**MEMORANDUM OF UNDERSTANDING**

**AMONG**

**THE MINISTRY OF DEFENCE OF THE REPUBLIC OF LATVIA,**

**The Ministry of Defence of the Republic of Estonia,**

**The Federal Ministry of Defence of the Federal Republic of Germany,**

**The Ministry of Defence of the Italian Republic,**

**The Ministry of National Defence of the Republic of Lithuania,**

**The Ministry of National Defence of the Republic of Poland**

**and**

**The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland**

**CONCERNING**

**THE ESTABLISHMENT, ADMINISTRATION AND OPERATION OF**

**THE NATO STRATEGIC COMMUNICATIONS CENTRE OF EXCELLENCE**



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**INTRODUCTION**

The Ministry of Defence of the Republic of Latvia, Framework Nation, the Ministry of Defence of the Republic of Estonia, the Federal Ministry of Defence of the Federal Republic of Germany, the Ministry of Defence of the Italian Republic, the Ministry of National Defence of the Republic of Lithuania, the Ministry of National Defence of the Republic of Poland and the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland,

hereinafter referred to as the "Participants" –

DESIRING to further enhance their co-operation in the framework of the North Atlantic Treaty, signed on 4 April 1949;

CONSIDERING that in accordance with MC 324/3 (Final), "The NATO Military Command Structure (NCS)", dated 16 February 2010, and MCM-236-03 "MC Concept for Centres of Excellence", dated 4 December 2003, the North Atlantic Treaty Organization (NATO) Command Arrangements (NCA) are to be supported by a network of Centres of Excellence (COE) which provide opportunities to enhance education and training, to improve interoperability and capabilities, to assist in doctrine development and to test and validate concepts through experimentation;

CONSIDERING that the Supreme Allied Commander Transformation (SACT), in accordance with MC 58/3 "Terms of Reference for the Supreme Allied Commander Transformation", dated 17 May 2004, has the overall responsibility for the co-ordination and employment of COE within NATO;

NOTING the letter by the Chief of Defence of the Republic of Latvia to SACT, dated 20 February 2013, offering the initiative to create a NATO Strategic Communications Centre of Excellence (the NATO StratCom COE);

NOTING further the response letter by SACT, dated 26 April 2013, by which SACT acknowledges the offer to establish a NATO StratCom COE and its Concept to provide a vital contribution in strengthening NATO’s capability in the field of strategic communications;

NOTING the Concept for the NATO StratComCOE, which provides for a value-added contribution to the transformation efforts of NATO in the field of strategic communications;

RECOGNISING their intent to enter into the Memorandum of Understanding (MOU) concerning the Functional Relationship regarding the NATO StratCom COE with Headquarters Supreme Allied Commander Transformation (HQ SACT) (referred to as “NATO StratCom COE Functional MOU”);

CONSIDERING that, as detailed in MCM-236-03, COE should provide tangible improvement to NATO capabilities and therefore be relevant to NATO’s transformational efforts;

HAVING REGARD to the provisions of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), dated 19 June 1951, the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (Paris Protocol), dated 28 August 1952, the Agreement among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the Status of their Forces (PfP SOFA), dated 19 June 1995, the Additional Protocol to the Agreement among the States Parties to the North Atlantic Treaty and the Other States Participating in the Partnership for Peace regarding the Status of their Forces (Additional Protocol to the PfP SOFA), dated 19 June 1995, and including the Further Additional Protocol to the Agreement among the States Parties to the North Atlantic Treaty and the Other States participating in the Partnership for Peace regarding the Status of their Forces (Further Additional Protocol to the PfP SOFA), dated 19 December 1997;

NOTING that not all Participants are Parties to the Additional Protocol and the Further Additional Protocol to the PfP SOFA;

CONSIDERING with MCM-236-03, that, upon approval by the Military Committee (MC) and endorsement by the North Atlantic Council (NAC) a COE has to be NATO accredited;

CONSIDERING further, with MCM-236-03, that, upon accreditation, the NAC can grant a COE the status of a NATO Organisation under Paris Protocol;

NOTING that the Republic of Latvia as the Framework Nation, acting on behalf of the other Participants and in coordination with HQ SACT, will submit a request to the NAC for the activation of the NATO StratCom COE as a NATO Military Body, in compliance with CM(69)22, and thus for it to be granted international status under Paris Protocol, article 14

and

DESIRING to establish the NATO StratCom COE for the facilitation and transformation in the field of strategic communications within overall NATO transformation efforts – have reached the following understanding:

**SECTION 1**

**DEFINITIONS**

1.1. Unless another meaning is specified within this MOU and its follow-on documents, the "NATO Glossary of Terms and Definitions" (AAP-6) and the "NATO Glossary of abbreviations used in NATO documents and publications" (AAP-15) will apply.

