



DEPARTMENT OF THE AIR FORCE
WASHINGTON DC

Office Of The Under Secretary

13 February 2001

MEMORANDUM FOR COMMANDANT, INTER-AMERICAN AIR FORCES ACADEMY

FROM: SAF/IAPX
1080 Air Force Pentagon
Washington, DC 20330-1080

SUBJECT: Inter-American Air Forces Academy (IAAFA) Guest Instructor Program (GIP)
(SAF/IAPX #01009)

References: (a) Action Item 99-10, IAAFA Advisory Board Minutes, 8 Dec 99
(b) DoD Directive 5230.20, Visits, Assignments, and Exchanges of Foreign
Nationals, August 12, 1998
(c) Section 9145 of Title 10 of the U.S. Code
(d) Section 2608 of Title 10 of the U.S. Code

The attached policy guidance, to include sample position description, security plan, and model memorandums of agreement (MOAs) are provided in response to Action Item 99-02 resulting from the meeting of the IAAFA Advisory Board meeting of 1-3 Dec 99.

SAF/IAX point of contact is Mrs Sparkman, DSN 425-8905.

Erich G. Eschenburg
ERICH G. ESCHENBURG, Lt Col, USAF
Acting Chief, Security Assistance Policy Div
Dep Under Secy, Int'l Affairs

Attachment:
IAAFA GI Program Policy Guidance w/atchs

cc:
USSOUTHAF/A5
AETC/DOO
318 TRS/CC
AFSAT/CC/TO

SAF/FMBIS
SAF/IARL
SAF/IAPD
SAF/GCI
SAF/GCA
AF/SGMA
AF/ILEH

IAAFA GUEST INSTRUCTOR POLICY GUIDANCE

1. Authorities:

a. USAF-Funded IAAFA Guest Instructors (GIs). Title 10 of the U.S. Code, Section 9415, authorizes the USAF to assume the fixed costs of the school without reimbursement of these costs through IAAFA tuition rates. IAAFA instructors and guest instructors (GIs) are considered to be part of IAAFA's fixed costs. To be eligible for a USAF-funded GI position, the GI must be filling a USAF billet on the IAAFA's unit manning document.

b. Country-Funded IAAFA GIs. Title 10 of the U.S. Code, Section 2608, authorizes the SECDEF to accept from any person, foreign government, or international organization, any contribution of money, real or personal property, or contribution of services. Gift services, i.e. IAAFA GI's, may be accepted, provided:

(1) There is a valid need for the GI and the GIs particular qualifications or skills;

(2) All pay, allowances, and other support costs for the GIs and their dependents will be borne solely by the GIs or their country;

(3) SAF/IARL, SAF/IAPX, SAF/IAPD, SAF/GCI concurs with the proposal and SAF/GCA has recommended and obtained approval for the acceptance of country-funded GI services.

2. Tour Length. The normal tour length for IAAFA GIs will be two years from the date of arrival at IAAFA, with adjustments made by mutual consent.

3. IAAFA GI Financial Obligations, Responsibilities, and Benefits.

a. USAF- funded GIs.

(1) USAF-funded GIs are authorized the following at USAF expense:

(a) Supplemental living allowance, based on BAQ for comparable U.S. rank and a standard subsistence allowance of \$30/day. This allowance should be reviewed/adjusted annually based on changes to the BAQ. USAF-funded GIs will be provided on-base unaccompanied personnel or family housing, if available. The charge for on-base housing will be based on the basic allowance for housing (BAH) for US military personnel of comparable rank.

(b) The cost of transportation to bring the GI and his authorized accompanying dependents to IAAFA and return home at completion of tour. Travel will be governed by the Joint Federal Travel Regulation. Transportation at USAF expense is limited to one round trip per GI and authorized accompanying dependents.

(c) The shipment of up to 2,000 pounds of household goods for accompanied officers or 600 pounds for unaccompanied GIs.

(d) Payment of medical expenses for medical services provided to guest instructors and their authorized accompanying dependents up to \$4,000 per year for the GI and his dependents. USAF-funded GIs and their dependents are authorized in-patient and out-patient medical care and emergency dental care. Medical/dental care in excess of \$4,000 per year is the responsibility of the GI's country (or the GI, in accordance parent country laws and regulations) and will be provided on a reimbursable basis, unless the GIs and their dependents are covered by a reciprocal health care agreement (RHCA). The rate for medical services for IAAFA GIs and dependents not covered by a RHCA will be at full reimbursement. GIs and their dependents are subject to the medical and dental certification requirements outlined in Chap 10, para 10-46, AFJI 16-105, the Joint Security Assistance Training Regulation.

(e) Formal and informal training of the GI provided by the USAF to qualify its own instructors to meet the unique qualifications of IAAFA instructor positions.

(f) The basic cost of transportation and other USAF authorized travel allowances when the USAF directs temporary duty.

(g) Office and classroom space, equipment and other support required to perform the duties of the GI position.

(2) The GI or his country (in accordance with parent country laws and regulations) is responsible for:

(a) Basic pay and allowances of the GI.

(b) Cost for the storage or shipment of GI household goods in excess of that authorized by the USAF.

(c) Preparation and shipment of remains and funeral expenses associated with the death of the GI or his dependent(s).

(d) Compensation for loss of, or damage to, the personal property of the GI, or the personal property of the GI's dependents.

(e) Expenditures in connection with any special duty performed on behalf of the GI's country.

(f) Any expense not identified above.

b. Country-funded GIs.

(1) The USAF is responsible for:

(a) Formal and informal training of the GI provided by the USAF to qualify its own instructors to meet the unique qualifications of IAAFA instructor positions.

(b) The basic cost of transportation and other USAF authorized travel allowances when the USAF directs temporary duty.

(c) Office and classroom space, equipment and other support required to perform the duties of the GI position.

(2) The GI or his country (in accordance with parent country laws and regulations) will be responsible for all other expenses, including, but not limited to:

(a) Basic pay and allowances of the GI.

(b) Permanent change of station costs, including transportation, per diem and other travel allowances, and storage costs.

(c) The cost of housing and mess for GI and their dependents.

(d) Compensation for loss of, or damage to, the personal property of the GI, or the personal property of the GI's dependents.

(e) Payment of medical expenses for medical services provided to guest instructors and their authorized accompanying dependents. GIs and their dependents are authorized in-patient and out-patient medical care and emergency dental care. Medical/dental care will be provided on a reimbursable basis, unless the GIs and their dependents are covered by a reciprocal health care agreement (RHCA). The rate for medical services for IAAFA GIs and dependents who are not covered by a RHCA will be at full reimbursement. GIs and their dependents are subject to the medical and dental certification requirements outlined in Chap 10, para 10-46, AFJI 16-105, the Joint Security Assistance Training Regulation.

(f) Preparation and shipment of remains and funeral expenses associated with the death of the GI or his dependent(s).

(g) The movement or storage of the household effects of the GI and the GI's dependents as authorized by the GI's country.

(h) Expenses incurred in the interest of dependents permitted to accompany or join GI.

(i) Expenditures in connection with any special duty performed on behalf of the GI's country.

