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Description of document: Defense POW/MIA Accounting Agency (DPAA) Selected Support Agreements (MOU's/MOA's) from the DPAA Support Agreement Tracker 1992-2017 (some records undated)

Requested date: 27-November-2019

Release date: 22-August-2024

Posted date: 02-September-2024

Source of document: FOIA Request
Defense POW/MIA Accounting Agency
OSD/JS FOIA Requester Service Center
Freedom of Information Division
1155 Defense Pentagon
Washington, DC 20301-1155
Fax: (571) 372-0500
[OSD/JS and DLA FOIA request portal \(PAL\)](#)
[FOIA.gov](#)

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November 18, 2019

Department of Defense
Freedom of Information Division
1155 Defense Pentagon
Washington, DC 20301-1155

Dear Sir or Madam:

This is a request for records of the Defense POW/MIA Accounting Agency (DPAA), a component of the Office of the Secretary of Defense.

I request a copy of the Memoranda of Understanding from the Attached Listing:

Item 1
Item 6
Item 8
Item 10
Item 14
Item 30
Item 35
Item 39
Item 50
Item 59
Item 61
Item 62
Item 65
Item 120

(See enclosure.)

This is an individual noncommercial request. It falls into the fee category "all other requesters". I agree to pay up to \$30 for applicable fees, if necessary. Please release all segregable portions.

Support Agreements Tracker

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MOU / MOA LIST									
	Agreement Title	Region	Partner Agency	Agreement Type	Status	Agreement Number	Effective Date	Expiration Date	Remarks
1	Vietnam / Recovery Cooperation	Indo Pacific	Socialist Republic of Vietnam MFA	Agreement	Active		24-Mar-92	Indefinite	
2	Thailand / Security and Force Protection of DOD Personnel	Indo Pacific	US Embassy Bangkok (Thailand)	MOA	Active		16-Dec-97	Indefinite	
3	MCRD Provide Artifacts on Permanent Loan	Scientific Analysis	MCRD San Diego Command Museum	MOU	Active		3-Dec-03	Indefinite	
4	DAFME Consultation Services	Scientific Analysis	Office of the Armed Forces Medical Examiner	MOU	Active		21-Nov-05	Indefinite	
5	US Army Garrison, Hawaii / Admin & Logistical Support	Logistics	US Army Garrison, Hawaii	DD1144	Active	(b)(5)	15-Sep-06	Indefinite	
6	PRC (China) / Missing Personnel Information Cooperation	Indo Pacific	People's Republic of China	MOA	Active		29-Feb-08	Indefinite	
7	BAC/HPO / Cooperation with JPAC	Indo Pacific	Bureau of Arts and Culture/Historic Preservation Office, Republic of Palau	MFR	Active		2-Oct-08	Indefinite	
8	United Nations Command (UNC) / JPAC Operations in Korea	Policy & Plans	United Nations Command	MOA	Active		27-Jan-09	Indefinite	
9	Maintenance Activity Kaiserslautern - Maintenance Procedures	Logistics	Maintenance Activity Kaiserslautern	MOA	Active		3-Jul-09	Indefinite	
10	The Republic of Philippines / Support & Services Cooperation	Indo Pacific	Republic of the Philippines	Agreement	Active		3-Jun-11	Indefinite	
11	PNG Nat'l Museum and Art Gallery / Admin Cooperation	Indo Pacific	Papua New Guinea National Museum & Art Gallery	Agreement	Active		21-Jun-11	Indefinite	
12	15th MDG / Dental Forensic Identification of AD Personnel	Surgeon	15th Medical Group (15 MDG) - Joint Base Pearl Harbor - Hickam	MOU	Active		27-Jun-11	Indefinite	
13	MAKRI Annual Coordination Meetings	Indo Pacific	MAKRI, ROK	MFR	Active		8-Aug-11	Indefinite	
14	Republic of Korea Mutual Cooperation	Indo Pacific	ROK	MOA	Active		8-Aug-11	Indefinite	
15	ACE LSEL / Responsibilities for LSEL support of JPAC	Scientific Analysis	Agile Combat Support Directorate, Air Force Life Cycle Management Center	MOA	Active		1-Jun-13	Indefinite	
17	US Army Garrison (USAG) Rheinland-Pfalz / Support Services to JPAC	Europe Mediterranean	US Army Garrison Rheinland-Pfalz	MOA	Active	(b)(5)	23-Jan-14	23-Jan-23	
18	Support services to JPAC in Europe (Misau Army Depot)	Europe Mediterranean	US Army Garrison Rheinland-Pfalz	DD1144	Active	(b)(5)	23-Jan-14	24-Jan-23	
19	7th Engineer Detachment / Equipment Storage and Security	Indo Pacific	7th Engineer Detachment (Dive)	MOU	Active		29-Jan-14	Indefinite	
20	New Agency Network Integration and Operations Support / Network Integration	Logistics	Department of the Interior	IAA	Active	(b)(5)	18-Dec-14	Indefinite	

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21	Termination and Re-establishment of support Agreements (JPAC to DPAA name change) / NAVFAC Vehicle Support	Logistics	NAVFAC Pacific	DD1144	Active	(b)(5)	15-Jun-15	Indefinite	
22	Germany fuel ration card	Logistics	AAFES Fuel Card Program	MOA	Active		4-Sep-15	Indefinite	
23	BASECOM Communications	Information Technology	2d Signal BDE (Previously 5th Signal Command)	DD1144	Active	(b)(5)	1-Oct-15	30-Sep-23	
24	Perform Material Support Maintenance	Logistics	405th Army Field Support Brigade	DD1144	Active		1-Oct-15	30-Sep-20	
25	Tripler Army Medical Center / Medical Maintenance Support Agreement	Surgeon	Tripler Army Medical Center	DD1144	Active		1-Oct-15	30-Sep-20	
26	Yongsan base Support Services	Indo Pacific	US Army Garrison Yongsan	DD1144	Active		7-Oct-15	7-Oct-25	
27	USAMAA-ER Support for EUMED	Europe Mediterranean	US Army Memorial Affairs Activity - Europe Regional	DD1144	Active		12-Nov-15	1-Oct-20	
28	Mission Work Agreement with DFAS	Comptroller	DFAS	Agreement	Active		22-Nov-15	Indefinite	
29	SRE MIA Recovery Mission Support	Partnerships & Innovation	US Army Corps of Engineers	MOA	Active		22-Dec-15	1-Oct-20	
30	VNOSMP - Pre-JFA HN Payment	Indo Pacific	Vietnam Office of Seeking Missing Persons (VNOSMP)	MFR	Active	(b)(5)	25-Feb-16	Indefinite	
31	86th MDG MOA for DPAA Medical Logistical Support	Surgeon	86th Medical Group (86 MDG) - Ramstein AB	DD1144	Active		24-Mar-16	Indefinite	
32	Purchasing and Contracting, Full Time Equivalent (FTE) for two contracting specialists	Logistics	NAVSUP FLC-Yokuska	DD1144	Active	(b)(5)	12-May-16	12-May-25	
34	Geographical Information Systems (GIS) Annual Support, Licensing, and Training	Information Technology	Army Geospatial Center (AGC)	DD1144	Active		1 Aug-16	31-Jul-20	
35	Department of Energy (DOE) / Research Participation Program (ORISE)	Scientific Analysis		MOA	Active		3-Aug-16	30-Sep-21	
37	Defense Health Agency / Healthcare Emergency Services	Surgeon	Defense Health Agency	DD1144	Active		14-Sep-16	30-Sep-21	
38	NATO Underwater Recovery Mission Cooperation (Floating Platform Coordination)	Europe Mediterranean	NATO	MOU	Active		21-Sep-16	21-Sep-21	
39	Korean Ministry of National Defense Agency for KIA Recovery and Identification	Indo Pacific	MAKRI, ROK	MOU	Active		20-Oct-16	Indefinite	
40	National Language Service Corps (NLSC) Linguist Support	Europe Mediterranean	Defense Language and National Security Education Office (DLNSEO)	DD1144	Active	(b)(5)	9-Dec-16	30-Sep-19	
41	Roles & Responsibilities for DIA	Comptroller	Defense Logistics Agency (DLA)	MOU	Active		13-Dec-16	30-Sep-26	
42	15th Wing / Manpower Agreement	Logistics	15th Wing (JBPH-H)	DD1144	Active	(b)(5)	15-Dec-16	15-Dec-25	

