

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**THE DEPARTMENT OF DEFENSE OF
THE UNITED STATES OF AMERICA**

AND

THE MINISTER OF DEFENCE OF THE KINGDOM OF BELGIUM ✓

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF BULGARIA ✓

AND

THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA ✓

AND

THE MINISTRY OF DEFENCE OF THE CZECH REPUBLIC ✓

AND

**THE MINISTRY OF DEFENCE OF THE KINGDOM OF DENMARK —
AND**

THE MINISTER OF DEFENCE OF THE FRENCH REPUBLIC ✓

AND

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

AND

THE MINISTRY OF NATIONAL DEFENCE OF THE HELLENIC REPUBLIC ✓

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF HUNGARY ✓

AND

THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC ✓

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 ✓

AND

THE MINISTER OF NATIONAL DEFENCE OF THE REPUBLIC OF POLAND ✓

AND

THE MINISTER OF DEFENCE OF THE PORTUGUESE REPUBLIC ✓

AND

THE ROMANIAN MINISTRY OF NATIONAL DEFENCE ✓

AND

THE MINISTRY OF DEFENCE OF THE SLOVAK REPUBLIC ✓

AND

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF SLOVENIA ✓

AND

THE MINISTRY OF DEFENCE OF THE KINGDOM OF SPAIN ✓

AND

THE GENERAL STAFF OF THE REPUBLIC OF TURKEY ✓

AND

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

AND

SUPREME HEADQUARTERS ALLIED POWERS EUROPE (SHAPE)

CONCERNING

THE ESTABLISHMENT, ORGANISATION, ADMINISTRATION, SECURITY,

FUNDING, AND MANNING OF THE

NATO SPECIAL OPERATIONS COORDINATION CENTRE (NSCC)

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
Introduction		7
Section I	Definitions	
Section II	Purpose and Scope	
Section III	Mission and Command Arrangements	
Section IV	Legal and Regulatory Basis	
Section V	Responsibilities	
Section VI	Discipline and National Duties	
Section VII	Manning and Personnel	
Section VIII	Sponsorship	
Section IX	Equipment, Infrastructure and Residual Value	
Section X	Support Services	
Section XI	Costs	
Section XII	Shared Funding (Multinational Budget)	
Section XIII	Claims	
Section XIV	Financial Procedures	
Section XV	Security and Force Protection	
Section XVI	Senior Policy and Resource Committee	
Section XVII	Disputes	
Section XVIII	Entry into Effect, Withdrawal, Duration, Amendment, Participation, and Termination Signatures	

ANNEXES

- A. Responsibilities of the Framework Nation
- B. NSCC Structure and Manning Procedures
- C. Senior Policy and Resource Committee (SPRC) Terms of Reference
- D. Terms of Reference of the DIRECTOR NSCC
- E. Sample Note of Joining
- F. Abbreviations
- G. Interpretive Declaration

INTRODUCTION

The Minister of Defence of the Kingdom of Belgium, the Ministry of Defence of the Republic of Bulgaria, the Department of National Defence of Canada, the Ministry of Defence of the Czech Republic, the Ministry of Defence of the Kingdom of Denmark, the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of National Defence of the Hellenic Republic, the Ministry of Defence of the Republic of Hungary, the Ministry of Defence of the Italian Republic, 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, the Ministry of Defence of the Kingdom of Norway, the Minister of National Defence of the Republic of Poland, the Minister of Defence of the Portuguese Republic, the Romanian Ministry of National Defence, the Ministry of Defence of the Slovak Republic, the Ministry of Defence of the Republic of Slovenia, the Ministry of Defence of the Kingdom of Spain, the General Staff of the Republic of Turkey, the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland, the Department of Defense of the United States of America, and Supreme Headquarters, Allied Powers Europe, hereinafter collectively referred to as the "SIGNATORIES" –

CONSIDERING that, in furtherance of the North Atlantic Treaty, the SIGNATORIES desire to unite their efforts for collective defence in even closer cooperation;

HAVING REGARD to the provisions of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), signed in London on 19 June 1951 and the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed in Paris on 28 August 1952 (the Paris Protocol);

HAVING REGARD to the provisions of the Agreement between the Supreme Headquarters Allied Powers EUROPE (SHAPE) and the Kingdom of Belgium on the Special Conditions Applicable to the Establishment and Operation of this Headquarters on the Territory of the Kingdom of Belgium, signed in Brussels dated 12 May 1967 (SHAPE-Belgium Agreement);

CONSIDERING that at Riga, 29 November 2006, the NATO Alliance Heads of State and Governments agreed to the launch of a special operations forces transformation initiative, aimed at increasing their ability to train and operate together, including through improving equipment capabilities;

NOTING that NATO MCM-143-2006 "NATO Special Operations Forces (SOF) Transformation Initiative (NSTI) Advice," 15 September 2006, approved the basic concept of NSTI, but through subsequent references requested SHAPE to provide more detail on the NATO Special Operations Coordination Centre (NSCC);

NOTING that NATO MCM-0190-2006 "NATO Special Operations Forces (SOF) Transformation Initiative (NSTI) Advice" was approved by the Military Committee and further detailed the value, role, and responsibilities of the NSCC;

NOTING that, through NATO IMSM-0856-2006, "NATO Special Operations Forces (SOF) Transformation Initiative (NSTI) Implementation," 12 December 2006, the NATO International Military Staff (IMS) endorsed NSTI and tasked SHAPE to initiate implementation of the three elements of the NSTI;

NOTING that NATO MCM-0069-2008 "NATO Special Operations Forces (SOF) Transformation Initiative Advice" was approved by the Military Committee, further confirmed the location of the NSCC at SHAPE and as a consequence the reduction of the SHAPE Special Operations Office (SSOO) peacetime establishment (PE) and further advises the NAC about the location of the "Director Special Operations" in the SHAPE Special Staff to SACEUR.

NOTING that on 22 December 2006, SACEUR designated COMSOCEUR as the first DIRECTOR NSCC and tasked him to begin the NSCC implementation with the United States of America as the FRAMEWORK NATION;

NOTING the development of a Technical Arrangement between SHAPE and the United States Department of Defense regarding command and control of the NSCC by NATO;

NOTING that the United States of America as FRAMEWORK NATION will provide initial facilities and equipment for the establishment of the NSCC;

NOTING that the NSCC is a coordination and advisory centre without command functions;

NOTING that future NATO Command Structure (NCS) PE reviews by the NAC may consider the NSCC as eligible for becoming a NATO Common Funded International Military Headquarters;

NOTING that the official language of the NSCC is English;

DESIRING to implement such multinational organisation, administration, manning, security, and funding arrangements as are necessary for the establishment of the NSCC as a NATO military body with the status of an International Military Headquarters (IMHQ);

CONSIDERING the C-M (2002) 49 (Security within the North Atlantic Treaty Organisation) (NATO), dated 17 June 2002;

NOTING that this MOU is agreed on the premise that the NSCC is located at SHAPE, Mons, Belgium;

NOTING that non-NATO nations, international organisations or non-governmental organisations (NGO) may participate in the NSCC if sponsored by any PARTICIPANT in the framework approved by the NAC for non-NATO nations or international organisations, or non-governmental organisations participating in NATO activities and/or NATO-led operations in accordance with PO (98) 83 and MC 0567;

THEREFORE the SIGNATORIES have reached the following understandings:

Section I Definitions

Unless a meaning is specified within this MOU and any follow-on documents, the NATO Glossary of Terms and Definitions (AAP-6) and the NATO Glossary of Abbreviations used in NATO Documents and Publications (AAP-15) will apply. In addition to any terms defined in other provisions of this MOU, the terms defined below will have the stated meanings when used herein and in any follow-on documents:

1.1 APPLICANT NATION means a NATO nation requesting to join this MOU.

1.2 CLASSIFIED INFORMATION means official INFORMATION requiring protection in the interests of NATO and/or national security of a PARTICIPANT and is so designated by the application of security classification markings.

1.3 COMSOCEUR means the Commander, United States Special Operations Command, Europe.

1.4 DEPENDENTS means those persons as defined in Article I, paragraph 1(c) of the NATO SOFA and in any agreement supplementing or implementing the Paris Protocol.

1.5 FRAMEWORK NATION means the PARTICIPANT responsible for arranging certain support as specified by this MOU.

1.6 HOST NATION means that PARTICIPANT on whose sovereign territory the NSCC is located.

1.7 INFORMATION means any communications, reception of knowledge or intelligence, regardless of form or type, including that of a scientific or technical nature, and also including photographs, interim and final reports, manuals, threat data, experimental data, test designs, specifications, processes, techniques, inventions, drawings, software including source code, technical writings, sound recordings, pictorial presentations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to copyrights, patents, or other legal protection.

1.8 NATIONAL SUPPORT ELEMENT (NSE) means any national units or elements supporting respective national NSCC STAFF MEMBERS and/or their SPONSORED PERSONNEL.

1.9 NSCC means the NATO Special Operations Coordination Centre located at SHAPE, Mons, Belgium.

1.10 The DIRECTOR NSCC is the officer directing the NSCC and the principal advisor to SACEUR in the field of SOF operations and transformation.

1.11 NSCC STAFF MEMBERS means those personnel assigned to NSCC staff positions as part of the manning structure reflected in Annex B.

1.12 PARTICIPANT means those Ministers/Ministries/Departments of Defense/General Staffs of the member states of NATO that have consented to be represented in the NSCC in accordance with the provisions of this MOU.

1.15 SACEUR means Supreme Allied Commander Europe.

1.16 SENIOR NATIONAL REPRESENTATIVE (SNR) means the senior officer of each PARTICIPANT assigned to the NSCC.

1.17 SENIOR POLICY AND RESOURCE COMMITTEE (SPRC) means that body made of representatives of the SIGNATORIES, the terms of reference for which are stated in Annex C.

1.18 SIGNATORIES means the PARTICIPANTS and SHAPE.

1.19 SPONSOR means the PARTICIPANT that acts as the "sponsoring NATO nation" of a non-NATO nation, international organisation or non governmental organisation participating in the appropriate military/technical body within the Alliance, the Political Committee and the NAC pursuant to PO (98)83, "General Guidelines on NATO's Contacts with non-NATO, non-Partner and non-Mediterranean Dialogue Countries" and MC 0567 "Procedures for the Acceptance of Troop Contributions to NATO-led operations from non-NATO Nations" or future NATO-agreed policy in NSCC permanent or temporary activities.

1.20 SPONSOREE means any non-NATO nation, international organisation or non-governmental organisation whose participation in NATO activities and/or a NATO-led operation has been approved by the NAC.

1.21 SPONSORED PERSONNEL means the personnel that belong to a SPONSOREE and participates in the NSCC.

Section II

Purpose and Scope

2.1 The purpose of this MOU is to make provisions for the establishment, organisation, administration, security, funding, and manning of the NSCC as well as addressing equipment, administrative, and logistical support, and to define the provisions governing the activities of the personnel assigned to it.

