

FOUNDATION MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

THE MINISTRY OF DEFENCE OF THE KINGDOM OF DENMARK

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF ESTONIA

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF LATVIA

AND

THE MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF LITHUANIA

AND

THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS

AND

THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY

CONCERNING

**THE ESTABLISHMENT, OPERATION, MANNING, FUNDING, ADMINISTRATION
AND SUPPORT OF THE JOINT EXPEDITIONARY FORCE (JEF)**

TABLE OF CONTENTS

- 1. DEFINITIONS**
- 2. PURPOSE AND SCOPE**
- 3. STATUS AND TASKS OF JEF**
- 4. PLENARY**
- 5. JEF HEADQUARTERS**
- 6. MANNING AND CONTRIBUTIONS**
- 7. CAPABILITY DEVELOPMENT**
- 8. OPERATIONS**
- 9. PERSONNEL AND WELFARE**
- 10. STRATEGIC COMMUNICATIONS**
- 11. SECURITY AND INFORMATION EXCHANGE**
- 12. CLAIMS AND LIABILITIES**
- 13. FINANCIAL PROCEDURES**
- 14. REVIEW, AMENDMENT AND DISPUTES**
- 15. COMMENCEMENT, WITHDRAWAL, AMENDMENT AND PARTICIPATION BY
APPLICANT NATIONS**

INTRODUCTION

The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland, the Ministry of Defence of the Kingdom of Denmark, the Ministry of Defence of the Republic of Estonia, the Ministry of Defence of the Republic of Latvia, the Ministry of National Defence of the Republic of Lithuania, the Minister of Defence of the Kingdom of the Netherlands and the Ministry of Defence of the Kingdom of Norway (hereinafter referred as the Participants);

CONSIDERING that, in furtherance of The Letter of Intent between the Defence Ministers of Denmark, Estonia, Latvia, Lithuania, the Netherlands, Norway and the United Kingdom concerning the development of Joint Expeditionary Force (LOI) that was signed on 4 September 2014, the Participants desire to coordinate their efforts for collective defence, crisis management and cooperative security and;

CONSIDERING the NATO Connected Forces Initiative (CFI), the outcomes from the 2014 NATO Summit Wales, the NATO Readiness Action Plan and the utility of the Framework Nation concept in developing operational capabilities that are available to rapidly respond to developing and on-going crises, and;

NOTING the provisions of the Agreement of 19 June 1951 between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA) and;

MINDFUL of their rights and obligations under the North Atlantic Treaty of 4 April 1949 and;

DESIRING to implement such multinational manning and financial arrangements as are necessary for the establishment and operation of the JEF at Initial Operating Capability (IOC);

The Participants have reached the following understandings:

SECTION 1

DEFINITIONS AND ABBREVIATIONS

1.1 JOINT EXPEDITIONARY FORCE (JEF) is a UK framework for a rapidly deployable force capable of conducting the full spectrum of operations, including conventional deterrence, war-fighting, and humanitarian assistance that selected partners can choose to work with and contribute to.

1.2 OPERATIONAL HEADQUARTERS (OHQ) means a United Kingdom (UK) framework headquarters which will be activated for use during JEF operations. It will be composed from elements of the UK's Standing Joint Force Headquarters, and will include personnel from Participants, and force elements to which Participants may assign headquarters elements, force elements, and support functions.

1.3 FOUNDATION MEMORANDUM OF UNDERSTANDING (MOU) means this document. It is not a treaty that is part of international law.

1.4 PARTICIPANTS mean the UK and UK selected partner nations' Ministries of Defence who elect to be signatories to this MOU.

1.5 ASSOCIATE PARTICIPANT means a respective defence institution of a nation who may interact with the JEF. An Associate Participant has no influence over the governance and control of the JEF.

1.6 FRAMEWORK NATION means the UK, represented by the UK Ministry of Defence.

1.7 PLENARY means the Senior Policy Working Group composed of the representatives of the Participants to this MOU,

1.8 NATIONAL SUPPORT ELEMENT (NSE) means any national units/elements attached to the JEF performing exclusively national administrative tasks in order to support national members of the JEF. NATO SOFA will apply to them.