Support Agreements Tracker

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43	Defense Information Systems Agency (DISA) / Department of Defense Enterprise Email (DEE)	Information Technology	Defense Information Systems Agency (DISA)	Agreement	Active	(b)(5)	3-Jan-17	Indefinite	
44	Storage of DPAA Equipment at Busan Storage Center (BSC)	Logistics	Busan Storage Center, Korea	MOA	Active	Not listed, but requires funding	5-Jan-17	Indefinite	
45	ICASS FY17-FY20 Embassy New Delhi	Indo Pacific	US Embassy New Delhi (India)	ICASS	Active	(b)(5)	15-Jan-17	2-Jan-20	
46	Identity Protection Management (IPM)	Information Technology	Defense Information Systems Agency (DISA), Joint Service Provider (JSP)	Agreement	Active	(b)(5)	22-Mar-17	30-Sep-26	
47	IT Service Management (ITSM)	Information Technology	US Navy SPAWARSYSCEN San Diego	Agreement	Active	(b)(5)	24-Mar-17	31-Mar-22	
48	Student Internship Program	Partnerships & Innovation	The Robertson Foundation for Government	MOU	Active		31-Mar-17	31-Mar-26	
49	Cybersecurity Service Provider (CSSP)	Information Technology	Defense Information Systems Agency (DISA) American Battle	Agreement	Active	(b)(5)	3-Apr-17	Indefinite	
50	ABMC / Disinterment Cooperation	Policy & Plans	Monuments Commission	MOU	Active		3-Apr-17	30-Sep-20	
52	DFAS / Audit assertion and Response Support	Comptroller	DFAS	MOU	Active		9-Jun-17	9-Jun-22	
53	US Dept of state Office of Language Services	Europe Mediterranean	US Dept of State	IAA	Active	(b)(5)	20-Jun-17	20-Jun-22	
54	NAVSUP Pearl Mail & MHE Maintenance	Logistics	NAVSUP Pearl	DD1144	Active	(b)(5)	1-Jul-17	30-Apr-26	
55	EUCOM Medical Logistics Support	Surgeon	86th Medical Group (86 MDG) - Ramstein AB	MOU	Active	(b)(5)	1-Jul-17	1-Jul-26	
56	Tuskegee University - P3 Partnership	Partnerships & Innovation	Tuskegee University	MOU	Active	(b)(5)	19-Jul-17	19-Jul-21	
57	University of New Orleans / Concerning a Public Private Partnership (3P) for Archaeological Investigations, Field Surveys, Excavations, Research and Analysis of Historical and Archival Records, and Related Research Activities	Partnerships & Innovation	University of New Orleans	MOU	Active		19-Jul-17	19-Jul-21	
58	University of Nebraska / Concerning Distinguishing, Separating and Identifying Commingled Human Remains	Partnerships & Innovation	University of Nebraska, Omaha	MOU	Active		11-Aug-17	11-Aug-21	
59	Kingdom of Cambodia / Terms of Understanding for JFA Ops	Indo Pacific	Kingdom of Cambodia	Agreement	Active		24-Aug-17	24-Aug-27	
60	EUCOM - Conduct of Operations & The Maintenance of a DPAA Detachment-Europe in the US EUCOM AOR	Europe Mediterranean	US EUCOM	MOA	Active		28-Aug-17	28-Aug-26	
61	History Flight INC - P3 Partnership	Partnerships & Innovation	History Flight INC	MOU	Active		29-Aug-17	29-Aug-21	

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62	Ride of the Brotherhood - P3 Partnership	Partnerships & Innovation	Ride of the Brotherhood	MOU	Active		30-Aug-17	30-Aug-21	
64	86 MDG / MOU for Independent Duty Medical Technician Recurrent Training & Preceptorship	Surgeon	86th Medical Group (86 MDG) - Ramstein AB	MOU	Active		8-Sep-17	8-Sep-20	No funds currently obligated. Training is mandated by DPAA Medical Program Credentialing, Certification and Licensure AI 6200.01.
65	Army Geospatial Center (AGC) / Use of Scanning Equipment and Sharing of Space at national Archives & Record Administration	Europe Mediterranean	United States Army Geospatial Center	MOU	Active		13-Sep-17	13-Sep-22	
67	DLA / MOU for Service Provider Audit Support Relating to Defense Agencies Initiative	Comptroller	Defense Logistics Agency (DLA)	MOU	Active		21-Sep-17	21-Sep-26	
68	Supply, Laundry, Food & Organizational Clothing & Individual Equipment (OCIE) MOU	Logistics	402nd AFSC (Schofield Barracks)	DD1144	Active	(b)(5)	22-Sep-17	22-Sep-26	
73	15th MDG / Pharmaceutical Support	Surgeon	15th MDG	MOU	Active		12-Dec-17	11-Dec-26	
75	Philippines / Recovery Cooperation	Indo Pacific	Republic of the Philippines	MOU	Active		N/A	Indefinite	
76	Commander, Naval Health Clinic, Hawaii (NHCH) / Medical Support of JPAC Corpsmen	Surgeon	Naval Health Clinic, Hawaii	MOU	Active				
77	15th MDG / Host Medical Treatment Facility (HMTF) Support Plan	Surgeon	15th Medical Group (15 MDG) - Joint Base Pearl Harbor - Hickam	MOA	Active			Indefinite	
78	US Dept of State / US Dept of State Office of Language Services	Europe Mediterranean			Active	(b)(5)		20-Jun-27	
79	733rd AMS / Log. Mission, Admin Support	Indo Pacific	733d AMS	MOU	Active		29-Mar-18	29-Mar-21	
80	NAVFAC / DPAA West Facilities Agreement	Logistics	NAVFAC Pacific	DD1144	Active		19-Mar-10	19-Mar-21	
81	St Mary's University / Concerning Efforts to Support Accounting for DoD Personnel Still Unaccounted For From Designated Past Conflicts	Partnerships & Innovation	St Mary's University	Agreement	Active		27-Mar-18	27-Mar-20	
82	The Theia Group, Inc / Concerning Efforts to Support Accounting for DoD Personnel Still Unaccounted For From Designated Past Conflicts	Partnerships & Innovation	The Theia Group	Agreement	Active		10-Apr-18	10-Apr-20	
83	Naval History & Heritage Command (NHHC) / Fulfilling Requirements of the Sunken Military Craft Act (SMCA)	Partnerships & Innovation	Naval History & Heritage Command (NHHC)	MOU	Active		19-Mar-18	29-Mar-27	
84	University of Tennessee / Concerning Efforts to Support the Full and Accurate Accounting for DoD Personnel Still Unaccounted for from Designated Past Conflicts	Partnerships & Innovation	University of Tennessee	Agreement	Active		8-May-18	8-May-20	

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87	University of Queensland / Concerning Efforts to Support Accounting for DOD Personnel Still Unaccounted for From Designated Past Conflicts	Partnerships & Innovation	University of Queensland	Agreement	Active		17-May-18	17-May-20	
88	Institute of Maritime History / Concerning Efforts to Support Accounting for DOD Personnel Still Unaccounted for From Designated Past Conflicts	Partnerships & Innovation	Institute of Maritime History	Agreement	Active		21-May-18	21-May-20	
89	Deep Sea Productions / Concerning Efforts to Support Accounting for DOD Personnel Still Unaccounted for From Designated Past Conflicts	Partnerships & Innovation	Deep Sea Productions	Agreement	Active		31-May-18	31-May-20	
91	Scripps Institution of Oceanography - University of California at San Diego / Concerning the Efforts to Support Accounting for DoD Personnel Still Unaccounted For From Designated Past Conflicts	Partnerships & Innovation	Scripps Institution of Oceanography - University of California at San Diego	Agreement	Active		19-Jun-18	19-Jun-20	
92	Naval Computer & Telecommunications Area Master Station (NCTAMS) / COMSEC Support	Information Technology	Naval Computer & Telecommunications Area Master Station (NCTAMS)	MOU	Active		20-Jun-18	20-Jun-27	
93	MIA Recovery Network / Concerning Efforts to Support Accounting for DoD Personnel Still Unaccounted For From Designated Past Conflicts	Partnerships & Innovation	MIA Recovery Network	Agreement	Active		9-May-18	2-May-20	
95	Kwajalein MIA Project / Concerning Efforts To Support Accounting for DoD Personnel Still Unaccounted For From Designated Past Conflicts	Partnerships & Innovation	Kwajalein MIA Project	Agreement	Active		29-Jun-18	29-Jun-20	
96	University of Delaware/ Concerning Efforts To Support Accounting for DoD Personnel Still Unaccounted for From Designated Past Conflicts	Partnerships & Innovation	University of Delaware	Agreement	Active		9-Jul-18	9-Jul-20	
98	Archaeological Field Activities in the Republic of Palau	Partnerships & Innovation	The BentProp Project, Limited	Agreement	Active		23-Jul-18	23-Jul-20	
99	Archaeological Field School and Recovery Work near the Moon-sur-Elle, Manche Department, Normandy Region, Republic of France	Partnerships & Innovation	Saint's Mary University of Halifax	Agreement	Active		30-Jul-18	30-Jul-20	
101	Concerning efforts to support accounting for DoD Personnel still unaccounted for from designated past conflicts.	Partnerships & Innovation	Task Force Dagger	MOU	Active		30-Jul-18	30-Jul-20	

