will not be limited, to:
 - a. approving the budget and POW for the coming fiscal year no later than 31st of May of the preceding year or as determined by the SC;
 - b. approving financial management procedures and providing directives for the operation of the NATO MILMED COE;
 - c. providing the long term strategic perspective for the NATO MILMED COE activities;
 - d. considering and approving additional in-year requests for the POW and possible amendments to the budget;
 - e. recommending the terms of participation of the CP in the NATO MILMED COE activities;
 - f. approving Job Descriptions of the NATO MILMED COE personnel;
 - g. directing auditing functions and reviewing audit reports;
 - h. addressing administrative issues;
 - i. reviewing the budget report of the DIR MED COE;
 - j. providing guidance on the functional relationships of the NATO MILMED COE with other organisations and nations;
 - k. reviewing and amending the Concept of the NATO MILMED COE;
 - l. proposing changes to the MOU and its Annexes to the Participants;
 - m. approving the annual Financial Statement;
 - n. approving temporary reallocations in the internal structure of the NATO MILMED COE in accordance with Section 4.4.
3. The SC is entitled to:
 - a. request information from the DIR MED COE; and

- b. receive assistance from the NATO MILMED COE through the DIR MED COE.
4. Routine meetings of the SC will take place at least once a year.
5. The DIR MED COE will attend the meetings of the SC without a vote.
6. Additional meetings may be called by the Chairman. Requests by any Participant or the DIR MED COE should be considered by the Chairman.
7. The agendas of SC meetings will be drawn up in advance and distributed at least 30 days prior to each meeting. Agreed minutes will be distributed to the members of the SC.
8. Each Participant may provide any other required experts in an advisory capacity to support its SC representative.
9. HQ SACT will be invited to participate in the relevant SC meetings to advise the SC on NATO entities' requirements and priorities. Other representatives as invited by the SC may attend in an advisory capacity.

**ANNEX C
TO THE NATO MILMED COE OPERATION MOU**

Terms of Reference of the DIR MED COE

1. The DIR MED COE is responsible for:

- a. overall day-to-day management of the NATO MILMED COE;
- b. preparing and submitting the drafts of the budget and POW, as well as a midterm financial plan for five following years to the SC for approval no later than 30th of April of the preceding year;
- c. submitting the budget report of the preceding fiscal year to the SC no later than 30th of April;
- d. reporting to and informing the SC of all matters that need SC's attention or when so requested by the SC;
- e. forwarding additional in-year POW requests as well as the budgetary implications to the SC for consideration and approval;
- f. ensuring the execution of the POW and implementation of the budget;
- g. forming working groups for efficient implementation of the POW and optimizing implementation of other tasks of the NATO MILMED COE;
- h. processing any tasking requests for the POW from HQ SACT, Participants, CPs or Other Customers;
- i. performing the continuous coordination regarding the POW with HQ SACT, to include providing HQ SACT with quarterly reports; and
- j. exercising leadership (excluding disciplinary issues and national duties) inside the NATO MILMED COE with regard to personnel.

2. The DIR MED COE is granted authority to:

- a. engage HQ SACT in the development and execution of the POW and establish, in coordination with HQ SACT, inter-relationships and bi-lateral functional arrangements with the NCS;
- b. consult with NATO, national authorities and other relevant organizations to facilitate the accomplishment of his mission;
- c. make recommendations to HQ SACT on matters affecting military medical issues;
- d. conclude cooperation arrangements with Participants not affecting the

execution of the POW nor budget; and

- e. conclude contracts for the NATO MILMED COE on the basis of the approved budget after being granted IMO status under the Paris Protocol by activation.

**ANNEX D
TO THE NATO MILMED COE OPERATION MOU**

Shared Costs

Participants will bear the costs listed below (shared costs) in accordance with the Section 9 of this MOU based on their cost share and within the limits of the budget for the relevant fiscal year and the corresponding POW:

1. Administrative expenses
2. Travel costs
3. POW related project-specific expenses
4. Hospitality costs
5. Information and PR services
6. POW related project-specific lab equipment and furnishing

ANNEX E

TO THE NATO MILMED COE OPERATION MOU

I. Framework Nation Support

1. Administrative support

- Office supplies (initial)
- Copying and printing support (initial)
- Postage within FN internal postage system
- Administrative freightage
- Supplies and registries
- Administrative service

2. NATO MILMED COE office and lab rooms

- Office and lab rooms
- Office CIS infrastructure (initial)
- Office and lab rooms' administrative support (initial)
- Office rooms furnishing, fittings and basic CIS equipment (initial)
- Heating
- Electricity
- Water and sewage
- Physical security infrastructure and services
- External infrastructure repairs, restoration, dismantle
- Use of FN conference rooms and classrooms (on a space-availability basis)
- Access to local dining facilities

3. Medical Support

3.1. FN will provide free of charge on-base first aid, out-base regular sick call hours, on call emergency care, stabilization and preparation of injured for further evacuation to higher level medical treatment facilities, within military medical service system.

