**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GEORGE C. MARSHALL EUROPEAN CENTER FOR SECURITY STUDIES**

**AND**

**THE MINISTRY OF DEFENCE OF THE REPUBLIC OF SLOVENIA**

**FOR VISITING FACULTY SUPPORT**

**1. PURPOSE:** This Memorandum of Understanding (MOU) between the George C. Marshall European Center for Security Studies (GCMC) and the Ministry of Defense of the Republic of Slovenia (MoD), herein referred to as the “Participants”, establishes
a gift of services arrangement between the Participants concerning visiting faculty from the MoD to the GCMC.

**2**. **SCOPE:** This MOU applies only to the gift of services arrangement between the Participants whereby the MoD intends to provide a Visiting Faculty Member to the GCMC, in accordance with arrangements set out in this MOU, to foster cooperation between the Participants and add invaluable experience and perspective.

The Participants intend to confer on the date that each Visiting Faculty Member arrives at the GCMC and begins his or her Visiting Faculty Member responsibilities.

**3. BACKGROUND:** The GCMC and the MoD acknowledge that international peace and security are a common responsibility of all nations and acknowledge the important role of the GCMC as an educational institution that provides a forum for dialogue and partnerships, including its role in facilitating the professional education of civilian and military personnel from the MoD.

The Participants have a mutual interest in creating a more stable security environment by advancing democratic institutions and relationships, especially in the defense field; promoting active, peaceful security cooperation; and enhancing enduring partnerships among the nations of North America, Europe, and Eurasia. The placement of a visiting faculty member from the MoD at the GCMC is in the interests of both Participants**.**

**4. AUTHORITY:** The GCMC is entering into this MOU under the authority of 10 USC § 342, Regional Centers for Security Studies; 10 USC § 2611, Regional Centers for Security Studies: Acceptance of Gifts and Donations; and DoD Directive 5200.41E, DoD Regional Centers for Security Studies, June 30, 2016. The Participants do not intend for this MOU to be considered legally binding under international law or under each Participant’s respective laws or regulations.

**5.** **OBJECTIVES:**

1. The MoD, as Sending participant, intends to provide a Visiting Faculty Member to the GCMC, Host Participant, located in Garmisch-Partenkirchen, Federal Republic of Germany, Host Nation, to support GCMC activities. The Visiting Faculty Member should have an academic background and be an experienced military officer from the MoD, qualified in the area of security and defense.
2. The Visiting Faculty Member should be relieved of his or her duties and responsibilities in the MoD and should work for the GCMC as a full-time Visiting Faculty Member during the period he or she is assigned to the GCMC. The Visiting Faculty Member should work under the direct supervision of the Dean of the GCMC College of International and Security Studies.
3. The GCMC may discharge a Visiting Faculty Member who does not demonstrate the academic and professional qualifications needed to serve adequately as
a Visiting Faculty Member. The decision to discharge a Visiting Faculty Member is within the GCMC’s sole discretion.

**6. RELATIONSHIP BETWEEN VISITING FACULTY MEMBERS AND THE GCMC**:
A Visiting Faculty Member should not be tasked by the GCMC to perform duties at a location other than the GCMC without the consent of the MoD. A Visiting Faculty Member should not occupy a position on the GCMC manning documents. A legal status of the Visiting Faculty Member is governed by the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces, signed at London June 19, 1951 (NATO SOFA), under which the Visiting Faculty Member, a member of Slovenian Armed Forces, is deemed part of the MoD.

The GCMC’s acceptance of a Visiting Faculty Member does not bestow diplomatic or other special privileges upon that individual.

A Visiting Faculty Member is a liaison and a foreign national participant in GCMC programs in support of the GCMC’s statutory mission. As such:

a. A Visiting Faculty Member should not exercise any supervisory authority over any other Visiting Faculty Member, GCMC foreign participants, or GCMC personnel;

 b. A Visiting Faculty Member should not exercise any GCMC management responsibilities concerning GCMC policy matters or programs;

 c. A Visiting Faculty Member should not represent, act, or speak on behalf of the United States in any forum;

 d. A Visiting Faculty Member should not have: U.S. tax status; receive U.S.-provided housing, receive U.S.-provided health care, or receive any GCMC logistical support other than office space at the GCMC.