2.2 The scope of this MOU is based upon the NATO Special Operations Forces Transformation Initiative (NSTI) concept, with the NSCC as the centrepiece of the NSTI. This concept was the basis of MCM-143-2006, MCM-190-2006 and MCM-0069-2008. The MOU scope supports the NSCC proposal to be a multinational organisation as a coordination and advisory centre outside the NATO command structure with no command functions, with the depth of SOF experience and resources to enable training and the employment of NATO SOF; synchronise SOF across the

NATO Alliance in coordination with SHAPE, the Joint Forces Commands (JFCs), as well as national SOF entities to ultimately provide unity of NATO SOF effort. The MOU supports the NSCC ability to integrate NATO SOF planning, provide for joint combined SOF policy and doctrine, support the NATO SOF force generation process, and improve interoperability of the forces of the PARTICIPANTS.

Section III Mission and Command Arrangements

3.1 The NSCC enables and supports NATO special operations across the Alliance and provides the focal point for NATO special operations expertise to SACEUR and other ACO Commanders.

The NSCC's key tasks are:

- a. Provide SACEUR a direct link to NATO SOF expertise through a Flag Officer.
- b. Provide SACEUR with timely, effective, SOF advice in support of the planning and execution of operations.
- c. Coordinate and synchronise NATO SOF in support of the force generation process.
- d. Translate SOF strategic estimates into SOF requirements and advice for SOF employment.
- e. Develop and publish NATO SOF Policies and Doctrine to foster NATO SOF interoperability and standardisation.
- f. Coordinate, synchronise and support NATO SOF education, training and exercises.
- g. Coordinate training and capability development through a NATO Federation of SOF Training Centres.

3.2 The NSCC is directly and exclusively tasked by SHAPE. The subordinate relationship and the command relations enabling the NSCC to carry out its tasks in peacetime, crisis, and operations will be in accordance with the provisions of a Technical Arrangement agreed upon between the Department of Defense of the United States of America and SHAPE which will be signed after the signature of this MOU, following SHAPE consultation with the PARTICIPANTS.

Section IV Legal and Regulatory Basis

The following (together with any amendments) will apply to the status and activities of the NSCC, NSCC STAFF MEMBERS, and their DEPENDENTS as appropriate:

4.1 The Agreement between the Parties to the North Atlantic Treaty Organization regarding the Status of their Forces (NATO SOFA), signed in London on 19 June 1951.

4.2 Upon activation of the NSCC as a NATO Military Body by the North Atlantic Council (NAC), the International Military Headquarters (IMHQ) status provided by the Paris Protocol and any agreements supplementing or implementing the Paris Protocol.

4.3 NSCC STAFF MEMBERS and their DEPENDENTS will be treated equivalent to SHAPE members and their dependents and as such will be entitled to appropriate benefits and services, and privileges and immunities to the extent applicable arrangements allow.

4.4 Without prejudice to the authority of the DIRECTOR NSCC, NSCC STAFF MEMBERS are assigned to SHAPE and placed under its authority for all daily administrative management matters linked to their presence at SHAPE, installed in Belgium.

4.5 NATO PO (98)83, General Guidelines on NATO's Contacts with non-NATO, non-Partner, and non-Mediterranean Dialogue Countries.

4.6 MC 0567, Procedures for the Acceptance of Troop Contributions to NATO-led Operations from non-NATO nations.

4.7 MC 437/1, Military Committee Special Operations Policy, 3 November 2006.

4.8 MC 128/6, Policy Guidance for NATO Intelligence.

4.9 MC 167/3, Release of NATO Classified and Unclassified Military Information to Non-NATO Nations and Organisations.

4.10 CM [2002] 49, Security within NATO.

4.11 MC 317, the NATO Force Structure.

4.12 AD 45-1, Personnel Management and Administration.

4.13 The MOU will not conflict with the national laws of the PARTICIPANTS or any international agreements that may apply. In the event of such conflict, the laws of the concerned PARTICIPANTS or applicable international agreements will prevail.

Section V Responsibilities

5.1 The FRAMEWORK NATION will support the NSCC in accordance with Annex 1.

5.2 NSCC STAFF MEMBERS and personnel assigned to their NATIONAL SUPPORT ELEMENTs (NSE) will be paid by the PARTICIPANTS who provide them, together with such allowances as are payable under their national regulations.

5.3 PARTICIPANTS will comply with regulations and procedures agreed to in this MOU and particularly will fill posts allocated to them as in Annex B with qualified personnel in accordance with relevant job descriptions.

5.4 The DIRECTOR NSCC will be responsible for fulfilment of the mission, tasks, and administration of the NSCC in accordance with the provisions of Annex D.

Section VI Discipline and National Duties

6.1 With regard to discipline and national duties, the management of the NSCC staff members will follow AD 45-1.

6.2 The SENIOR NATIONAL REPRESENTATIVES (SNR) or their delegates hold, with regard to their personnel all powers or competencies conferred on them by their national laws and regulations, consistent with the Paris Protocol and the NATO SOFA,

6.3 The NSCC STAFF MEMBERS will perform duties as directed by the DIRECTOR NSCC in accordance with the mission of the NSCC. Such duties will be consistent with the national laws of the respective PARTICIPANTS.

Section VII Manning and Personnel

7.1 Unless otherwise provided for in this MOU or as decided by the SPRC, the management of NSCC STAFF MEMBERS will be in accordance with AD 45-1 and all applicable NATO rules and regulations.

7.2 Requests for supplements to, or reductions of, post allocations as well as job description changes will be considered by the SPRC on an annual basis in accordance with Annex B procedures. A PARTICIPANT reducing its manning will be liable for the budget share of its affected post until the end of the fiscal year in which the notice period ends.

7.3 In accordance with AD 45-1, NSCC STAFF MEMBERS may go on leave as permitted by the appropriate PARTICIPANT. Each PARTICIPANT will provide the DIRECTOR NSCC with a list of observable holidays.

7.4 The organisational structure and manning of the NSCC is subject to temporary change at any time by the DIRECTOR NSCC, in accordance with the principles of AD 45-1, due to consideration of mission requirements, available resources and capabilities. These changes will be reviewed by the SPRC at its next meeting. Any permanent changes to the NSCC's organisational structure will be agreed by the SPRC and will be reported to the MC.

7.5 PARTICIPANTS may at any time propose supplementing or decrementing the number of NSCC posts allocated to them, provided that any proposed decrements are provided to and approved by the SPRC via the DIRECTOR NSCC at a minimum of 12 months prior to the effective date. Any such proposal will be considered by the SPRC and handled in accordance with the provisions of this MOU.

7.6 Should a PARTICIPANT be temporarily unable to fill an assigned position for more than 90 days, the SNR of that PARTICIPANT (or member of the SPRC if the concerned PARTICIPANT does not have an available officer assigned to the NSCC) will inform the DIRECTOR NSCC in writing. The DIRECTOR NSCC may then approach the other PARTICIPANTS to fill the post

until the assigned PARTICIPANT can resume the post and fill it. Should a PARTICIPANT not be able to permanently fill an assigned post then the post can be assigned to any other voluntary PARTICIPANT.

7.7 The DIRECTOR NSCC through the NSCC Chain of Command will supervise the day-to-day activity of the NSCC STAFF MEMBERS.

Section VIII Sponsorship

8.1 In accordance with procedures approved by the NAC, PARTICIPANTS may sponsor non-NATO nations, international organisations, or non-governmental organisations participating in NATO activities and/or NATO-led operations into the NSCC.

8.2 Sponsorship will be subject to existing NATO-agreed policy in accordance with the NAC decisions on the participation of non-NATO nations, international organisations or non-governmental organisations in NATO activities and/or NATO-led operations.

8.3 SPONSORED PERSONNEL will serve in the NSCC in accordance with the procedures established by the SPRC.

8.4 The legal status of SPONSORED PERSONNEL and their dependents that are not covered by a status of forces agreement and/or supplemental arrangements will be subject to arrangements with the HOST NATION, the FRAMEWORK NATION and/or SHAPE.

8.5 SPONSORED PERSONNEL and their dependents will have access to the support services at SHAPE in equal conditions as NSCC STAFF MEMBERS and their DEPENDENTS to the extent applicable arrangements allow.

8.6 SPONSORS will ensure that the SPONSOREE will cover costs arising from SPONSORED PERSONNEL activities in the NSCC vis-à-vis the SIGNATORIES and third parties, unless otherwise agreed upon by the SPRC. This includes costs referred to in article 11.1.

8.7 Within the limits imposed by its respective national laws and regulations, or when applicable, international arrangements or contracts SPONSORS, through their SENIOR NATIONAL REPRESENTATIVE (SNR) or their delegates, will be responsible, for their SPONSORED PERSONNEL for compliance with regulations issued by the DIRECTOR NSCC.

8.8 SPONSORS will insert into arrangements with their non-NATO, non-PfP SPONSOREE(S) provisions pertaining to claims such that claims caused by SPONSORED PERSONNEL will be covered by the SPONSOREE vis-à-vis the NSCC, the SIGNATORIES and third parties. These arrangements will be in place and presented to the SPRC before SPONSORED PERSONNEL are attached to the NSCC.

8.9 SPONSORS will ensure that SPONSORED PERSONNEL comply with NSCC security procedures at all times. Any violation of security procedures by SPONSORED PERSONNEL

during their assignment will be reported to the SPONSOR for appropriate action as per current NATO security policy, correspondent standing security agreement, code of conduct, and security assurance signed with NATO and/or the SPONSOREE.

IX

Equipment, Infrastructure and Residual Value

9.1 Cost-shared property: Any assets and equipment procured by the NSCC as a joint investment through the NSCC shared budget will become the property of the PARTICIPANTS and will be managed by the NSCC by maintaining an inventory of all accountable property (the asset register).

9.2 Upon closure of the NSCC, or termination of this MOU, the disposition and residual value of such jointly owned property will be settled by the SPRC in accordance with NATO rules and procedures and will be consistent with Article IX of the Paris Protocol.

9.3 FRAMEWORK NATION Property: Property purchased by the FRAMEWORK NATION, other than cost-shared property, will remain with the FRAMEWORK NATION and be disposed of in accordance with their procedures.

9.4 NATO Property: Any NATO-provided equipment will remain the property of NATO and be redistributed in accordance with standard NATO procedures and the Paris Protocol.

Section X

Support Services

10.1 NSCC STAFF MEMBERS and their DEPENDENTS will have access to all SHAPE support services subject to availability and in accordance with SHAPE rules and regulations to the extent applicable arrangements allow.

10.2 NSCC STAFF MEMBERS and their DEPENDENTS, including the NATIONAL SUPPORT ELEMENT and their DEPENDENTS, will provide for their own medical care, dental care, housing, and dependent education unless other arrangements based upon applicable bilateral or multinational agreements or arrangements permit otherwise.

10.3 Any charges for services and facilities above will be expressed, and bills or receipts will be settled with the beneficiaries as determined by SHAPE or elements providing those services.

Section XI Costs

11.1 Each PARTICIPANT will pay the following:

- a. The travel costs of their NSCC STAFF MEMBER personnel, incurred at the beginning and at the end of the tour of duty to the NSCC;
- b. Wages, allowances, and per diem expenses of their personnel;
- c. Travel payments authorized under national regulations in connection with temporary duty trips (i.e., per diem expenses) will be borne by the PARTICIPANT to which the person making the temporary duty trip belongs;
- d. Any equipment or personnel brought into the NSCC by such PARTICIPANT in excess of that provided by the FRAMEWORK NATION;
- e. Communications and Information Systems arising from their own national requirements;
- f. Any additional cost required to meet their own national needs.

11.2 On a case-by-case basis, application for NATO common funding may be made by the DIRECTOR NSCC via the appropriate Strategic Command (SC) to the NATO financial committees for consideration in accordance with policies and regulations in effect at the time of application.