1.9 SENIOR NATIONAL REPRESENTATIVE (SNR) is the senior officer of each Participant serving in the JEF. He/she can delegate his/her authority to another officer among those belonging to his/her nation and serving in the JEF, in accordance with national laws and regulations.

1.10 THE KINGDOM OF DENMARK here means the territory of Denmark on the continental European mainland. This Foundation MOU does not include the Faroe Islands or Greenland until further notice. Denmark does not participate in the European Union's Common Security and Defence Policy.

1.11 COMPETENT NATIONAL AUTHORITIES (CNA) means the national authorities of the states of the Participants that determine if and how their armed forces may be deployed

1.12 NATIONAL SECURITY AUTHORITIES (NSA) means the National authorities of the states of the Participants responsible for information security.

1.13 IMPLEMENTING ARRANGEMENT (IA) means a supplementary arrangement to this MOU that details working level arrangements for specific activities and bodies related to the JEF. IAs will be subordinate documents to this MOU and therefore their contents will be consistent with its provisions and features.

1.14 OPERATIONAL MOUNTING ORDER (OMO) means the OHQ produced objectives, strategy and resource requirements for a specific operation.

1.15 JEF REQUIREMENTS NOTICE (JRN) means the Mission statement, objectives, readiness levels and lead times for the JEF national contributions as approved by contributing Participants

1.16 OPERATIONAL COMMANDER means the individual appointed by the Framework Nation as the commander of the OHQ.

1.17 JEF CONTINGENT means a deployed unit or formation declared to be operating under the JEF framework.

1.18 JEF Routine Administration Cell is the cell within Joint Forces Command responsible for supporting the development and every day running of the JEF.

1.19 SCAEF means the Strategic Communications Action and Effects Framework.

1.20 WORKING GROUP means a Plenary endorsed meeting composed of relevant National Subject Matter Experts (SMEs) and chaired by the Framework Nation.

SECTION 2

PURPOSE AND SCOPE

2.1 The purpose of this Foundation MOU is to make provisions for Participants' contribution to and participation in the JEF for the purposes of collective defence, crisis management and cooperative security, and to establish arrangements for the status of personnel assigned to it and for stationing, funding, manpower, administration, and logistical support of the JEF; including for the planning, deployment, sustainment and recovery of the JEF on operations and exercises.

2.2 This Foundation MOU is not intended to conflict with national or international law and any existing applicable international agreements between the states of the Participants. In the event of such conflict, national or international law will prevail. The Participants will notify each other in writing in the event of any such conflict.

2.3 The JEF will, when reaching Full Operating Capability (FOC), have a balanced range of capabilities and capacities within the principal environments of land, sea, air, and cyber which can be tailored to a specific deployment or mission. FOC is planned for 2018.

SECTION 3

STATUS AND TASKS OF JEF

3.1 The provisions of the NATO SOFA, apply to the JEF, the Participants and the personnel assigned to any JEF contingent. NATO standards will determine JEF development and use.

3.2 The JEF will be available for UN, NATO, CSDP, or other operations in peacetime or crisis to which Participants decide to commit forces after decision by the appropriate CNAs.

3.3 Deployment of the JEF will be in accordance with the purposes and principles of the United Nations Charter and other provisions and principles of international law.

3.4 The required command relations enabling JEF to carry out its tasks in peacetime, crisis and operations will be defined by the OHQ for each activity or operation, following relevant NATO concepts and standards and will be confirmed with the Participants following consultation.

3.5 The JEF will be made available and sufficiently resourced by the Participants, to support training and exercise participation detailed by JEF Routine Administration Cell in order to ensure availability for tasking in accordance with the appropriate readiness levels and lead times as detailed in the JRN approved by the contributing Participants.

SECTION 4

PLENARY

4.1 Plenary will be the forum for consultation between Participants to discuss and review JEF development, functions, activities and operations. The Plenary will also review the operation of this Foundation MOU.