4. General Procedures. Position descriptions and security plans are required for all GIs. IAAFA will prepare and forward all draft position descriptions for proposed GIs to SAF/IARL for coordination with SAF/IAPD (see Attachment 1 for sample position description). Subsequent to coordination, IAAFA will issue a call for GI nominations through the country Security Assistance Organization (SAO) for candidates possessing their requisite skills. Minimum

qualifications and US/Parent Country financial responsibilities will be identified in the call for nominations. Nominations will be submitted to IAAFA for consideration and selection. A Memorandum of Agreement (MOA) between the USAF and the providing foreign service, to include a signed annex by the individual identified for the IAAFA guest instructor position, is required before any GI is assigned to IAAFA. In addition, IAAFA will prepare and coordinate a security plan prior to the arrival of the GI (see attachment 2 for sample security plan). Security plans are coordinated with base servicing security forces, AFOSI, computer network authorities, etc. and approved locally. If the position is to be filled by a country-funded GI, the procedures for accepting “gift” services must be followed before the GI is accepted.

a. The proposal for each country-funded GI will be forwarded in writing to SAF/IARL for review and further coordination. The proposal will identify the GI’s country, rank, the GI position description, the desired report date, the length of tour, and the estimated value of the services. The estimated value of the services will be based on the annual salary of USAF personnel of comparable rank (i.e. annual pay, plus the basic allowance for subsistence and basic allowance for housing (BAH)), multiplied by the number of years of the proposed assignment. If approved by SAF/IARL, SAF/IAPX, SAF/GCI, SAF/IARL will forward the proposal to SAF/GCA with a recommendation to process the approval of the acceptance of the services of the GI in accordance with the provisions of AFI 51-601, Gifts to the Department of the Air Force. SAF/IAPD coordination is required only if the position description had not been previously approved or if there have been changes since it was approved.

b. After the country-funded GI position is approved, IAAFA will prepare a MOA in accordance with the instructions in para 5 below and the models attached to these instructions and will forward to SAF/IARL for coordination and signature.

5. Memorandum of Agreement (MOA). IAAFA will use the appropriate model MOA for USAF-funded GIs (Attachment 3) or country-funded GIs (Attachment 4). The MOAs will be prepared by IAAFA and forwarded to SAF/IARL country director for coordination with SAF/IAPX, SAF/IAPD, SAF/GCI, OASD/Security Policy, signature by SAF/IA, and subsequent negotiation/conclusion with the GI’s country. All proposed changes to the MOA require prior coordination and approval of SAF/IAPX and SAF/GCI.

6. Post MOA Acceptance Actions. Once the MOA is signed by both parties the following actions will be taken:

a. The SAF/IARL country director will:

(1) Issue an IPD to IAAFA directing implementation of the MOA.

(2) Forward copies of the signed MOA within 20 days of signature, to the Department of State, (ATTN: L/T), Washington, D.C. 20520, DoD/General Counsel, 1600 Defense Pentagon, Washington, DC 20301-1600, SAF/GCI, 1740 Air Force Pentagon, Washington DC 20330-1740, SAF/JAI, 1420 Air Force Pentagon, Washington, DC 20330-1420, OSD (ISA-FMRA), Washington, DC 20301-2400, and SAF/IAPX.

b. IAAFA will authorize issuance of an invitational travel order for the GI and will provide SAF/IAPX, SAF/IARL, SAF/IAPD, and the 59th Medical Wing a copy the Invitational Travel Order (ITO) before the GI reports to IAAFA. IAAFA will provide instructions to the country Security Assistance Office to identify all authorized accompanying dependents in the ITO by relationship/name/age and to include the following statement:

(1) For USAF-funded GIs: “Bills for medical services for this IAAFA guest instructor and his authorized accompanied dependents will be forwarded to IAAFA/CCR, 1340 Eagle Drive, Lackland AFB, TX 78236-5706.”

(2) For Country-funded GIs: The statement should identify the IAAFA guest instructor or the guest instructor’s country as responsible for payment of medical services bills, e.g. “The government of (Country) is responsible for payment of medical services costs for the guest instructor and his family. Bills should be forwarded to the following address: Embassy of (Country), XXXX Street, N.W., Washington DC, 20330-XXXX.”

c. IAAFA/CCR will liaison with the 59th Medical Wing on GI medical care issues. IAAFA/CCR will identify potential medical care expenses for which the GI or GI country’s ability to pay is questionable to the IAAFA Contact Officer for the GI concerned. The Contact Officer will determine the GI’s ability to pay the anticipated expenses, the GI’s country’s willingness to pay the expenses, or course of action required to preclude GI indebtedness for medical care provided.

d. SAF/IAPD will enter data on the GI into FORDIS upon receipt of the ITO.

7. Follow-On Guest Instructors. After both countries have signed a MOA, only an annex, to be signed by the guest instructor, will be required for follow-on or additional GIs from the same country if the GIs fall under the same authority and financial arrangements. However, IAAFA and SAF/IARL must comply with the procedures for requesting, approving, and reporting “gift services” for follow-on or additional country-funded GIs.

8. Orientation/Training/Administrative Support and Control of USAF-Funded and Country-Funded Guest Instructors.

a. IAAFA will provide both US-funded and country-funded GIs the same orientation and training provided to USAF instructors to prepare them for their IAAFA instructor assignment. In addition, IAAFA will provide office space and administrative support necessary for the GIs to fulfill the duties and responsibilities of his position.

b. GIs will be under the direction and control of the IAAFA Commandant or his designated representative. The IAAFA Commandant will assign a Contact Officer to brief the GI on his responsibilities and benefits (USAF-funded GIs) and assist GIs in their orientation and administration.

c. GI leave and holidays will be commensurate with IAAFA’s training schedule. GIs may observe USAF holidays. Requests for leave will be forwarded to the GI’s country for approval after the request has been coordinated with the IAAFA Commandant or his designated representative.

d. IAAFA may discharge GIs not meeting requisite skills for minimum performance standards, for violation of US laws or regulations, or for disciplinary reasons.

4 Attachments

1. Sample Position Description
2. Sample Security Plan
3. USAF-Funded GI MOA Model
4. Country-Funded GI MOA Model

**INSTRUCTIONS FOR CREATING POSITION DESCRIPTIONS FOR
EXTENDED VISITORS
(PLACEMENT OF ENGINEER AND SCIENTIST EXCHANGE OFFICERS,
FOREIGN LIAISON OFFICERS AND COOPERATIVE PROGRAM PERSONNEL
WITHIN AIR FORCE ORGANIZATIONS*)**

(Heading identifying the exchange officer, cooperative program name or foreign military sale program associated with the foreign representative)

1. POSITION LOCATION: Identify the organizational address of the organization where the foreign representative will perform his/her duties.

2. POSITION TITLE: Identify the title that describes the position that the foreign representative will perform duties as.