11.3 Eligibility Criteria for NATO funding of deployment in support of NAC-approved operations is detailed per MC 317 and PO (2005)98. When determined eligible, funding to support specific deployments, and specific deployment related costs, is provided via the appropriate SC in the context of OPLAN budgets (or allocations thereof) approved by the appropriate finance committee.

11.4 The approved budgeted costs for the NSCC will be paid by the PARTICIPANTS in accordance with Section XII of this MOU as determined by the SPRC. Such costs may include (but are not limited to) communications, contract support, communication life-cycle replacement costs, NSCC-directed travel and training (excluding per diem), utilities, lease or rental of facility, supplies, miscellaneous office support requirements, alterations and modifications of the facility, facility maintenance and repair, refuse disposal, pest control, and replacement or lease or rental of equipment provided by the FRAMEWORK NATION after establishment. Additional costs beyond the scope of authority provided in approved budgets must be authorized in advance by the SPRC.

11.5 Connectivity to NATO command and control networks, communications, and information circuits, designated as mission essential, will be funded in accordance with MC 317 and other relevant NATO documents. The NSCC will use standard communications architecture and systems to ensure that its NSCC communications support reaches all headquarters, both static and deployed.

11.6 Any other miscellaneous costs, not within the above categories but attributable to the operation of the NSCC, will be shared by the PARTICIPANTS in accordance with Section XII of this MOU.

11.7 Neither the FRAMEWORK NATION, nor the HOST NATION, nor any other PARTICIPANT will derive revenue from the official activities of the NSCC.

11.8 Claims and payments deriving from claims attributable to the official activities of the NSCC will be shared by the PARTICIPANTS according to Section XII of this MOU.

Section XII Shared Funding (Multinational Budget)

12.1 The PARTICIPANTS will fund the SPRC approved multinational shared budget according to each PARTICIPANT's actual number of claimed NSCC posts divided by the total number of claimed posts by all PARTICIPANTS as reflected in Annex B.

12.2 Unfilled posts will not reduce the designated PARTICIPANTS cost-share under Para. 12.1.

12.3 Temporary augmentees (*e.g.*, for exercises, training, etc.) will not affect PARTICIPANTS' cost-shares. PARTICIPANTS that provide these augmentees will bear the cost burden.

12.4 The provisions of this MOU regarding shared funding of the NSCC budget become effective within 90 days after activation of the NSCC as an IMHQ by the NAC. The Framework Nation (FN) is responsible for facilitating the implementation of the NSCC, for the initial manning, funding and support of the NSCC until this MOU comes into effect.

Section XIII Claims

13.1 Unless otherwise provided in this MOU, claims will be handled in accordance with Article VIII of the NATO SOFA and Article VI of the Paris Protocol.

Section XIV Financial Procedures

14.1 Funds provided by the PARTICIPANTS and finance procedures will be in accordance with current NATO financial regulations and implementing rules and procedures as determined to be applicable and feasible by the SPRC.

14.2 Funds made available from NATO sources will be requested and accounted for in accordance with standard NATO procedures defined in ACO Directives or as directed by the ACO Financial Controller.

14.3 The fiscal year begins on 1 January and ends on 31 December.

14.4 The draft budget showing the estimated expenses will be prepared in Euros and sent to the SPRC by the DIRECTOR NSCC by the date determined by the SPRC each year for the coming fiscal year. At the same time the DIRECTOR NSCC also will provide a medium term financial plan for the 5 years following the coming fiscal year for planning purposes. ~~The draft budget will~~

be examined by the SPRC and approved prior to the coming fiscal year. If it emerges during the course of the fiscal year that the approved budgetary funds will be insufficient, the DIRECTOR NSCC may submit a supplementary budget for SPRC consideration.

14.5 In accordance with the approved budget, the DIRECTOR NSCC will normally submit one Call for Funds (CFF) per annum, payable by the PARTICIPANTS in accordance with terms established by the SPRC. Any credits due to the PARTICIPANTS will be balanced in the appropriate CFFs. Payments will be made free of charges, in Euros, to the bank account designated by the DIRECTOR NSCC. If a supplementary budget is subsequently approved by the SPRC, a second CFF may be issued.

14.6 The DIRECTOR NSCC will submit to the SPRC a final statement of account by 31 March of the following year. The statement of final accounts will be presented to the SPRC for approval.

14.7 The preferred agency for auditing is the International Board of Auditors for NATO (IBAN). However, the audits will be conducted as authorized by the SPRC.

14.8 Financial responsibility of the PARTICIPANTS under this MOU is subject to the authorization and appropriation of funds in accordance with their respective national laws.

14.9 The PARTICIPANTS have the right of access to all necessary information on their contribution to the NSCC shared funding for audit purposes.

Section XV Security and Force Protection

15.1 External security and force protection will be provided by the HOST NATION or the FRAMEWORK NATION in accordance with the regulations of the installation hosting the NSCC.

15.2 Internal security is the responsibility of the DIRECTOR NSCC, acting in accordance with applicable security regulations. Security costs are eligible under shared funding (such as costs of 24-hour security guards).

15.3 PARTICIPANTS will safeguard the security of all CLASSIFIED INFORMATION in accordance with security rules and regulations no less stringent than provided for NATO CLASSIFIED INFORMATION in CM (2002)-49, including all supplements and amendments thereto and in accordance with applicable agreements and arrangements.

15.4 Further provisions will be laid down in the Technical Arrangement as mentioned under Section III, paragraph 3.2.

15.5 The NSCC STAFF MEMBERS will meet security clearance requirements ~~in accordance~~ with the NSCC job descriptions.

15.6 Each PARTICIPANT will ensure that NSCC STAFF MEMBERS comply with the NSCC security procedures at all times. Any violation of security procedures by NSCC STAFF MEMBERS during their assignment will be reported to the relevant PARTICIPANT for appropriate action per CM (2002)49, AC/35-D/2002, and AD 65-3.

Section XVI **Senior Policy and Resource Committee**

16.1 The designated representatives of the SIGNATORIES will comprise the SENIOR POLICY AND RESOURCE COMMITTEE (SPRC), which will function in accordance with the Terms of Reference at Annex C. PARTICIPANTS will ensure representation in SPRC meetings with appropriate authority to discuss and take decisions on policy, manning, and/or financial issues as needed, based on the agenda of each meeting. The SPRC will be chaired by the FRAMEWORK NATION and will meet at least once a year to approve the shared budget, address manning changes and any other policy or finance issues. Each SIGNATORY will get one vote and all voting must be unanimous and with no silence procedures. Any changes to the financial aspects to annexes B, E, and F must have the approval of the SPRC.

Section XVII **Disputes**

17.1 Any disputes regarding the interpretation or implementation of this MOU will be resolved exclusively through consultation among the SIGNATORIES. Disputes related to this MOU will not be referred to any third party for settlement.

Section XVIII **Entry into Effect, Withdrawal, Duration, Amendment, Participation, and Termination**

18.1 This MOU will enter into effect on the last date of the signature of the FRAMEWORK NATION, HOST NATION, and SHAPE and, with respect to all other PARTICIPANTS, on the date of signature of each such other PARTICIPANT.

18.2 Should the NAC approve the NSCC as part of the NCS, the PARTICIPANTS will enter into immediate consultation to implement the NAC decision for the transitional period with the firm commitment of not detracting the NSCC from its operational capability during such transitional period.

18.3 Should future changes in the NATO headquarters geographical footprint affect SHAPE's location and eventually the NSCC's location, the SIGNATORIES will enter into immediate consultations as to the implications of such changes on the provisions of the present MOU.

18.4 Any SIGNATORY wishing to withdraw from this MOU will give 12 months notice in writing to all other SIGNATORIES. In this event, remaining PARTICIPANTS will meet to discuss the redistribution of cost-sharing, funding, and vacant positions.

18.5 Should a PARTICIPANT withdraw from this MOU, and should its share not be assumed by another PARTICIPANT, it will:

- a. Continue to support the NSCC until the end of the notice period, including paying its share of the approved budget until the end of the fiscal year in which the notice period ends.
- b. Be reimbursed for the residual value of all investments to which it has contributed to the extent its share is assumed by another PARTICIPANT as agreed by the directly involved PARTICIPANTS. Should the withdrawing PARTICIPANT not be reimbursed at the time of withdrawal, it will retain its claim to the residual value until such time as another PARTICIPANT assumes its share and pays the compensation for them or until the investments have been written off in full.

18.6 Any SIGNATORY to this MOU may propose amendment to any of its provisions. During the amendment or revision approval process, the SIGNATORIES will continue to fulfil their responsibilities under this MOU.

- a. Any such amendment to the MOU will take effect when accepted in writing by all SIGNATORIES to this MOU.
- b. Changes to Annexes B, E, and F of this MOU require only the approval of the SPRC.

18.7 Participation in the NSCC MOU is open to any NATO member subject to its acceptance of reasonable and equitable conditions to be established by the PARTICIPANTS. Applications to participate in the MOU may be made at any time. Each new application will be recommended to the SIGNATORIES by the SPRC. APPLICANT NATIONS seeking to join the MOU may be assessed an initial joining fee established by the SPRC to allow the joining nation to share in any residual value should the NSCC eventually close and/or fall under the NATO Command Structure.

- a. The complete contribution of each APPLICANT NATION will be subject to consideration and negotiation by the SPRC. The financial contribution will be consistent with the cost-sharing principles of this MOU.
- b. A Note of Joining will be concluded between the APPLICANT NATION and SIGNATORIES to this MOU in the SPRC. This Note of Joining will record the fact that an APPLICANT NATION has become a PARTICIPANT in this MOU.
- c. Status as a PARTICIPANT will be effective from the date of the last signature to the Note of Joining (referred to at 18.5b. above) reflecting joining, unless otherwise agreed by the SIGNATORIES.

18.8 If the FRAMEWORK NATION or SHAPE gives notice of its intent to withdraw from this MOU, in accordance with Section 18.2 above, this MOU will be terminated ~~12 months after~~ the initial notice to withdraw was provided.

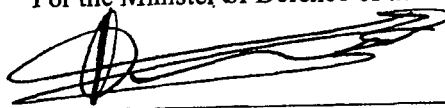
18.9 In the event of termination of or withdrawal from this MOU, the SIGNATORIES will ensure the provisions relating to the security, disclosure of CLASSIFIED INFORMATION, confidentiality, and financial issues and obligations will remain in effect.

18.10 This MOU may be terminated by unanimous consent of the SIGNATORIES at any time.

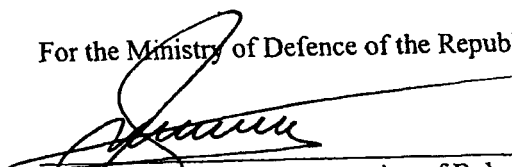
The foregoing represents the understandings reached between the SIGNATORIES upon the matters referred to therein.

THIS MOU WAS WRITTEN AND SIGNED IN THE ENGLISH LANGUAGE ONLY AND THE ENGLISH VERSION IS AUTHORITATIVE. THE ORIGINAL WILL BE DEPOSITED WITH ALLIED COMMAND OPERATIONS, WHICH WILL TRANSMIT A CERTIFIED COPY TO THE SIGNATORIES AND THE NSCC.