3.2. NATO MILMED COE Personnel and their dependents have access to Hungarian medical facilities in accordance with the legal regulations of Hungary and applicable international agreements relevant for the treatment of foreigners.

4. Recreational Facilities

NATO MILMED COE personnel will be granted the use of the recreational, sports and welfare facilities and services on a space-availability basis under the conditions applicable to the personnel of the Hungarian Defence Forces.

5. Transportation and parking

FN will be responsible for providing an initial set of transportation vehicles for official use and providing free access of NATO MILMED COE personnel to a designated parking area.

6. Other assistance

On request, administrative personnel of the FN will assist the NATO MILMED COE personnel in finding accommodation, establishing bank accounts and providing other practical support in the beginning of their assignment to the NATO MILMED COE.

II. DEU Participant – in relation to the Deployment Health Surveillance Capability Section (Munich, Germany) – will provide free of charge:

1. Administrative support

- Office supplies
- Copying and printing
- Postage

2. the use of

- DHSC office
- Up to seven office rooms
- Office CIS infrastructure (initial)
- Office rooms' administrative support
- Office rooms furnishing, fittings and basic CIS equipment (initial)
- Heating
- Electricity
- Water and sewage
- Physical security infrastructure and services
- Use of conference rooms (on a space-availability basis)

3. Medical Support

On-base first aid; other support by the DEU military medical service system will be rendered in accordance to the applicable international agreements.

4. Dining Facilities

DHSC personnel will be granted access to local dining facilities at the same rates as DEU service personnel.

5. Other assistance

On request, administrative personnel of the DEU Participant - within capacities - assist the DHSC personnel in finding accommodation, establishing bank accounts and providing other practical support during their assignment.

**ANNEX F
TO THE NATO MILMED COE OPERATION MOU**

**NOTE OF JOINING
TO PARTICIPATE IN THE MEMORANDUM OF UNDERSTANDING BETWEEN
(LIST OF PARTICIPANTS)
CONCERNING THE ESTABLISHMENT, ADMINISTRATION AND OPERATION
OF
THE CENTRE OF EXCELLENCE FOR MILITARY MEDICINE**

The Ministry of Defence of

HAVING DECIDED that it will participate in NATO's overall Command and Control Transformation efforts;

DESIRING to participate in the NATO MILMED COE in Budapest, as a Participant providing, in accordance with the Manning Organisation in Annex A of the Establishment, Administration and Operation of the Centre of Excellence for Military Medicine between (**placeholder for current Participants in the MOU**), the personnel for the post;

Serial No.:; **Job Title:**; **Rank:**

ELECTS to participate, as of DATE XXX, in and to abide by, the Memorandum of Understanding between (**placeholder for the current Participants of the COE**) concerning the Establishment, Administration and Operation of the Centre of Excellence for Military Medicine, which entered into effect on the DATE XXX; and

AGREES to contribute **an** amount of EUROS, in accordance with Section 15 paragraph 2 of the NATO MILMED COE Operation MOU, as an initial contribution to the funding of the NATO MILMED COE. Furthermore the Ministry of Defence of accedes hereby to the TA between (**placeholder for current Participants in the MOU**) and (**placeholder for current CP**) dated.

NAME
RANK
For the Ministry of Defence of
Date:

The Participants in the Memorandum of Understanding concerning the Establishment, Administration and Operation of the Centre of Excellence for Military Medicine

WELCOME the expressed commitment by (**placeholder for the new Participant**);

AGREE with the **XXXX (Placeholder for the new Participant)** joining them as a Participant participating in the Memorandum of Understanding concerning the Establishment, Administration and Operation of the Centre of Excellence for Military Medicine under the terms outlined in this Note of Joining.

AGREE to amend herewith Annex A of the Memorandum of Understanding concerning the Establishment, Administration and Operation of the Centre of Excellence for Military Medicine to reflect the above-stated post allocation for the (Participant). This Note of Joining is written in English and French languages, both versions being equally authentic.