3. DESCRIPTION OF DUTIES, SKILLS AND RESPONSIBILITIES: This section identifies the types of activities that the individual will be expected to perform as well as how that activity will be used. This development process may require several revisions to ensure the duties are sufficiently described. This description is important for three reasons. First, it will be used as the foundation upon which the delegation of disclosure authority letter (DDL) will be built or to verify that an existing DDL will support the position. Second, it ensures that both USAF and the foreign government agree to the duties to be performed by the foreign representative. Third, it helps the contact officer educate other USAF personnel working with the foreign representative understand the specific assigned duties of the foreign representative.

The following examples are provided to demonstrate the type of detail that the creator of the position description needs to provide in order to help facilitate the establishment of a long-term visitor position within the organization. They are grouped into UNSATISFACTORY and SATISFACTORY examples of descriptions of duties:

a.. UNSATISFACTORY - Records and reports test results.

SATISFACTORY - Knowledge of the terminology used with a variety of diagnostic and treatment procedures provided general medical patients to record and report medical information such as x-ray and test results.

b. UNSATISFACTORY - Knowledge of engineering concepts to perform military research

SATISFACTORY- Knowledge of materials science to research, develop and apply static and dynamic material properties measurement tests to energetic materials and simulants.

c. UNSATISFACTORY - Individual will use standard laboratory techniques.

SATISFACTORY - Individual will adapt and apply standard laboratory techniques for the assessment of material properties. Test techniques to be used will include Split Hopkinson Pressure Bar Tests, Tensile Tests, and Fracture Toughness Tests for both high explosives and simulants.

**Position descriptions supporting Defense Personnel Exchange Program positions should be developed IAW AFI 16-107*

d. UNSATISFACTORY - Individual will review and evaluate engineering designs.

SATISFACTORY - Individual will review engineering drawings for the proposed demonstrator using knowledge of mechanical engineering principles and evaluate the proposed design against XYZ program requirements.

e. UNSATISFACTORY - Specific duties will include, but not be limited to, the collection of samples, chemical analysis, data reduction and groundwater treatment process evaluation. (The phrase *but not limited to* indicates there are other duties, if so they should be identified.)

f. SATISFACTORY - Develop concept of operations and packaging concept for Tactical and Special Mission ground stations. Includes deployability requirements, physical and functional layouts, data link requirements and procedure development issues.

4. QUALIFICATIONS REQUIRED FOR POSITION: Qualifications are training, education or other accomplishments that prepare an individual to carry out specific work or responsibilities. For example, the ability to use good English oral and written skills and certain types of computer software. Unique qualifications may also be desired by the organization. If so, identify the type of qualification and whether a specific amount of time performing the activity is required to be considered qualified. For example, 3 years performing duties as a research engineer.

5. U.S. CONTACT OFFICER: This is the name, organizational address and telephone number of the USAF official designated in writing to oversee and control all contacts, requests for information, consultations, access, and other activities of the foreign national who will be assigned to or placed in the USAF organization. Previously, this U.S. person was referred to as the “supervisor” for all extended visitors including those assigned under formal exchange programs. The term “contact officer” is now being used to be consistent with DoD terminology. In all cases of Defense Personnel Exchange Positions, the U.S. host supervisor may be the contact officer (within Air Force this has traditionally been the rule).

6. SECURITY CLEARANCE LEVEL REQUIRED: Unclassified, Confidential, Secret or Top Secret (identify one). Information will not be released to the participant based on the required security clearance. Only designated disclosure officers using the appropriate DDL are authorized to approve releases of classified or controlled unclassified military information to the participant. This is the level of security clearance required for access to U.S. classified military information necessary to perform assigned duties and responsibilities. The decision regarding what U.S. classified military information will be available to the foreign representative will be documented in the delegation of disclosure authority letter (DDL). Once the position has been established, the foreign government will be required to provide a security assurance to USAF that it has granted its representative a security clearance commensurate with the access required. By submitting the extended visit request, the foreign government provides the security assurance and identifies the level of clearance it has granted its participant. The bold statement above is a required statement in the position description.

SECURITY PLAN FORMAT
Access Controls for Extended Foreign National
Visitors to USAF Military Organizations

(The purpose of this sample format is to assist U.S. Contact Officers in documenting physical controls necessary to ensure that extended visitors access to information and sensitive work areas is consistent with the disclosure guidance supporting the visitor's placement. All U.S. individuals coming into contact with the foreign national must be made aware of the contents of this plan as well as the disclosure guidance pertaining to the extended visitor's placement. The security plan must be approved by the extended visitor's U.S. Contact Officer, the Foreign Disclosure Officer and the local Information Security Program Manager.)

1. **EXTENDED VISITOR:** (Identify the individual's name, rank and country.)
2. **ASSIGNED DUTY AREA:** (Identify the physical location of the individual's work area to include physical address, building and room number. Identify the extended visitor's normal work hours.) Also, identify any other local organizations that the extended visitor will be required to visit during their placement.
3. **U.S. CONTACT OFFICER:** (Identify the name, organizational address and telephone number of the USAF official designated in writing to oversee and control all contacts, requests for information, consultations, access and other activities of the extended visitor.)
4. **ACCESS CONTROLS:** A general requirement is that all extended visitors identify themselves as members of their parent service in all communications. This requirement ensures that U.S. personnel communicating with the extended visitor are aware that he is an international officer. Identify that the extended visitor will be informed to identify himself as a member of his parent service in all written, electronic and telephonic communications. (The following items must be addressed separately. It may be necessary to identify other controls depending upon the activities taking place at the organization. To identify if other controls are necessary, review activities of U.S. personnel who have similar responsibilities.)
 - a. Computer Access: All computer access must be approved by the MAJCOM commander in accordance with the MAJCOM's approval procedures. The supporting foreign disclosure office and systems accreditation authorities must be included in the approval process. Document the approved computer access with any conditions that apply.
 - b. Other Equipment Use: Identify the equipment and the location that the extended is authorized to use. Are there any requirements which must be met before the equipment can be used (i.e., use logs, etc.), if so identify them.

c. Physical Access: Identify whether the extended individual will have escorted or unescorted access to the work area or any other areas. For unescorted access, identify that the extended visitor has been issued a badge or pass that clearly identifies him as a foreign national, the badge is valid for specific facilities during normal duty hours and the organization has received a security assurance from the individual's government verifying that he meets all clearance requirements for unescorted access to the facility(ies). Identify for what official purposes unescorted access is required on a frequent basis. Identify how the unescorted access will be prevented outside normal duty hours.

d. Information Access: Identify the actions U.S. personnel will be responsible for taking to ensure that classified and controlled unclassified military information in their work areas or common work areas will be controlled during the placement of the extended visitor. Also ensure that guidance for U.S. personnel conducting classified discussions in the office is included.

e. Organization Visitors: Identify how the organization will ensure that visitors are informed about the existence of the extended visitor and the disclosure and security requirements that are in place regarding the visitor.

f. Extended Visitor Visits:

(1) Identify how the organization will ensure that extended visitor contacts outside of the organization are informed of the disclosure and security requirements regarding the visitor.

