

MEMORANDUM OF UNDERSTANDING

AMONG

THE DEPARTMENT OF DEFENSE OF
THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF DEFENCE OF
THE REPUBLIC OF ALBANIA

AND

THE MINISTRY OF DEFENCE OF
THE REPUBLIC OF BULGARIA

AND

THE DEPARTMENT OF NATIONAL DEFENCE OF
CANADA AND THE CANADIAN ARMED FORCES

AND

THE MINISTRY OF DEFENCE OF
THE KINGDOM OF DENMARK

AND

THE MINISTER OF DEFENCE OF
THE FRENCH REPUBLIC

AND

THE FEDERAL MINISTRY OF DEFENCE OF
THE FEDERAL REPUBLIC OF GERMANY

AND

THE MINISTRY OF NATIONAL DEFENCE OF
THE HELLENIC REPUBLIC

AND

THE MINISTRY OF DEFENCE OF
THE ITALIAN REPUBLIC



AND

THE MINISTRY FOR FOREIGN AFFAIRS OF
THE REPUBLIC OF ICELAND

AND

THE MINISTRY OF DEFENCE OF
THE KINGDOM OF NORWAY

AND

THE MINISTER OF NATIONAL DEFENCE OF
THE REPUBLIC OF POLAND

AND

THE MINISTRY OF NATIONAL DEFENCE
OF ROMANIA

AND

THE MINISTER OF DEFENCE OF
THE KINGDOM OF SPAIN

AND

THE GENERAL STAFF OF THE REPUBLIC OF TURKEY
(ACTING ON BEHALF OF THE GOVERNMENT OF
THE REPUBLIC OF TURKEY)

AND

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

AND

THE SUPREME HEADQUARTERS ALLIED POWERS EUROPE

CONCERNING

**THE ESTABLISHMENT, OPERATION, MANNING,
FUNDING, ADMINISTRATION, AND SUPPORT OF
ALLIED JOINT FORCE COMMAND NORFOLK**



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INTRODUCTION

The Department of Defense of the United States of America, the Ministry of Defence of the Republic of Albania, the Ministry of Defence of the Republic of Bulgaria, the Department of National Defence of Canada and the Canadian Armed Forces, the Ministry of Defence of the Kingdom of Denmark, the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of National Defence of the Hellenic Republic, the Ministry for Foreign Affairs of the Republic of Iceland, the Ministry of Defence of the Italian Republic, the Ministry of Defence of the Kingdom of Norway, the Minister of National Defence of the Republic of Poland, the Ministry of National Defence of Romania, the Minister of Defence of the Kingdom of Spain, the General Staff of the Republic of Turkey (acting on behalf of the Republic of Turkey), the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland, and the Supreme Headquarters Allied Powers Europe (SHAPE) (hereinafter referred to as the PARTICIPANTS);

CONSIDERING that in furtherance of the North Atlantic Treaty they have established Allied Joint Force Command Norfolk (hereinafter referred to as JFCNF), operating at the operational level, capable of executing effective command and control over assigned forces in order to achieve operational effects in an assigned trans-atlantic joint operating area;

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 belong to Parties of the Further Additional Protocol to the PfP SOFA;

NOTING that JFCNF was activated under decision (Action Sheet to PO (2019)0322-AS1, 26 July 2019) of the North Atlantic Council (NAC) and was granted international status under Paris Protocol, Article 14;



CONSIDERING that the Supplementary Agreement Between the United States of America and the Supreme Headquarters Allied Powers Europe to the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (Paris Protocol) Regarding Joint Force Command - Norfolk, Virginia, effected by the exchange of letters that entered into force on 2 January 2020.