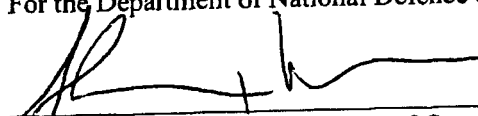
For the Minister of Defence of the Kingdom of Belgium


 _____ DATE 05 Oct 09
 National Military Representative of Belgium

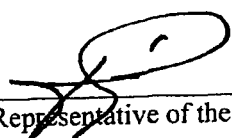
For the Ministry of Defence of the Republic of Bulgaria


 _____ DATE 07 Oct 09
 National Military Representative of Bulgaria


For the Department of National Defence of Canada


 _____ DATE 28 Oct 09
 National Military Representative of Canada


For the Ministry of Defence of the Czech Republic


 _____ DATE 2.10.09
 National Military Representative of the Czech Republic

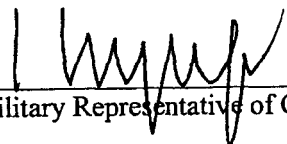
For the Ministry of Defence of the Kingdom of Denmark

 DATE 27/11-2009
National Military Representative of the Kingdom of Denmark

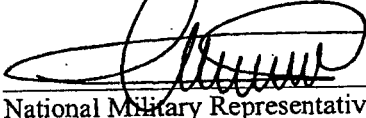
For the Minister of Defence of the French Republic

 DATE 03/11/2009
National Military Representative of France

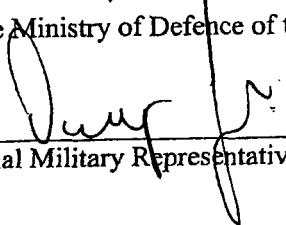
For the Federal Ministry of Defence of the Federal Republic of Germany

 DATE 05/11
National Military Representative of Germany

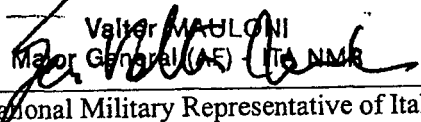
For the Ministry of National Defence of the Hellenic Republic

 MAJOR GENERAL
G. KAZAKOS
DATE 16/10/2009
National Military Representative of Greece
Signing Note: This MOU will enter into effect upon notification by the Gov
Hellenic Republic, communicated to all other Participants, that all the relevant
have been completed.

For the Ministry of Defence of the Republic of Hungary

 DATE 08/10/2009
National Military Representative of Hungary

For the Ministry of Defence of the Italian Republic

 Valerio MAHLONI
Major General (AF) - ITA NMR DATE 19 OCT 2009
National Military Representative of Italy

Signing Note: This MOU shall enter into force upon the date of notification (by verbal note) by which Italy shall inform the other Parties that the procedures, prescribed by ratification, have been completed.

DES. FUSO...

For the Ministry of Defence of the Republic of Latvia

National Military Representative of Latvia DATE _____

For the Ministry of National Defence of the Republic of Lithuania

National Military Representative of Lithuania DATE 10/14/09

For the Ministry of Defence of the Kingdom of the Netherlands

National Military Representative of the Netherlands DATE 08 oct 09.

For the Ministry of Defence of the Kingdom of Norway

National Military Representative of Norway DATE 19/10-09

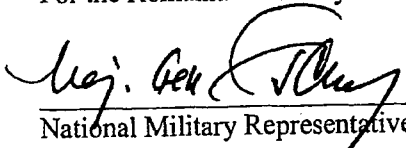
For the Minister of National Defence of the Republic of Poland

National Military Representative of Poland DATE 9.11.2009


For the Minister of Defence of the Portuguese Republic

National Military Representative of Portugal DATE 07 OCT 09

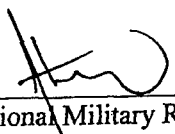
For the Romanian Ministry of National Defence

 DATE 07.10.2009
National Military Representative of Romania

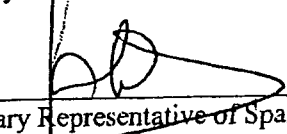
For the Ministry of Defence of the Slovak Republic

 DATE 14.11.2009
National Military Representative of Slovakia

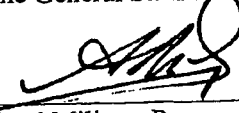
For the Ministry of Defence of the Republic of Slovenia

 DATE 22.10.2009
National Military Representative of the Republic of Slovenia

For the Ministry of Defence of the Kingdom of Spain

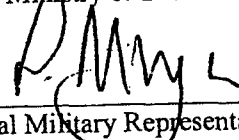
 DATE 07 OCT 09
National Military Representative of Spain

For the General Staff of the Republic of Turkey

 DATE 20 OCT 09
National Military Representative of Turkey

Signing Note: The provisions of this MOU, any amendments to it and provisions for future participation will come into effect following Turkey's notification that the ratification process has been concluded.

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

 DATE 6 Nov 09
National Military Representative of the United Kingdom

NO DES PL

For the Department of Defense of the United States of America

Paul G. Schaffer DATE 02 Oct 2009
PAUL G. SCHAFER, Major General
Headquarters, European Command
Director of Strategy, Policy, and Assessments

For the Supreme Headquarters Allied Europe (SHAPE)

Leonardo di Marco DATE 9 Oct 2009
Chief of Staff
Leonardo di MARCO
Major General, ITA A
DCOS SUPPORT

RESPONSIBILITIES OF THE FRAMEWORK NATION

- 1.1 Subject to the availability of funds for these purposes, the FRAMEWORK NATION will be responsible for the following items concerning coordination and facilitation of decisions concerning the NSCC.
- a. Providing funds for the permanent establishment of the NSCC. Establishment is defined as provision of a facility for a minimum of 150 staff members and reasonably sufficient associated infrastructure and equipment to perform their operational mission. Following this establishment, facility related operational costs, replacement capital equipment, including lease payments, will be the responsibility of the shared budget as determined by the SPRC.
 - b. Supporting the overall coordination, facilitation, and implementation of SACEUR decisions relating to the NSCC.
 - c. Facilitating implementation for the initial manning, funding and support of the NSCC until Section XII para 12.4 of this MOU takes effect.
 - d. Directing completion of administrative matters such as personnel management, supply, services, and other matters not included in the operational missions tasked by SACEUR.
 - e. Arranging, coordinating, and facilitating support required for the NSCC as reflected in the approved multinational budget of the NSCC on a reimbursable basis. The costs will be shared in accordance with Section XII of the MOU.
 - f. Arranging for financial controller services through an existing NATO HQs Financial Controller, or other satisfactory arrangement.
 - g. Providing the chairman and the secretary for the SPRC meetings.
 - h. Informing and seeking approval of the PARTICIPANTS of all actions / negotiations undertaken on their behalf with regard to the shared budget.
 - i. Providing funding for certain initial logistic and support personnel outside of those provided on the MOU manning document. The FRAMEWORK NATION will fund these personnel until the shared budget goes into effect, at which time the PARTICIPANTS (through the SPRC) will determine which logistic and support positions outside of those on the MOU manning document will be funded under the shared budget.

THE NSCC STRUCTURE AND MANNING PROCEDURES**Principles**

1.1 The NSCC manning levels will be continuously reviewed and adjusted based on an assessment of mission requirements and number of personnel made available by the PARTICIPANTS.

1.2 The SPRC will jointly approve all initial PARTICIPANT offers to supplement their post allocation or recommendations for new or changed job descriptions. At their first meeting, the SPRC will approve the initial set of NSCC job descriptions.

1.3 Personnel chosen to staff the NSCC will meet the requirements of the job descriptions.

1.4 All NSCC STAFF MEMBERS will be eligible for deployment and temporary duty in accordance with their job description, subject to national laws and regulations and with the approval of the relevant NMR or SNR on behalf of the PARTICIPANT.

Organisation

2.1 The NSCC organisation will be Multinational and Joint in accordance with NATO IMSM-0856-2006 and initially directed by an officer from the United States of America.

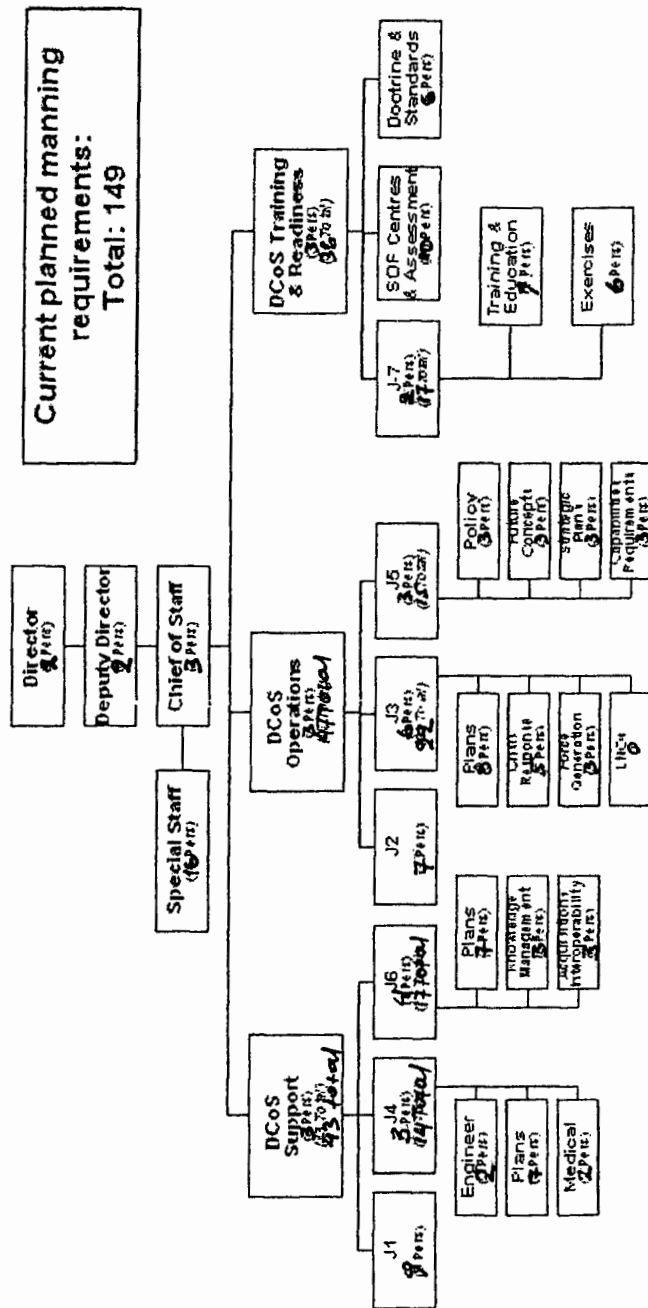
2.2 The initial organisation and manning level of the NSCC is provided below. The structure and manning levels are an initial estimate only and subject to change in accordance with the procedures described above.

2.3 Each individual post of the NSCC MOU Manning Table (Appendix 2 to Annex B) will be detailed by a Job Description (JD).