(Placeholder for signature block of all current Participants)”

1.2 This Amendment will enter into effect on the date of the last signature.

This Amendment is signed in one original copy in the English and French languages, both texts are equally authentic. In case of any divergence of text, the English text will prevail. The original of this Amendment will be deposited with the FN, which will transmit certified copies to each of the Participants and HQ SACT.

THE FOREGOING REPRESENTS THE UNDERSTANDING REACHED AMONG THE PARTICIPANTS

SIGNATURE PAGE to the Note of Joining by the Minister of Defence of the Kingdom of Belgium and the Amendment of the Memorandum of Understanding on the Establishment, Administration and Operation of the Centre of Excellence for Military Medicine

For the Minister of Defence of the Kingdom of Belgium

19 August 2014

5

(Name) **MARC VAN LAETHEM**
COLONELGS
BELNLRACT

(Function)

SIGNATURE PAGE to the Note of Joining by the Minister of Defence of the Kingdom of Belgium and the Amendment of the Memorandum of Understanding on the Establishment, Administration and Operation of the Centre of Excellence for Military Medicine

For the Ministry of Defence of Hungary

Jul 30 2014

(Date) _____

(Signature)

Col. \w.\-e.. ?orbll

(Name)

JLE HUN

(Function)

SIGNATURE PAGE to the Note of Joining by the Minister of Defence of the Kingdom of Belgium and the
Amendment of the Memorandum of Understanding on the Establishment, Administration and Operation of the
Centre of Excellence for Military Medicine

For the Ministry of Defence of the Czech Republic

JUL 28, 2014
(Date)
Col Kovács
(Signature)
Gabriel KOVÁCS
(Name)
CZE NLR
(Function)

SIGNATURE PAGE to the Note of Joining by the Minister of Defence of the Kingdom of Belgium and the Amendment of the Memorandum of Understanding on the Establishment, Administration and Operation of the Centre of Excellence for Military Medicine

For the Minister of Defence of the French Republic

11th of december 2014
(Date)


(Signature)


Colonel Denis Colambo
(Name)

nr" & L-G.. **flc-r**
(Function)

SIGNATURE PAGE to the Note of Joining by the Minister of Defence of the Kingdom of Belgium and the Amendment of the Memorandum of Understanding on the Establishment, Administration and Operation of the Centre of Excellence for Military Medicine

For the Ministry of Defence of the Italian Republic

03 SEPT 2014
(Date)


(Signature)

COL PNOU FRANCE
(Name)

/) M,11. re; cl
(Function)

SIGNATURE PAGE to the Note of Joining by the Minister of Defence of the Kingdom of Belgium and the Amendment of the Memorandum of Understanding on the Establishment, Administration and Operation of the Centre of Excellence for Military Medicine

For the Minister of Defence of the Kingdom of the Netherlands

4 AUGUST 2014
(Date)

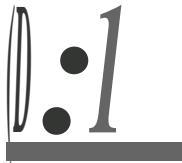
(Sign) _____

C1tflr } C. Ltvt-R. fckp U
(Name) _L

/./W vUc W-R.
(Function)

SIGNATURE PAGE to the Note of Joining by the Minister of Defence of the Kingdom of Belgium and the Amendment of the Memorandum of Understanding on the Establishment, Administration and Operation of the Centre of Excellence for Military Medicine

For the Ministry of National Defence of Romania

A stylized handwritten signature consisting of a vertical line on the left, two dots in the middle, and a large '1' on the right, all resting on a thick horizontal bar.

(Signature)

DANIEL PETRESCU

(Name)

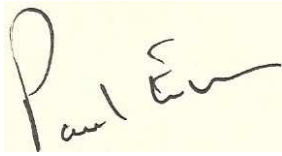
R-0V NL:q 70 Hf) .SAC7

(Function)

SIGNATURE PAGE to the Note of Joining by the Minister of Defence of the Kingdom of Belgium
and the Amendment of the Memorandum of Understanding on the Establishment, Administration and
Operation of the Centre of Excellence for Military Medicine

For the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland

21 August 2014

A handwritten signature in black ink on a yellow rectangular background. The signature appears to read "Paul Evans".

(Signature)

Air Marshal CPA Evans CB **QHP** MSc MB BCh DAvMed FRAeS RAF
Surgeon General UK and NI