The PARTICIPANTS have reached the following understanding:

SECTION ONE - DEFINITIONS

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) apply. In addition, for the purposes of this MOU, the following definitions are to apply:

- 1.1 **COM JFCNF** means Commander, Joint Force Command - Norfolk.
- 1.2 **CONTRIBUTING PARTNER (CP)** means any Non-NATO nation or international organisation that contributes to JFCNF in accordance with this MOU.
- 1.3 **FRAMEWORK NATION (FN)** means the UNITED STATES OF AMERICA (USA) as represented by the U.S. Department of Defense (DoD) in support of JFCNF.
- 1.4 **NOTE OF JOINING (NOJ)** means a document by which a NATO nation joins JFCNF as a PARTICIPANT.
- 1.5 **SENIOR NATIONAL REPRESENTATIVE (SNR)** means the senior officer, or other designated officer, of a PARTICIPANT or CP in JFCNF.
- 1.6 **SENIOR POLICY AND RESOURCE COMMITTEE (SPRC)** means that body comprised of representatives of the PARTICIPANTS.

SECTION TWO – PURPOSE AND SCOPE

- 2.1 This Memorandum of Understanding (MOU) sets forth the understandings of the PARTICIPANTS concerning the principles for the establishment, operation, manning, funding, administration, and support of JFCNF.
- 2.2 The scope of this MOU is based upon the Allied Joint Force Command Norfolk (JFCNF) concept, where in JFCNF is assigned to SACEUR as one of three NATO JFCs positioned to support NATO's requirements.

SECTION THREE - LEGAL AND SECURITY CONSIDERATIONS

- 3.1 The PARTICIPANTS do not intend to create any rights or obligations under international law by virtue of this MOU. This MOU is not intended to conflict with applicable national or international laws. Should such conflict nevertheless arise, the national or international law prevails. The concerned PARTICIPANTS are to notify each other in the event of any such conflict.
- 3.2 CP personnel, and their dependents that are not covered by the Exchange of Letters OR a Status of Forces Agreement (SOFA) and/or supplemental arrangements within the FN may require additional arrangements made outside the scope of this MOU.
- 3.3 Classified information used, stored, handled, generated, transmitted, exchanged, safeguarded or disposed of as a result of the implementation of this MOU is to be treated in accordance with C-M (2002) 49 "Security Within the North Atlantic Treaty Organisation," dated 17 June 2002, in the respective authorized edition, including all supplements and amendments thereto, and existing international agreements and arrangements.
- 3.4 Unclassified information used, stored, handled, generated, transmitted, exchanged, safeguarded or disposed of as a result of the implementation of this MOU is to be treated in accordance with C-M (2002) 60 "The Management of Non-Classified Information," dated 24 July 2002, in the respective authorized edition, including all supplements and amendments thereto, and existing security agreements and arrangements.
- 3.5 All visiting personnel are to comply with the security regulations of the host nation. Any information disclosed or made available to visitors is to be treated as if supplied to the Participant sponsoring the visiting personnel and is subject to the provisions of this MOU.

SECTION FOUR - PARTICIPATION AND CONTRIBUTION

- 4.1 Participation in JFCNF is open to any NATO member, subject to its acceptance of reasonable and equitable contributions to be established by the PARTICIPANTS. Any NATO member nation, provided they have no reservations or caveats and subject to the guidance in paragraph 4.2 of this MOU and using the template at ANNEX E to this MOU, may accede directly to this MOU through completion of a NOJ, signed by the joining NATO nation, and the FN. In order to accede, as described above the SPRC must have approved the following:
 - a. The post(s) to be filled by the joining nation;
 - b. The start date of its financial contribution; and
 - c. Any initial contribution to offset previous capital investments.

- 4.2 If the joining NATO nation has any reservations or caveats to this MOU, these should be declared in full on the NOJ which is to then be signed by the joining NATO nation and all PARTICIPANTS. Caveats or reservations include any substantive deviations from the NOJ Template at ANNEX E to this MOU.
- 4.3 Prior to the signing of the NOJ, the joining nation's initial financial contribution and capital investment contribution, if any, is to be negotiated and determined between the joining nation and the PARTICIPANTS and recorded in the NOJ.
- 4.4 Any Non-NATO nation or international organisation may be granted the opportunity to contribute to JFCNF as a CP. This opportunity and subsequent contribution is to be in accordance with existing NATO policies and NAC decisions. The details of the contribution of a CP are to be endorsed by the SPRC and formalized through a Technical Arrangement (TA) among the PARTICIPANTS and the CP. An example TA is provided at ANNEX F to this MOU.

