

MEMORANDUM OF UNDERSTANDING

BETWEEN

MINISTRY OF NATIONAL DEFENSE, GOVERNMENT OF LIBERIA

AND

MINISTRY OF DEFENSE, GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

February 2010

Preamble

The Government of Liberia and the Government of the Republic of Sierra Leone, referred to hereinafter as 'the Parties';

1. In consideration of the links of friendship uniting Liberia and the Republic of Sierra Leone;
2. Hoping to extend the military cooperation between their armed forces in the fields of exercises and training;
3. Wishing to define the status of their forces during their stay in the territory of each of the Parties in the course of joint exercises and training, set out the terms of the support to be provided by the country in which they are staying;

Are agreed as follows:

ARTICLE 1 **Definitions**

The definitions used in this Agreement are as follows:

- a. **'Host State'**: the State from which the members of the personnel of the Host State originate.
- b. **'Host State'**: the State in whose territory the members of the personnel of the Home State are currently residing.
- c. **'Members of Personnel'**: shall be taken to mean, not only the personnel belonging to the forces of either Party present in the other Party's territory under the present Agreement, but also the civil personnel employed by the department responsible for defense of whichever of the Parties finds itself in the other Party's territory for the purposes of carrying out their duty under the present Agreement and who can only be a national of the home State. Furthermore, this shall apply to members of ECOWAS states on secondment to the Armed Forces of Liberia, members of the International Military Advisory and Training Team (IMATT) working with the Republic of Sierra Leone Armed Forces.
- d. **'Family'**: persons being the spouses and children of military or civilian personnel deployed under the present Agreement.

- e. **'Armed Forces'**: military and civilian units including Maritime Forces involved in the defense of either of the Parties. The term includes the personnel, buildings, vessels, aircraft, vehicles, equipment, armaments and munitions and other support resources.
- f. **'Exercise and training areas'**: areas of the host country defined by common agreement.
- g. **'Support provided by host State'**: civil and military assistance which the Host State provides to the Home State's forces during the exercises or training operations as scheduled and reciprocally approved.
- h. **'Military authorities'**: the military authorities concerned of the respective armed forces when deployed and redeployed.
- i. **'Joint operations'**: this shall be taken to mean operations decided by agreement at the request of either of the Parties and conducted jointly or by one of the Parties in the other's territory.
- j. **'Report'**: final document produced for any operation or training, setting out the practical organizational procedures, i.e. deployment and redeployment, support, financial aspects and any other provisions or procedures to be used in conducting the operations concerned.

ARTICLE 2

Scope

1. The present Agreement lays down the status of the forces of each of the Parties while remaining in either Party's territory for the purposes of joint operations. It defines the rules and responsibilities for holding exercises and training operations, it also sets out the standards, types, level and methods of support which the Host State will furnish to the armed forces deployed temporarily during joint exercises or operations.
2. The scheduling and planning of joint operations are defined in principle at a Joint Military Committee or at General Staff meetings of both parties.
3. The technical aspects of organizing these activities will be laid down in the reports produced by the representatives of the general staff of both Parties at planning meetings.

4. Unless this Agreement indicates otherwise, the provisions on the support to be provided by the Host State as set out in this Agreement will apply as soon as the first armed forces units of the Home State enter the Host State's territory until the last of those units leave the Host State's territory.
5. This Agreement is not intended to supersede the laws of the Host State or any international agreement to which the Republic of Sierra Leone or Liberia are party.

ARTICLE 3
General provisions

1. The Home State's forces are authorized, under this Agreement, to enter the Host State's territory, its territorial waters and airspace, with the latter's consent, subject to strict compliance with the regulations in force, upon the invitation of the Host State.
2. On entering the Host State's territory, members of the Home State's staff will bear current valid passports and individual or collective mission orders issued by the appropriate authority of the home State, showing the individual's or unit's status and confirming their deployment if necessary. Members of the Home State's personnel will apply for visas if necessary. The Host State's authorities will assist in ensuring that formalities required to issue visas are completed as soon as possible.
3. The Commander of the forces will be responsible for ensuring that forces personnel are in good physical condition in medical and dental terms before taking part in the exercises and training operations concerned. Personnel must deploy with the necessary quantities of pre-prescribed medication required to provide sufficient treatment for the full period of deployment.