Appendix 1 (NSCC MOU Organisation & Manning Wire Diagram), Annex B
NSCC MOU

NSCC Memorandum Of Understanding (MOU) Organization & Manning Wire Diagram

(As of 8 May 2008 MOU Conference)



Appendix 2 (Manning Table), Annex B
NSCC MOU

#	Post Number	Duty Position	Grade	Nation	Remarks
Command Group					
Director's Office					
1	OSO GXX 0010	Director, NSCC	OF7/OF8	USA	
2	OSO GXX 0020	Senior Enlisted Leader	OR9	ITA	
Deputy Director's Office					
3	OSO GXD 0010	Deputy Director	OF6	GBR	
4	OSO GXD 0020	Coordination Officer	OF3/OF4	LTU	
COS					
5	OSO GXC 0010	Chief of Staff	OF5	USA	
6	OSO GXX 0030	Executive Officer	OF3/OF4	USA	
7	OSO GXX 0040	Command Executive Assistant	OF3	USA	
Special Staff					
8	OSO GXS 0010	LEGAD	OF4	NOR	
9	OSO GXS 0020	Public Affairs Officer	OF4	USA	
10	OSO GXS 0030	Assistant PA	OF3	USA	
11	OSO GXS 0040	Administrative NCOIC	OR8	GBR	
12	OSO GXS 0050	Administrative Assistant	OR6	USA	
13	OSO GXS 0160	Administrative Assistant	OR7	USA	
14	OSO GXS 0060	Budget and Procurement Section Head	OF4	USA	
15	OSO GXS 0070	Budget Formulation	OF2/OF3	USA	
16	OSO GXS 0080	Procurement Staff Officer	OF2/OF3	USA	
17	OSO GXS 0090	Acquisitions Assistant	OR7	USA	
18	OSO GXS 0100	Support Element Section Head	OF2	USA	
19	OSO GXS 0110	Support Element Supervisor	OR6/OR7	USA	
20	OSO GXS 0120	Support Element Supply Chief	OR6/OR8	USA	
21	OSO GXS 0130	Support Element Logistics Assistant	OR6/OR7	USA	
22	OSO GXS 0140	Security Manager	OF3	USA	
23	OSO GXS 0150	Security Manager NCOIC	OR7	FRA	

<i>DCoS Support</i>				
24	OSO GSX 0010	DCoS Support	OF5	DEU
25	OSO GSX 0020	Coordination Officer	OF2/OF3	
26	OSO GSX 0030	Executive Assistant	OR6	DEU
<i>J1 Human Resources</i>				
27	OSO HXX 0010	Director, Human Resources	OF5	USA
28	OSO HXX 0020	NCOIC, Human Resources	OR7	BEL
29	OSO HXX 0030	Administrative NCO	OR6	
30	OSO HXX 0040	Senior HR Programs & Readiness Planner	OF4	
31	OSO HXX 0050	Personnel Manpower Management Officer	OF3	USA
32	OSO HXX 0060	Personnel Plans Officer	OF3	USA
33	OSO HXX 0070	Human Resources NCO	OR6	GBR
34	OSO HXX 0080	Human Resources NCO	OR6	DEU
35	OSO HXX 0090	Human Resources Specialist	OR5	USA
<i>J4 Logistics</i>				
36	OSO LXX 0010	Director, Logistics	OF5	ITA
37	OSO LXX 0020	Deputy Director, Logistics	OF3/4	GBR
38	OSO LXX 0030	Administrative Assistant	OR6	ESP
<i>Engineer</i>				
39	OSO LEX 0010	Engineer Section Head	OF4	USA
40	OSO LEX 0020	Engineer Planner	OF3	USA
<i>Logistics Plans</i>				
41	OSO LPX 0010	Logistics Plans Branch Head	OF5	POL
42	OSO LPX 0020	Logistics Planner	OF4	GBR
43	OSO LPX 0030	Logistics Planner	OF3	USA
44	OSO LPX 0040	Logistics Planner	OF2/OF3	FRA
45	OSO LPX 0050	Logistics Planner	OF2/OF3	USA
46	OSO LPX 0060	Logistics Planner	OR5	GBR
47	OSO LPX 0070	Movements and Transportation Officer	OF2/OF3	USA
<i>Medical</i>				
48	OSO LMX 0010	Senior Medical Officer/Medical Advisor	OF3/OF4	USA
49	OSO LMX 0020	Medical Plans Officer	OF3	USA
<i>J6 Communications</i>				
50	OSO CXX 0010	Director, Communications	OF4/OF5	GBR

VER DES PUS 34/10/20

51	OSO CXX 0020	NCOIC, Communications	OR8	GBR	
52	OSO CXX 0030	Administrative Assistant	OR6	NOR	
53	OSO CXX 0040	Sr Comm Programs & Readiness Planner	OF4	USA	
<i>Communications Plans</i>					
54	OSO CPX 0010	Plans and Policy Branch Head	OF3/4	ESP	
55	OSO CPX 0020	Plans and Policy	OF3	USA	
56	OSO CPX 0030	Plans and Policy	OR7/OR8	DEU	
57	OSO CPX 0040	Network Engineer	OF3	ROU	
58	OSO CPX 0050	Information Security Technician	OF3	USA	
59	OSO CPX 0060	Information Systems Technician	OR7	CAN	
60	OSO CPX 0070	Frequency Manager	OR7	FRA	
<i>Knowledge Management</i>					
61	OSO CPN 0010	Knowledge Management Branch Head	OF3	USA	
62	OSO CPN 0020	Knowledge Management	OF3	USA	
63	OSO CPN 0030	Knowledge Management	OF3	USA	
<i>Acquisitions and Interoperability</i>					
64	OSO CMR 0010	Communication Acquisitions and Interoperability Branch Head	OF3	USA	
65	OSO CMR 0020	Communication Interoperability Technician	OF2/OF3	USA	
66	OSO CMR 0030	CIS Acquisitions and Requirements Officer	WO3	USA	(non-NATO Grade)
<i>DCoS Operations</i>					
67	OSO GOX 0010	DCoS Operations	OF5	NOR/FRA	(ROT)
68	OSO GOX 0020	Coordination Officer	OF2/OF3	DEU	
69	OSO GOX 0030	Executive Assistant	OR6	NLD	
<i>J2 - Intelligence</i>					
70	OSO IXX 0010	Director, Intelligence	OF4	GBR	
71	OSO IXX 0020	Intelligence Coordinator	OF3/OF4	USA	
72	OSO IXX 0030	Intelligence Coordinator	OF3/OF4	DEU	
73	OSO IXX 0040	Intelligence Coordinator	OF3/OF4	ESP	
74	OSO IXX 0050	Intelligence Coordinator	OF3/OF4	SVK	
75	OSO IXX 0060	Intelligence Coordinator	OF3	USA	
76	OSO IXX 0070	Intelligence Officer/NCO	OF3	POL	

<i>J3 Operations</i>					
77	OSO OXX 0010	Director, Operations	OF5	FRA/NOR	(ROT)
78	OSO OXX 0020	Deputy Director, Operations	OF4	USA	
79	OSO OXX 0030	Operations Warrant Officer	WO4/WO5	USA	(non-NATO Grade)
80	OSO OXX 0040	Operations Warrant Officer	OR8/9	GBR	
81	OSO OXX 0050	Administrative NCOIC	OR8	TUR	
82	OSO OXX 0060	Administrative Assistant	OR6	HUN	
<i>Operational Plans</i>					
83	OSO OCJ 0010	Operational Plans Branch Head	OF4	ESP	
84	OSO OCJ 0020	Senior Operational Planner	OF3/OF4	USA	
85	OSO OCJ 0030	Ground Operations Planner	OF2/OF3	FRA	
86	OSO OCJ 0040	Ground Operations Planner	OR9	USA	
87	OSO OCJ 0050	Air Operations Planner	OF3	USA	
88	OSO OCJ 0060	Air Operations Planner	OF2/OF3	TUR	
89	OSO OCJ 0070	Maritime Operations Planner	OF2/OF3	GRC	
90	OSO OCJ 0080	Maritime Operations Planner	OF2/OF3	ITA	
<i>Crisis Response</i>					
91	OSO OCX 0010	Crisis Response Branch Head	OF4	NLD	
92	OSO OCX 0020	Maritime Operations Planner	OF3	USA	
93	OSO OCX 0030	Ground Operations Planner	OF3	CZE	
94	OSO OCX 0040	Ground Operations Planner	OF3/OF4	USA	
95	OSO OCX 0050	Air Operations Planner	OF3/OF4	ITA	
<i>Force Generation</i>					
96	OSO OCG 0010	Force Generation Branch Head	OF4	NOR	
97	OSO OCG 0020	Operations Planner	OF3/OF4	ITA	
98	OSO OCG 0030	Force Generation NCO	OR9	POL	
<i>LNos</i>					
99	OSO OXL 0010	Liaison Officer	OF3/OF4		TBD
100	OSO OXL 0020	Liaison Officer	OF3/OF4		TBD
101	OSO OXL 0030	Liaison Officer	OF3/OF4		TBD
102	OSO OXL 0040	Liaison Officer	OF3/OF4		TBD
103	OSO OXL 0050	Liaison Officer	OF3/OF4		TBD

DES PUSCAG

104	OSO OXL 0060	Liaison Officer	OF3/OF4		TBD
J5 - Plans and Policy					
105	OSO PXX 0010	Director, Plans and Policy	OF5	ESP	
106	OSO PXX 0020	Deputy Director, Plans and Policy	OF4	USA	
107	OSO PXX 0030	Administrative Assistant	OR6	ITA	
Policy					
108	OSO PPX 0010	SOF Policy Branch Head	OF4	TUR	
108 A	OSO PPX 0015	SOF Policy Developer	OF4	DEU	
109	OSO PPX 0020	SOF Policy Developer	OF3	DNK	
Future Concepts					
110	OSO PFX 0010	Future Concepts Branch Head	OF4	CZE/FRA	CZE until 2011 then FRA
111	OSO PFX 0020	Future Concept Planner	OF4	CAN	
112	OSO PFX 0030	Future Concept Planner	OF3	CZE	
Strategy Plans					
113	OSO PLX 0010	SOF Strategy Branch Head	OF4	USA	
114	OSO PLX 0020	SOF Strategy Developer	OF4	ESP	
115	OSO PLX 0030	SOF Strategy Developer	OF3/OF4	GBR	
Capability and Requirements					
116	OSO PCX 0010	Capability and Requirements Branch Head	OF4	NLD	
117	OSO PCX 0020	SOF Planner	OF3/OF4	POL	
118	OSO PCX 0030	SOF Planner	OF3/OF4	ITA	

DCoS Training and Readiness					
119	OSO GTX 0010	DCoS Training and Readiness	OF5	ITA	
120	OSO GTX 0020	Coordination Officer	OF2/OF3	ITA	
122	OSO GTX 0040	Administrative NCOIC	OR8	FRA	
J-7					
119a	OSO GTA 0010	Director, Training, Education & Exercises	OF4	USA	
121	OSO GTX 0030	Administrative NCOIC	OR6	GRC	
Training and Education					
129	OSO GTT 0010	Training and Education Branch Head	OF4	DEU	
130	OSO GTT 0020	Training and Education Branch Deputy	OF4	ESP	
131	OSO GTT 0030	Training Planner & Instructor (Ground)	OF3/OF4	PRT	
132	OSO GTT 0040	Training Planner & Instructor (Air)	OF3	USA	
133	OSO GTT 0050	Training Planner & Instructor (Maritime)	OF3	DEU	
134	OSO GTT 0060	Training Planner & Instructor (Intelligence)	OF3	BUL	
135	OSO GTT 0070	Training Planner & Instructor	OF3	NOR	
136	OSO GTT 0080	Training Planner & Instructor	OR8	SVN	
137	OSO GTT 0090	Training Planner & Instructor	OR8	USA	
Exercises					
138	OSO GTE 0010	Exercises Branch Head	OF4	ROU	
139	OSO GTE 0020	Operations Planner	OF3	USA	
140	OSO GTE 0040	Operations Planner	OF3	LTU	
141	OSO GTE 0050	Operations Planner	OF3	USA	
142	OSO GTE 0060	Operations Planner	OF3	TUR	
143	OSO GTX 0050	Administrative Assistant	OR6	ESP	