4.2 The Plenary will meet when necessary, but at least once a year in committee.

4.3 The Framework Nation will be responsible for preparing and hosting the meetings of the Plenary.

4.4 Plenary will be composed of:

- a. The Chairperson (from the Framework Nation), who will chair the Plenary;
- b. A representative for each Participant, including the UK;
- c. A permanent secretary (from the Framework Nation);
- d. A representative for any Associate Participants.

4.5 Each Participant may provide any other required experts to support its representative.

4.6 The Framework Nation may decide to lead willing Participants in the conduct of JEF activity, even when not every Participant is contributing to the activity.

4.7 The Plenary will be responsible for representing Participant JEF requirements to the JEF Routine Administration Cell or OHQ through JEF Requirement Notices (JRN).

4.8 The Plenary will review the resourcing of JEF personnel, infrastructure, activities and missions. If relevant to specific activities it may discuss the allocation of costs between Participants. The relevant Participants will allocate costs as agreed in specific Implementing Arrangements.

4.9 Internal Implementing Arrangements will be dealt with on a case by case basis.

4.10 The Plenary may establish Working Groups and set their terms of reference, and receive their reports. The Working Groups established at the time of signature are:

- a. The STRATCOM Working Group
- b. The JEF Intelligence Working Group
- c. The Communications and Information Systems Working Group
- d. The Logistics and Support Working Group
- e. The JEF Force Generation Working Group

4.11 The Plenary may discuss additional Participants or Associate Participants including terms and conditions of association.

SECTION 5

JEF HEADQUARTERS

RESPONSIBILITIES OF THE FRAMEWORK NATION IN RELATION TO THE OHQ

5.1 The Framework Nation will provide and bear the cost of the following services and functions to OHQ and JEF Routine Administration Cell, in accordance with the Framework Nations' scale of supply:

- a. The infrastructure of buildings, their structural maintenance, cleaning, heating, lighting and physical security;
- b. The personnel required to administer the OHQ;
- c. The office management, furnishings, fittings, office equipment and stationery for OHQ, together with office services and operational support services; on deployment and operations the Framework Nation will provide the scale of supply as prescribed by The Framework Nation and approved by the Plenary;
- d. CIS to support the structure and function on the OHQ in the peacetime location, on deployment and on operations.
- e. Geographic support to OHQ, as follows:
 - (1) Terrain analysis and graphics, provision of defined planning stocks and controlled access of a geographic map library; on deployment, direct geographic support and combat map distribution;
 - (2) Coordination of the supply of geographic materials.
- f. Provision and coordination of information and intelligence support to OHQ.
- g. The Framework Nation will have the authority to sign Implementing Arrangements with third parties on behalf of the JEF and the Participants, when mandated by the Participants. This does not preclude Participants establishing their own bilateral arrangements.

RESPONSIBILITIES OF THE PARTICIPANTS IN RELATION TO THE OHQ

5.2 Each contributing Participant will provide at least one permanent embedded staff officer.

5.3 Participants have the option of posting additional staff officers as voluntary contributions. The acceptance of additional staff officers will be confirmed by the OHQ. The Framework Nation will, within its capability, provide the same facilities to all staff officers, but priority will be given to the permanent embedded staff officers.

5.4 Participants will be responsible for salary, allowances, travel and duty travel costs, and accommodation costs of staff officers.

5.5 Participants will provide information and intelligence support to OHQ as determined by the JEF Intelligence Working Group.

SECTION 6

MANNING AND CONTRIBUTIONS

6.1 OMOs, drafted by the OHQ, endorsed by the Participants and authorised by the Framework Nation. Participants will be able to declare units, capabilities, and HQs against the specific force requirements. The OMO will specify the required readiness schedules for JEF capabilities.

6.2 Participants may provide additional capabilities to the JEF outside of any OMO. The Operational Commander will confirm the ability of the JEF to absorb these additional capabilities, and where necessary incorporate them into JEF contingents.

6.3. The UK MOD will appoint the Operational Commander who will undertake appropriate force tailoring following detailed planning by the OHQ.