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102	NAVSUP and DPAA agreement for material handling equipment (MHE) maintenance and mail services (Human Capital function)	Logistics	NAVSUP	Agreement	Active		15-Aug-18	15-Aug-23	
103	DD1144 Between DPAA and DISA to provide Technical Support for SIPRNET	Information Technology	DISA	DD1144	Active	(b)(5)	1-Oct-17	30-Sep-20	
104	Western Carolina University/ Archaeological excavation work and recovery with Republic of Germany	Partnerships & Innovation	Western Carolina University	Contract	Active		30-Jul-18	30-Jul-19	
106	WHS/IN servicing and EEO Support	HCD	WHS	Agreement	Active		29-Aug-18	29-Aug-19	
107	Cranfield University/Archaeological Recovery with Republic of Germany	Partnerships & Innovation	Cranfield University	Agreement	Active	(b)(5)	30-Jul-18	30-Jul-19	
108	University of Utah/ Support accounting for DoD personnel still unaccounted for	Partnerships & Innovation	University of Utah	MOU	Active		4-Sep-18	4-Sep-19	
109	Efforts in support to account for DOD personnel from past military and civil conflicts and missing persons in Cyprus	Partnership & Innovations	Committee of Missing persons in Cyprus	MOU	Active		7-Sep-18	7-Sep-20	
110	Efforts in support of accounting for missing DOD personnel from designated past conflicts	Partnership & Innovations	PFC Lawrence Gordon Foundation	MOU	Active		7-Sep-18	7-Sep-20	
111	Australian Department of Defence/Purpose is to recognize the collaborative bilateral relationship between the participants in working together to locate, recover and appropriately commemorate personnel from U.S. and Australia who remain unaccounted for.	Plan & Policy	AODD	MOU	Active		24-Aug-18	Indefinite	
112	Engage in forensic anthropological investigations, isotopic research, and other related research activities.	Partnership & Innovations	California State University, Chico	MOU	Active		7-Sep-18	7-Sep-20	
113	DDOS Language Service Interpretation Services	Europe, Mediterranean	DDOS Language Services	Agreement	Active	(b)(5)	5-Oct-18	30-Nov-19	
114	NAVFAC / DPAA West Facilities Agreement	Logistics	NAVFAC Pacific	DD1144	Active		26-Sep-18	26-Sep-27	
115	Republic of Korea Ministry/Support accounting for DoD personnel still unaccounted for	Indo Pacific	Republic of Korea Ministry	Agreement	Active		13-Aug-18	Indefinite	
116	ICASS Port Moresby/Administrative support services	Indo Pacific	ICASS Port Moresby	MOU	Active		1-Oct-18	29-Sep-19	
117	Cranfield University to support accounting for DoD personnel still unaccounted for from designated past conflicts	Partnerships and Innovations	Cranfield University	MOU	Active		22-Oct-18	22-Oct-20	
118	Fuller possible accounting for DoD personnel still unaccounted for from past military conflicts.	Partnerships and Innovations	Western Australian Museum	MOU	Active		25-Oct-18	25-Oct-20	
119	Reimburse USAREUR for mortuary supplies, services and 3rd party charges provided to DPAA.	Europe Mediterranean	US Army Regional Mortuary Europe/Africa	DD1144	Active	(b)(5)	1-Dec-18	30-Nov-23	

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120	Croatian Minister of Veterans Affairs / Searching for, accounting for, and repatriating the remains of U.S. personnel.	Europe Mediterranean	Croatian Minister of Veterans Affairs	MOU	Active		13-Nov-18	Indefinite	
121	DLA/ Service Provider Audit Support Relating to (DAI)	Comptroller	DLA	MOU	Active		11-Dec-18	30-Sep-21	
122	JUSMAGPHIL supports OPAA operations in the following manner: Provide supplies, administrative, logistical, and personnel required to support the disinterment, recovery, transfer, and processing of osseous remains and material evidence from Host Nation's Governmental and public/private organizations to designated U.S. Governmental facilities.	Indo Pacific	JUSMAGPHIL (JOINT U.S. MILITARY ASSISTANCE GROUP, PHILIPPINES)	DD1144	Active	(b)(5)	17-May-18	Indefinite	
123	Ships of Exploration and Discovery Research, INC to support accounting for DoD personnel still unaccounted for from designated past conflicts	Partnership & Innovations	SHIPS	MOU	Active		1-Feb-19	1-Feb-21	
124	Kiel University to support accounting for DoD personnel still unaccounted for from designated past conflicts.	Partnership & Innovations	Kiel University (Germany)	MOU	Active		6-Feb-19	6-Feb-21	
125	Breaking Ground Heritage to support accounting for DoD personnel still unaccounted for from designated past conflicts.	Partnership & Innovations	Breaking Ground Heritage	MOU	Active		4-Jun-19	4-Jun-21	

Expires in over 1 yr
Expires in 1 Yr
Expires this Year

Support Agreements Tracker

As of 22 May 2019



**DEPARTMENT OF DEFENSE
FREEDOM OF INFORMATION DIVISION
1155 DEFENSE PENTAGON
WASHINGTON, DC 20301-1155**

Ref: 20-F-0319
August 22, 2024

This is a final response to your November 18, 2019 Freedom of Information Act (FOIA) request, a copy of which is enclosed for your convenience. The Office of the Secretary of Defense/Joint Staff (OSD/JS) FOIA office received your request on November 27, 2019, and assigned it FOIA case number 20-F-0319. We ask that you use this number when referring to your request.

The Defense POW/MIA Accounting Agency (DPAA), a component of the Office of the Secretary of Defense, conducted a search of their records systems and located 84 pages determined to be responsive to your request. Col. Jamie Gonzalez, Chief of Staff, in their capacity as an Initial Denial Authority, has determined that portions of the 84 responsive pages are exempt from release pursuant to 5 U.S.C. § 552 (b)(6), information which, if disclosed, would constitute a clearly unwarranted invasion of the personal privacy of individuals; Please note that we have considered the foreseeable harm standard when reviewing records and applying exemptions under the FOIA in the processing of this request. As for "item 35" in your request description, after thorough searches of the electronic records and files of DPAA, no records of the kind you described could be identified for "item 35".

In this instance, fees for processing your request were below the threshold for requiring payment. Please note that fees may be assessed on future requests.

If you have any questions or concerns about the foregoing or about the processing of your request, please do not hesitate to contact the Action Officer assigned to your request, Aris Indino, at aris.m.indino.ctr@mail.mil or 571-372-0477. Additionally, if you have concerns about service received by our office, please contact a member of our Leadership Team at 571-372-0498 or Toll Free at 866-574-4970.

Should you wish to inquire about mediation services, you may contact the OSD/JS FOIA Public Liaison, Toni Fuentes, at 571-372-0462, or by email at OSD.FOIALiaison@mail.mil. You may also contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, MD 20740
E-mail: ogis@nara.gov
Telephone: 202-741-5770
Fax: 202-741-5769
Toll-free: 1-877-684-6448

You have the right to appeal to the appellate authority, Ms. Joo Chung, Assistant to the Secretary of Defense for Privacy, Civil Liberties, and Transparency (PCLT), Office of the Secretary of Defense, at the following address: 4800 Mark Center Drive, ATTN: PCLFD, FOIA Appeals, Mailbox #24, Alexandria, VA 22350-1700.

Your appeal must be postmarked within 90 calendar days of the date of this response. Alternatively, you may email your appeal to osd.foia-appeal@mail.mil. If you use email, please include the words "FOIA Appeal" in the subject of the email. Please also reference FOIA case number 20-F-0319 in any appeal correspondence.

We appreciate your patience in the processing of your request. As stated previously, please contact the Action Officer assigned to your request, Aris Indino, and reference FOIA case number 20-F-0319, if you have any questions or concerns.