SOF Centres, Assessment & Evaluations					
144	OSO GTS 0010	SOF Centres, Assessment and Evaluations Branch Head	OF4	USA	
145	OSO GTS 0020	Deputy Branch Head	OF3/OF4	ESP	ESP until Jul 2010 then HUN
146	OSO GTS 0030	SOF Centre Coordinator	OF3/OF4	USA	
147	OSO GTD 0020	Admin Assistant	OR7	NLD	
148	OSO GTD 0050	SOF Training Development Coordinator	OF4	GBR	Air
149	OSO GTD 0060	SOF Training Development Coordinator	OF3/4	BEL	
150	OSO GTD 0070	SOF Training Development Coordinator	OF2OF/3	LAT	
151	OSO GTE 0030	SOF Medical Training Development Coordinator	OF4	USA	
152	OSO GTE 0070	SOF Training Development Coordinator	OR8	ITA	
153	OSO GTE 0080	SOF Training Development Coordinator	OR7	CZE*	*Effective 2011
Doctrine and Standards					
123	OSO GTD 0010	Doctrine and Standards Branch Head	OF4	GRC	
124	OSO GTD 0030	Doctrine Developer	OF4	USA	
125	OSO GTD 0040	Doctrine Developer	OF4	POL	
126	OSO GTD 0080	Standards Developer	OF3	FRA	
127	OSO GTD 0090	Standards Developer	OR7/OR8	USA	
128	OSO GTD 0100	Standards Developer	OF3	USA	

**TERMS OF REFERENCE FOR THE NSCC SENIOR POLICY AND RESOURCE
COMMITTEE**

Definitions and Reference

1.1 The SENIOR POLICY AND RESOURCE COMMITTEE (SPRC) is the committee responsible for considering and making decisions on policy and resource issues arising from that part of the NSCC budget which will be shared between the PARTICIPANTS and for the resolution of issues arising from the administration of that part of the NSCC budget. The SPRC will also be responsible for changes to NSCC manning in accordance with Annex B.

1.2 A subordinate technical committee (e.g., Financial Committee) is any committee or working group established by the SPRC. Subordinate technical committees will provide the SPRC recommendations that will take the form of decisions when approved by the SPRC in accordance with paragraph. 2.5 below.

1.3 The SPRC and its subordinate technical committees will use the English language in all the documents and communications.

Constitution

2.1 Each SIGNATORY will nominate a representative to the SPRC and to any subordinate technical committee the SPRC may establish.

2.2 Each SIGNATORY may be advised by its own experts, who may participate in any discussions at SPRC or subordinate technical committee meetings.

2.3 The Chairman and the Secretary of the SPRC will be provided by the FRAMEWORK NATION. Chairman and the Secretary will not have a vote at the SPRC.

2.4 The DIRECTOR NSCC and/or his or her designee will attend the SPRC but will not have a vote.

2.5 The SPRC will determine its organisation and internal rules whilst abiding by the following general principles:

- a. The SPRC will meet at regular intervals, at least once per year, to enable it to carry out its responsibilities and as soon as possible in response to a specific request by any SIGNATORIES or by the NSCC.

- b. The SPRC's decisions will be unanimous. SHAPE will vote only on matters relating to organisational structure and job descriptions.

2.6 The Chairman, SPRC, has the responsibility to ensure that the planned agenda and supporting papers are sent to all SIGNATORIES at least 30 days prior to SPRC meetings.

Authority

3.1 The SPRC will be responsible for:

- a. Approving the yearly multinational funded budget and consider as a planning guidance the medium term financial plan. Budgets will be presented at least 30 days in advance with sufficient details to enable nations to clearly understand which budget activities are being funded and why. Nations will always have the right to request additional budget activity details.
- b. Considering and resolving issues arising from the administration of that budget.
- c. Approving any financial activities above any Established Financial Limits (EFLs) which the SPRC may set.
- d. Approving the annual financial statement.
- e. Authorizing audits conducted by the International Board of Auditors for NATO (IBAN) on the NSCC shared budget and its expenses.
- f. Deciding on any proposed changes to MOU Annexes B, E and F.
- g. Considering and negotiating with APPLICANT NATIONS the conditions of Notes of Joining and recommending their conclusion to the SIGNATORIES. Included in the negotiations will be an assessment of joining fees for APPLICANT NATIONS.
- h. Approving the initial set of NSCC JDs at its first meeting.

3.2 As the SPRC is not a permanent standing body, no decision will ~~be taken by~~ silence procedures.

TERMS OF REFERENCE FOR THE DIRECTOR NSCC

1.1 The DIRECTOR NSCC is responsible for ensuring that SACEUR and subordinate commanders of ACO are provided with timely, effective advice on the planning, manning and conduct of Special Operations.

1.2 The DIRECTOR NSCC reports to SACEUR on operational matters and to SPRC on financial, funding and other SPRC-related issues.

1.3 The DIRECTOR NSCC duties are:

- a. Directs all aspects of NATO Special Operations Forces support including policy, force generation, inter-operability and training of alliance Special Operations Forces.
- b. Coordinates with SHAPE and Alliance nation National Headquarters in the development of NATO Special Operations Forces policy and procedures.
- c. Interacts with HQ SACT, after previous coordination with SHAPE, on transformation (doctrine, lessons learned, etc.) matters related to NATO SOF.
- d. Directs and supervises activities of all elements of the NSCC.
- e. Performs other related duties, as directed.

1.4 The DIRECTOR NSCC briefs on policy, budget and operational activities undertaken by the NSCC and will brief future budget and operational activities to the SPRC.

Sample Note of Joining:

NOTE OF JOINING

TO PARTICIPATE IN THE MEMORANDUM OF UNDERSTANDING BETWEEN

(LIST OF SIGNATORIES)

CONCERNING THE ESTABLISHMENT, ORGANISATION, ADMINISTRATION,

SECURITY, FUNDING, AND MANNING

OF

THE NATO SPECIAL OPERATIONS COORDINATION CENTRE (NSCC)

The Secretary/Minister/Ministry of Defence/ General Staff of _____

Having decided to participate in the organisation, administration, security, funding and manning of the NATO Special Operations Coordination Centre (NSCC),

ELECTS TO PARTICIPATE AS A PARTICIPANT IN, AND TO ABIDE BY, THE UNDERSTANDING ARRANGED IN:

The "Memorandum of Understanding" between the (SIGNATORIES) concerning the establishment, organisation, administration, security, funding, and manning of NATO Special Operations Coordination Centre, which entered into effect on the day of

Signed in one original; in the English language.

For the Secretary/Minister/Ministry of Defence/General Staff of.....
..... (All Participants)

Date:

For the Secretary/Minister/Ministry of Defence of /General Staff
of..... (Joining Participant)

Date:

Annex F
NSCC MOU

<u>Abbreviation</u>	<u>Meaning</u>
AACP-1	Allied Acquisition Practices Publication Number 1
AAP-6	Allied Administrative Publications Number 6, NATO Glossary of Terms and Definitions
AC/35-D/2001	NATO Security Committee Directive on Physical Security
ACCI	Allied Command Counter Intelligence
ACO	Allied Command Operations
AD 45-1	ACO Directive 45-1, Personnel Management and Administration
AD 65-3	ACO Directive 65-3, Counterintelligence Policy in ACO
C-M (2002) 49	Security within the North Atlantic Treaty Organisation
CFF	Call for Funds
CJTF	Combined Joint Task Forces
EFL	Established Financial Limits
IBAN	International Board of Auditors for NATO
IMHQ	International Military Headquarters
MC 128/5	Military Committee document 128/5, Policy Guidance for NATO Intelligence
MC 167	Military Committee document 167, Release of NATO Classified and Unclassified Military Information to Non-NATO Nations and Organisations
MC 317	Military Committee document 317, The NATO Force Structure
MC 534	Military Committee document 534, Intelligence Fusion Centre Concept
MOU	Memorandum of Understanding
NAC	North Atlantic Council
NATO	North Atlantic Treaty Organisation
NGO	Non-governmental Organisation
NRF	NATO Response Force
NSCC	NATO Special Operations Coordination Centre
Paris Protocol	Protocol on the Status of International Military Headquarters
PO(2005)98	Revised Funding Policy for Non-Article 5 NATO-Led Operations
SACEUR	Supreme Allied Commander Europe
SHAPE	Supreme Headquarters, Allied Powers Europe
SOCEUR	Special Operations Command, Europe
SOF	Special Operations Forces
SOFA	Status of Forces Agreement
SNR	Senior National Representative
SPRC	Senior Policy and Resource Committee
USEUCOM	United States European Command

INTERPRETIVE DECLARATION
ON
THE MEMORANDUM OF UNDERSTANDING (MOU)
CONCERNING
THE ESTABLISHMENT, ORGANISATION, ADMINISTRATION, SECURITY,
FUNDING AND MANNING
OF
THE NATO SPECIAL OPERATIONS COORDINATION CENTRE (NSCC)

The Provisions of this Memorandum of Understanding are not aimed at questioning the denunciation of the Paris Protocol on the status of International Headquarters, dated 28th August 195, decided by France on 30th March 1966.

The NATO Strategic commands and their subordinate commands are not entitled to use their legal capacity on behalf of France. Thus, international commitments taken by the Strategic Commands do not legally bind the French Republic, unless provided otherwise by this party.

NATO UNCLASSIFIED

**TURKISH NATIONAL MILITARY REPRESENTATIVE
S.H.A.P.E. - B-7010
Tel.: (065) 44 3982**

SUBJECT : MEMORANDUM OF UNDERSTANDING (MOU) CONCERNING THE ESTABLISHMENT, ORGANISATION, ADMINISTRATION, SECURITY, FUNDING AND MANNING OF THE NATO SPECIAL OPERATIONS COORDINATION CENTRE.

DATE : 20 October 2009

Chief of Turkish General Staff approves subject document with following reservation.

This Memorandum of Understanding (MOU) shall enter into force on the date of the last notification by the Parties, in writing and through diplomatic channels, of completion of respective internal procedures to that effect.

ADDENDUM
to the Memorandum of Understanding
Concerning
THE ESTABLISHMENT, ORGANISATION, ADMINISTRATION, SECURITY, FUNDING,
AND MANNING OF THE
NATO SPECIAL OPERATIONS COORDINATION CENTRE (NSCC)

The Supreme Headquarters Allied Powers Europe,

Having noted that the North Atlantic Council (NAC) on 24 September 2009 approved by reference PO(2009)0135-AS1 the reorganization of the NSCC as the NATO Special Operations Headquarters (NSHQ) at SHAPE and for what affects the present Memorandum of Understanding highlights in accordance with said NAC decision that

manning of the NSHQ will be based on that of the NSCC. Participating nations will continue to man the NSHQ as an MOU organization;

participating nations will continue to fund the NSHQ as a multinational organization in accordance with the NSCC MOU;

NSHQ remains a NATO Military Body with international status pursuant to C-M(69)22, dated 19 May 1969;

NSHQ will continue to be directly subordinate to SACEUR for special operations matters and collocated with SHAPE as an MOU organization sponsored by the Framework Nation

adjustments to the NSCC's manning and costs of re-establishing the centre as an NSHQ will be organized by the Framework Nation in cooperation with participants.