(2) Identify that the extended visitor will be required to submit a visit request through his Embassy channels for visits outside 12AF.

g. Emergency Procedures: Identify the actions that will be taken should the extended visitor be found unescorted outside the areas approved for unescorted entry or have access to information not approved for release. This information should include the name, location and telephone numbers of any individuals who should be contacted.

h. Points of Contact: Identify all points of contact appropriate for this placement. As a minimum, identify the foreign disclosure officer, unit security manager, the installation information security program manager, facility entry control points, others as appropriate for the organization.

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNITED STATES AIR FORCE

AND

[COUNTRY] AIR FORCE

REGARDING

THE ASSIGNMENT OF GUEST INSTRUCTORS

TO THE

INTER-AMERICAN AIR FORCES ACADEMY (IAAFA)

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PREAMBLE

The United States Air Force and [Country Service] (each referred to herein individually as a "Party" and together as the "Parties"), desiring to impart technical and professional proficiency to Latin American students at the Inter-American Air Forces Academy (IAAFA) through the IAAFA Guest Instructor Program (GIP) and a mutual desire for the formal allocation of responsibilities to enhance the IAAFA GIP, hereby agree to the following terms and conditions regarding the assignment of individuals at IAAFA to serve as IAAFA Guest Instructors (GIs).

ARTICLE I DEFINITIONS

In addition to any terms defined in other provisions of this Agreement, the following terms shall have the following meanings when used herein:

1.1 "Controlled Unclassified Information" shall mean unclassified information of a Party to which access or distribution limitations have been applied in accordance with national laws, policies, and regulations of such Party. It includes United States information that is exempt from public disclosure or subject to export controls.

1.2 "Host Government" shall mean the United States Government.

1.3 "Host Party" shall mean the USAF.

1.4 "Guest Instructor (GI)" shall mean a military member or civilian employee of a Parent Party who, upon approval or certification of the Host Party or Government, is assigned to IAAFA for the purposes of performing duties as a guest instructor.

1.5 "Parent Government" shall mean the national government of the Parent Party.

1.6 "Parent Party" shall mean the Party that assigns a Guest Instructor to IAAFA pursuant to Article III.

ARTICLE II
SCOPE

2.1 During the term of this Agreement, subject to the agreement of the Parties, the Parent Party may assign military members or civilian employees of its armed forces to serve as a GI to IAAFA in accordance with the terms of this Agreement.

2.2 The assignment of each GI under this Agreement shall be based upon the demonstrated need for, and the mutual benefit of, the Parties.

2.3 A tour of duty by a GI shall be subject to any requirements that may be imposed by the Host Party or its government regarding formal certification or approval of GIs.

2.4 Unless otherwise agreed, the normal tour of duty for a GI shall be two years from the date of arrival at IAAFA with adjustments by mutual consent.

ARTICLE III
DUTIES AND ACTIVITIES

3.1 IAAFA GI duties will consist of teaching IAAFA students in accordance with standard IAAFA regulation and policy, following appropriate US military standards, and participating in IAAFA activities required of US military personnel, unless specifically excused by the IAAFA Commandant. Military member GIs will be accorded the same respect and courtesies as US military service members of equivalent rank and will be regular members of the IAAFA faculty. GIs will not act in liaison capacities.

3.2 The GI will be required to comply with all applicable United States policies, procedures, laws and regulations. The IAAFA Commandant shall assign a Contact Officer to provide guidance to the GI concerning these requirements and the policies of the IAAFA, and to arrange for activities and access to facilities and information consistent with such requirements and the purposes of this MOA.

3.3 The GI shall not be granted access to technical data or other information of the Host Party, whether or not classified, except as authorized by the Host Party, and only to the extent necessary to fulfill the GI's duties.

3.4 All information to which the GI is granted access while assigned to the Host Party shall be treated as information provided to the Parent Government, in confidence, and shall not be further released or disclosed by the GI to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the GI shall not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in Article II.

3.5 The GI shall not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so by both the Host and Parent Parties.

3.6 The Host Party shall not place or keep a GI in duty assignments in which direct hostilities with forces of third states are likely to occur or have commenced, unless approved by the Parent Party and Host Party, in writing.

3.7 The GI shall be required to comply with the dress regulations of the Parent Party but, if requested by the Host Party, shall also wear such identification necessary to identify the GI's nationality, rank and status as a GI. The order of dress for any occasion shall be that which most closely conforms to the order of dress for the IAAFA faculty. The GI shall be required to comply with the customs of the Host Party with respect to the wearing of civilian clothing.

ARTICLE IV FINANCIAL ARRANGEMENTS

4.1 The Parent Party (or the GI, in accordance with Parent Government laws and regulations) shall bear all costs and expenses of the GI, including, but not limited to:

4.1.1 Basic pay and allowances of the GI.

4.1.2 Permanent change of station costs, including per diem and other travel allowances, and storage costs.

4.1.3 The cost of housing and mess for GI and their dependents which exceeds that provided by the Host Party in accordance with USAF IAAFA GI Policy.

4.1.4 The cost of medical services provided IAAFA GI and their dependents which exceeds that provided by the Host Party in accordance with USAF IAAFA GI Policy.

4.1.5 Compensation for loss of, or damage to, the personal property of the GI, or the personal property of the GI's dependents.

4.1.6 Preparation and shipment of remains and funeral expenses associated with the death of the GI or his dependent(s).

4.1.7 The movement or storage of the household effects of the GI and the GI's dependents as authorized by the Parent Party which exceeds that authorized by the Host Party in accordance with USAF IAAFA GI Policy.

4.1.8 All other expenses incurred in the interest of dependents permitted to accompany or join GI, except for transportation.

4.1.9 Expenditures in connection with any special duty performed on behalf of the Parent Party.

4.2 The Host Party shall be responsible for the following:

4.2.1 Supplemental allowance in accordance with USAF IAAFA GI Policy.

4.2.2 Round trip transportation for the GI and his authorized accompanying dependents to IAAFA and return home at completion of tour. Transportation at Host Party expense is limited to one round trip per GI and authorized accompanying dependents.

4.2.3 The movement of the household effects of the GI and the GI's dependents in accordance with the established USAF IAAFA GI Policy.

4.2.4 Payment of medical expenses for medical services provided to guest instructors and their authorized accompanying dependents, in accordance with USAF IAAFA GI Policy.

4.2.5 Formal and informal training of the GI provided by the USAF to qualify its own instructors to meet the unique qualifications of IAAFA instructor positions.

4.2.6 The basic cost of transportation and other USAF authorized travel allowances when temporary duty is directed by the USAF.

4.2.7 Office and classroom space, equipment and other support required to perform the duties of the GI position.

**ARTICLE V
SECURITY**

5.1 The Host Party shall establish the maximum substantive scope within which the disclosure of any Controlled Unclassified Information to the GI will be permitted. The GI's access to such information and facilities shall be consistent with, and limited by the terms of his/her assignment, the provisions of this Article and any other agreement between the Parties or their governments concerning access to such information and facilities. Further, access shall at all times be limited to the minimum required to accomplish the purposes of this Agreement, and, at its discretion, the Host Party may prohibit the GI's right of access to any Host Party computer system or facility or require that such access be supervised by Host Party personnel.