SECTION FIVE - MANPOWER AND PERSONNEL

- 5.1 The initial peacetime manpower requirement (PMR) of JFCNF, as of the date of this MOU, is set forth in ANNEX B to this MOU. All updates to the PMR are to be approved by the SPRC and recorded into a consolidated version in the SPRC Decision Sheet. In case there is an impact on the cost share detailed in Section 10.1, of this MOU, the revised version of the PMR and the date the revision takes effect is forwarded by the SPRC Chair to the FN in order to be promulgated and distributed in certified copies to the PARTICIPANTS. The initial PMR includes 25 NATO Command Structure (NCS) Peacetime Establishment (PE) posts, 104 NATO Force Structure (NFS) PMR posts, and 245 tiered reinforcement posts (Crisis Establishment (CE) posts).
- 5.2 Any PARTICIPANT, except SHAPE, may at any time propose flagging or unflagging their NFS JFCNF posts on the PMR. SHAPE is to manage the flagging and unflagging of the 25 NCS PE posts. Notwithstanding paragraph 15.2, of this MOU, flagging of NFS posts and the effective date of the flagging requires the prior approval of the SPRC. A PARTICIPANT is to notify in writing the SPRC Chair and JFCNF of its intent to unflag a post/s along with the effective date of the unflagging, at least twelve (12) months prior to the proposed effective date.
- 5.3 ACO Directive 045-001 is to serve as a guide for Voluntary National Contributions (VNC), Manpower Overages (MO), and other supplemental personnel. The SPRC is to approve the provisions and specifications of supplemental personnel prior to their assignment at JFCNF.
- 5.4 Job descriptions for NFS PMR positions are to be approved by the SPRC. Changes to the essential qualifications of job descriptions (e.g., language qualifications, security clearance, professional qualifications) should also be approved by the SPRC. Administrative changes to job descriptions (e.g., correction of errors, grammar, spelling) and changes to required/desired

NATO courses may be approved by COM JFCNF, or his/her designatee, subject to subsequent confirmation by the SPRC.

- 5.5 Each of the PARTICIPANTS should assign technically and physically qualified personnel, in accordance with the approved job descriptions, and with sufficient national support (e.g., per diem) to perform the duties of the job descriptions, to fill each of their flagged posts in the PMR.
- 5.6 Whenever possible, PARTICIPANTS intend to ensure personnel assigned to JFCNF receive training required by the approved job descriptions prior to their assignment to JFCNF.
- 5.7 After coordination with the FN, ensuring compliance with existing NATO policies and NAC decisions, and receiving SPRC approval, a PARTICIPANT may fill their flagged PMR posts with exchange personnel (personnel coming from a non-MOU PARTICIPANT with which the concerned PARTICIPANT has a corresponding bi-lateral arrangement).
- 5.8 All personnel are subject to deployment in accordance with their job descriptions in the event of exercises or operations involving JFCNF. The PARTICIPANTS should notify JFCNF within a reasonable amount of time, in advance, if their personnel are unable to deploy for JFCNF during operations or exercises.
- 5.9 To ensure operational readiness and effectiveness of JFCNF, the PARTICIPANTS should not withdraw their permanently assigned personnel from JFCNF until appropriate replacement or augmentation personnel are provided.

SECTION SIX - PERFORMANCE, DISCIPLINE, AND NATIONAL DUTIES

- 6.1 Unless decided otherwise by the SPRC, the management and administration of international military personnel at JFCNF should be guided by ACO Directive 045-001.
- 6.2 In matters of discipline and national duties, the SNRs at JFCNF, or other officers designated by the respective PARTICIPANT or CP, holds, with regard to the personnel of their own nationality, all powers conferred upon them by their national laws and regulations. The SNRs or other officers designated by the respective PARTICIPANTS should ensure that, within the limits imposed by their respective national laws and regulations, their personnel comply with the regulations issued by JFCNF.