For: [Signature]

Karl-Heinz Lather
General, DEU A
Chief of Staff

"Leonardo di MARCO"
Major General, ITA A
DCOS SUPPORT

DATE 9 Oct 2009

Μνημόνιο Κατανόησης (ΜΚ)
ΜΕΤΑΞΥ
ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΑΜΥΝΑΣ
ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ
ΚΑΙ
ΤΟΥ ΥΠΟΥΡΓΟΥ ΑΜΥΝΑΣ ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΟΥ ΒΕΛΓΙΟΥ
ΚΑΙ
ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΑΜΥΝΑΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ ΤΗΣ
ΒΟΥΛΓΑΡΙΑΣ
ΚΑΙ
ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΕΘΝΙΚΗΣ ΑΜΥΝΑΣ ΤΟΥ ΚΑΝΑΔΑ
ΚΑΙ
ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΑΜΥΝΑΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ ΤΗΣ ΤΣΕΧΙΑΣ
ΚΑΙ
ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΑΜΥΝΑΣ ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΔΑΝΙΑΣ
ΚΑΙ
ΤΟΥ ΥΠΟΥΡΓΟΥ ΑΜΥΝΑΣ ΤΗΣ ΓΑΛΛΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ
ΚΑΙ
ΤΟΥ ΟΜΟΣΠΟΝΔΙΑΚΟΥ ΥΠΟΥΡΓΕΙΟΥ ΑΜΥΝΑΣ ΤΗΣ
ΟΜΟΣΠΟΝΔΙΑΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ ΤΗΣ
ΓΕΡΜΑΝΙΑΣ
ΚΑΙ
ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΕΘΝΙΚΗΣ ΑΜΥΝΑΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ
ΔΗΜΟΚΡΑΤΙΑΣ
ΚΑΙ
ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΑΜΥΝΑΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ ΤΗΣ
ΟΥΓΓΑΡΙΑΣ
ΚΑΙ
ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΑΜΥΝΑΣ ΤΗΣ ΙΤΑΛΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

ΚΑΙ

ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΑΜΥΝΑΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ ΤΗΣ ΛΕΤΟΝΙΑΣ

ΚΑΙ

ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΕΘΝΙΚΗΣ ΑΜΥΝΑΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ ΤΗΣ

ΛΙΘΟΥΑΝΙΑΣ

ΚΑΙ

ΤΟΥ ΥΠΟΥΡΓΟΥ ΑΜΥΝΑΣ ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΟΛΛΑΝΔΙΑΣ

ΚΑΙ

ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΑΜΥΝΑΣ ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΝΟΡΒΗΓΙΑΣ

ΚΑΙ

ΤΟΥ ΥΠΟΥΡΓΟΥ ΕΘΝΙΚΗΣ ΑΜΥΝΑΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ ΤΗΣ

ΠΟΛΩΝΙΑΣ

ΚΑΙ

ΤΟΥ ΥΠΟΥΡΓΟΥ ΑΜΥΝΑΣ ΤΗΣ ΠΟΡΤΟΓΑΛΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

ΚΑΙ

ΤΟΥ ΡΟΥΜΑΝΙΚΟΥ ΥΠΟΥΡΓΕΙΟΥ ΕΘΝΙΚΗΣ ΑΜΥΝΑΣ

ΚΑΙ

ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΑΜΥΝΑΣ ΤΗΣ ΣΛΟΒΑΚΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

ΚΑΙ

ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΑΜΥΝΑΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ ΤΗΣ

ΣΛΟΒΕΝΙΑΣ

ΚΑΙ

ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΑΜΥΝΑΣ ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΙΣΠΑΝΙΑΣ

ΚΑΙ

ΤΟΥ ΓΕΝΙΚΟΥ ΕΠΙΤΕΛΕΙΟΥ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ ΤΗΣ ΤΟΥΡΚΙΑΣ

ΚΑΙ

ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΑΜΥΝΑΣ ΤΟΥ ΗΝΩΜΕΝΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ

ΜΕΓΑΛΗΣ ΒΡΕΤΑΝΙΑΣ

ΚΑΙ ΤΗΣ ΒΟΡΕΙΑΣ ΙΡΛΑΝΔΙΑΣ

ΚΑΙ

ΤΟΥ ΑΝΩΤΑΤΟΥ ΣΤΡΑΤΗΓΕΙΟΥ ΣΥΜΜΑΧΙΚΩΝ ΔΥΝΑΜΕΩΝ ΤΗΣ

ΕΥΡΩΠΗΣ (SHAPE)
ΣΧΕΤΙΚΑ ΜΕ
ΤΗΝ ΙΔΡΥΣΗ, ΟΡΓΑΝΩΣΗ, ΔΙΟΙΚΗΣΗ, ΑΣΦΑΛΕΙΑ,
ΧΡΗΜΑΤΟΔΟΤΗΣΗ ΚΑΙ ΕΠΑΝΔΡΩΣΗ ΤΟΥ ΣΥΝΤΟΝΙΣΤΙΚΟΥ
ΚΕΝΤΡΟΥ ΕΙΔΙΚΩΝ ΕΠΙΧΕΙΡΗΣΕΩΝ ΤΟΥ ΝΑΤΟ (NSCC)

ΠΕΡΙΕΧΟΜΕΝΑ

ΚΕΦΑΛΑΙΟ

ΘΕΜΑ

Εισαγωγή

Τμήμα Ι

Ορισμοί

Τμήμα ΙΙ

Αντικείμενο και Πεδίο Εφαρμογής

Τμήμα ΙΙΙ

Αποστολή και Διοικητικές Ρυθμίσεις

Τμήμα ΙV

Νομική και Κανονιστική Βάση

Τμήμα V

Αρμοδιότητες - Υποχρεώσεις

Τμήμα VI

Πειθαρχία και Εθνικά Καθήκοντα

Τμήμα VII

Επάνδρωση και Προσωπικό

Τμήμα VIII

Χορηγία - Κηδεμονία

Τμήμα IX

Εξοπλισμός, Υποδομές και
Αναπόσβεστη/Υπολειπόμενη Αξία

Τμήμα X

Υπηρεσίες Υποστήριξης

Τμήμα XI

Έξοδα

Τμήμα XII

Κοινή Χρηματοδότηση (Πολυεθνικός
Προϋπολογισμός)

Τμήμα XIII

Αξιώσεις

Τμήμα XIV

Οικονομικές Διαδικασίες

Τμήμα XV

Ασφάλεια και Προστασία των Δυνάμεων

Τμήμα XVI

Ανώτερη Επιτροπή Πολιτικής και Πόρων

Τμήμα XVII

Διαφορές

Τμήμα XVIII

Έναρξη Ισχύος, Ανάκληση, Διάρκεια,
Τροποποίηση, Συμμετοχή και Λήξη
Υπογραφές

A.	Ευθύνες του Έθνους-Πλαισίου
B.	Διαδικασίες Δομής και Επάνδρωσης του NSCC
Γ.	Ανώτερη Επιτροπή Πολιτικής και Πόρων (SPRC) - Όροι Αναφοράς
Δ.	Όροι Αναφοράς του ΔΙΕΥΘΥΝΤΗ του NSCC
Ε.	Υπόδειγμα Πράξης Προσχώρησης
ΣΤ.	Συντομογραφίες
Ζ.	Ερμηνευτική Δήλωση

ΕΙΣΑΓΩΓΗ

Ο Υπουργός Άμυνας του Βασιλείου του Βελγίου, το Υπουργείο Άμυνας της Δημοκρατίας της Βουλγαρίας, το Υπουργείο Εθνικής Άμυνας του Καναδά, το Υπουργείο Άμυνας της Δημοκρατίας της Τσεχίας, το Υπουργείο Άμυνας του Βασιλείου της Δανίας, ο Υπουργός Άμυνας της Γαλλικής Δημοκρατίας, το Ομοσπονδιακό Υπουργείο Άμυνας της Ομοσπονδιακής Δημοκρατίας της Γερμανίας, το Υπουργείο Εθνικής Άμυνας της Ελληνικής Δημοκρατίας, το Υπουργείο Άμυνας της Δημοκρατίας της Ουγγαρίας, το Υπουργείο Άμυνας της Ιταλικής Δημοκρατίας, το Υπουργείο Άμυνας της Δημοκρατίας της Λετονίας, το Υπουργείο Εθνικής Άμυνας της Δημοκρατίας της Λιθουανίας, ο Υπουργός Άμυνας του Βασιλείου της Ολλανδίας, το Υπουργείο Άμυνας του Βασιλείου της Νορβηγίας, ο Υπουργός Εθνικής Άμυνας της Δημοκρατίας της Πολωνίας, ο Υπουργός Άμυνας της Πορτογαλικής Δημοκρατίας, το Ρουμανικό Υπουργείο Εθνικής Άμυνας, το Υπουργείο Άμυνας της Δημοκρατίας της Σλοβακίας, το Υπουργείο Άμυνας της Δημοκρατίας της Σλοβενίας, το Υπουργείο Άμυνας του Βασιλείου της Ισπανίας, το Γενικό Επιτελείο της Δημοκρατίας της Τουρκίας, το Υπουργείο Άμυνας του Ηνωμένου Βασιλείου της Μεγάλης Βρετανίας και της Βόρειας Ιρλανδίας, το Υπουργείο Άμυνας των Ηνωμένων Πολιτειών της Αμερικής και το Ανώτατο Στρατηγείο Συμμαχικών Δυνάμεων της Ευρώπης, στο εξής αναφερόμενοι, από κοινού, ως «ΥΠΟΓΡΑΦΟΝΤΕΣ» -

ΛΑΜΒΑΝΟΝΤΑΣ ΥΠΟΨΗ ότι, στα πλαίσια της προώθησης του Βορειοατλαντικού Συμφώνου, οι ΥΠΟΓΡΑΦΟΝΤΕΣ επιθυμούν να ενώσουν τις προσπάθειές τους για συλλογική άμυνα, σε μια ακόμα στενότερη συνεργασία,

ΕΧΟΝΤΑΣ ΥΠΟΨΗ τις διατάξεις της Συμφωνίας μεταξύ των Συμβαλλόμενων Μερών του Βορειοατλαντικού Συμφώνου σχετικά με το Καθεστώς των Δυνάμεών τους (του NATO SOFA), η οποία υπεγράφη στο Λονδίνο, στις 19 Ιουνίου 1951 και του Πρωτοκόλλου σχετικά με το

Καθεστώς του Διεθνούς Στρατιωτικού Αρχηγείου που έχει συσταθεί σύμφωνα με το Βορειοατλαντικό Σύμφωνο, το οποίο υπεγράφη στο Παρίσι, στις 28 Αυγούστου 1952 (Πρωτόκολλο του Παρισιού),