5.2 The Parent Party shall ensure that each assigned GI is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), and controlled unclassified information disclosed to the GI. This obligation shall apply both during and after termination of an assignment as a GI. Prior to taking up duties as a GI, the GI of [Name of Country] shall be required to sign the certification at Annex A. Only individuals who execute the certification shall be permitted to serve as GIs with IAAFA.

5.3 The Parent Party shall ensure that the GI, at all times, complies with the security laws, regulations and procedures of the Host Government. Any violation of security procedures by a GI during his or her assignment shall be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party shall remove any GI who violates security laws, regulations, or procedures during his or her assignment.

5.4 The GI shall not take custody of Controlled Unclassified Information in tangible form (for example, documents or electronic files), except as expressly permitted by the Host Party and required to fulfill the functions of the GI position.

**ARTICLE VI
TECHNICAL AND ADMINISTRATIVE MATTERS**

6.1 The Host Party's certification or approval of an individual as a GI shall not bestow diplomatic or other special privileges on that individual.

6.2 GIs will be under the direction and control of the IAAFA Commandant or his designated representative. Administration and control of the GI will be in accordance with Host Party law and regulations.

6.3 To the extent authorized by the laws and regulations of the Host Government, and in accordance with Article IV of this Agreement, the Host Party may provide such administrative support as is necessary for the GI to fulfill the purposes of this Agreement.

6.4 The Host Party shall determine the normal working hours for the GI.

6.5 GIs may be granted leave according to their entitlements under the regulations of the Parent Party, provided such leave is approved by the Parent Party and coordinated with the Commandant of IAAFA or his designated representative. GI leave and holiday schedules will be commensurate with the IAAFA schedule.

6.6 Exemption from taxes, customs or import duties, or similar charges for the GI or the GI's dependents shall be governed by applicable laws and regulations or international agreement between the Host Government and the Parent Government.

6.7 The GI and his/her authorized family members shall be provided care in military medical and dental facilities to the extent permitted by applicable law, policy, and international agreement. Where a reciprocal agreement for health care exists between the Parties, the access entitlement of the GI and his/her family members is specified. For those personnel covered by such an agreement, care in DoD medical facilities is generally provided free of charge. All GIs and family members not covered by a reciprocal agreement may be offered health care. Reimbursement is required for health care provided beyond that provided under a reciprocal agreement for health care or the GI benefits provided by the Host Party for care provided in military or commercial health facilities. The Parent Party shall ensure that the GI and his/her family members are medically and dentally fit prior to the GI's tour of duty. The Parent Party shall be responsible for familiarizing itself with the medical and dental services available to the GI and his/her family members, and the costs of, and the procedures for, use of such services.

6.8 The GI and his/her dependents may be accorded the use of military commissaries, exchanges, theaters and similar morale and

welfare activities, on the same basis as granted to USAF military personnel and their dependents.

6.9 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Party or GI, the Host Party may provide, if available, housing and messing facilities for the GI and the GI's dependents. If housing and messing facilities are not provided by the Host Party, the Host Party shall use reasonable efforts to assist the Parent Party with such requirements.

6.11 The Parent Party shall ensure that the GI and the GI's dependents have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit. Unless exempted under an applicable international agreement between the Parties, GIs and their authorized dependents entering the United States shall be required to comply with United States Customs Regulations.

6.12 GIs will comply with appropriate Federal, State, and local law on the importation/exportation, possession, transportation, carry, and use of personal weapons.

6.13 Reports which GIs may be required to make by the Parent Party or which they wish to make concerning their duties as GI will be submitted in accordance with Parent Party regulations. Individual evaluation reports will be prepared and submitted by the IAAFA Commandant or his designated representative for GIs upon receipt of a request by the Parent Party.

6.14 Decorations, awards, or insignia bestowed on GIs by the USAF will be made in accordance with USAF regulations. These awards will not be accepted by the GI without the prior approval of the Parent Party.

ARTICLE VII CLAIMS

7.1 The Parties waive all their claims, other than contractual claims, against each other, and against the military members and civilian employees of each others Department or Ministry of Defense, for damage, loss or destruction of property owned or used by its respective Department or Ministry of Defense, if such damage, loss or destruction:

a. was caused by a military member or a civilian employee in the performance of official duties, or

b. arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its Department or Ministry of Defense, provided that the vehicle, vessel or aircraft causing the damage, loss or destruction was being used for official purposes, or that the damage, loss or destruction was caused to the property being so used.

7.2 The Parties shall waive all their claims against each other and against the military members and civilian employees of each other's Department or Ministry of Defense for injury or death suffered by any military member or civilian employee of their Department or Ministry of Defense while such member or employee was engaged in the performance of official duties.

7.3 Claims, other than contractual claims, for damage, loss, injury, or death, not covered by the waivers contained in paragraphs 1 and 2 of this Article, arising out of an act or omission by the military members or civilian employees of its Department or Ministry of Defense, or out of an act of omission for which the Parent Service is legally responsible, shall be presented to the Parent Service for consideration under its applicable laws and regulations.

7.4 The Parent Party shall ensure that the GI and those family members accompanying the GI in the country of the Host Party shall obtain motor vehicle liability insurance coverage for their private motor vehicles, in accordance with applicable laws, regulations and policies of the Host Government, or the political subdivisions of the country of the Host Party in which the GI and his/her family members are located.

ARTICLE VIII DISCIPLINE AND REMOVAL

8.1 Except as provided in Section 7.2, neither the Host Party nor the armed forces of the Host Government may take disciplinary action against a GI who commits an offense under the military laws or regulations of the Host Party, nor shall the Host Party exercise disciplinary powers over the GI's dependents. The Parent Party, however, shall take such administrative or disciplinary action against the GI as may be appropriate under the circumstances, to ensure compliance with this Agreement, and the Parties shall cooperate in the investigation of any offenses under the laws or regulations of either Party.

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

addition, at the request of the Host Party, the Parent Government shall remove the GI or a dependent of the GI from the territory of the Host Government. The Host Party shall provide an explanation for its removal request, but a disagreement between the Parties concerning the sufficiency of the Host Party's reasons shall not be grounds to delay the removal of the GI.

8.3 A GI shall not exercise any supervisory or disciplinary authority over military or civilian personnel of the Host Party.

ARTICLE IX SETTLEMENT OF DISPUTES

Disputes arising under or relating to this Agreement shall be resolved only through consultations between the Parties and shall not be referred to an individual, national or international tribunal, or to any other forum for settlement.

ARTICLE X ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION

10.1 All obligations of the Parties under this Agreement shall be subject to national laws and the availability of appropriated funds for such purposes.

10.2 The Parent Party shall ensure that the GI complies with all obligations and restrictions applicable to the GI under this Agreement.

10.3 This Agreement may be amended by the mutual written agreement of the Parties.

10.4 This Agreement may be terminated at any time by written agreement of both Parties. In the event both Parties agree to terminate this Agreement, the Parties shall consult prior to the date of termination.

10.5 Either Party may terminate this Agreement upon one hundred and eighty (180) days' written notification to the other Party.