1.2. The following definitions apply for the purpose of this MOU and its follow-on documents:

1. Allied Command Operations (ACO) - as outlined in MC 324/3 (Final), dated 30 January 2013, the Command composed of Supreme Headquarters Allied Powers Europe (SHAPE) and the other organisations subordinate to SACEUR.
2. Allied Command Transformation (ACT) - as outlined in MC 324/3 (Final), dated 30 January 2013, the Command composed of HQ SACT and the other organisations subordinate to SACT.
3. Background Information - information not generated in the implementation of this MOU.
4. Centre of Excellence (COE) - as defined in MCM-236-03, a NAC-accredited nationally or multi-nationally sponsored centre supporting NATO.
5. COE Network – the Network of all COE supporting the NCA coordinated by HQ SACT.
6. Director– the person directing the NATO StratCom COE.
7. Financial and administrative procedures (FAP) – the procedures, based on NATO Financial Regulations, used to regulate all financial transactions for the NATO StratCom COE.
8. Foreground Information – information generated in the implementation of this MOU.
9. Framework Nation (FN) – The Republic of Latvia represented by its Ministry of Defence as the Participant hosting the COE.
10. Headquarters, Supreme Allied Commander Transformation (HQ SACT) – as defined in MC 324/3 (Final), the Supreme Headquarters of SACT, which interacts with the NATO StratCom COE for NATO, and serves as the coordinator for the COE network and for the interaction with all NATO entities.
11. International military organisation (IMO) - as outlined in CM(69)22 and for the purpose of this MOU, a military organisation which is not a Headquarters, is composed of personnel from more than one NATO member country, has true international missions and is established pursuant to the North Atlantic Treaty by NATO member States.
12. Information – any information, 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 representations, 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.
13. NATO Military Committee (MC) – as outlined in the MC 57/4(Final), the senior military authority in NATO.
14. North Atlantic Council (NAC) - the Council established pursuant to Article 9 of the North Atlantic Treaty.
15. NATO Command Arrangements (NCA) - the arrangements and entities supporting the NCS, as defined in MC 324/3 (Final).
16. NATO Command Structure (NCS) - NATO's military organisation, as defined in MC 324/3 (Final).
17. NATO Military Body (NMB) – as outlined in CM(69)22, an international military Headquarters or organisation covered by the terms of Articles 1(b), 2(c) and 14 of the Paris Protocol.
18. NATO Strategic Communications Centre of Excellence (NATO StratCom COE) - the COE offered by the Participants as a NATO COE providing subject matter expertise in the field of strategic communications.
19. Partner – a Nation, organization, or entity which interacts with the NATO StratCom COE, and may be :
    1. Contributing Partner (CP) – any Nation, organization or entity, in accordance with NAC agreed decisions and procedures, which is not a Participant and provides a contribution to NATO StratCom COE.
    2. Other Partner (OP) – any Nation, organization or entity using the services and / or products provided by the NATO StratCom COE, other than Participants or CP.
20. Programme of Work (POW) – the document setting out the NATO StratCom COE activities for the course of a calendar year and including the long-term perspective of the NATO StratCom COE activities.
21. Request for Support (RFS) – a request from NATO, a Nation or any other entity requesting support from the NATO StratCom COE.
22. Steering Committee (SC) – the committee set up by the Participants as the main body for guidance, oversight and decisions on all matters concerning the administration, policies and operation of the NATO StratCom COE.
23. Supreme Allied Commander Europe (SACEUR) - as defined in MC 324/3 (Final), the Commander of ACO.
24. Supreme Allied Commander Transformation (SACT) - as defined in MC 324/3 (Final), the Commander of ACT.

**SECTION 2**

**PURPOSE**

The purpose of this MOU is to establish in the Republic of Latvia the NATO StratCom COE as an IMO pursuant to the North Atlantic Treaty, and establish provisions for its operation, funding, manning, equipment, and infrastructure, as well as for its administrative and logistical support.

**SECTION 3**

**ROLE AND RESPONSIBILITIES**

3.1. The role of the NATO StratCom COE is to serve as a strategic communications subject matter expertise hub in order to support NATO and Nations transformation and operational efforts through support and enhancing the development of the Alliance’s, Participants’, and Partners’ strategic communication capabilities.

3.2 The NATO StratCom COE mission, vision and core activity areas will be maintained in the NATO StratCom COE Concept external to this MOU.

3.3. The NATO StratCom COE will ensure the first priority of work to respond to requests made by HQ SACT on behalf of NATO entities. Within its capacity, the NATO StratCom COE will also support its Participants and Partners in their efforts to enhance capability in the field of strategic communications. However, the NATO StratCom COE support will remain subject to the approval and allocation of resources by the SC.

**SECTION 4**

**ORGANISATION AND RELATIONSHIPS**

4.1. Within the framework of this MOU, the SC is responsible for the direction, guidance and supervision of the NATO StratComCOE. It approves the POW and the operational budget, as well as supervises its execution. The terms of reference (TOR) of the SC are laid down in Annex B.

4.2. The SC consists of one voting representative from each Participant, who will be duly prepared and empowered by such Participant to take decisions on its behalf, within the framework of the SC’s TOR. In order to avoid conflict of interests, a member of the NATO StratCom COE cannot be the representative of a Participant in the SC. The Chairman of SC is from the FN, but is neither identical with the representative of the FN as a Participant, nor with the Director. If invited by the SC, the Director attends the meeting of the SC. The Chairman and Director do not have a vote in the SC.

4.3. The decisions of the SC will be taken by consensus of the representatives. Consensus means that every SC member must vote yes, or abstain from a decision to be approved (with a minimum of one “yes” vote). Should there be a negative vote, the decision is not approved.