SECTION 7

CAPABILITY & INTEROPERABILITY

7.1 The JEF will conduct peace time joint training, exercises, courses and other co-operative activities in order to ensure interoperability and readiness for operations, and to demonstrate capability. The Participants will bear the costs related with the participation of their personnel in JEF joint training, exercises, course and other cooperative arrangement, unless otherwise arranged.

7.2 The JEF will prepare for a full spectrum of operations up to and including high intensity operations. This will enable the JEF to conduct crisis specific force attribution to allow the creation of a flexible and tailored force package best suited to meet the operational requirement across the spectrum of conflict.

7.3 JEF contingents will follow NATO procedures and standards to best ensure capability and interoperability. OHQ, through capability leads, will be responsible for ensuring that contingent interoperability is incorporated into any OMO/IA and the JEF will meet any such defined standards and criteria. Participants will be responsible for assuring that their JEF force contributions meet any such standards.

7.4 Plenary established Working Groups will each be chaired by a Plenary assigned JEF Capability Lead and will provide the staff resources and Participant subject matter experts to support coordination and preparation to NATO standards of Participants' forces for JEF activities.

SECTION 8

OPERATIONS

8.1 The JEF may be deployed in peacetime or crisis as decided by the Framework Nation. The Framework Nation, through the OHQ, will identify the capabilities

required for a particular operation. Decisions to deploy the JEF will be made by the Framework Nation in consultation with Participants. The Participants will bear the costs related with the deployment of their personnel in operations, unless otherwise arranged.

8.2The OHQ is responsible for the command, operation, administration, and logistical coordination of JEF operations and activities.

8.3The OHQ is responsible for the production of OMOs and activity IAs . These OMOs and IAs will be produced in response to JRN's.

8.4The Framework Nation will involve Participants, as necessary, throughout the strategic and operational planning process using Staff Officers, liaison officers, Attachés, or other channels.

8.5The OHQ, with the assistance from the Plenary, will produce an OMO which will outline JEF objectives, strategy and resource requirements for the operation. Upon endorsement by contributing Participants of an OMO for a given operation, the UK, as the Framework Nation for the JEF, will assign the mission to the OHQ and assign Participant's Force Elements to a JEF Contingent in support of a specific task or operation.

RESPONSIBILITIES OF THE FRAMEWORK NATION IN RELATION TO JEF OPERATIONS

8.6The UK, as the Framework Nation for the JEF, will assign the mission to the OHQ following relevant decisions and agreement by the Participants to assign National Force Elements to a JEF Contingent in support of a specific task or operation.

8.7The Framework Nation will ensure that liaison with Participants are maintained. It will remain the responsibility of the Framework Nation to ensure that the necessary means of communication with Participants is maintained.

8.8When applicable, the Framework Nation will provide the liaison with higher commands such as UN, NATO, or EU.

8.9The Operational Commander will assign Participant forces to particular missions, tasks, or geographic areas in line with national Transfers of Authority (TOA). It is the responsibility of the Operational Commander to take into account any Participant's stated Rules of Engagement (ROE) during the planning for an operational deployment as well as during deployment.

8.10The Framework Nation may provide certain common services to Participants such as emergency medical care, strategic lift, medical evacuation, captured personnel rescue or niche logistics support. These will be subject to separate subordinate Technical Arrangements and any additional necessary IAs between the Framework Nation and the concerned Participants. The Framework Nation reserves the right to charge Participants for common services.

8.11The Framework Nation will be responsible for establishing and maintaining an operational intelligence picture for JEF through coordination with Participants' capabilities. The integration of Participant intelligence processes will be coordinated by the JEF Intelligence Working Group.

8.12 The Framework Nation will have the primary responsibility for coordination with Participants in information operations and media operations, in order to facilitate unity in messaging and national strategic communication.

8.13 The Framework Nation will be responsible for delivering and maintaining the OHQ information management function. Part of this capability will include the ability to identify and collate lessons learned and experiences from across the JEF and share them with the Participants.

RESPONSIBILITIES OF THE PARTICIPANTS IN RELATION TO THE OHQ

8.14 Participants will deploy forces in accordance with stated readiness, as directed by the Operational Commander, as defined by the OHQ.