10.6 The respective rights and responsibilities of the Parties under Article V (Security) shall continue, notwithstanding the termination or expiration of this Agreement.

10.7 This Agreement shall supercede any and all prior agreements regarding GIs entered into by the Parties or their organizations, units, or agencies.

10.8 This Agreement shall enter into force upon signature by both Parties. This Agreement shall remain in force for ten (10) years, and may be extended by written agreement of the Parties.

10.9 This Agreement consists of ten (10) Articles and an Annex.

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

*[**OPTIONAL** This Agreement has been prepared in the English and _____ languages, both texts being equally authentic.]*

**ON BEHALF OF THE
UNITED STATES AIR FORCE**

ON BEHALF OF [the name of
foreign organization]:

(Signature)

(Signature)

(Typed Name)

(Typed Name)

(Rank/Title)

(Rank/Title)

(Date)

(Date)

(Location)

(Location)

ANNEX
CERTIFICATION OF GUEST INSTRUCTOR

SECTION I
LEGAL STATUS OF CERTIFICATION

I understand and acknowledge that I have been approved by the Inter-American Air Forces Academy (IAAFA) and my Parent Service for assignment as a Guest Instructor (GI) to fill the position of *[name of position]*. I further acknowledge that I am subject to the jurisdiction of the United States federal, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the GI position does not bestow diplomatic or other special privileges.

SECTION II
CONDITIONS OF CERTIFICATION

(1) **Responsibilities:** I understand that my activities shall be limited to the duties of the GI position to which I am assigned and participating in IAAFA activities required of US military personnel, unless specifically excused by the IAAFA Commandant or his designated representative.

(2) **Costs:** I understand that as an IAAFA GI I will be provided a supplemental allowance; limited medical coverage; transportation for myself and my authorized accompanying dependents, one time, round trip, from my country to IAAFA and return home; the movement of my household effects in accordance with the USAF established policies on GI benefits; office space, classroom, equipment, other support; and unique training required to perform the duties of the GI position. All other costs shall be my responsibility or the responsibility of my government.

(3) **Contact Officer:** I understand that when the approval process is completed a contact officer will be assigned to sponsor me during my visit to the IAAFA. I further understand that I will coordinate through my contact officer all requests for information, visits, and other business which fall under the terms of my assignment. I also understand that requests for information that exceed the terms of my assignment will be made through my country's Office of Defense Attaché' in Washington, D.C.

(4) **Uniform:** I understand that I shall be required to comply with the dress regulations of my Parent Party but, if requested

by the Host Party, shall also wear such identification necessary to identify my nationality, rank and status as a GI. The order of dress for any occasion shall be that which most closely conforms to the order of dress for IAAFA instructors. I understand I shall be required to comply with the customs of the Host Party with respect to the wearing of civilian clothing.

(5) **Security:**

a. I understand that access to US Government information shall be limited to that information determined by IAAFA to be necessary to fulfill the functions of a GI. I also understand that I may not have unsupervised access to US Government computer systems, unless the information accessible by the computer is releasable to my government in accordance with applicable US law, regulations and policy.

b. All information to which I may have access during my tour shall be treated as information provided to my government in confidence and shall not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the US Government.

c. I shall immediately report to my IAAFA supervisor all attempts to obtain proprietary or controlled unclassified information to which I may have access as a result of this assignment from unauthorized personnel.

d. If required, I shall display a security badge on my outer clothing so that it is clearly visible. The US Government shall supply this badge.

e. While assigned to the IAAFA, I will comply with all United State Department of Defense, U.S. Air Force, and local installation administrative rules and security regulations. I understand that my office space, which is located with the IAAFA, is subject to inspections by local installation safety and security officials.

(6) **Compliance:** I have been briefed on, fully understand, and shall comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other government-to-government agreements.

(7) **Definition of Terms:** Terms not defined herein shall have the definitions ascribed to them in the applicable Agreement governing my assignment as a Guest Instructor.

(SIGNATURE OF GUEST INSTRUCTOR)

(TYPED NAME OF GUEST INSTRUCTOR)

(RANK AND/OR TITLE)

(DATE)

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNITED STATES AIR FORCE

AND

[COUNTRY] AIR FORCE

REGARDING

THE ASSIGNMENT OF GUEST INSTRUCTORS

TO THE

INTER-AMERICAN AIR FORCES ACADEMY (IAAFA)

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PREAMBLE

The United States Air Force and [Country Service] (each referred to herein individually as a "Party" and together as the "Parties"), desiring to impart technical and professional proficiency to Latin American students at the Inter-American Air Forces Academy (IAAFA) through the IAAFA Guest Instructor Program (GIP) and a mutual desire for the formal allocation of responsibilities to enhance the IAAFA GIP, hereby agree to the following terms and conditions regarding the assignment of individuals at IAAFA to serve as IAAFA Guest Instructors (GIs).

ARTICLE I DEFINITIONS

In addition to any terms defined in other provisions of this Agreement, the following terms shall have the following meanings when used herein:

1.1 "Controlled Unclassified Information" shall mean unclassified information of a Party to which access or distribution limitations have been applied in accordance with national laws, policies, and regulations of such Party. It includes United States information that is exempt from public disclosure or subject to export controls.

1.2 "Host Government" shall mean the United States Government.

1.3 "Host Party" shall mean the USAF.

1.4 "Guest Instructor (GI)" shall mean a military member or civilian employee of a Parent Party who, upon approval or certification of the Host Party or Government, is assigned to IAAFA for the purposes of performing duties as a guest instructor.

1.5 "Parent Government" shall mean the national government of the Parent Party.

1.6 "Parent Party" shall mean the Party that assigns a Guest Instructor to IAAFA pursuant to Article III.

ARTICLE II
SCOPE

2.1 During the term of this Agreement, subject to the agreement of the Parties, the Parent Party may assign military members or civilian employees of its armed forces to serve as a GI to IAAFA in accordance with the terms of this Agreement.

2.2 The assignment of each GI under this Agreement shall be based upon the demonstrated need for, and the mutual benefit of, the Parties.

2.3 A tour of duty by a GI shall be subject to any requirements that may be imposed by the Host Party or its government regarding formal certification or approval of GIs.

2.4 Unless otherwise agreed, the normal tour of duty for a GI shall be two years from the date of arrival at IAAFA with adjustments by mutual consent.

ARTICLE III
DUTIES AND ACTIVITIES

3.1 IAAFA GI duties will consist of teaching IAAFA students in accordance with standard IAAFA regulation and policy, following appropriate US military standards, and participating in IAAFA activities required of US military personnel, unless specifically excused by the IAAFA Commandant. Military member GIs will be accorded the same respect and courtesies as US military service members of equivalent rank and will be regular members of the IAAFA faculty. GIs will not act in liaison capacities.

3.2 The GI will be required to comply with all applicable United States policies, procedures, laws and regulations. The IAAFA Commandant shall assign a Contact Officer to provide guidance to the GI concerning these requirements and the policies of the IAAFA, and to arrange for activities and access to facilities and information consistent with such requirements and the purposes of this MOA.