4.4. The internal structure of the NATO StratCom COE, manning and position allocations are part of the NATO StratCom COEConcept. As such, the SC may approve, changes to both the NATO StratCom COE manning and structure including position allocations. Any such changes will be recorded in the Concept.

4.5. The Director is responsible to the SC for the fulfilment of the mission, the tasks and the operation as well as administration of the NATO StratCom COE. The Director reports directly to the SC. The TOR of the Director are laid down in Annex C.

4.6. The NATO StratCom COE forms a part of the wider framework supporting the NCA. Although not a part of the NCS, the NATO StratCom COE will be a part of COE Network, as coordinated by HQ SACT.

4.7. The relationship between the NATO StratCom COE and HQ SACT will be established in the NATO StratCom COE Functional MOU, through which HQ SACT will be the coordinator for NATO bodies’ RFS for the NATO StratCom COE.

4.8. In co-ordination with HQ SACT, the NATO StratCom COE will establish the necessary working relationships with NATO entities and the COE network and co-ordinate the execution of the POW. The NATO StratCom COE will further establish relationships with national and international entities.

4.9. The SC may recommend including Partners in NATO StratCom COE activities and encourage the conclusion of appropriate agreements or arrangements between the Participants and said Partners.

**SECTION 5**

**PROGRAMME OF WORK**

5.1. Taking into account the requests from within NATO, as coordinated by HQ SACT, those of the Participants, as well as suggestions made by Partners, and taking also the respective financial impact into account, the Director will, in accordance with Annex C, prepare and submit the draft of the POW to the SC for the following calendar year. Upon submission by the Director, the SC will consider all requests for services and products, including associated costs and income, and will then approve the POW for the NATO StratCom COE, in accordance with Annex B.

5.2. Additional out-of-cycle requests will be received by the Director, submitted for consideration to the SC and, if approved, handled in accordance with appropriate procedures.

**SECTION 6**

**PERSONNEL**

* 1. The Participants understand that at least one position will be allotted to each of them in the COE Participation Table (Annex A).
  2. The Participants will fill their positions at the NATO StratCom COE in a timely manner by assigning suitable and qualified personnel in accordance with the Manning Table given in the concept in accordance with Section 4 paragraph 4 and the SC-approved job descriptions.
  3. When a Participant only assigns one of its personnel to the NATO StratCom COE he or she must be posted to the location of the NATO StratCom COE.
  4. The Participants may also assign additional residential or non-resident National Contributions to the NATO StratCom COE.
  5. In order to ensure and sustain the required levels of expertise, FN will use the relevant existing NATO International Civilian pay scale for the personnel provided by the FN.
  6. The Director will be the custodian of the job descriptions.
  7. The management of the NATO StratComCOE personnel will follow NATO procedures using ACO Directive 45-001 and its supplement, as a guide, unless otherwise provided in this MOU or decided by the SC.
  8. Should a Participant not to be able to fill an assigned position for more than 120 days, the Participant will inform the Director in writing as soon as possible. In coordination with the concerned Participant, the Director then may approach the other Participants to fill the position for an agreed period of time.
  9. Civilian personnel may be used for filling any of the positions. For the purpose of the future application of the Paris Protocol, every NATO StratCom COE staff personnel will be on the employ of the armed forces or the Ministry of Defence or equivalent national entity of the Participants.
  10. The personnel of the NATO StratComCOE will work under the supervision of the Director who, with the exception of national duties and discipline, will give directions to all NATO StratCom COE personnel. National duties for the NATO StratCom COE personnel are to be limited to a minimum in order not to affect the activities of theNATO StratComCOE. The Director will provide evaluation reports for COE personnel upon request of the Participants.
  11. Full command of and disciplinary power over personnel posted to the NATO StratComCOE is retained by their respective national authorities. Each Participant will designate a representative of appropriate rank and authority, to the Director for all issues regarding the national responsibilities and discipline of their personnel assigned to the NATO StratCom COE.
  12. The Director will be appointed by the FN, for a rotation period of four years. However, the Director will initially be posted for 2 rotation periods (8 years) in order to provide the initial continuity required for the NATO StratCom COE.
  13. The regulations of the FN apply in the field of occupational safety and health, including the supervision of standard safety precautions.
  14. The working language of the NATO StratCom COE is English.

**SECTION 7**

**FRAMEWORK NATION SUPPORT**

The FN will provide the support for the NATO StratCom COE, as outlined in Annex E. The FN will retain ownership of all facilities, lands and equipment made available by it to the NATO StratCom COE.

**SECTION 8**

**PARTICIPANTS’ ADDITIONAL RESPONSIBILITIES**

8.1. Each Participant will be responsible and cover the costs for:

1. Providing personnel as determined in section 6 of this MOU and as detailed on the SC approved Job Descriptions and Manning Table.
2. Its cost share, as determined in section 9 of this MOU.
3. Salaries, allowances and national support requirements.
4. Per diem (lodging, meals and incidental costs) associated with the POW.
5. Travel costs (transportation and per diem) for initial appointment and departure, at the end of that personnel’s term of office, from the NATO StratCom COE as well as all other costs related to the posting of each person to the NATO StratCom COE.
6. All costs associated with fulfilment of national duties during the posting to the NATO StratCom COE.
7. Equipment, services or personnel brought into the NATO StratComCOE by that Participant for national purposes in excess of that provided by the FN, as well as their operation and maintenance costs.
8. All costs for national training measures and education and training as specified in the job descriptions as prerequisites.
9. Individual requirements of that Participant, to include infrastructure, security and support personnel additional to its position assignments in Annex A.
10. Ensuring health care insurance for their personnel or other appropriate arrangement / coverage, in accordance with its applicable national laws.
11. The costs of body repatriation, in case of death of a member of its personnel occurring in the territory of the FN.