8.15 In preparation for any deployment it is the responsibility of the Participants to declare any variation between their ROE and those of the Framework Nation.

8.16 National contingents to the JEF will remain under the full command of the respective Participant. Participants will delegate the appropriate level of command and control, normally operational control, to the Operational Commander in accordance with national procedures.

8.17 Transfer of Authority to the Operational Commander will take place no later than upon arrival of the forces in theatre. Each Participant will distribute a copy of their Transfer of Authority to the Operational Commander.

8.18 Participants will be responsible for jurisdictional arrangements for their own forces where applicable. Participants that have bilateral or multilateral status arrangements in place with the host nation will inform other Participants of such arrangements and assist other Participants in concluding such arrangements if applicable.

8.19 Participants will ensure that sufficient numbers of their forces can use the English language to allow command and control to function.

8.20 Participants will be responsible for operational record keeping for deployed forces.

SECTION 9

STRATEGIC COMMUNICATIONS

9.1 The Framework Nation will include the Participants in developing strategic communication related to JEF functioning and employment in peacetime, crisis and operations. The JEF will be supported by a SCAEF. This will provide the strategic direction to drive and steer all means of Communication related to the JEF. It will direct activity at all levels from strategic to tactical, linking verbal and physical activity to create coherence in the Participants messaging. The SCAEF will prompt Participants to understand how activities will be perceived by key audiences, ensuring alignment with JEF policy. Participants will develop a JEF Strategic Communications Framework under the lead of the Framework Nation and will coordinate it through the JEF STRATCOM Working Group.

9.2 Participants will endeavour to coordinate their relevant strategic communications consistently with the JEF SCAEF.

SECTION 10

PERSONNEL AND WELFARE

10.1 Personnel and welfare will be as detailed in current NATO standards or separate bilateral agreements and arrangements. Where necessary IAs can include supplementary detail for personnel and welfare support for specific JEF activities.

SECTION 11

SECURITY AND INFORMATION EXCHANGE

11.1 All classified information exchanged under this Foundation MOU will be used, transmitted, stored, handled and safeguarded in accordance with the Participants' national security rules and regulations, to the extent that they provide a degree of protection no less stringent than that detailed in the relevant NATO Security Policy documents (C-M(2002)49 and supporting directives). National classified information exchanged between the Participants in connection with this Foundation MOU will also be handled and protected in accordance with recipients' national security rules and regulations and any relevant bilateral security arrangements.

11.2 Classified information will be transferred only through official Government-to-Government channels or through CIS approved by NATO or NSA. Such information will be marked with the level of classification and the country of origin. However, classified information emanating from the OHQ will be classified and marked in accordance with relevant information security regulations.

11.3 The Participants will take all lawful steps available to them to ensure that unclassified information provided or generated under this Foundation MOU is used for official use only except where the originating Participant consents to wider disclosure.

11.4 The Participants will inform each other of their NSA point of contact responsible for security issues arising from JEF activities. The Communications and Information Systems Working Group will define the integration and operation of JEF communication frameworks and systems.

SECTION 12

CLAIMS AND LIABILITIES

12.1 Claims arising out of or in connection with the execution of this Foundation MOU and covered by Article VIII NATO SOFA will be dealt with in accordance with the provisions therein.

12.2 In cases where the NATO SOFA does not apply, claims will be dealt with as follows:

- a. Each Participant waives all claims it may have against the other Participant in respect of damage caused to its personnel and/or its property by personnel or agents of the other Participant in the performance of official duties in

connection with this MOU. If, however, such damage results from reckless acts or reckless omissions, willful misconduct or gross negligence of a Participant, its personnel or agents, the costs of any liability will be borne by that Participant alone.

- b. Each Participant will be responsible for settling third party claims arising from any act or omission of it, or any of its service personnel, servants or agents which results in injury, death, loss or damage done in the performance of official duties in connection with this Foundation MOU. Where several Participants are responsible for the injury, death, loss or damage or it is not possible to attribute responsibility to a specific Participant, the cost of settling such claims will be distributed fairly between Participants involved in the incident. The Participants will assist each other in the procurement of evidence concerning such claims.