SECTION SEVEN - EQUIPMENT, INFRASTRUCTURE, AND RESIDUAL VALUE

- 7.1 Cost-shared Property: Any assets and equipment procured by JFCNF are the property of and are managed by JFCNF.
- a. JFCNF is to maintain an inventory of all controllable cost-shared property (the asset register). Controllable property is defined as all non-expendable property and such items of expendable property that are considered susceptible to personal use (e.g., briefcases, calculators, tools, automobile accessories).
- b. Upon closure of JFCNF, or cessation of this MOU, the disposition and residual value of cost-shared property should be settled by the PARTICIPANTS in accordance with NATO rules and procedures, or as otherwise decided by the PARTICIPANTS, and should be consistent with Article 9 of the Paris Protocol.
- 7.2 PARTICIPANT Property: Property procured by a PARTICIPANT, other than cost-shared property, remains the property of that PARTICIPANT.
- 7.3 FN Property: Property procured by the FN, other than cost-shared property, remains the property of the FN.
- 7.4 NATO Property: NATO-provided equipment remains the property of NATO.

SECTION EIGHT - SUPPORT SERVICES

- 8.1 Support is to continue to be provided by the FN as outlined in ANNEX D, to this MOU and in accordance with existing applicable arrangements with the FN. The FN budget funds all the services provided for in Section 4 of ANNEX D to this MOU.
- 8.2 JFCNF may enter into necessary arrangements within the scope of its approved budget.

SECTION NINE - COSTS

- 9.1 The PARTICIPANTS are to fund among them the total operating costs (actually incurred net expenditures) of JFCNF in accordance with the cost sharing formula set out in SECTION TEN of this MOU. Additional costs beyond the contributions provided in approved budgets are to be authorized in advance by the SPRC in writing.

- 9.2 Each PARTICIPANT is to be responsible for arranging the covering of the costs for the following:
- a. Providing personnel as detailed in the SPRC-approved Job Descriptions and PMR;
 - b. Its share of the total operating costs as determined in SECTION TEN of this MOU;
 - c. Salaries, allowances, and national support requirements of all its personnel (which for the purpose of this SECTION includes VNCs, MOs, and augmentees);
 - d. Lodging, meals, and incidental costs for travel associated with the job description of all its personnel;
 - e. Travel of all its personnel and all associated costs, for initial appointment and departure, at the end of that individual's term of office, from JFCNF, as well as all other costs related to the posting of its personnel to JFCNF;
 - f. Fulfilment of national duties including travel costs, during the posting to JFCNF, unless otherwise agreed by the SPRC;
 - g. Equipment, services or personnel brought into JFCNF by that PARTICIPANT for national purposes in excess of that provided by the FN, as well as the associated operation and maintenance costs;
 - h. National training measures, education and training as specified in the job descriptions as prerequisites;
 - i. Individual requirements of that PARTICIPANT, including infrastructure, security and Computer Information Systems Support personnel additional to its assignments in the PMR;
 - j. Health care insurance for its personnel or other appropriate arrangement or coverage, in accordance with its applicable national laws; and
 - k. Body repatriation, in case of death of its personnel.
- 9.3 Transportation costs for temporary duty trips made on behalf of JFCNF, except for MOs, are to be covered by the JFCNF's shared budget. In addition, attendance by JFCNF personnel, except for MOs, at courses, conferences, or seminars on direction of JFCNF and supporting the JFCNF mission, including tuition, conference/seminar fees, and travel (excluding lodging, meals, and incidental costs) are to be funded by the JFCNF's shared budget.