**SECTION 9**

**COST SHARE**

9.1. The Participants will share net-expenditures (expenditures minus revenues) necessary for the operation of the NATO StratCom COE. Costs eligible for sharing are outlined in Annex D.

9.2. Without prejudice to point 9.1., the FN will cover all costs for the establishment and operation of the NATO StratCom COE for fiscal year (FY) 2014.

9.3. The cost-sharing formula for the budget is based on agreed participation table in Annex A to this MOU which defines the number of positions assigned to a Participant in the StratCom COE. Each Participant’s cost share is determined using the following formula:

|  |  |
| --- | --- |
| **Number of positions assigned to a Participant** | **= Participants cost share** |
| **Total number of assigned positions** |

9.4. Positions which are not counted in the determination of a Participant’s cost share will be recorded separately in the NATO StratCom COE Manning Table, but not in the Participation table (Annex A).

9.5. Unfilled positions assigned to a Participant in Annex A, will not reduce this Participant’s cost share.

9.6. In the case of a new Participant, the number of positions assigned to it will be determined by the Note of Joining (NOJ). The new Participant will be responsible for paying its annual contribution starting with the fiscal year following the NOJ coming into effect, unless otherwise stated in the NOJ.

**SECTION 10**

**Financial Provisions**

10.1. The FY begins on the 1st of January and ends on the 31st of December.

10.2. Funds provided to the NATO StratCom COE by the Participants will be managed and controlled and recorded on the basis of the NATO StratCom COE FAP, which are to be approved by the SC. The accounting standards and the legislation of the Republic of Latvia will be taken into account.

10.3. The Director will be responsible for compliance with all applicable financial principles and procedures of the NATO StratComCOE.

10.4. The budget of the NATO StratCom COE will be managed in the currency of the FN. Annual contributions of Participants will be made to the NATO StratCom COE bank account designated by the Director.

10.5. Each year for the forthcoming FY, the Director will prepare a budget that shows the estimated expenditures/revenues necessary for the operation of the NATO StratCom COE. This budget will be subject to SC examination and approval prior to the coming FY. Together with the draft budget the Director will prepare a Medium Term Financial Plan (MTFP) covering the estimated expenditures/revenues of the 5 years following the forthcoming FY. This MTFP is for planning purposes and will be noted by the SC.

10.6. The Participants’ financial responsibility under this MOU is subject to the authorisation and appropriation of funds in accordance with their respective national legislation, regulations and procedures.

10.7. With SC approval of the budget, the Participants confirm their liability to provide funds and authorise the Director to expend funds for the purposes and within the limits detailed in the approved budget.

10.8. Based on the approved budget and considering the Participants cost share, the Director will submit call(s) for funds payable by the Participants within 90 days of receipt of the call for funds. The Director will normally submit call(s) for funds, as detailed in the NATO StratCom COE FAP.

10.9. Any existing credits will be balanced in the appropriate call for funds.

10.10. If it emerges during the course of the fiscal year that the approved budgetary funds will be insufficient, the Director will submit a supplementary budget to the SC for approval.

10.11. Any Participant is entitled to request a budget report whenever it is thought necessary, which will be provided by the Director within 30 days after receiving the request. Following the end of the FY, at the latest by 31 March, the Director will submit an Annual Financial Statement including a Budget Execution Statement for approval by the SC.

10.12. The audit functions for the budget of the NATO StratCom COE will be performed as directed by the SC.

10.13. Irrespective of the audits conducted in accordance with paragraph 10.12., national audit authorities are entitled to request information from the Director and may request access to all records or copies thereof, which are required to audit the national contributions.

**SECTION 11**

**FINANCIAL CONSIDERATIONS**

11.1. Services and products included in the POW and provided to NATO entities on request of HQ SACT and to the Participants are free of charge. Exceptions, further details and particular requirements or restrictions will be specified and approved by the SC.

11.2. Charges for the services and products provided to Partners will be specified by the SC.

11.3. For courses provided by or through the NATO StratCom COE, also to NATO personnel, individual course fees may be charged.

11.4. All proceeds from StratCom COE activities will be reflected in the budget and recorded as revenues.

**SECTION 12**

**CLAIMS**

12.1. Claims arising out of or in connection with the activities of the NATO StratCom COE will be handled in accordance with Article VIII of the NATO SOFA and, after granted international status by the NAC, in accordance with Article 6 of the Paris Protocol, as applicable.

12.2. Any claims attributable to the NATO StratCom COE, to include portions thereof arising outside of the provisions of the Paris Protocol, will be shared by the Participants.

**SECTION 13**

**SECURITY**

13.1. External security is the responsibility of the FN.

13.2. Security administration within the facilities in the use of the StratCom COE, including visits, security clearances and information security are the responsibility of the Director acting in accordance with the applicable FN and NATO security regulations.