Sincerely,

Stephen L. Fisher

For Stephanie L. Carr
Chief

Enclosures:
As stated

DEFENSE POW/MIA ACCOUNTING AGENCY

Correspondence Routing Sheet, 11 AUG/INT 2015

SUSPENSE:	26 FEB 2016	CORRESPONDENCE CONTROL #:												
DATE CREATED:	23 FEB 2016	CATMS #:												
SUBJECT:	Director Response: Vietnam JFA Advance Payments													
ACTION OFFICER:	(b)(6)		DIRECTORATE:											
ROUTING:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3">ACTION REQUIRED:</th> <th colspan="2">Date:</th> <th rowspan="2">Initial</th> </tr> <tr> <th>Info</th> <th>Coord</th> <th>Sign</th> <th>In</th> <th>Out</th> </tr> </table>		ACTION REQUIRED:			Date:		Initial	Info	Coord	Sign	In	Out	COMMENTS:
ACTION REQUIRED:			Date:		Initial									
Info	Coord	Sign	In	Out										
DIR			5											
DD														
PD		4				<i>Ready to sign!</i> <i>2/24 change the font & readable & delete DPAA cert & his name (letterhead shows this)</i>								
COS														
DCOS		3												
GC														
SEL														
FO DC	Logged In													
FO HI	Logged In													
OC														
PP		1		2/24	2/24	<i>mgf</i>								
SP														
EM														
AP		2		2/24	2/24	Regional Director and SEA MDT (former Det 2 commander (b)(6))								
SA														
HCD														
FM														
IT														
EPM														
LG														
SG														
SE														
SO														
RM														
ES														

SUMMARY NOTES:

- Notes:**
1. All actions begin with a correspondence control number assigned from the Front Office.
 2. All Divisions and Special Staff should be included during routing. If one is not included, specify the reason in the summary.
 3. Actions are expected to be expedited through the routing process to allow for a thorough review by all coordinating offices and suspense date compliance.
 4. Action Officers are responsible for tracking actions and ensuring suspense compliance.
 5. If you have routing questions, see the Front Office Staff.

DEFENSE POW/MIA ACCOUNTING AGENCY

2300 DEFENSE PENTAGON
WASHINGTON, D.C. 20301-2300

24 February 2016

FROM: [REDACTED] Chief Financial Officer
TO: Mr. Linnington



SUBJECT: Response: Vietnam Advance JFA Payments

- This response has been coordinated with Policy and Plans and Asia-Pacific Regional Directorate.
- Policy and Plans will ensure delivery of the letter.



DEFENSE POW/MIA ACCOUNTING AGENCY

2300 DEFENSE PENTAGON
WASHINGTON, D.C. 20301-2300

Ambassador Nguyen Ba Hung
Director, Vietnam Office for Seeking Missing Persons
1 Ton That Dam – Ba Dinh
Hanoi, Vietnam

FEB 25 2016

Dear Mr. Ambassador:

Please accept my greetings and best wishes to you, your family, and our colleagues on the VNOSMP. I hope you and your family had a most enjoyable New Year's celebration.

This will acknowledge receipt of your recent correspondence concerning advance payments provided to Vietnam prior to the initiation of a joint field activity (JFA). My deputy, Brigadier General Mark Spindler, and my principal director, Mrs. Fern Sumpter Winbush, have also discussed this matter with me based on the concerns you expressed during their recent meeting with you in Hanoi. I appreciate the concerns which prompted your bringing this matter to my attention.

After discussions with my budget staff, I am pleased to advise I am authorizing an increase in the advance -JFA payment from \$1M USD to \$2M USD starting with the 123rd JFA (16-3VM). I am directing BG Spindler to work with our detachment commander in Hanoi, LTC Romel Pajimula, to implement this change.

I wish you and your family much happiness, success, and good fortune during the Year of the Monkey.

Sincerely,



Michael S. Linnington
Director

SUPPORT AGREEMENT

1. AGREEMENT NUMBER (Provided by Supplier) U.S. Army Geospatial Center		2. SUPERSEDED AGREEMENT NO. (If this replaces another agreement)		3. EFFECTIVE DATE (YYYYMMDD) 20180215		4. EXPIRATION DATE (May be "Indefinite") Indefinite	
5. SUPPLYING ACTIVITY				6. RECEIVING ACTIVITY			
a. NAME AND ADDRESS U.S. ARMY Geospatial Center (AGC) 7701 Telegraph Road Alexandria, VA 22315-3864				a. NAME AND ADDRESS Defense POW/Accounting Agency (DPAA) [REDACTED] 590 Moffet St., Bldg. 4077 JBPHH, HI 96853 Tel: [REDACTED]			
b. MAJOR COMMAND Army Corps of Engineers (ACE)				b. MAJOR COMMAND OSD			
7. SUPPORT PROVIDED BY SUPPLIER							
a. SUPPORT (Specify what, when, where, and how much)				b. BASIS FOR REIMBURSEMENT		c. ESTIMATED REIMBURSEMENT	
PURPOSE: AGC intends to provide aerial reconnaissance, terrain analysis, and remote sensing activities in support of the DPAA accounting mission in the Europe-Mediterranean Directorate's region. See block 12 for additional details. Pop: 15 February 2018 - 14 February 2019. The Government estimate for FY18 funding is \$1000.00 Productive Work Year = Indefinite, see Economy Act Requirements (Block 13). AGC TECH POC: [REDACTED] AGC FIN POC: [REDACTED] DPAA TECH POC: [REDACTED] DPAA FIN POC: [REDACTED]				FY18 Estimated Cost to be paid (TOR) TOTAL ESTIMATED FUNDING		1000.00 1000.00	
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO				<input type="checkbox"/> YES <input type="checkbox"/> NO			
8. SUPPLYING COMPONENT				9. RECEIVING COMPONENT			
a. COMPTROLLER SIGNATURE		b. DATE SIGNED		a. COMPTROLLER SIGNATURE		b. DATE SIGNED	
				[REDACTED]		20180213	
c. APPROVING AUTHORITY				c. APPROVING AUTHORITY			
(1) TYPED NAME				(1) TYPED NAME			
				[REDACTED]			
(2) ORGANIZATION		(3) TELEPHONE NUMBER		(2) ORGANIZATION		(3) TELEPHONE NUMBER	
				Chief of Staff		[REDACTED]	
(4) SIGNATURE		(5) DATE SIGNED		(4) SIGNATURE		(5) DATE SIGNED	
10. TERMINATION (Complete only when agreement is terminated prior to scheduled expiration date.)							
a. APPROVING AUTHORITY SIGNATURE		b. DATE SIGNED		c. APPROVING AUTHORITY SIGNATURE		d. DATE SIGNED	

11. GENERAL PROVISIONS *(Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)*

- a. The receiving components will provide the supplying component projections of requested support. *(Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)*
- b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of
See block 6a prior to changing or cancelling support.
- c. The component providing reimbursable support in this agreement will submit statements of costs to:
See block 6a
- d. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.
- e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.
- f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

ADDITIONAL GENERAL PROVISIONS ATTACHED:

☐

YES

☐

NO

12. SPECIFIC PROVISIONS *(As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)*

- a. Funding: This support agreement does not document the obligation of funds between the Parties. Obligation of funds will occur only upon mutual consent of an chargeable activity. Supplier will send requester an acceptance of funds received once the supplier has received an applicable, signed funding document, e.g., a signed Military Interdepartmental Purchase Request MIPR), or DD Form 448.
- b. Effective Date: This support agreement takes effect beginning on the day after the last Party signs.
- c. All raw data, reports, and any other information generated pursuant to this ISSA must be in a transmittable, usable format that complies with all DoD rules, regulations, policies, and conforms with DPAA software applications. Data, reports, and other pertinent information shall be delivered according to specifications conveyed to AGC via separate document. All data, reports, and other pertinent information shall be delivered for review within 30 days of completion of field activities. Final acceptance of reports is dependent upon review, revision, and approval by DPAA.

ADDITIONAL SPECIFIC PROVISIONS ATTACHED:

☐

YES

☐

NO

13. ADDITIONAL PROVISIONS *(Use this space to continue general and/or specific provisions, as needed.)*

a. **ECONOMY ACT REQUIREMENTS** - Reference Economy Act, Title 31, U.S. Code section 1535 Regulations (FMR), Volume 11a, Chapter 3 ('Economy Act Orders'), paragraph 030303 ('Interagency Support'):

- (1) Reimbursement, in accordance with the Economy Act, will be: based on actual costs incurred by the Supplying Activity for support provided to the Receiving Activity.
- (2) The Supplier has existing capabilities to provide the support without jeopardizing its assigned missions and use of this support agreement is in the best interests of the U.S. Government.
- (3) The supplies/services cannot be obtained conveniently or economically by contracting directly with a private source.
- (4) The Supplier has the capability or expertise to enter into a contract for such supplies or services that is not available within the Receiving Activity.
- (5) The determination and finding requirements outlined in FAR-Sub part 17.502-2 are hereby satisfied by this agreement.

b. Any extension of funds requires prior approval by the POC in 8c. All orders should be closed out NLT 45 days after confirmation of final billing to facilitate return to customers of any funds excess to actual.