 e. A Visiting Faculty Member should not have access to any U.S. Government computers (NIPR/SIPR) or to any classified information or controlled unclassified information; and

 f. A Visiting Faculty Member should not be rated or evaluated by GCMC personnel.
A Visiting Faculty Member should work under the guidance and supervision of a GCMC supervisor, the Dean of the GCMC College of International and Security Studies. The GCMC supervisor may observe the performance of a Visiting Faculty Member and forward information concerning such performance to the MoD to facilitate required evaluations.

 g. A Visiting Faculty Member and his or her authorized dependents should respect all applicable GCMC policies, procedures, and any applicable laws and regulations of the Federal Republic of Germany. The GCMC intends to assign a contact Officer to provide guidance to the Visiting Faculty Member concerning policies, procedures, laws, and regulations of the GCMC and the Federal Republic of Germany and to arrange for activities consistent with such requirements and the purposes of this Arrangement.

 h. A Visiting Faculty Member should observe the holiday schedule of either the MoD or the GCMC as mutually decided by the Participants.

 i. A Visiting Faculty Member should not be placed on duty or in positions in areas of political sensitivity where his or her presence would jeopardize the interests of MoD, or where, in the normal course of his or her duty, he or she may become involved in activities that may embarrass MoD. The GCMC should not deploy a Visiting Faculty Member in non-direct hostility situations, such as United Nations peacekeeping or multi-national operations, without the MoD approval. Additionally, a Visiting Faculty Member should not be deployed to a third country without written consent from the MoD. The GCMC should not place a Visiting Faculty Member at a place of duty in which direct hostilities with forces of third States are likely to occur.

j. A Visiting Faculty Member should be granted leave, passes, liberty, and telework according to his or her entitlements under the regulations of the MoD, subject to the approval of the appropriate authorities of the GCMC without prejudice to section 7, paragraph b. of this MOU.

 k. A Visiting Faculty Member should comply with the GCMC dress regulations. The order of dress for any occasion for the Visiting Faculty Member should be that which most closely conforms to the order for the GCMC. GCMC practices should be observed with respect to wearing of civilian clothes.

**7. MUTUAL UNDERSTANDINGS:**

a. The GCMC intends to:

1. Provide office space at the GCMC and the ability to access the post, as well as temporary use of a personal computer with access to non-military commercial internet, and temporary use of other technical equipment necessary for the Visiting Faculty Member to carry out GCMC-assigned tasks and responsibilities.
The GCMC should determine the normal working hours for the Visiting Faculty Member.
2. Take actions necessary to allow a Visiting Faculty Member and his or her authorized dependents to receive individual logistical support (including privileges to shop at the PX/commissary and buy gasoline on post) to the extent allowable under Army in Europe Regulation 600-700.
3. Pay for any incurred travel expenses by the Visiting Faculty Member if the Visiting Faculty Member is tasked by the GCMC to perform duties at a location other than the GCMC.
4. Allow a Visiting Faculty Member, as a member of the MoD, to travel as required by the national military authorities for official MoD purposes. All expenses for such ~~a~~ travel should be covered by the MoD.

b. The MoD intends to:

1. Provide basic pay, salary, and allowances of an assigned Visiting Faculty Member.
2. Provide costs associated with change of station travel by the Visiting Faculty Member and his or her authorized dependents, including, but not limited to, transportation, per diem, and other travel allowance when traveling to and from MoD and the location of the GCMC.
3. Provide costs of living, including costs and expenses associated with the assignment or placement of the Visiting Faculty Member and his or her authorized dependents at the GCMC’s location, including travel, housing, food and messing, and medical and dental services.
4. Provide compensation for loss of, or damage to, the personal property of the assigned Visiting Faculty Member and his or her authorized dependents, as authorized by the MoD.
5. Provide costs and expenses associated with preparation and shipment of remains and funeral expenses associated with the death of an assigned Visiting Faculty Member or his or her authorized dependents.
6. Provide costs and expenses associated with the movement or storage of household effects of the Visiting Faculty Member and his or her authorized dependents as authorized by the MoD.
7. Provide costs and expenses associated with language or other formal training as requested by the MoD for the Visiting Faculty Member.
8. Provide costs and expenses associated with the return of a Visiting Faculty Member including those of his or her authorized dependents when his or her assignment at the GCMC has ended or been terminated.
9. Provide expenses for temporary duty directed by the MoD.
10. Obtain German immigration clearance for Visiting Faculty Member.
The MoD intends to ensure that the Visiting Faculty Member and his or her authorized dependents have all documentation required by the Government of the Federal Republic of Germany for entry into, and exit from, Federal Republic of Germany at the time of such entry or exit, consistent with relevant international agreements. Unless exempted under an applicable international agreement between the Republic of Slovenia and Federal Republic of Germany, a Visiting Faculty Member and his or her authorized dependents entering Federal Republic of Germany should comply with German customs regulations.
11. Ensure that an assigned Visiting Faculty Member and his or her authorized dependents obtain motor vehicle liability insurance coverage for their private motor vehicles in accordance with applicable laws, regulations, and policies of the Federal Republic of Germany, or the political subdivisions of the Federal Republic of Germany. In cases of claims involving the use of private motor vehicles, the MoD should use its best efforts to ensure that the first recourse by any claimant is to be against such insurance.