13.3. Without prejudice to the Director’s responsibilities defined in paragraph 13.2 above, the Participants will take the measures necessary to ensure that their personnel will comply with applicable security agreements and arrangements. They will likewise ensure compliance with relevant security regulations in regard of any products or services received or drawn from the NATO StratCom COE.

13.4. Classified information stored, handled, generated, transmitted or exchanged as a result of the execution of this MOU will be treated in accordance with C-M (2002) 49 "Security within the North Atlantic Treaty Organisation", dated 17 June 2002, in the respective authorised edition, including all supplements and amendments thereto, and existing international agreements and arrangements.

13.5. Non-classified information stored, handled, generated, transmitted or exchanged as a result of the execution of this MOU will be treated in accordance with C-M (2002) 60 "The management of non-classified information", dated 24 July 2002, in the respective authorised edition, including all supplements and amendments thereto and existing security agreements and arrangements.

13.6. In the NATO StratCom COE activities where involvement of contractors, consultants or other such workers is needed, the NATO StratCom COE will conclude special non-disclosure agreements with these workers.

13.7. In the event of termination or withdrawal from this MOU, the Participants will ensure that the provisions relating to security, disclosure of information, and confidentiality remain in effect.

**SECTION 14**

**LEGAL CONSIDERATIONS**

14.1. The NATO StratCom COE and its personnel may be granted status under Article 14 of the Paris Protocol, together with Supplementary Agreements thereto, upon accreditation by the MC and once activated by the NAC as an NMB in accordance with CM(69)22.

14.2. The Republic of Latvia will seek to conclude a Supplementary Agreement to the Paris Protocol with HQ SACT, in order to implement the international status of the NATO StratCom COE personnel.

14.3. Prior to the granting of international status to the NATO StratCom COE, the attachment of national elements to the NATO StratCom COE will be in accordance with applicable national and international law, including the NATO SOFA.

14.4. Ownership regarding the intellectual property generated by the NATO StratCom COE will be held and administered by the NATO StratCom COE, unless otherwise decided by the SC, and always in compliance with national and international law.

14.5. Without prejudice to the obligations under the North Atlantic Treaty, the NATO SOFA and the Paris Protocol, the Participants do not intend to create any rights or obligations under international law by virtue of this MOU.

14.6. The Participants do not intend to cause a conflict between this MOU and relevant national or international laws. Should such conflict nevertheless arise, the effective national or international law will prevail over this MOU. Each Participant, whose rights or obligations under national or international law are affected, will notify the other Participants in writing.

**SECTION 15**

**ADDITION OF NEW PARTICIPANTS**

15.1. The addition of any new Participant to this MOU which thereby will also accede to any existing arrangement between the existing Participants and Partners, will be done through a NOJ, an example of which is laid down in the Annex F. to be signed by the new Participant and the existing ones.

15.2. In addition to the cost share contribution, prior to the signing of the NOJ, the prospective Participant’s initial contribution to offset the residual value of previous investments, if any, will be determined and set out in the NOJ.

15.3. Unless otherwise provided in the NOJ, the NOJ will come into effect on the date of the last signature.

15.4. The NOJ will only be effective for a Participant if that Participant also signs a NOJ for the NATO StratCom COE Functional MOU.

**SECTION 16**

**WITHDRAWAL OF PARTICIPANTS**

16.1. Any Participant may withdraw from this MOU on presentation of twelve months written notice to all other Participants. The withdrawing Participant will also inform the Director and SC in writing. The FN will duly notify HQ SACT in writing.

16.2. In the case of a withdrawal, the remaining Participants will examine all projects that are not yet completed in order to decide whether they continue, have to be cancelled or reduced in scope. In the event no other Participant assumes the post(s) and/or financial obligations associated with the withdrawal or reduced participation, the remaining Participants will endeavour to reduce operating costs as quickly as possible to adjust them to the new situation. Since the POW is normally determined for one year ahead, the transitional period should allow any projects in that period to finish.

16.3. Should a Participant withdraw from this MOU it will continue to provide the full share of its financial contribution to the NATO StratComCOE until the end of the FY in which the notice period ends, and remain responsible for its outstanding financial liabilities resulting from its period of participation, unless the financial liabilities are assumed by other Participants and approved by the SC.

16.4. Any withdrawal by a Participant to this MOU from the NATO StratComCOE Functional MOU will, without further notice, constitute a withdrawal from this MOU.

16.5. If a Participant is not able to fulfil its obligations of providing either manpower or funds for more than one year as regards assignment of personnel or contributing to the budget, its voting rights in the SC will be suspended automatically until the voting SC members determines that those obligations are fulfilled. If that Participant is not able to fulfil its obligations for more than two years, this will be automatically considered as a withdrawal from this MOU by the said Participant.

16.6. Any Participant except the FN, may elect to suspend its participation to this MOU on presentation of 12 months written notice to all other Participants. The notice will specify the date and duration of suspension. In the case where a Participant suspends its participation, its obligations and rights as a Participant, including providing manpower and funding, along with voting rights in the SC are also suspended. In this case, the automatic withdrawal provision in 16.5. will not apply. Upon notification of its intended suspension, the concerned Participant agrees that the other Participants’ SC representatives may assign the suspended Participant’s post(s) to any other Participant or recommend the other Participants assignment of such post(s) to a Joining Participant. Participants may cease their voluntary suspension at any time by written notice to all other Participants. If necessary SC approval for post assignment is to be sought in time.