Points of Contact:

Customer Liaison:

Technical POC:

Financial POC:

**STATEMENT OF INTENT BETWEEN THE
UNITED STATES OF AMERICA
AND THE
REPUBLIC OF THE PHILIPPINES
ON THE INVESTIGATION, RECOVERY, AND IDENTIFICATION OF
REMAINS OF AMERICAN MILITARY PERSONNEL PREVIOUSLY
DEPLOYED IN THE PHILIPPINES DURING WORLD WAR II**

The Republic of the Philippines and the United States of America, hereinafter referred to as the "Participants,"

Recognizing that the Philippines and the United States stood together side by side to defend freedom during World War II,

Understanding that there are still U.S. soldiers who fought in that war in the Philippines who are considered missing or remain unaccounted for,

Desiring to honor the shared sacrifices made by the armed forces of both their countries, have jointly decided as follows:

PARAGRAPH I

The Participants intend to embark on joint missions to recover the remains of U.S. soldiers who died in active duty during World War II in the Philippines. Missions to recover remains are to include research, investigation, recovery and identification of Prisoners of War (POW) and Missing in Action (MIA).

PARAGRAPH II

The missions are to be led by the Department of National Defense of the Republic of the Philippines and the Joint POW/MIA Accounting Command (JPAC) of the United States of America.

PARAGRAPH III

The Participants are to regularly consult each other and maintain an active exchange of information relating to the conduct of missions in the Philippines and should encourage training and participation of other relevant agencies on matters of forensics.

PARAGRAPH IV

The implementation of missions is expected to be defined by Implementing Guidelines upon which the Participants intend to mutually decide.

PARAGRAPH V

All jointly conducted missions are to be consistent with all existing laws and regulations of both Participants.

PARAGRAPH VI

The Participants understand that this statement is not legally binding under international law or under the national laws and regulations of either Participant. This statement is to come into operation on the date of signing. Either Participant may discontinue its participation at any time but should endeavor to provide 90 days' written notification to the other Participant of its intent to do so.

In witness hereof, the participants have hereunto signed this Statement of Intent this 3rd day of June, 2011 in Manila.


FOR THE GOVERNMENT OF
THE REPUBLIC OF THE PHILIPPINES

By:


HARRY K. THOMAS, JR.
Ambassador

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

By:


ALBERT F. DEL ROSARIO
Secretary of Foreign Affairs

SIGNED IN THE PRESENCE OF:


Deputy Director, Policy and Negotiations
U.S. Pacific Command


HONORIO S. AZCUETA
Undersecretary of National Defense

Memorandum of Understanding
United States Pacific Command, Joint POW/MIA Accounting Command
and
Republic of Korea, Ministry of National Defense
Agency for KIA Recovery & Identification

The United States Pacific Command, Joint POW/MIA Accounting Command(JPAC) met with the Republic of Korea(ROK), Ministry of National Defense Agency for KIA Recovery & Identification(MAKRI) and reached the following arrangements to cooperate in the development of recovery and personnel accounting operations associated with the Korean War.

1. AGREEMENTS

A. Annual Meeting

JPAC/MAKRI will alternately host annual coordination meetings from once to twice a year to facilitate cooperation and ensure common issues and goals are coordinated.

1. JPAC/MAKRI will update each side on accomplishments, collected data, plans for future operations, and requirements to expand common interests and advance operations.
2. Schedules and agendas for the annual coordination meeting will be mutually determined in advance, at minimum two months prior to the proposed meeting.
3. Each side will cover their own expenditures associated with this annual meeting.

B. Joint Investigation & Recovery Operations

JPAC/MAKRI will collaborate on investigation and recovery operations in the ROK.

1. MAKRI personnel may accompany JPAC investigation and recovery teams and JPAC personnel may accompany MAKRI teams when conducting operations in the ROK.
2. Each organization will exchange their operations schedule for conducting investigation and excavation operations in the ROK not later than September of the year prior to operations.
3. Both organizations will assist each other in providing information, locating witnesses, and supporting personnel for investigation and recovery.

C. Joint Forensic Review

Both organizations agree to hold a Regular or Ad hoc Joint Forensic Review(JFR) whenever remains are recovered or when remains are unilaterally turned over by a third party.

1. Both organizations will provide information regarding the recovered remains for the JFR at all times.
2. Both organizations will cooperate for an effective forensic review.

D. Scientific Information Exchange

JPAC will provide in-service training and scientific consultation to visiting MAKRI scientists, schedule permitting.

1. The Scientific Exchange Program's curriculum will be, at a maximum, three months engaging up to three persons.

2. Necessary expenses will be covered by MAKRI.
3. The potential candidate will have a working knowledge of the English language and basic skills for communication, however JPAC may supply an interpreter in the beginning.
4. MAKRI will submit requests to JPAC in writing a minimum of six months prior to the proposed exchange.
5. JPAC will support the Scientific Exchange Program by preparing and processing educational materials and assisting in arranging necessary conveyance and facilities for the MAKRI personnel.

E. Joint Working Group Composition and Operation

JPAC/MAKRI will organize a Joint Working Group to facilitate investigation and recovery operations in the ROK from the Korean War. Both sides will jointly establish mutually supporting operating procedures.

F. Details about cooperation between the two sides is recorded in the SOP


II. JOINT CONSIDERATIONS

Both sides will consider ways to safely conduct investigation and recovery operations within the boundaries of the Demilitarized Zone (DMZ).

III. UNDERSTANDINGS

- A. This Memorandum is not intended to be a binding International Agreement between the United States and the Republic of Korea Government.
- B. It is an agreement for both sides to discharge their best efforts. Any disagreements regarding the interpretation or application of the Memorandum shall be resolved by consultation by the representatives concerned.
- C. This Memorandum will replace the Memorandum for Record concluded on 5 August 2008 between JPAC and ROK Army.
- D. This Memorandum is valid from the date of signing until a new memorandum is concluded.
- E. This Memorandum of Understanding has been drawn up in two copies each in the English and Korean languages, both texts being equally authentic. DONE in Hawaii(JPAC) on 8 August 2011.

STEPHEN D. TOM
Major General, U.S. Army
Commander, Joint POW/MIA
Accounting Command



(b)(6)



**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED NATIONS COMMAND
AND
THE JOINT POW/MIA ACCOUNTING COMMAND**

1. SUBJECT: Support to the Joint POW/MIA Accounting Command (JPAC) for operations in the Korean Peninsula to account for missing Americans as a result of past conflicts.

2. UNC/UNCMAC MISSION RELATED TO REMAINS: The Commander, United Nations Command (UNC) is responsible for maintaining the Korean Armistice. The UNC component of the Military Armistice Commission (UNCMAC), operating under the cognizance of the UNC Commander, is the principal authority for monitoring and maintaining the Armistice Agreement in the Demilitarized Zone (DMZ), Han River Estuary and contiguous waters. UNCMAC also approves and facilitates DMZ access and Military Demarcation Line (MDL) crossings including movements through the transportation corridors. UNCMAC conducts remains repatriations of US, Korean, and other nation remains in Korea. The Commander, UNC is also the Commander, US Forces Korea (USFK) and may authorize the use of US assets in Korea to support UNC/UNCMAC in performing its mission.

3. JPAC MISSION: The Joint POW/MIA Accounting Command (JPAC) is a Direct Reporting Unit of the US Pacific Command, responsible for conducting operations to achieve the fullest possible accounting of Americans unaccounted for as a result of our nation's past conflicts. JPAC functions include: analysis, archival research, operational/technical talks, investigations, recoveries, repatriations, identifications, and reporting.

4. PURPOSE: UNC and JPAC hereby enter into an agreement for support requirements in the form of personnel, resources, and facilities to be provided by UNC/UNCMAC/USFK to JPAC to accomplish JPAC mission objectives on the Korean Peninsula.