3.3 The GI shall not be granted access to technical data or other information of the Host Party, whether or not classified, except as authorized by the Host Party, and only to the extent necessary to fulfill the GI's duties.

3.4 All information to which the GI is granted access while assigned to the Host Party shall be treated as information provided to the Parent Government, in confidence, and shall not be further released or disclosed by the GI to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the GI shall not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in Article II.

3.5 The GI shall not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so by both the Host and Parent Parties.

3.6 The Host Party shall not place or keep a GI in duty assignments in which direct hostilities with forces of third states are likely to occur or have commenced, unless approved by the Parent Party and Host Party, in writing.

3.7 The GI shall be required to comply with the dress regulations of the Parent Party but, if requested by the Host Party, shall also wear such identification necessary to identify the GI's nationality, rank and status as a GI. The order of dress for any occasion shall be that which most closely conforms to the order of dress for the IAAFA faculty. The GI shall be required to comply with the customs of the Host Party with respect to the wearing of civilian clothing.

ARTICLE IV FINANCIAL ARRANGEMENTS

4.1 The Parent Party (or the GI, in accordance with Parent Government laws and regulations) shall bear all costs and expenses of the GI, including, but not limited to:

4.1.1 Basic pay and allowances of the GI.

4.1.2 Permanent change of station costs, including transportation, per diem and other travel allowances, and storage costs.

4.1.3 The cost of housing and mess for guest instructors and their dependents.

4.1.4 Compensation for loss of, or damage to, the personal property of the GI, or the personal property of the GI's dependents.

4.1.5 Payment of medical expenses for medical services provided to guest instructors and their authorized accompanying dependents.

4.1.6 Preparation and shipment of remains and funeral expenses associated with the death of the GI or his dependent(s).

4.1.7 The movement or storage of the household effects of the GI and the GI's dependents as authorized by the Parent Party.

4.1.8 All other expenses incurred in the interest of dependents permitted to accompany or join GI.

4.1.9 Expenditures in connection with any special duty performed on behalf of the Parent Party.

4.2 The Host Party shall be responsible for the following:

4.2.1 Formal and informal training of the GI provided by the USAF to qualify its own instructors to meet the unique qualifications of IAAFA instructor positions.

4.2.2 The basic cost of transportation and other USAF authorized travel allowances when temporary duty is directed by the USAF.

4.2.3 Office and classroom space, equipment and other support required to perform the duties of the GI position.

ARTICLE V SECURITY

5.1 The Host Party shall establish the maximum substantive scope within which the disclosure of any Controlled Unclassified Information to the GI will be permitted. The GI's access to such information and facilities shall be consistent with, and limited by the terms of his/her assignment, the provisions of this Article and any other agreement between the Parties or their governments concerning access to such information and facilities. Further, access shall at all times be limited to the minimum required to accomplish the purposes of this Agreement, and, at its discretion, the Host Party may prohibit the GI's right of access to any Host Party computer system or facility or require that such access be supervised by Host Party personnel.

5.2 The Parent Party shall ensure that each assigned GI is fully cognizant of, and complies with, applicable laws and

regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), and controlled unclassified information disclosed to the GI. This obligation shall apply both during and after termination of an assignment as a GI. Prior to taking up duties as a GI, the GI of [Name of Country] shall be required to sign the certification at Annex A. Only individuals who execute the certification shall be permitted to serve as GIs with IAAFA.

5.3 The Parent Party shall ensure that the GI, at all times, complies with the security laws, regulations and procedures of the Host Government. Any violation of security procedures by a GI during his or her assignment shall be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party shall remove any GI who violates security laws, regulations, or procedures during his or her assignment.

5.4 The GI shall not take custody of Controlled Unclassified Information in tangible form (for example, documents or electronic files), except as expressly permitted by the Host Party and required to fulfill the functions of the GI position.

ARTICLE VI TECHNICAL AND ADMINISTRATIVE MATTERS

6.1 The Host Party's certification or approval of an individual as a GI shall not bestow diplomatic or other special privileges on that individual.

6.2 GIs will be under the direction and control of the IAAFA Commandant or his designated representative. Administration and control of the GI will be in accordance with Host Party law and regulations.

6.3 To the extent authorized by the laws and regulations of the Host Government, and in accordance with Article IV of this Agreement, the Host Party may provide such administrative support as is necessary for the GI to fulfill the purposes of this Agreement.

6.4 The Host Party shall determine the normal working hours for the GI.

6.5 GIs may be granted leave according to their entitlements under the regulations of the Parent Party, provided such leave is approved by the Parent Party and coordinated with the Commandant of IAAFA or his designated representative. GI leave and holiday schedules will be commensurate with the IAAFA schedule.

6.6 Exemption from taxes, customs or import duties, or similar charges for the GI or the GI's dependents shall be governed by applicable laws and regulations or international agreement between the Host Government and the Parent Government.

6.7 The GI and his/her authorized family members shall be provided care in military medical and dental facilities to the extent permitted by applicable law, policy, and international agreement. Where a reciprocal agreement for health care exists between the Parties, the access entitlement of the GI and his/her family members is specified. For those personnel covered by such an agreement, care in DoD medical facilities is generally provided free of charge. All GIs and family members not covered by a reciprocal agreement may be offered health care. Reimbursement is required for health care provided beyond that provided under a reciprocal agreement for health care or the GI benefits provided by the Host Party for care provided in military or commercial health facilities. The Parent Party shall ensure that the GI and his/her family members are medically and dentally fit prior to the GI's tour of duty. The Parent Party shall be responsible for familiarizing itself with the medical and dental services available to the GI and his/her family members, and the costs of, and the procedures for, use of such services.

6.8 The GI and his/her dependents may be accorded the use of military commissaries, exchanges, theaters and similar morale and welfare activities, on the same basis as granted to USAF military personnel and their dependents.

6.9 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Party or GI, the Host Party may provide, if available, housing and messing facilities for the GI and the GI's dependents. If housing and messing facilities are not provided by the Host Party, the Host Party shall use reasonable efforts to assist the Parent Party with such requirements.

6.11 The Parent Party shall ensure that the GI and the GI's dependents have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit. Unless exempted under an applicable international agreement between the Parties, GIs and their authorized dependents entering the United States shall be required to comply with United States Customs Regulations.

6.12 GIs will comply with appropriate Federal, State, and local law on the importation/exportation, possession, transportation, carry, and use of personal weapons.

6.13 Reports which GIs may be required to make by the Parent Party or which they wish to make concerning their duties as GI will be submitted in accordance with Parent Party regulations. Individual evaluation reports will be prepared and submitted by the IAAFA Commandant or his designated representative for GIs upon receipt of a request by the Parent Party.

6.14 Decorations, awards, or insignia bestowed on GIs by the USAF will be made in accordance with USAF regulations. These awards will not be accepted by the GI without the prior approval of the Parent Party.