**SECTION 17**

**SETTLEMENT OF DISPUTES**

17.1. Any dispute regarding the interpretation or implementation of this MOU will be settled only by consultation among the Participants involved and will not be referred to any national or international tribunal or any other third party for settlement.

17.2. Disputes will be settled using the NATO StratCom COE working language.

**SECTION 18**

**AMENDMENT AND RECORD OF CHANGE**

18.1. Any Participant may propose amendments to this MOU. As custodian of this MOU, the FN will manage the amendment process.

18.2. With exception of Annex G, this MOU and the Annexes may be amended only with the unanimous written consent of the Participants, unless otherwise provided in this MOU. HQ SACT has to be informed in written of any amendment to this MOU, its annexes and follow-on arrangements.

18.3. Each change made to this MOU will be recorded in chronological order on the record of changes attached as Annex G. This record of change will be updated by the FN, as the custodian of the MOU, then provided to each Participant, HQ SACT, as well as the NATO StratCom COE itself, each time a change occurs.

**SECTION 19**

**TERMINATION**

19.1. This MOU will terminate in case of:

1. A written decision by all Participants;
2. The withdrawal of the FN;
3. The NATO StratCom COE Functional MOU is terminated.

19.2. In the event that this MOU is terminated, the residual value of the equipment and other capital goods, which have been commonly funded by the Participants, will be distributed among the Participants in accordance with their cost share established in paragraph 9.3.

19.3. In the event that this MOU is terminated or a Participant makes formal notification of its withdrawal from the MOU, the provisions of this MOU will continue to be applied until any outstanding matters have been resolved.

**SECTION 20**

**ENTRY INTO EFFECT**

20.1. This MOU will enter into effect on the day of the last signature thereto, unless otherwise provided.

20.2. This MOU will only be effective for a Participant if that Participant also signs the NATO StratCom COE Functional MOU.

**SECTION 21**

**FINAL CONSIDERATIONS**

21.1. This MOU which will also referred to as the “NATO StratCom COE Operational MOU”, consists of twenty-one sections and seven annexes. The annexes are integral parts of this MOU.

21.2. References to NATO policy documents will encapsulate any amendment thereof, or, as the case may be, refer to such policy documents as may replace them.

21.3. This MOU is signed in one original in the English language. The original of this MOU will be deposited with the FN, which will transmit certified copies to each of the Participants and HQ SACT, as well as the NATO StratCom COEitself.

21.4. Without prejudice to Section 10 and after application of the cost sharing formula (as elaborated in paragraph 9.3.), the maximum share of each Participant, per person, for the FY 2015 is agreed to be twenty five thousand Euros.

THE FOREGOING REPRESENTS THE UNDERSTANDING REACHED AMONG THE PARTICIPANTS.

**For the Ministry of Defence of the Republic of Latvia:**  
  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_

Appointment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_

**For the Ministry of Defence of the Republic of Estonia:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_

Appointment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_

Appointment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_

**For the Ministry of Defence of the Italian Republic:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_

Appointment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_

**For the Ministry of National Defence of the Republic of Lithuania:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_

Appointment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_

**For the Ministry of National Defence of the Republic of Poland:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_

Appointment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_

Appointment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place/Date: \_\_\_\_\_\_\_\_\_\_\_\_

**Annex A to the NATO StratCom COE Operational MOU**

**Participation Table**

|  |  |
| --- | --- |
| **Participants** | **Number of Assigned cost share positions** |
| The Ministry of Defence of the Republic of Estonia | 1 |
| The Federal Ministry of Defence of the Federal Republic of Germany | 2 |
| The Ministry of Defence of the Italian Republic | 1 |
| The Ministry of Defence of the Republic of Latvia | 13 |
| The Ministry of National Defence of the Republic of Lithuania | 1 |
| The Ministry of National Defence of the Republic of Poland | 1 |
| The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland | 1 |
| **Total Number of Assigned positions** | **20** |

**Annex B to the NATO StratCom COE Operational MOU**

**Terms of Reference of the NATO StratCom COE’s Steering Committee**

1. Within the framework of the MOU, the SC is responsible for guidance and supervision of all the NATO StratCom COE activities and administration, taking into consideration Participants’ interests regarding all matters pertaining to the NATO StratCom COE.

2. The responsibilities and tasks of the SC will include, but will not be limited, to:

1. Providing the long-term strategic perspective and reviewing and approving the development plan for the NATO StratCom COE;
2. Monitoring the performance of the mission and tasks of the NATO StratCom COE including its funding, administration and personnel establishment;
3. Approving the budget and POW for the coming fiscal year;
4. Approving FAP and directives for the operation of the NATO StratCom COE;
5. Approving annual financial statements;
6. Reviewing and noting the medium-term financial plan and approving the budget report of the Director;
7. Considering and approving additional out-of-cycle requests for the POW and possible amendments to the budget;
8. Directing auditing functions and reviewing audit reports;
9. Recommending the terms of participation of Partners in the NATO StratCom COE activities and ensuring corresponding appropriate arrangements or agreements;
10. Approving job descriptions of the NATO StratComCOE personnel;
11. Addressing other personnel, legal and other administrative issues;
12. Providing guidance on the functional relationships of the NATO StratCom COE with other entities;
13. Reviewing and amending the Concept of the NATO StratCom COE;
14. Proposing changes to the MOU and its Annexes to the Participants through the FN;
15. Noting the Director’s report of any procedure in accordance with Section 16.5 and decides if a Participant’s obligations are fulfilled;
16. Establishing subsidiary bodies such as working groups that report to the SC.