5. AUTHORITY:

- a. 10 United States Code (USC) 1501 – 1513
- b. DoD Directive 2310.5, Accounting for Missing Persons, 31 January 2000
- c. DoD Directive 2310.7, Personnel Accounting -- Losses Due to Hostile Acts, 10 November 2003
- d. DoD Transition Plan for JPAC; Annex J, Command Relationships, 1 October 2003
- e. DoD Instruction 4000.19, Interservice and Intragovernmental Support, 9 August 1995
- f. Korean Armistice Agreement, 27 July 1953
- g. Subsequent Agreements to the Korean Armistice Agreement and specifically a subsequent agreement, Understanding on Administrative Details for the Delivery and Reception of Bodies of Military Personnel of Both Sides, 17 August 1954
- h. Subsequent Agreements to the Korean Armistice Agreement and specifically a subsequent agreement, Agreement on Remains-related Matters, 24 August 1993

- i. Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personnel Effects, 22 December 2000
- j. UNC Regulation 551-4, Compliance with the Korean Armistice Agreement, 22 September 2003
- k. Memorandum from the Commander, UNC to the Commander, US Pacific Command and the Deputy Assistant Secretary of Defense for POW/Missing Personnel Affairs, subject: Disposition of United Nations Command (UNC) Korean War Remains, 1 July 2005
- l. UNC Policy Letter #2005-001, Disposition of UNC Remains Recovered in Korea, 1 July 2005

6. AGREEMENTS:

- a. The fullest possible accounting of all Americans missing as a result of past US conflicts is one of our Nation's highest priorities.
- b. JPAC J5 Directorate and UNCMAC Secretariat Office will conduct initial interface and coordination for JPAC activities on the Korean Peninsula.
- c. Notification of mission requests will be on a yearly basis from JPAC to the UNCMAC Secretariat Office via the JPAC fiscal year Operations Plan (OPLAN) published in June of the previous fiscal year. UNCMAC Secretariat Office will coordinate the OPLAN within the UNC/USFK staff to determine the ability of the Commands to support mission requirements and notify JPAC within 60 days of receipt of the OPLAN of the ability to support mission dates. If missions cannot be supported due to on-peninsula operational constraints or if mission dates are changed by JPAC, JPAC will resubmit new mission dates for approval via Fragmentary Orders to the OPLAN. Upon mission approval, UNC will authorize Direct Liaison Authority (DIRLAUTH) with USFK staff elements for mission support requirements.
- d. JPAC will notify UNC immediately when / if "pop-up" mission requirements occur on the Korean Peninsula due to accidental discovery of remains believed to be American or due to new information passed to in-country JPAC teams requiring immediate action. "Pop-up" missions may also occur as a result of information passed by UNCMAC or other on-peninsula organizations to JPAC.
- e. Each Joint Field Activity (JFA) will be preceded by a Warning Order (WARNO) on or about D-120 and an Operations Order (OPORD) no later than D-90. These orders will formally define the augmentation requirements for each mission. The UNC/USFK Operations Directorate (U/J3), in coordination with UNCMAC, will support these requirements from on-peninsula forces via the UNC/USFK Effects-based Fragmentary Order (E-FRAGO).
- f. JPAC understands that UNC will support missions only if they do not adversely affect USFK and/or Component missions. If a Component's mission requires the unexpected return of specialists in order to complete critical or emergency mission functions, the Component will contact the UNCMAC Secretariat Office and JPAC to provide a notice of termination of mission. UNC/USFK J3 will publish a formal Release Order after coordination with JPAC Directorate of Operations (JPAC/J3).

- g. Remains recovered during excavation operations will normally be transported to JPAC within three days of the conclusion of the Joint Field Activity (JFA) and the conduct of an appropriate UNC "departure" ceremony, as determined by UNC.
 - 1) At the discretion of the UNC, a repatriation or departure ceremony will be conducted at the conclusion of a JFA. JPAC teams will participate in such ceremonies as requested and upon approval of the JPAC Commander.
 - 2) The Recovery Leader (JPAC anthropologist/archeologist) will typically maintain Chain of Custody in accordance with JPAC's standard operating procedures. Chain of Custody will be transferred to UNC/USFK to prepare for and conduct the departure ceremony.
 - 3) UNC/USFK will transfer Chain of Custody to the Recovery Leader upon completion of the departure or repatriation ceremony. The JPAC team will then accompany the remains to the JPAC Central Identification Laboratory in Hawaii.
 - 4) UNC/USFK will conduct appropriate ceremonies and trans-ship the remains within 30 days following the end of the JFA. To minimize deleterious change to the remains (e.g. bacteria/mold/fungus growth), trans-shipment will normally take place no later than 15 days following the end of the JFA.

7. JPAC RESPONSIBILITIES:

- a. Provide operational situational reports (SITREP) on mission progress to UNCMAC Secretariat Office, USFK and appropriate US Embassy personnel during joint field activities.
- b. Fund all TDY costs associated with movement of JPAC personnel deployed to the Korean Peninsula.
- c. Assume responsibility for operational costs associated with JPAC deployed personnel and mission requirements. Funding / reimbursement procedures are outlined in Paragraph 10 of this MOA.
- d. Notify UNC immediately when remains are recovered from an excavation site to allow maximum time to arrange the appropriate departure ceremony.
- e. Ensure deployed personnel follow JPAC and USFK Standards of Conduct.
- f. Exercise tactical control of augmented personnel during the duration of investigation or recovery operations.
- g. Provide all information technology hardware, including, but not limited to, cell phones, computers, printers, monitors, external hard drives, memory cards, routers, etc. for JPAC deployed and liaison personnel.
- h. Upon arrival and prior to beginning in-country operations, JPAC's Liaison Officer will brief the UNCMAC Secretariat Office on planned operations.
- i. Provide forensic consultation service for USFK on an "as requested" basis.

- j. Conduct a field forensic review prior to departure ceremony if remains were not recovered by a JPAC "bone certified" anthropologist.
- k. Prior to departure, the Investigation or Recovery Team Leader conducts an out-brief with the UNCMAC Secretariat Office.
- l. Participate in UNC departure ceremonies, as requested by UNC/USFK and approved by JPAC Commander.
- m. Ensure compliance with Republic of Korea (ROK) and international laws and regulations governing transport of remains.

8. UNC/UNCMAC RESPONSIBILITIES:

- a. UNCMAC Secretariat Office will serve as the Executive Agent for UNC to coordinate Component and Host Nation support to JPAC investigation and recovery missions for remains from past conflicts and hostile acts within the Korean Peninsula.
- b. Obtain UNC/USFK staff coordination on annual JPAC OPLANS for operations in the Republic of Korea (ROK). Obtain approval for JPAC operations from the Chief of Staff, UNC/USFK and notify JPAC J5 Directorate in writing (e-mail notification is acceptable). Approval will also constitute DIRLAUTH between JPAC and USFK staff elements.
- c. Coordinate with appropriate UNC/USFK agencies for storage and workspace, communications support, vehicle support and logistics support, as required, to conduct historical research, coordinate field requirements, and support investigation and remains recovery operations as follows:
 - 1) Provide administrative work space for JPAC's Liaison Officer, when and if required, for coordinating field operations and mission requirements.
 - 2) Provide secure and unsecure network connectivity, via existing resources, as required.
 - 3) Provide telephone support with the local garrison provider to include DSN, local and international phone service. Telephone service will be provided on a reimbursable basis.
 - 4) Provide warehouse space to maintain JPAC critical supplies for small-scale deployments via existing resources.
 - 5) Provide vehicles and drivers to JPAC, on a reimbursable basis, as required.
 - 6) Coordinate UNC/USFK personnel augmentation and logistical requirements to support JPAC operations.
 - 7) Support Korea theater specific required training in accordance with USFK Reg 350-2 for all JPAC teams deployed to ROK, if not accomplished prior to arrival.
 - 8) Support JPAC medical evacuation (MEDEVAC) requirements with in-theater assets to include the use of helicopters to transport patients from point of injury to the 121 Hospital on Yongsan Army Garrison.

- d. Advise the ROK Ministry of National Defense (MND), ROK Joint Chiefs of Staff and appropriate ROK Army Infantry Divisions when JPAC operations are planned for areas north of the ROK "civilian control line". These notifications will be accomplished in coordination with the UNC-ROK Advisory Group (ROKAG).
- e. Approve access into the DMZ for JPAC teams when planned operations can be conducted in a safe and secure manner and not compromise the security of the ROK. UNCMAC will coordinate DMZ access for JPAC teams with the appropriate ROK Army Infantry Divisions. UNCMAC will also accompany JPAC on all operations in the DMZ. (NOTE: ROK Army Infantry Divisions may recommend disapproval of requests to enter the DMZ in their areas of operations for reasons of safety or when planned activities could adversely impact operational requirements.)
- f. Conduct "departure" / repatriation ceremonies within three days of conclusion of a JFA on the Korean Peninsula. Remains of US military members will normally be transported via military airlift to JPAC by the JPAC recovery team for identification purposes. UNC will assist JPAC personnel with necessary ROK approvals and appropriate ROK documents for remains transported via commercial air by JPAC personnel. For remains either found or provided the JPAC investigation teams, UNC will assist in securing the remains at USFK Mortuary Office until such time the remains can be transported to JPAC following review by JPAC anthropologists.
- g. Take responsibility for and transfer any remains of ROK soldiers or Korean Augmentees to the US Army (KATUSA) recovered by JPAC to the ROK MND in accordance with (IAW) standard UNC procedures.
- h. Ensure repatriation of remains of North Korean People's Army (KPA) and Chinese Peoples Volunteers are discussed with the KPA in Panmunjom; and, remains of service members from UNC Sending States will be provided to the appropriate nation IAW "Authority" Reference I.