ARTICLE 4
Responsibilities of Host State

1. Under this Agreement, the Host State will take adequate provisions and measures to:
 - a. Facilitate the deployment and redeployment of the forces entering and leaving its territory, using airport and port facilities and conducting exercises or training operations as planned in advance.
 - b. Organize support resources, including services provided by the civilian sector, i.e. fuel, rations, equipment, vehicles, communications equipment, medical support establishments and infrastructure.

- c. Authorize, insofar as the law of the Host State allows, good to be imported, exported, circulated and transferred in connection with equipment, financial resources, materiel, rations supplies and other goods imported into or exported from the Host State by the Home State and the luggage, personal effects, products or other goods intended for the personal use of the personnel deployed and persons in charge for the purpose of conducting exercises or training operations. In the case of both parties, this does not allow the importing of arms, ammunition or any other items that would contravene the UN Arms Embargo.
 - d. Authorize the deployment of armaments and munitions during exercises and training operations on the dates and at the places as agreed at planning meetings.
 - e. Provide the personnel in charge of coordination, if specified in the planning meeting report.
 - f. Ensure insofar as possible that the standard applicable to goods and services are those which apply to its own military personnel, unless the Parties agree reciprocally otherwise.
 - g. Submit cost estimates for the services provided.
 - h. Recognize the driving licenses of the Home State, international driving licenses or military driving licenses the armed forces and civilian sections hold under national law.
2. The Host State's military authorities will in any case assist the Home State's forces in resolving any problems which may arise while they remain in, enter and leave its territory.

ARTICLE 5
Responsibilities of Home State

1. Under this Agreement, the Home State will take adequate provisions and measures to:
 - a. Request the diplomatic consents required for the exercises or training operations under the Host State's laws.
 - b. Comply with the Host State's customs formalities and procedures.

- c. Respect road traffic regulations in force in the Host state.
- d. Comply with national procedures and timetables drawn up during the planning process on administrative and financial matters (currently imports, interpreters, vehicles, procedures for repatriating deceased personnel etc.).

ARTICLE 6
Customs Formalities

1. Either Party's forces may import, under temporary admission rules, and without paying any taxes or charges, having completed current customs formalities in force and provided they can produce the authorizations required, military equipment and vehicles, parts and spares and reasonable quantities of materials and other products intended for their exclusive use. They may import them, free of taxes and charges, provided they issue the appropriate customs office, supported by the customs documents as agreed, with a certificate to be drawn up as specified by the Parties together and signed by a person authorized to do so by the Home State. The names of persons authorized to sign the customs forms require and specimens of their signatures and stamps used must be sent to the Host State's customs authorities.
2. Individual combat rations (battlefield meals) may be imported and are not subject to payment of taxes and charges.
3. Goods admitted under the temporary admission rules under the present agreement may be re-exported freely exempt from all taxes and charges, provided the customs office is given a certificate under the provisions of paragraph 1. The customs authorities reserve the right, if necessary, to verify that the goods being re-exported are those described on the certificate and that they were actually imported under the provisions of the present article.
4. Goods admitted under suspension or free of taxes and charges under the present article must not be disposed of whether for payment or otherwise in the Host State's territory, except if those goods are given or sold to other Home State personnel with the customs authorities' consent. They may, however, be given clearance to be sold or destroyed, however, subject to such conditions as the Host State's authorities concerned may impose.

ARTICLE 7
Reciprocal Support

1. Each party is responsible for the autonomous logistics required to support its own forces.
2. The terms on which the Parties may be led to furnish one another, with or without charge, or by way of exchange, support, provisions and logistical services in connection with the joint exercises, training or operations are as set out in specific arrangements.
3. Either Party's forces may be housed in the other Party's barracks and establishments placed at their disposal for the purposes of joint operations, training or operations. They may use the water and electricity provided, intended for normal use inside those establishments.

ARTICLE 8
Ports, Airports and Points of Entry

1. Ships, aircraft and vehicles of the Home State's forces moving within the Host State's territory are exempt from any and all port, airport and border taxes and other charges, duties and tolls within its military establishments, on the same terms as the Host State's ships, aircraft and vehicles. The Bo Waterside crossing point will be the usual point of entry for vehicle movement between the two parties.
2. The Host State will issue the Home State with over flight permits as appropriate under the present Agreement.