3. The SC is entitled to:

a) Task the Director and

b) Get assistance from the NATO StratComCOE through its Director.

4. The SC will meet at least once a year. The SC will determine the frequency, the place, the means and duration of the meetings.

5. The NATO StratCom COE SC Chair is responsible for preparing the meetings, including timely distribution of the invitation and the agenda with adequate supporting documentation. The agendas of SC meetings will be drawn up in advance and distributed together with all other supporting documents needed for any decision at least 45 days prior to each meeting. Agreed minutes will be distributed to the members of the SC. A record of the decisions reached will be distributed at the end of each meeting.

6. The decisions can also be taken by other means of communication than a meeting, as agreed by SC.

7. Each Participant may provide any other required experts in an advisory capacity to support its SC representative.

8. HQ SACT will and – after approval of the SC – other NATO entities may be invited to participate, without any voting rights, in the relevant SC meetings to advise the SC on NATO entities’ requirements and priorities. Other entities may be invited after approval of the SC.

9. The SC will be chaired by an appropriately ranked official provided by the FN.

10. The Chair of the SC is to:

a) Be responsible for conducting the meetings of the SC;

b) Overseeing the execution of the decisions taken by the SC;

c) If necessary, arrange for decisions to be taken by the SC between meetings;

d. In matters of this MOU, maintain liaison between the NATO StratCom COE Director and Participants as well as HQ SACT;

e) Consider out-of-cycle requests as appropriate and necessary beyond the approved POW, provided these requests will not exceed the approved budget;

f) Represent the SC in external relations under explicit tasking by the SC.

**Annex C to the NATO StratCom COE Operational MOU**

**The NATO StratCom COE’s Director Terms of Reference**

1. The Director reports to and is tasked by the NATO StratCom COE SC.
2. The Director is responsible for:
   1. Overall day-to-day management of the NATO StratCom COE;
   2. Exercising leadership (excluding disciplinary issues) inside the NATO StratCom COE with regard to personnel;
   3. Reporting to and informing the SC of all matters that need SC’s attention or when so requested by the SC;
   4. Ensuring the execution of the POW and implementation of the budget;
   5. Preparing and submitting the drafts of the budget and POW, as well as a medium-term financial plan for five following years to the SC;
   6. Submitting the Annual Financial Statement for the preceding fiscal year to the SC;
   7. Approving commitments only for the purpose and within the limits of the approved budget;
   8. Processing any requests for the POW from HQ SACT, the Participants and Partners;
   9. Forwarding additional out-of-cycle POW requests as well as the budgetary implications to the SC for consideration and approval;
   10. Performing the continuous coordination regarding the POW with HQ SACT, to include providing HQ SACT with regular reports;
   11. Forming working groups for efficient implementation of the POW and optimizing implementation of other tasks of the NATO StratCom COE;
   12. Ensuring internal security of the NATO StratCom COE as the Security Authority for the NATO StratCom COE as an NMB;
   13. Raising visibility of the NATO StratCom COE within NATO.
3. The Director is granted authority to:
   1. Engage HQ SACT in the development and execution of the POW and establish, in coordination with HQ SACT, inter-relationships and bi-lateral functional arrangements;
   2. Consult with NATO, national authorities and other relevant organisations to facilitate the accomplishment of his mission;
   3. Make recommendations to HQ SACT or – if requested - other NATO entities on issues related to strategic communications;
   4. In compliance with relevant SC guidance, conclude cooperation arrangements;
   5. Conclude contracts for the NATO StratCom COE on the basis of the approved budget and the FAP;
   6. Propose additional meetings of the SC;
   7. Temporarily (not exceeding 180 calendar days) reassign personnel to another position within the NATO StratComCOE, provided that the SC has been notified and the concerned Participant representative in the SC has not objected to it.

**Annex D to the NATO StratCom COE Operational MOU**

**Shared Costs**

Participants will bear the costs listed below (shared costs) in accordance with Section 9 of this MOU based on their cost share and within the limits of the budget for the relevant fiscal year and the corresponding POW:

1. Administrative expenses:

1. Communication costs;
2. Official bank services;
3. Postage;
4. Hospitality costs;
5. Copying and printing;
6. Office supplies;
7. Translation services;
8. Auditing and External legal services;
9. Miscellaneous costs.

2. Travel costs:

1. POW related travel expenses (transportation costs);
2. Education and training related to the execution of the POW (transportation costs, course and seminar fees);
3. POW related conference fees.

3. Events organised by NATO StratCom COE:

1. Food and catering;
2. Rental of premises and equipment;
3. Other organisational costs related to NATO StratCom COE hosted events.

4. POW related NATO StratCom COE-specific projects:

1. Information and Communication technology;
2. NATO StratCom COE owned software and hardware maintenance and development;
3. Publication costs of the NATO StratCom COE products;
4. Temporary contractors/consultants.