9. ANNUAL COORDINATION / PLANNING MEETINGS: The JPAC Commander, or designated representative, and the UNC Deputy Chief of staff, or designated representative (and members of the respective staffs, as appropriate) will coordinate annually (or as required) to:

- a. Ensure the most efficient methods are applied to achieve the fullest possible accounting of US personnel who remain missing as a result of past conflicts on the Korean Peninsula.
- b. Review past and future planned field investigation and/or excavation requirements, and items of mutual interest to advance the fullest possible accounting of Americans still missing from the Korean War.
- c. Revalidate the contents of this MOA and determine the need for modifications of this agreement, as appropriate.

10. FUNDING / REIMBURSEMENT:

- a. All activities under this MOA shall be subject to the availability of funds appropriated for such purposes. Normally, JPAC and UNC/USFK will fund their respective mission requirements through internal funding. However, when mutually agreed to by both parties, JPAC may:


- 1) Fund for TDY costs (lodging, per diem, etc.) associated with the use of Korean Service Corps (KSC) drivers and laborers.
 - 2) Fund/reimburse, in accordance with paragraph 10.c, overtime salary costs associated with the use of Korean Service Corps (KSC) drivers and laborers.
 - 3) Fund for lease/rental of vehicles and equipment used to support JPAC missions.
- b. When mutually agreed upon, JPAC will reimburse UNC, USFK, and/or Installation Management Command-Korea (IMCOM-K) for those requirements agreed upon during annual coordination meetings. UNCMAC Secretariat Office will provide JPAC Comptroller the USFK/IMCOM-K estimate for expenditures during mission coordination.
 - c. JPAC funds will be submitted via MIPR to Eighth US Army G4 Resource Manager.
 - d. Funding will be provided, on a mission by mission basis, by JPAC during each fiscal year with the amount based on the joint review per paragraphs 10.a. through 10.b. above.
 - e. Any material increase in mission requirements beyond that agreed upon in this MOA will be identified and funded separately from this agreement by JPAC.

11. PRIOR MEMORANDA OF AGREEMENT: This agreement represents the first agreement between JPAC and UNC to formally establish coordination procedures.

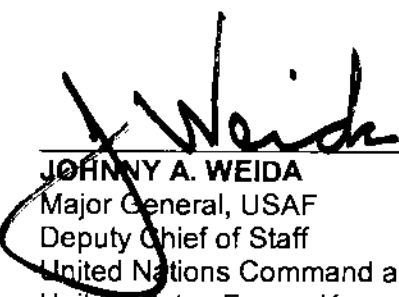
12. EFFECTIVE DATE: This agreement shall be effective upon signature of all parties.

13. AMENDMENTS: This agreement may be revised at any time upon the mutual consent in writing of the parties.

14. TERMINATION: This agreement may be terminated at any time by written mutual consent of the parties to the agreement. This agreement may also be terminated unilaterally by either party 180 days after providing written notification to the other party.


DONNA L. CRISP
Rear Admiral, USN
Commander
Joint POW/MIA Accounting Command
United States Pacific Command

27 Jan 2009
Date


JOHNNY A. WEIDA
Major General, USAF
Deputy Chief of Staff
United Nations Command and
United States Forces Korea

12 DEC 08
Date

CABLE
of
The Socialist Republic of Vietnam Ministry of Foreign Affairs
to
The United States State Department

Hanoi, 24 March 1992

In accordance with the request of the United States Government and in a humanitarian spirit, the government of the Socialist Republic of Vietnam agrees to permit the United States Government to establish an office of the United States in Hanoi with the goal of expediting resolution of the issue of Americans missing from the War in Vietnam.

The Socialist Republic of Vietnam Ministry of Foreign Affairs, with the permission of the Government of Vietnam, promulgates the attached regulations as a basis for operations of the U.S. office.

The above-mentioned regulation will take effect from the day this cable is sent.

The Socialist Republic of Vietnam sends respectful greetings to the United States Department of State.

((Seal of the SRV Ministry of Foreign Affairs))

REGULATION
U.S. Office in Hanoi
for resolving the issue of Americans missing from the war in Vietnam
-:=:-

Article 1
General Provision

1- In accordance with the request of the Government of the United States of America (hereafter referred to as the United States Government), with humanitarian spirit, the Socialist Republic of Vietnam (hereafter referred to as the Government of Vietnam) agrees to let the United States Government establish an office in Hanoi to resolve the issue of Americans missing in the Vietnam War (hereafter referred to as the MIA issue).

2- The U.S. Office is permitted to carry the name of the office in Vietnamese as the U.S. MIA Office, and cannot carry the national emblem or fly the national flag outside the office. U.S. Office vehicles will carry "NN" registration plates, owned solely by foreigners. The vehicle of the office chief cannot carry the national flag.

3- The U.S. office is made up of an office chief and up to five other permanent members in Hanoi. These members can alternate. The number of office members can only be increased with the advance agreement of Vietnam.

Article 2
Role – Responsibility

The role of the U.S. Office is to coordinate with the Vietnam Office for Seeking Missing Persons (hereafter referred to as the Vietnam Office) to:

- a) Exchange and research information on Americans not yet accounted for;
- b) Investigate situations where there is information about Americans not yet accounted for;
- c) Recover and identify remains when there is information of remains;
- d) Organize the hand over of remains to the U.S.;
- e) Draft programs and plans for investigations, excavations, and joint U.S. - Vietnam forensic reviews;
- f) Organize advance work for joint Vietnam and U.S. MIA operations.

Article 3
Rights and Obligations

- 1 - a) Members of the U.S. office are not afforded diplomatic and consular privileges, but the issue of criminal responsibility will be resolved through diplomatic channels.

b) Members of the U.S. Office are responsible for respecting Vietnamese law as well as Vietnamese regulations with regards to contact relationships and travel of foreigners in Vietnamese territory.

2 - The U.S. Office is permitted to rent an office and accommodations for the members, according to current regulations in Vietnam.

3 - The U.S. Office and its members are permitted to import the following goods duty free the first time; or within 12 months from when they arrive in Vietnam, but must pay customs fees according to current regulations:

a) Office equipment, vehicle, and other materials necessary for office operations

b) Vehicle, household goods and reasonable personal items of the members.

Large equipment and supplies imported duty free, if not completely consumed in Vietnam, must be re-exported. If sold in Vietnam, permission must be granted from the jurisdictional agency.

4 - Vietnam permits and creates favorable conditions for contact by letter, telex, telegram, telephone, and fax between the U.S. Office and agencies associated with the office outside of Vietnam, as well as with U.S. Government personnel while working on the MIA issue in Vietnamese localities, in accordance with Vietnam Post Office regulations.

All information conveyances must be registered with the Vietnam Post Office before importation, and permission must be granted by the Vietnam Post Office before use.

5 - The U.S. Office and members of the office are permitted to open accounts in foreign currency and Vietnamese Dong derived from foreign currency at the State Bank of Vietnam.

6 - The U.S. office is permitted to hire Vietnam service personnel such as drivers, cooks, interpreters, secretaries, maids... through functional agencies of Vietnam.

7 - Vietnam agrees to permit medical evacuation aircraft to enter Vietnam airspace and land at designated Vietnamese airports when a member of the U.S. Office is injured or seriously ill, in accordance with Vietnamese and International Commercial Air Organization (ICAO) flight rules and regulations.

Article 4 Implementation Provision

1 - The U.S. Office will implement this regulation with the coordination of the Vietnam Office.

2 - This regulation can be supplemented or amended when the relationship of the two countries changes.

3 - This regulation takes effect from the time the Vietnam Ministry of Foreign Affairs delivers this cable to the U.S. Department of State and expires after 30 days from the time the Vietnam Ministry of Foreign Affairs sends a cable requesting it come to an end or because the U.S. State Department has a cable request./.

C O Ũ N G H À M

của

Bộ Ngoại giao Cộng hòa Xã hội chủ nghĩa Việt Nam
gửi

Bộ Ngoại giao Hoa Kỳ

Hà Nội, ngày 24 tháng 3 năm 1992

Thế theo đề nghị của Chính phủ Hoa Kỳ và trên tinh thần nhân đạo, Chính phủ Cộng hòa xã hội chủ nghĩa Việt Nam đồng ý để Chính phủ Hoa Kỳ lập một văn phòng của Hoa Kỳ tại Hà Nội nhằm thúc đẩy nhanh việc giải quyết vấn đề người Mỹ mất tích trong chiến tranh Việt Nam.

Bộ Ngoại giao Cộng hòa xã hội chủ nghĩa Việt Nam, được phép của Chính phủ Việt Nam, ban hành Quy chế kèm theo làm cơ sở cho hoạt động của Văn phòng Hoa Kỳ.

Bản Quy chế nói trên sẽ bắt đầu có hiệu lực kể từ ngày gửi công hàm này.