ARTICLE 9
Wearing Uniform

1. During operations in the Host State's territory, members of the Home State's forces may wear uniform and military insignia in accordance with the regulations applicable to their armed forces.
2. Members of the Home State on the Host State's territory may only wear uniform and insignia while officially on duty or on military operations and within the perimeters within which the Host State's forces have exclusive control.
3. Members of duly constituted units of the Home State's forces may present themselves in uniform at the Host State's borders when crossing them.

ARTICLE 10
Bearing arms

1. Members of the Home State's forces may bear arms issued to them within the Host State's territory, and are only authorized to bear them on exercises and subject to the laws and regulations in force in the Host State's territory. Furthermore, bearing of arms in Liberia must be in accordance with the current UN regulations until such time as these regulations cease to apply.
2. The Home State's forces' arms, munitions and hazardous substances will be transported stored, secured and used subject to the regulations in force in the Host State's territory.
3. In matters of security, should the regulations in force in the Host State's armed forces be different from those in force in the Home State's armed forces, whichever regulations are more stringent shall apply.

ARTICLE 11
Exchanging personnel

1. Personnel may be exchanged between the corresponding units of each Party, subject to both Parties' consent.
2. Personnel on temporary exchange will be subject to the regulations in force in their host unit, provided they are compatible with the laws and regulations applicable to the authority of their home forces.

ARTICLE 12
Judicial Proceedings

1. The Home State will inform the members of its forces while on the Host State's territory that they must comply with current laws and regulations in force in that territory at all times.
2. Any offense committed by a member of the Home State's personnel will be subject to the exclusive jurisdiction of the Home state.

3. Each Party reserves the right to waive its prior jurisdiction if the other so requests.
4. Any member of the Home State's personnel who is brought before the Host States' courts has the right to:
 - a. Have their case heard by their own military justice system;
 - b. Be represented as they choose or assisted under the law in force in the Host State at any initial hearing;
 - c. Enjoy the services of a competent interpreter if required provided free by the Host State to assist them through any initial hearing;
 - d. Communicate with a representative of the Home State's Embassy and have that representative present at hearings if procedural rules allow;
 - e. Be informed of the charges against them before any hearing;
 - f. Be faced with witnesses in the case;
 - g. Not to be prosecuted for any act or omission which was not an offense under the host State's law at the time that act or omission was committed.
 - h. Serve their sentence in the Home State should the military court find them guilty and if there is a treaty between the two parties which so allows.
5. The Parties agree to keep one another informed of what their military courts do in response to cases and encourage the two Parties' judicial and police authorities to exchange information, subject to each Party's local national law.
6. Subject to the provisions of each Party's local national law, the Home State's and Host State's authorities will assist one another as required to arrest members of the Home State's personnel and hand them over to the authorities who have jurisdiction under the provisions above.
7. The Host State's authorities will inform the Home State's authorities immediately should any members of the Home State's personnel be arrested.

8. The Parties' military authorities will assist one another should any member of the Home State's forces be absent without leave or unlawfully.
9. Should a member of the Home State's personnel be tried under the provisions of the present article, and be found guilty or not guilty, they may not be tried a second time for the same offense by the other State's courts.

ARTICLE 13
Discipline Generally

1. The Home State's authorities have jurisdiction in respect of discipline within their forces and may take any appropriate steps against any of their personnel who fail to meet their obligations. Disciplinary penalties are separate from judicial ones.
2. The Home State's forces will be responsible for the security of members of their personnel and materiel within the establishments placed at their disposal, in conjunction with the appropriate authorities of the Host State. The Home State's authorities will, however, be bound to assist the Host State's investigators with any criminal investigations which are liable to be conducted with those establishments.
3. The Host State's authorities are responsible for security outside establishments placed at the Home State's forces' disposal. The Home State's security services may, however, be called upon to maintain discipline and order amongst the members of its forces, outside establishments, liaising with the Host State's forces, if required.

ARTICLE 14
Command and Responsibility

1. Command and control arrangements will be defined at the planning meetings for each operation or training exercise.
2. Under no circumstances may any member of the Home State's forces be involved in preparing for or taking any operations of war or action to maintain or restore public order and safety while remaining within the Host State's territory.