5. POW related project-specific lab equipment, furnishing, supplies and maintenance.

**Annex E to the NATO StratCom COE Operational MOU**

**Framework Nation Support**

The FN is responsible for the following support supplied at no cost to the shared budget. FN can also decide on provision of additional support.

1. Administrative support:
2. Initial office supplies;
3. Initial copying and printing.
4. NATO StratCom COE office and conference rooms:
5. Office and conference rooms;
6. Office rooms furnishing, fitting;
7. Initial telephone system;
8. Initial CIS equipment (hardware and software, maintenance);
9. Heating;
10. Electricity;
11. Water and sewerage;
12. Repairs and maintenance related to the infrastructure provided by FN;
13. Security Accreditation authority to NATO Standards (physical infrastructure and CIS equipment);
14. Use of conference rooms (on a space-availability basis).
15. Medical support

In accordance with paragraph 8.1. of this MOU, health care insurance of personnel is the responsibility of Participant. However all the NATO StratCom COE personnel will be afforded access to Latvian National Armed Forces medical facilities for emergency medical care under the conditions applicable to the personnel of the Latvian National Armed Forces.

1. Recreational Facilities

The NATO StratCom COE personnel will be granted the use of recreational, sports and welfare facilities and services on a space-availability basis under the conditions applicable to the personnel of the Latvian National Armed Forces.

1. Parking

The FN will provide a designated parking area for NATO StratCom COE personnel.

1. Other assistance

On request, administrative personnel of the FN will assist the NATO StratCom COE personnel in finding accommodation, establishing bank accounts and providing other practical support related to the assignment to the NATO StratCom COE.

**Annex F to the NATO StratCom COE Operational MOU**

**Sample of Note of Joining**

**NOTE OF JOINING**

**FOR THE [name of the National Authority] OF [name of the Joining Nation]**

**TO PARTICIPATE IN THE**

**MEMORANDUM OF UNDERSTANDING**

**AMONG**

**THE [names of the Participants, in alphabetical order]**

**…**

**AND**

**THE [names of the last Participant, in alphabetical order]**

**CONCERNING**

**THE ESTABLISHMENT, ADMINISTRATION AND OPERATION OF**

**THE NATO StratCom CENTRE OF EXCELLENCE**

**THE [name of the National Authority] OF [name of the Joining Nation]**

HAVING DECIDED to broaden its participation in NATO’s overall strategic communications transformation efforts; and

DESIRING to join the current Participants of the NATO StratCom COE, providing the personnel for the following post**[s]**:

* **[description of the post(s)]** as of **[expected date of posting]**

ELECTS to participate as of **[date of entry into effect of the joining]** in the Memorandum of Understanding among **[names of the Participants to the COE Operational MOU]**, concerning the Establishment, Administration and Operation of the NATO StratComCOE, which came into effect on **[date of entry into force of the COE Operational MOU]**.

AGREES to contribute its share to the annual budget starting with fiscal year **[year]** **[optional: and additionally agrees to contribute to the sum of [detailed amount in letters and figures], to offset the residual value of previous capital investment in accordance with [designation of the relevant provision in the COE Operational MOU] of the NATO StratCom COE Operational MOU]**.

AGREES to abide by all subsequent agreements and arrangements to the NATO StratCom COE Operational MOU concluded until the date of entry into effect of this Note of Joining, listed as follows:

* **[list of subsequent agreements and arrangements]**

For the **[name of the National Authority]** of **[name of the Joining Nation]**

Signature

Name

Appointment

Place/Date

Page 2 / **[total number of pages]**

The **[names of the Participants to the COE Operational MOU]**, as the Participants to the NATO StratCom COE Operational MOU;

WELCOMING the expressed commitment by the **[name of the National Authority]** of **[name of the Joining Nation]**;

AGREE with the **[name of the National Authority]** of **[name of the Joining Nation]** joining them as a Participant to the NATO StratCom COE Operational MOU under the terms outlined in this Note of Joining;

AGREE to consider that this Note of Joining supplements the NATO StratCom COE Operational MOU;

This Note of Joining will only be effective for the new Participant if it also signs a Note of Joining to the NATO StratCom COE Functional MOU;

This Note of Joining is signed in one original and in the **[name of the language(s)]** language(s). It constitutes an amendment to the NATO StratCom COE’s Operational MOU and, as such, will be duly recorded in the NATO StratCom COE’s Operational MOU Record of change.

The original document will be deposited with the Republic of Latvia**,** which will provide certified copies to all Participants to the NATO StratCom COE Operational MOU, the Joining Nation, the NATO StratCom COE itself, as well as HQ SACT.

For the **[first Participant, in alphabetical order]**

Signature

Name

Appointment

Place/Date

**[Etc.]**

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**Annex G to the NATO StratCom COE Operational MOU**

**Record of Change**

|  |  |  |  |
| --- | --- | --- | --- |
| **DATE OF THE CHANGE** | **DESCRIPTION OF THE CHANGE** | **DOCUMENT OR DECISION GENERATING THE CHANGE** | **COMMENTS, DATE OF PROMULGATION, NAME, APPOINTMENT AND SIGNATURE OF THE PROMULGATING AUTHORITY** |
|  |  |  |  |
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Aizsardzības ministrs R.Vējonis

Vīza: valsts sekretārs J.Sārts

23.04.2014. 09:51

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