- 9.4 NATO Common Funding for JFCNF costs would be provided as agreed in AC/335-D(2020)0002-REV2. On a case-by-case basis, application for additional NATO Common Funding may be made via SHAPE to the NATO resource committees for consideration in accordance with policies and regulations in effect at the time of application. Requests for Common Funding should be made from JFCNF to SHAPE via the designated chain of command.
- 9.5 Connectivity to NATO C2 networks, communications, and information circuits, including levels through and below JFCNF, designated as mission essential should be provided through NATO Common Funding subject to the Resource Policy and Planning Board (RPPB) decision. Any connectivity costs not deemed eligible for common funding by the RPPB should be funded by the JFCNF's shared budget.
- 9.6 Eligibility criteria for NATO funding of deployment and in-theater sustainment of JFCNF during NAC approved operations is detailed per MC 0586 series and PO(2013)0056 and is subject to change. Current NATO eligibility criteria is to be followed. When determined eligible and funds have been allocated in a designated budget by NATO, funding to support specific deployments, and specific deployment-related costs should be provided via SHAPE in the context of Operations Plan budgets (or allocations thereof) approved by the appropriate resource committee.
- 9.7 Eligibility criteria for the transportation and incremental costs associated with the participation of NATO Force Structure Joint Operational Headquarters in SACEUR's validation exercises are set forth in PO(2014)0805 and PO(2011)0066 and are subject to change. Current NATO regulations are to be observed.
- 9.8 Personnel assigned by the PARTICIPANTS to any national support elements are to be payable under the respective national regulations of the PARTICIPANTS, together with such allowances as are payable under their national regulations, without costs to the JFCNF shared budget.
- 9.9 Except as provided in AC/335-D(2020)0002-REV2-AS1 or other subsequent RPPB decisions, JFCNF shared budget is to be funded by the PARTICIPANTS in accordance with cost share formula in paragraph 10.1, however SHAPE, as a PARTICIPANT, is to contribute to the JFCNF shared budget from NATO Common Funding for all of its JFCNF NCS PE posts.
- 9.10 The tiered reinforcement requirements (which includes manpower to fill the 245 CE posts, Funding for CIS, Infrastructure and O&M) are to be formalized with NATO in a separate arrangement. Additionally, the Capability Program Plan (Capability Package) is being developed that is to provide NATO Common Funding for NATO's portion of the JFCNF Infrastructure.



SECTION TEN - SHARED FUNDING

- 10.1 The PARTICIPANTS (which includes SHAPE contributing from NATO Common Funding) are to share the total operating costs (actually incurred net expenditures) resulting from the operation of JFCNF (not including costs related to the NCS tiered reinforcement requirements, as described in paragraph 9.10) in accordance with the percentage of officer (OF) / Civilian (CIV) posts flagged by the respective PARTICIPANT to the total number of OF/CIV posts flagged by all the PARTICIPANTS in the current SPRC approved PMR. The cost share formula is:

$$\text{Cost Share} = \frac{\text{Total Number of Officer/CIV Posts Flagged by a PARTICIPANT}}{\text{Total Number of Flagged Officer/CIV Posts in the PMR}}$$

- 10.2 A PARTICIPANT reducing its number of OF/CIV posts flagged is responsible for the cost share of its affected post until the end of the fiscal year in which the effective date falls. This paragraph applies both to reductions of the number of OF/CIV posts flagged as described in paragraph 5.2 of this MOU or withdrawal from the MOU under paragraph 15.2 of this MOU.
- 10.3 A PARTICIPANT increasing its number of OF/CIV posts flagged is liable for the cost share from the beginning of the fiscal year following the effective date of the flagging as described in paragraph 5.2 of this MOU.
- 10.4 Unfilled posts do not reduce the designated PARTICIPANT'S cost-share under paragraph 10.1.
- 10.5 Augmentees (e.g., for exercises, training, etc.), manpower overages, VNCs, or other supplemental personnel do not affect the cost-share, unless otherwise determined by the SPRC.
- 10.6 The financial contribution of a CP is to be set forth in the TA with that CP.
- 10.7 If the FN budget (as described in paragraph 8.1 of this MOU) exceeds the JFCNF's shared budget then the FN pays only 5% of the JCFNF's shared budget and the remaining PARTICIPANTS pay the other 95% based on the Cost Share Formula in paragraph 10.1 of this MOU.

SECTION ELEVEN - CLAIMS

- 11.1 Claims, with the exception of contractual claims, are to be resolved in accordance with Article VIII of the NATO SOFA and Article 6 of the Paris Protocol. Contractual claims are to be resolved in accordance with applicable law.