ARTICLE 15
Protecting Classified Information and Security

1. Information each party classifies and data exchanged or produced in the course of this Agreement will be used, sent, stored, processed and saved in accordance with the laws and national security regulations employed by the Parties.
2. Each Party will do everything possible within the law to ensure that classified information and data produced or supplied under this Agreement are protected against disclosure to any third party entity or government without the prior consent in writing of whichever party produced it.
3. The Host State will ensure that exercises and training operations are conducted without any unauthorized persons being allowed to enter the exercise or training areas.
4. Detailed security procedures will be laid down in the reports for each kind of operation or activity.

ARTICLE 16
Indemnification

1. Each Party waives any right to indemnification against the other Party and against members of its personnel for any injury caused to its personnel or property during joint operations.
2. The provisions of the preceding paragraph shall not, however, apply, in any case of gross negligence or intent committed by members of the other Party's personnel while in service. 'Serious negligence' shall be taken to mean gross mistake or negligence. 'Intent' means any act committed with the intent of causing injury or damage. The Parties will agree on whether gross negligence or intent exists or not and how much the damages should be.
3. The burden of damages borne for losses caused to third parties will be divided between the Parties as follows:
 - a. Should those losses be attributable to one of the Parties only, that Party will settle damages in full;
 - b. Should the losses be attributable to both Parties, or should it be impossible to establish which Party is liable, the Parties will bear the damages equally between them;

- c. The Parties will agree on who is liable for losses and how the damages should be;
- d. Should any third party or assigns bring proceedings in court; the Host State will represent itself and the Home State in the proceedings.

ARTICLE 17

Death

1. Should any member of the Home State's personnel die while on the Host State's territory, their death will be certified by a doctor duly authorized under the Host State's law.
 - a. The Host State will issue the Home State's authorities with a certified copy of the death certificate as soon as possible.
 - b. The Host State's military authorities will deliver the deceased's body to the Home State's military authorities to be repatriated as soon as practicable.
2. Should the Home State's judicial authorities order an autopsy or should the Home State request, it will be conducted by the Host State's judicial authorities, with a doctor from the Home State in attendance if desired.
3. The military authorities of the Home State may dispose of the body once the Host State's judicial authorities have informed them of their consent.
4. The body will be transported in accordance with the regulations of the Host State.

ARTICLE 18

Settlement of disputes

1. The dispute arising out of the interpretation or performance of the present Agreement will be settled exclusively by negotiation between the Parties.

ARTICLE 19

Amendments

1. This agreement may be amended or altered at any time in writing, provided both Parties consent. Amendments will take effect once signed by both parties.

ARTICLE 20
Miscellaneous

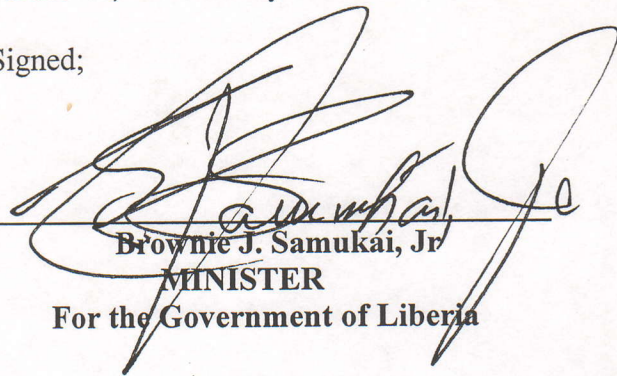
1. The present agreement is concluded for a term of two (2) years, and may be renewed by tacit agreement one year at a time. It enters into force when signed by both parties.
2. Either party may terminate the present Agreement by giving notice in writing, effective six (6) months from when the other Party receives that notice.
3. In evidence whereof, the duly authorize representatives of both Parties have signed the present Agreement.

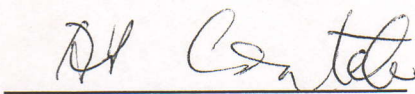
Effective Date and Signature

This Agreement becomes effective on the date it is signed by the Parties

Monrovia, 11 February 2010

Signed;


Brownie J. Samukai, Jr
MINISTER
For the Government of Liberia


Palo Conteh
MINISTER
For the Government of Republic of
Sierra Leone