SECTION 13

FINANCIAL PROCEDURES

13.1 Each Participant will meet their costs of participating including the cost of:

- a. Personnel assigned by it to JEF and expenditure related to those personnel, and any NSE or other national representation together with such allowances including per-diem expenses are as payable under national regulations.
- b. Any equipment or any personnel brought into JEF in excess of that provided by the Framework Nation.
- c. CIS arising from national requirements.
- d. The additional cost of any special facility or equipment required to meet national needs and of any associated maintenance and utility costs where these can be separately identified by the Framework Nation.
- e. Travel costs of personnel on national duty, on initial appointment to and end of tour re-assignment from the JEF Framework Nation.

13.2 The Framework Nation will not normally be responsible for costs in respect of dependents of the personnel of other Participants.

SECTION 14

AMENDMENT AND DISPUTES

14.1 This MOU may be amended only with the unanimous written consent of the Participants. It may be supplemented by IAs for specific activities.

14.2 Any dispute between any of the Participants to this Foundation MOU relating to its interpretation or application will be settled by negotiations among the Participants.

SECTION 15

COMMENCEMENT, WITHDRAWAL, REPLACEMENT AND PARTICIPATION BY APPLICANT NATIONS

15.1 This MOU will come into effect on the date of the last signature, and will continue in effect until it is terminated in accordance with section 15.6 below.

15.2 Any Participant may withdraw from this Foundation MOU giving 12 months prior notice in writing to Framework Nation, which will notify all other Participants. In the event of a withdrawal, the Plenary will discuss the future contingent restructuring and other implications.

15.3 Should the Framework Nation withdraw from this Foundation MOU, giving 12 months prior notice to the participants, then the JEF and this MOU will cease to function and will be terminated.

15.4 New participants may join this Foundation MOU and participate in JEF activities. Their request to join will be discussed by the Participants. After consultation with all Participants, the Framework Nation will make the decision on new participant requests. New participants will join through a Note of Joining (NOJ) that will be signed by the joining participant and the Framework Nation.

15.5 Other nations may associate with the JEF under terms and conditions discussed by the Plenary. After consultation with all Participants, the Framework Nation will make the decision on association.

15.6 This Foundation MOU may be terminated by unanimous consent of the Participants at any time. The termination of this Foundation MOU will not alter any financial provisions contained in subordinate Implementing Arrangements. Any such provisions will be dealt with according to the terms contained within each Implementing Arrangement and will be settled by negotiation between the Participants.

15.7 This Foundation MOU will be replaced by a new MOU when the JEF reaches FOC.

The foregoing represents the understandings reached between the Participants upon the matters referred to therein.

SIGNED IN THE ENGLISH LANGUAGE. THE SIGNED FOUNDATION MOU WILL BE DEPOSITED WITH THE UK MINISTRY OF DEFENCE, WHICH WILL TRANSMIT A COPY TO ALL PARTICIPANTS.


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

Michele Fallon

DATE 30th November 2015

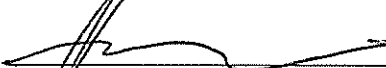
NAME Micuna Fallon

THE MINISTRY OF DEFENCE OF THE KINGDOM OF DENMARK

 DATE 30/11 '15

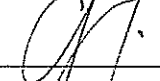
NAME PETER CHRISTENSEN

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF ESTONIA

 DATE 30.11.2015

NAME ANDREAS HARJO

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF LATVIA

 DATE 30/11-2015

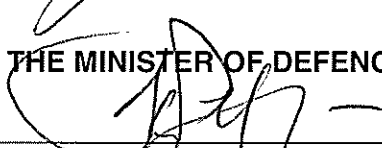
NAME Jānis Bairns

THE MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF LITHUANIA

 DATE 30.11.2015

NAME Juozas Olekas

THE MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS

 DATE 30.11.2015

NAME JA. HENNIS-PLASSCHAERT

THE MINISTRY OF DEFENCE OF THE KINGDOM OF NORWAY

One Eriksen Soreide DATE 30/11-15

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