- 11.2 Payments attributable to the official activities of JFCNF or its personnel, and payments of claims that, under the terms of paragraph 11.1 of this MOU, are to be shared by the JFCNF PARTICIPANTS in accordance with the cost-sharing formula in SECTION TEN of this MOU.

SECTION TWELVE - FINANCIAL PROVISIONS

- 12.1 Unless otherwise directed by the SPRC or provided for in the SPRC approved Financial Administrative Procedures (FAP), all NATO Common Funds and shared budget funds provided to JFCNF should be managed, controlled, and accounted for in accordance with the NATO Financial Regulations with Financial Rules and Procedures (NFR with FRP) and are subject to audit of the IBAN (International Board of Auditors for NATO) or the Auditing Agency approved by the SPRC. Irrespective of the audits conducted, national audit authorities are entitled to request information from JFCNF and may request access to all records or copies thereof, which are required to audit their national contributions.
- 12.2 Compliance with all applicable financial principals and procedures is the responsibility of the JFCNF.
- 12.3 The currency of the FN applies to JFCNF; U.S. dollars.
- 12.4 The fiscal year (FY) begins on 1st of January and ends on 31st of December.
- 12.5 Each year for the forthcoming FY JFCNF should prepare a budget that shows the estimated expenditures and revenues necessary for the operation of JFCNF. The draft budget should be submitted to the SPRC for examination and approval prior to the coming FY.
- 12.6 Together with the budget JFCNF is to prepare a Medium Term Financial Plan (MTFP) showing the estimated expenditures/revenues of the 5 years following the forthcoming FY. This MTFP is for planning purposes and is to be noted by the SPRC.
- 12.7 Financial responsibilities of the PARTICIPANTS under this MOU are subject to the authorisation and appropriation of funds in accordance with their respective national laws, regulations, and procedures.
- 12.8 With the SPRC approval of the budget the PARTICIPANTS confirm their financial contribution and authorize JFCNF to expend funds for the purposes and within the limits detailed in the budget.
- 12.9 Based on the approved budget and considering the PARTICIPANTS' cost share, JFCNF should request the respective Call For Funds/Call for Contributions (CFF/CFC) from the PARTICIPANTS. The PARTICIPANTS' financial contribution should be paid to the bank account designated by JFCNF in the currency of the FN.



- 12.10 Any existing credits and revenues received by JFCNF (i. e., lapsed credits resulting from unspent funds, interest, etc.) should be balanced in the next appropriate CFF.
- 12.11 If it emerges during the course of the FY that the approved budgetary funds are insufficient, JFCNF should submit a supplementary JFCNF budget to the SPRC for approval.
- 12.12 Following the end of the FY, at the latest 31 March of the following year, JFCNF should submit an Annual Financial Statement including a Budget Execution Statement for approval by the SPRC.
- 12.13 Any PARTICIPANT is entitled to request a budget report whenever it believes such a report is necessary, which should be provided by JFCNF within thirty (30) days after receiving the request.

SECTION THIRTEEN - SENIOR POLICY AND RESOURCE COMMITTEE

- 13.1 Representatives of the PARTICIPANTS comprise the SPRC, which functions in accordance with the Terms of Reference at ANNEX C to this MOU.
- 13.2 The FN chairs the SPRC, which should meet at least once per year to address policy, manning, and financial issues connected with this MOU. SPRC decisions can be taken by other means of communication than a meeting, as decided by the SPRC.
- 13.3 PARTICIPANTS should send an appropriate representative to the SPRC meetings with the authority to discuss policy, manning, and/or financial issues as needed based on the agenda of each meeting. To avoid potential conflicts of interest, such representatives are not to be staff members of JFCNF. The FN has the responsibility to ensure a calling notice with the planned agenda is sent to all PARTICIPANTS at least thirty (30) days prior to SPRC meetings.

SECTION FOURTEEN - DISPUTES

Any disputes regarding the interpretation or implementation of this MOU should be resolved through consultation at the lowest level among the PARTICIPANTS. Disputes that cannot be resolved through consultation should be referred only to the appropriate NATO authority for final resolution, taking into account the provisions of the NATO SOFA and the Paris Protocol.