ARTICLE VII CLAIMS

7.1 The Parties waive all their claims, other than contractual claims, against each other, and against the military members and civilian employees of each others Department or Ministry of Defense, for damage, loss or destruction of property owned or used by its respective Department or Ministry of Defense, if such damage, loss or destruction:

a. was caused by a military member or a civilian employee in the performance of official duties, or

b. arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its Department or Ministry of Defense, provided that the vehicle, vessel or aircraft causing the damage, loss or destruction was being used for official purposes, or that the damage, loss or destruction was caused to the property being so used.

7.2 The Parties shall waive all their claims against each other and against the military members and civilian employees of each other's Department or Ministry of Defense for injury or death suffered by any military member or civilian employee of their Department or Ministry of Defense while such member or employee was engaged in the performance of official duties.

7.3 Claims, other than contractual claims, for damage, loss, injury, or death, not covered by the waivers contained in paragraphs 1 and 2 of this Article, arising out of an act or omission by the military members or civilian employees of its Department or Ministry of Defense, or out of an act of omission for which the Parent Service is legally responsible, shall be presented to the Parent Service for consideration under its applicable laws and regulations.

7.4 The Parent Party shall ensure that the GI and those family members accompanying the GI in the country of the Host Party shall obtain motor vehicle liability insurance coverage for their private motor vehicles, in accordance with applicable laws, regulations and policies of the Host Government, or the political subdivisions of the country of the Host Party in which the GI and his/her family members are located.

ARTICLE VIII DISCIPLINE AND REMOVAL

8.1 Except as provided in Section 7.2, neither the Host Party nor the armed forces of the Host Government may take disciplinary action against a GI who commits an offense under the military laws or regulations of the Host Party, nor shall the Host Party exercise disciplinary powers over the GI's dependents. The Parent Party, however, shall take such administrative or disciplinary action against the GI as may be appropriate under the circumstances, to ensure compliance with this Agreement, and the Parties shall cooperate in the investigation of any offenses under the laws or regulations of either Party.

8.2 The certification or approval of a GI may be withdrawn, modified or curtailed at any time by the Host Party for any reason, including, but not limited to, the violation of the regulations or laws of the Host Party or the Host Government. In addition, at the request of the Host Party, the Parent Government shall remove the GI or a dependent of the GI from the territory of the Host Government. The Host Party shall provide an explanation for its removal request, but a disagreement between the Parties concerning the sufficiency of the Host Party's reasons shall not be grounds to delay the removal of the GI.

8.3 A GI shall not exercise any supervisory or disciplinary authority over military or civilian personnel of the Host Party.

ARTICLE IX SETTLEMENT OF DISPUTES

Disputes arising under or relating to this Agreement shall be resolved only through consultations between the Parties and shall not be referred to an individual, national or international tribunal, or to any other forum for settlement.

ARTICLE X
ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION

10.1 All obligations of the Parties under this Agreement shall be subject to national laws and the availability of appropriated funds for such purposes.

10.2 The Parent Party shall ensure that the GI complies with all obligations and restrictions applicable to the GI under this Agreement.

10.3 This Agreement may be amended by the mutual written agreement of the Parties.

10.4 This Agreement may be terminated at any time by written agreement of both Parties. In the event both Parties agree to terminate this Agreement, the Parties shall consult prior to the date of termination.

10.5 Either Party may terminate this Agreement upon one hundred and eighty (180) days' written notification to the other Party.

10.6 The respective rights and responsibilities of the Parties under Article V (Security) shall continue, notwithstanding the termination or expiration of this Agreement.

10.7 This Agreement shall supercede any and all prior agreements regarding GIs entered into by the Parties or their organizations, units, or agencies.

10.8 This Agreement shall enter into force upon signature by both Parties. This Agreement shall remain in force for ten (10) years, and may be extended by written agreement of the Parties.

10.9 This Agreement consists of ten (10) Articles and an Annex.

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

*[**OPTIONAL** This Agreement has been prepared in the English and _____ languages, both texts being equally authentic.]*

**ON BEHALF OF THE
UNITED STATES AIR FORCE**

ON BEHALF OF [the name of
foreign organization]:

(Signature)

(Signature)

(Typed Name)

(Typed Name)

(Rank/Title)

(Rank/Title)

(Date)

(Date)

(Location)

(Location)

ANNEX
CERTIFICATION OF GUEST INSTRUCTOR

SECTION I
LEGAL STATUS OF CERTIFICATION

I understand and acknowledge that I have been approved by the Inter-American Air Forces Academy (IAAFA) and my Parent Service for assignment as a Guest Instructor (GI) to fill the position of *[name of position]*. I further acknowledge that I am subject to the jurisdiction of the United States federal, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the GI position does not bestow diplomatic or other special privileges.

SECTION II
CONDITIONS OF CERTIFICATION

(1) **Responsibilities:** I understand that my activities shall be limited to the duties of the GI position to which I am assigned and participating in IAAFA activities required of US military personnel, unless specifically excused by the IAAFA Commandant or his designated representative.

(2) **Costs:** I understand that as an IAAFA GI I will be provided office space, classroom, equipment, other support and unique training by the USAF required to perform the duties of the GI position. All other costs shall be my responsibility or the responsibility of my government.

(3) **Contact Officer:** I understand that when the approval process is completed a contact officer will be assigned to sponsor me during my visit to the IAAFA. I further understand that I will coordinate through my contact officer all requests for information, visits, and other business which fall under the terms of my assignment. I also understand that requests for information that exceed the terms of my assignment will be made through my country's Office of Defense Attaché' in Washington, D.C.

(4) **Uniform:** I understand that I shall be required to comply with the dress regulations of my Parent Party but, if requested by the Host Party, shall also wear such identification necessary to identify my nationality, rank and status as a GI. The order of dress for any occasion shall be that which most closely conforms to the order of dress for IAAFA instructors. I

understand I shall be required to comply with the *customs* of the Host Party with respect to the wearing of civilian clothing.

(5) **Security:**

a. I understand that access to US Government information shall be limited to that information determined by IAAFA to be necessary to fulfill the functions of a GI. I also understand that I may not have unsupervised access to US Government computer systems, unless the information accessible by the computer is releasable to my government in accordance with applicable US law, regulations and policy.

b. All information to which I may have access during my tour shall be treated as information provided to my government in confidence and shall not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the US Government.

c. I shall immediately report to my IAAFA supervisor all attempts to obtain proprietary or controlled unclassified information to which I may have access as a result of this assignment from unauthorized personnel.

d. If required, I shall display a security badge on my outer clothing so that it is clearly visible. The US Government shall supply this badge.

e. While assigned to the IAAFA, I will comply with all United State Department of Defense, U.S. Air Force, and local installation administrative rules and security regulations. I understand that my office space, which is located with the IAAFA, is subject to inspections by local installation safety and security officials.

(6) **Compliance:** I have been briefed on, fully understand, and shall comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other government-to-government agreements.

(7) **Definition of Terms:** Terms not defined herein shall have the definitions ascribed to them in the applicable Agreement governing my assignment as a Guest Instructor.

(SIGNATURE OF GUEST INSTRUCTOR)

(TYPED NAME OF GUEST INSTRUCTOR)

(RANK AND/OR TITLE)

(DATE)