 c. Obligations, as outlined in Paragraph b of this Section, are subject to Slovenian national legislation and individual arrangement between MoD and Visiting Faculty Member.

 d. Any expenditure by either Participant is subject to the authorization for and availability of funds for such purposes.

8. **SECURITY:**

 a. The Visiting Faculty Member should not have access to any classified information. Nothing in this Arrangement should be construed by the Participants as authorizing access to Classified Information or Controlled Unclassified Information residing in the GCMC’s facilities or computer systems.

 b. The Participants intend to ensure that a Visiting Faculty Member is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of intellectual property rights and proprietary information (such as patents, copyrights, know-how, and trade secrets), Classified Information, and CUI disclosed to an assigned Visiting Faculty Member. The Participants’ efforts apply both during and after termination of assignment of the Visiting Faculty Member.

 c. Any violation of security laws, regulations, or procedures by a Visiting Faculty Member during his or her assignment should be reported to the MoD for appropriate action. Upon request by the GCMC, the MoD intends to remove its assigned Visiting Faculty Member who violates security laws, regulations, or procedures during his or her assignment with
a view towards administrative or disciplinary action by the MoD.

**9. DISCIPLINE AND REMOVAL:**

 a. The GCMC may not take disciplinary action against a Visiting Faculty Member who commits an offense under the military laws or regulations of the GCMC or the U.S. Department of Defense, nor may the GCMC exercise disciplinary authority over the authorized dependents of a Visiting Faculty Member. The MoD, however, may take such administrative or disciplinary action against a Visiting Faculty Member and/or his or her authorized dependents as may be appropriate, and the Participants intend to cooperate in the investigation of any offenses under each other’s laws and regulations.

 b. Visiting Faculty Members should comply with the regulations, orders, instructions, and customs of the GCMC.

 c. Acceptance of a Visiting Faculty Member may be withdrawn, modified, or curtailed at any time by the GCMC for any reason, including, but not limited to, the violation of the regulations of the GCMC or the laws of the Federal Republic of Germany. In addition, at the request of the GCMC, the MoD intends to remove a Visiting Faculty Member from the GCMC. The GCMC intends to provide an explanation for its removal request, but a dispute between the Participants concerning the sufficiency of the GCMC’s reasons are not grounds to delay the removal of the Visiting Faculty Member or his or her authorized dependents.

**10. CLAIMS:**

Claims arising out of, or in connection with, this Arrangement against either Participant or its personnel should be dealt with in accordance with Article VIII of the NATO SOFA and the terms of any other applicable bilateral or multilateral agreements to which the Participants, or their Governments, are a party concerning the status of their forces in the country of the Host Participant. Claims to which the NATO SOFA or other bilateral or multilateral agreement do not apply should be presented to the appropriate Participant for consideration under its applicable laws and regulations.

**11. DATE OF COMING INTO EFFECT, DURATION, AMMENDMENTS AND TERMINATION:**

This MOU comes into effect upon the signature of both Participants.

 The Participants intend that a Visiting Faculty Member be in place for a three (3)-year period with the option to extend this cooperation if both Participants mutually decide to do so.

 The Participants may modify this MOU only upon mutual written consent.

 Either Participant may discontinue this MOU at any time.

**12**. **SETTLEMENT OF DISPUTES**: Any diverging views about the interpretation or application of this MOU are to be settled only by mutual consultations between the Participants.

**13. COMPLETE AND EXCLUSIVE STATEMENT:** This MOU is the complete and exclusive statement of understanding between the Participants with respect to the Visiting Faculty Member. This MOU is consistent with the missions and stated objectives of both Participants. Nothing in this MOU is intended to create, nor does it create, an enforceable legal right or private right of action.

Done in two originals in the English language.

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