SECTION FIFTEEN - COMMENCEMENT, WITHDRAWAL, MODIFICATIONS, AND CESSATION

- 15.1 This MOU becomes operative on the date of the last signature of the FN and SHAPE. With respect to all other PARTICIPANTS, the effective date of the MOU is the date of signature for that PARTICIPANT. The PARTICIPANT's

financial responsibilities begin the FY following that PARTICIPANT's signature. This MOU is to remain in effect until it ceases to operate in accordance with paragraph 15.4 of this MOU.

- 15.2 Any PARTICIPANT, except SHAPE, wishing to withdraw from this MOU or no longer flag any OF posts is to give twelve (12) months' notice in writing to the SPRC Chair, who is to notify the other PARTICIPANTS and JFCNF. In the event of withdrawal, the withdrawing PARTICIPANT continues to be responsible for its financial contributions until the end of the FY in which the notice period ends. The remaining PARTICIPANTS should meet to discuss the appropriate actions in light of the withdrawing Participants, which could include suspension of voting rights.
- 15.3 Any PARTICIPANT to this MOU may propose revisions to this MOU. Any such revision comes into effect when accepted in writing by all the PARTICIPANTS. All Annexes are integral parts of this MOU. The revised version of this MOU and the Annexes should be promulgated to the PARTICIPANTS by SHAPE. Any NOJ to JFCNF constitutes a modification to this MOU.
- 15.4 This MOU may cease to operate by unanimous consent of the PARTICIPANTS in writing at any time. Upon the date this MOU is no longer in effect, the financial consequences resulting therefrom, including the determination of the residual value of the assets subject to shared funding, are to be settled as described in this MOU or by negotiation among the PARTICIPANTS.
- 15.5 References in this MOU to NATO policy documents are to encapsulate any revisions thereof, or, as the case may be, are to refer to such policy documents that may replace them.

THIS MOU WAS DRAFTED IN THE ENGLISH LANGUAGE. THE SIGNED ENGLISH AND FRENCH LANGUAGE VERSIONS OF THIS MOU, BOTH BEING EQUALLY VALID, ARE TO BE DEPOSITED WITH SUPREME HEADQUARTERS ALLIED POWERS EUROPE, WHO IS TO TRANSMIT A CERTIFIED COPY TO THE PARTICIPANTS AND TO JFCNF.

SIGNATURES

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

 Date 2020

Rank OF-9 Name TOD WOLTERS

Title US EUROPEAN COMMANDER

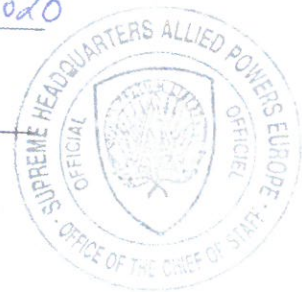


FOR THE SUPREME HEADQUARTERS ALLIED POWERS EUROPE

Joachim Rühle Date 02. October 2020

Rank OF-9 Name JOACHIM RÜHLE

Title CHIEF OF STAFF



FOR THE MINISTRY OF DEFENCE OF THE REPUBLIC OF ALBANIA

Petrit Quni Date 02 Oct. 2020

Rank OF-5 Name PETRIT QUNI

Title ALB NMR

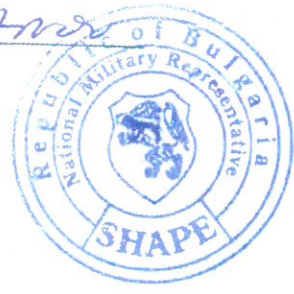


FOR THE MINISTRY OF DEFENCE OF THE REPUBLIC OF BULGARIA

Ivan V. Kordakov Date 02.10.2020

Rank OF-5 Name IVAN V. KORDAKOV

Title BGR DNMR





FOR THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA AND THE CANADIAN ARMED FORCES

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, legal or contractual obligations under international law by virtue of this MOU. This MOU is not to be considered an agreement, instrument or treaty within the meaning of the Vienna Convention of 1969. This MOU will not affect any Participant's obligations under international law. This MOU is in no way intended to be a procurement instrument. Any material procurement resulting from, or required by, the implementation of this MOU must be accomplished in accordance with the applicable procurement laws, regulations and financial authorities.