ΕΧΟΝΤΑΣ ΥΠΟΨΗ τις διατάξεις της Συμφωνίας μεταξύ του Ανώτατου Στρατηγείου Συμμαχικών Δυνάμεων της Ευρώπης (SHAPE) και του Βασιλείου του Βελγίου, για τους Ειδικούς Όρους που Ισχύουν ως προς τη Σύσταση και τη Λειτουργία του Αρχηγείου αυτού στο Έδαφος του Βασιλείου του Βελγίου, η οποία υπεγράφη στις Βρυξέλλες, στις 12 Μαΐου 1967 (Συμφωνία SHAPE-Βελγίου),

ΛΑΜΒΑΝΟΝΤΑΣ ΥΠΟΨΗ ότι στη Ρίγα, στις 29 Νοεμβρίου 2006, οι Αρχηγοί Κρατών και Κυβερνήσεων της Συμμαχίας του NATO συμφώνησαν στην έναρξη μιας πρωτοβουλίας μετασχηματισμού των δυνάμεων ειδικών επιχειρήσεων, αποσκοπώντας στην αύξηση της ικανότητάς τους να εκπαιδεύουν και να επιχειρούν από κοινού, συμπεριλαμβανόμενης, μεταξύ άλλων, της βελτίωσης των δυνατοτήτων εξοπλισμού,

ΣΗΜΕΙΩΝΟΝΤΑΣ ότι η NATO MCM-143-2006 «Ενημέρωση για την Πρωτοβουλία Μετασχηματισμού (NSTI) των Δυνάμεων Ειδικών Επιχειρήσεων του NATO (SOF)», της 15ης Σεπτεμβρίου 2006, ενέκρινε τη βασική ιδέα του NSTI, αλλά, μέσω επακόλουθων αναφορών, ζήτησε από το SHAPE να δώσει περισσότερα στοιχεία σχετικά με το Συντονιστικό Κέντρο Ειδικών Επιχειρήσεων του NATO (NSCC),

ΣΗΜΕΙΩΝΟΝΤΑΣ ότι η NATO MCM-0190-2006 «Ενημέρωση για την Πρωτοβουλία Μετασχηματισμού (NSTI) των Δυνάμεων Ειδικών Επιχειρήσεων του NATO (SOF)» εγκρίθηκε από τη Στρατιωτική Επιτροπή και περαιτέρω ανέλυσε λεπτομερώς την αξία, το ρόλο και τις αρμοδιότητες του NSCC,

ΕΠΙΣΗΜΑΙΝΟΝΤΑΣ ότι, μέσω της NATO IMSM-0856-2006, «Εφαρμογή της Πρωτοβουλίας Μετασχηματισμού (NSTI) των Δυνάμεων Ειδικών Επιχειρήσεων του NATO (SOF)» της 12ης Δεκεμβρίου 2006, η

Διεθνής Στρατιωτική Επιτροπή του NATO (IMS), προσυπέγραψε το NSTI και ανέθεσε στο SHAPE να κινήσει την υλοποίηση των τριών συστατικών στοιχείων του NSTI,

ΣΗΜΕΙΩΝΟΝΤΑΣ ότι η NATO MCM-0069-2008 «Ενημέρωση για την Πρωτοβουλία Μετασχηματισμού των Δυνάμεων Ειδικών Επιχειρήσεων του NATO (SOF)» εγκρίθηκε από τη Στρατιωτική Επιτροπή, επιβεβαίωσε περαιτέρω την τοποθεσία του NSCC στο SHAPE και, κατά συνέπεια, τη μείωση του προσωπικού ειρηνικής περιόδου (PE) του Γραφείου Ειδικών Επιχειρήσεων του SHAPE (SSOO) και περαιτέρω ενημερώνει το Βορειοατλαντικό Συμβούλιο σχετικά με τη θέση του «Διευθυντή Ειδικών Επιχειρήσεων» στο Ειδικό Προσωπικό του SHAPE, στον Ανώτατο Συμμαχικό Διοικητή Ευρώπης (SACEUR).

ΣΗΜΕΙΩΝΟΝΤΑΣ ότι στις 22 Δεκεμβρίου 2006, ο SACEUR όρισε το Διοικητή της Διοίκησης Ειδικών Επιχειρήσεων της Ευρωπαϊκής Διοίκησης των Ηνωμένων Πολιτειών (COMSOCEUR) ως πρώτο ΔΙΕΥΘΥΝΤΗ του NSCC και του ανέθεσε να κινήσει την υλοποίηση του NSCC, με τις Ηνωμένες Πολιτείες της Αμερικής ως ΕΘΝΟΣ-ΠΛΑΙΣΙΟ,

ΣΗΜΕΙΩΝΟΝΤΑΣ την εκπόνηση της Τεχνικής Συμφωνίας μεταξύ του SHAPE και του Υπουργείου Άμυνας των Ηνωμένων Πολιτειών σχετικά με τη διοίκηση και τον έλεγχο του NSCC από το NATO,

ΣΗΜΕΙΩΝΟΝΤΑΣ ότι οι Ηνωμένες Πολιτείες της Αμερικής, ως ΕΘΝΟΣ-ΠΛΑΙΣΙΟ, θα παράσχουν τις αρχικές εγκαταστάσεις και τον εξοπλισμό για τη σύσταση του NSCC,

ΣΗΜΕΙΩΝΟΝΤΑΣ ότι το NSCC είναι ένα συντονιστικό και συμβουλευτικό κέντρο, χωρίς διοικητικές λειτουργίες,

ΣΗΜΕΙΩΝΟΝΤΑΣ ότι οι μελλοντικές αξιολογήσεις, εκ μέρους του Βορειοατλαντικού Συμφώνου, του Προσωπικού Ειρηνικής Περιόδου της Δομής Διοίκησης του NATO (NCS) μπορεί να θεωρήσουν το NSCC ως επιλέξιμο να καταστεί Από Κοινού Χρηματοδοτούμενο Διεθνές Στρατιωτικό Αρχηγείο του NATO,

ΣΗΜΕΙΩΝΟΝΤΑΣ ότι η επίσημη γλώσσα του NSCC είναι η αγγλική;
 ΕΠΙΘΥΜΩΝΤΑΣ να υλοποιήσουν όσες ρυθμίσεις πολυεθνικής
 οργάνωσης, διοίκησης, επάνδρωσης, ασφάλειας και χρηματοδότησης είναι
 αναγκαίες για τη σύσταση του NSCC ως στρατιωτικού σώματος του
 NATO, με καθεστώς διεθνούς Στρατιωτικού Αρχηγείου (IMHQ),

ΛΑΜΒΑΝΟΝΤΑΣ ΥΠΟΨΗ την CM (2002) 49 (Ασφάλεια στο πλαίσιο
 του Βορειοατλαντικού Συμφώνου) (NATO), με ημερομηνία 17 Ιουνίου
 2002.

ΣΗΜΕΙΩΝΟΝΤΑΣ ότι το παρόν Μνημόνιο Κατανόησης έχει γίνει
 αποδεκτό με την προϋπόθεση ότι το NSCC θα εδρεύει στο SHAPE, στο
 Mons του Βελγίου,

ΣΗΜΕΙΩΝΟΝΤΑΣ ότι τα μη Νατοϊκά έθνη, οι διεθνείς οργανισμοί ή οι μη
 κυβερνητικές οργανώσεις (ΜΚΟ) μπορούν να συμμετάσχουν στο NSCC,
 αν προταθούν (υπό καθεστώς χορηγίας – κηδεμονίας) από οποιονδήποτε
 ΣΥΜΜΕΤΕΧΟΝΤΑ, στο πλαίσιο που εγκρίθηκε από το Βορειοατλαντικό
 Σύμφωνο για μη Νατοϊκά έθνη ή διεθνείς οργανισμούς ή μη κυβερνητικούς
 οργανισμούς που συμμετέχουν σε δραστηριότητες του NATO και / ή σε
 Νατοϊκές επιχειρήσεις, σύμφωνα με το ΡΟ (98) 83 και το MC 0567,

Οι ΥΠΟΓΡΑΦΟΝΤΕΣ έχουν, ΕΠΙΟΜΕΝΩΣ, καταλήξει στην ακόλουθη
 συμφωνία:

Τμήμα Ι

Ορισμοί

Εκτός από την περίπτωση που μια έννοια καθορίζεται στο παρόν ΜΚ, καθώς και σε οποιοδήποτε μεταγενέστερο έγγραφο, θα ισχύουν το Γλωσσάριο Όρων και Ορισμών του ΝΑΤΟ (ΑΑΡ-6) και το Γλωσσάριο Συντμήσεων του ΝΑΤΟ που χρησιμοποιούνται στα Έγγραφα και τις Δημοσιεύσεις του ΝΑΤΟ (ΑΑΡ-15). Επιπλέον των τυχόν όρων που ορίζονται σε άλλες διατάξεις του παρόντος ΜΚ, οι όροι που ορίζονται στη συνέχεια θα έχουν τις δηλωθείσες έννοιες, όταν χρησιμοποιούνται στο παρόν και σε οποιαδήποτε μεταγενέστερα έγγραφα:

1.1 Ο όρος ΑΙΤΟΥΝ ΕΘΝΟΣ σημαίνει ένα έθνος του ΝΑΤΟ το οποίο ζητά να ενταχθεί στο παρόν ΜΚ.

1.2 Ο όρος ΔΙΑΒΑΘΜΙΣΜΕΝΕΣ ΠΛΗΡΟΦΟΡΙΕΣ σημαίνει τις επίσημες ΠΛΗΡΟΦΟΡΙΕΣ που χρήζουν προστασίας για το συμφέρον του ΝΑΤΟ και / ή της εθνικής ασφάλειας ενός ΣΥΜΜΕΤΕΧΟΝΤΟΣ και χαρακτηρίζονται ως τέτοιες με χρήση των σημάνσεων διαβάθμισης ασφάλειας.

1.3 Ο όρος COMSOCEUR σημαίνει το Διοικητή της Διοίκησης Ειδικών Επιχειρήσεων των Ηνωμένων Πολιτειών στην Ευρώπη.

1.4 Ο όρος ΕΞΑΡΤΩΜΕΝΑ ΑΤΟΜΑ σημαίνει τα άτομα που ορίζονται στο Άρθρο Ι, παράγραφος 1 (γ) του ΝΑΤΟ SOFA και σε οποιαδήποτε συμφωνία συμπληρώνει ή εφαρμόζει το Πρωτόκολλο των Παρισίων.

1.5 Ο όρος ΕΘΝΟΣ-ΠΛΑΙΣΙΟ σημαίνει το ΣΥΜΜΕΤΕΧΟΝΤΑ ο οποίος είναι υπεύθυνος για τη διασφάλιση συγκεκριμένης υποστήριξης, όπως ορίζεται στο παρόν ΜΚ.

1.6 Ο όρος ΕΘΝΟΣ ΦΙΛΟΞΕΝΙΑΣ σημαίνει το ΣΥΜΜΕΤΕΧΟΝΤΑ στην επικράτεια του οποίου εδρεύει το NSCC.

1.7 Ο όρος ΠΛΗΡΟΦΟΡΙΕΣ σημαίνει οποιεσδήποτε επικοινωνίες, λήψη γνώσεων ή πληροφοριών, ασχέτως της μορφής ή του τύπου τους, συμπεριλαμβανόμενων και αυτών που είναι επιστημονικού ή τεχνικού χαρακτήρα, καθώς επίσης και των φωτογραφιών, των ενδιάμεσων και των