[Signature] Date 2 October 2020



Rank BGen Name Darlene Quinn

Title Canadian National Military Representative

FOR THE MINISTRY OF DEFENCE OF THE KINGDOM OF DENMARK

[Signature] Date 2.10.20

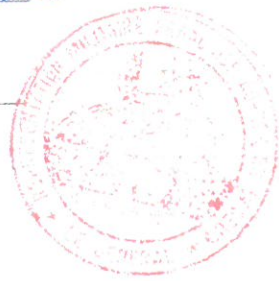


Rank BG Name Markus David

Title NMR Denmark

FOR THE MINISTER FOR THE ARMED FORCES OF THE FRENCH REPUBLIC

[Signature] Date 2nd October 2020



Rank BGR Name GOUGEON

Title National Military Representative.



FOR THE FEDERAL MINISTRY OF DEFENCE OF THE FEDERAL REPUBLIC OF GERMANY

The Federal Ministry of Defence of the Federal Republic of Germany emphasises that this MOU constitutes a political declaration of intent. It is not meant to constitute an international treaty or to create any rights or obligations under international law.

[Signature] Date 2 October 2020

Rank OF-6 Name SCHNITZER

Title Germany NMR



FOR THE MINISTRY OF NATIONAL DEFENCE OF THE HELLENIC REPUBLIC

For the Hellenic Republic, this MOU and subsequent revisions to it are to come into effect on the date of the written notification to SHAPE of the completion of its relevant internal legal procedures. Therefore, for the Hellenic Republic financial obligations begin the Fiscal Year following the above mentioned notification.

[Signature] Date 02 Oct 2020

Rank OF-8 Name PSIMOULIS SYMEON-CHARALAMPOS

Title GRC NMR



FOR THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC

[Signature] Date 2/10/2020

Rank OF-6 Name Enrico Pecioni

Title ITA NMR



FOR THE MINISTRY FOR FOREIGN AFFAIRS OF THE REPUBLIC OF ICELAND

The Ministry for Foreign Affairs of the Republic of Iceland emphasises that this MOU constitutes a political declaration of intent. It is not meant to constitute an international treaty or to create any rights or obligations under international law.

Stein Date 2 OCTOBER

Rank CIV Name STEINAR SVEINSSON

Title ICELAND NMR



FOR THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY

Anne Rydning Date 2. Oct 20

Rank OF-6 Name ANNE RYDNING

Title NOR NMR



FOR THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF POLAND

Zenon Brzusko Date 02.10.2020

Rank OF6 Name ZENON BRZUSKO

Title POL NMR





FOR THE MINISTRY OF NATIONAL DEFENCE OF ROMANIA

[Signature] Date 2nd of Oct.

Rank MG Name Adrian Ciolponer

Title ROU NMR



FOR THE MINISTER OF DEFENCE OF THE KINGDOM OF SPAIN

[Signature] Date 14 DIC. 2020

Rank OF6 Name ALEJANDRO CHUECA

Title ESP NMR



FOR THE GENERAL STAFF OF THE REPUBLIC OF TURKEY
(ACTING ON BEHALF OF THE GOVERNMENT OF
THE REPUBLIC OF TURKEY)

For the Government of the Republic of Turkey this MOU, subsequent amendments, notes of joining or technical arrangements thereto shall be subject to internal ratification procedures in accordance with its national law and shall be effective on the date of the receipt of the written notification to SHAPE regarding the completion of internal legal procedures required for the entry into force of this MOU. Therefore, for the Government of the Republic of Turkey, financial obligations will begin in the next fiscal year following the entry into force date for Turkey, as described above.

[Signature] Date 02 Oct 2020

Rank Of-7 Name Rasim YALDIR

Title TUR NMR



FOR THE MINISTRY OF DEFENCE OF THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND

 _____ Date 2nd October 2020

Rank BRIG Name SCOTTIAN URZIE BIGGART

Title UK NMR