Bộ Ngoại giao Cộng hòa xã hội chủ nghĩa Việt Nam xin gửi Bộ Ngoại giao Hoa Kỳ lời chào trân trọng.



Q U Y C H Ế

Văn phòng Hoa Kỳ tại Hà Nội
về giải quyết vấn đề người Mỹ mất tích
trong chiến tranh ở Việt Nam.

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Điều 1

Điều khoản chung

1- Thẻ theo đề nghị của Chính phủ Hợp chúng quốc Hoa Kỳ (sau đây gọi tắt là Chính phủ Hoa Kỳ), trên tinh thần nhân đạo, Chính phủ Cộng hòa xã hội chủ nghĩa Việt Nam (sau đây gọi tắt là Chính phủ Việt Nam) đồng ý để Chính phủ Hoa Kỳ lập Văn phòng tại Hà Nội để giải quyết vấn đề người Mỹ mất tích trong chiến tranh Việt Nam (sau đây gọi tắt là vấn đề MIA).

2- Văn phòng Hoa Kỳ được phép mang biển tên của Văn phòng bằng tiếng Việt là Văn phòng Hoa Kỳ về người Mỹ mất tích, không treo quốc huy và quốc kỳ ở ngoài cơ quan. Xe của Văn phòng Hoa Kỳ được mang biển "NN", chỉ quyền sở hữu của người nước ngoài. Xe của Trưởng Văn phòng không được mang quốc kỳ Hoa Kỳ.

3- Văn phòng Hoa Kỳ gồm có một trưởng phòng và có thể tới 5 thành viên khác làm việc thường xuyên ở Hà Nội. Những người này có thể luân phiên. Số thành viên của Văn phòng chỉ có thể tăng với sự đồng ý trước của Việt Nam.

Điều 2

Chức năng - nhiệm vụ

Chức năng của Văn phòng Hoa Kỳ là phối hợp với Cơ quan Việt Nam tìm kiếm người mất tích (sau đây gọi tắt là Cơ quan Việt Nam) để :

- a) Trao đổi và nghiên cứu thông tin về người Mỹ chưa được kiểm kê ;
- b) Điều tra những trường hợp có thông tin về những người Mỹ chưa được kiểm kê ;

- c) Thu hồi, nhận dạng hài cốt khi có tin về hài cốt ;
- d) Tổ chức trao trả hài cốt cho Hoa Kỳ ;
- e) Vạch chương trình và kế hoạch cho các cuộc điều tra, khai quật, nhận dạng chung Mỹ - Việt Nam ;
- f) Tổ chức tiền trạm cho các hoạt động chung giữa Việt Nam và Hoa Kỳ về vấn đề MIA.

Điều 3

Quyền hạn và nghĩa vụ

1- a) Các thành viên của Văn phòng Hoa Kỳ không được hưởng đặc quyền ngoại giao và lãnh sự, song vẫn đề trách nhiệm hình sự của họ sẽ được giải quyết bằng con đường ngoại giao.

b) Các thành viên của Văn phòng Hoa Kỳ có trách nhiệm tôn trọng luật pháp của Việt Nam cũng như những qui định của Việt Nam đối với quan hệ tiếp xúc và di lại của người nước ngoài trên lãnh thổ Việt Nam.

2- Văn phòng Hoa Kỳ và các thành viên được phép thuê nhà làm trụ sở và nơi ở cho các thành viên, theo thể lệ hiện hành ở Việt Nam.

3- Văn phòng Hoa Kỳ và các thành viên được phép nhập các mặt hàng sau đây miễn thuế hải quan lần đầu hoặc trong vòng 12 tháng kể từ khi họ đến Việt Nam nhưng phải nộp lệ phí hải quan theo thể lệ hiện hành :

- a) Trang thiết bị Văn phòng, xe cộ, vật tư khác cần thiết cho hoạt động của Văn phòng.
- b) Xe cộ, trang bị nhà cửa và đồ dùng cá nhân hợp lý của các thành viên.

Những trang thiết bị lớn đã được nhập miễn thuế nếu không tiêu thụ hết ở Việt Nam, phải tái xuất. Nếu bán ở Việt Nam, phải xin phép cơ quan có thẩm quyền.

4- Việt Nam cho phép và tạo điều kiện thuận lợi cho việc liên lạc bằng túi thư, telex, điện báo, điện thoại, fax giữa

Văn phòng Hoa Kỳ với các cơ quan liên quan với Văn phòng ở ngoài Việt Nam cũng như với nhân viên Chính phủ Hoa Kỳ trong khi làm việc về MIA ở các địa phương Việt Nam phù hợp với qui định về bưu điện Việt Nam.

Mọi loại phương tiện thông tin phải đăng ký với Bưu điện Việt Nam trước khi nhập và được Bưu điện Việt Nam cho phép trước khi sử dụng.

5- Văn phòng Hoa Kỳ và các thành viên của Văn phòng được phép mở tài khoản ngoại tệ và tiền đồng có gốc ngoại tệ tại Ngân hàng Nhà nước Việt Nam.

6- Văn phòng Hoa Kỳ được phép thuê mướn nhân viên phục vụ người Việt Nam như lái xe, cấp dưỡng, phiên dịch, thư ký, tạp vụ... thông qua cơ quan chức năng của Việt Nam.

7- Việt Nam đồng ý sẽ cho phép máy bay cấp cứu y tế vào không phận Việt Nam và hạ cánh xuống các sân bay được chỉ định của Việt Nam trong trường hợp một thành viên của Văn phòng Hoa Kỳ bị thương hoặc ốm nặng, phù hợp với luật lệ và qui tắc bay của Việt Nam và của Tổ chức hàng không dân dụng quốc tế (ICAO).

Điều 4

Điều khoản thực hiện

1- Văn phòng Hoa Kỳ thực hiện quy chế này với sự phối hợp của Cơ quan Việt Nam.

2- Quy chế này có thể được bổ sung hoặc sửa đổi khi tình hình quan hệ 2 nước có sự thay đổi.

3- Quy chế này có hiệu lực kể từ khi Bộ Ngoại giao Việt Nam gửi công hàm đến Bộ Ngoại giao Hoa Kỳ và hết hiệu lực sau 30 ngày kể từ khi Bộ Ngoại giao Việt Nam có công hàm yêu cầu kết thúc hoặc do Bộ Ngoại giao Hoa Kỳ có công hàm yêu cầu./.

**MEMORANDUM OF ARRANGEMENT BETWEEN THE DEPARTMENT OF
DEFENSE, THE UNITED STATES OF AMERICA AND THE MINISTRY OF
NATIONAL DEFENSE, THE PEOPLE'S REPUBLIC OF CHINA TO
ESTABLISH AND DEVELOP MILITARY ARCHIVES COOPERATION
ACTIVITIES TO SEARCH FOR INFORMATION RELATING TO U.S.
MILITARY PERSONNEL MISSING IN ACTION BEFORE, DURING, AND
AFTER THE KOREAN WAR**

The Department of Defense of the United States of America (hereinafter referred to as "the U.S. side") and the Ministry of National Defense of the People's Republic of China (hereinafter referred to as "the Chinese side"), in order to advance the development of the good cooperative relationship between the two militaries, through friendly consultation, have reached the following arrangement to develop military archives cooperation to search for information relating to U.S. military personnel missing in action before, during, and after the Korean War.

Item One

In order to implement the mutual arrangement between U.S. and Chinese defense and military leaders, both sides will develop this cooperation to reflect shared humanitarian spirit.

Item Two

Both sides intend to develop this cooperation through consultation based on equality and the principles of mutual interest and mutual benefit.

Item Three

The U.S. side will initiate requests, provide leads for investigation, and pay the Chinese side for relevant research and investigation work in accordance with the separate arrangement referred to in Item Four.

In response to the U.S. side's requests, the Chinese side will: 1) arrange for special archival personnel to collect information and leads, from persons who were involved, were eyewitnesses, or have knowledge; and, 2) review, organize, research, and appraise the related military archives and records. Moreover, the Chinese side will provide to the U.S. side all relevant results.

Item Four

Based on the requirements of the Chinese research effort, the Chinese side will submit a proposed team composition and an estimated budget necessary to accomplish their responsibilities. The U.S. side will review the estimated budget and proposed team composition for the Chinese side to accomplish the above-

mentioned responsibilities and tasks. After reaching consensus on these matters, the two sides intend to conclude a separate arrangement that would detail the basis and terms under which the U.S. side will provide funding to the Chinese side for its work. Each year, both sides will review the separate arrangement and amend it as necessary before beginning a new year's work.

Item Five

In order to achieve good positive results through cooperation, the archives department specialists on both sides intend to establish a vehicle for meeting annually. This meeting will be held alternately in the United States and China.

The results during the course of the related cooperation will not be shared with a third nation without the consent of both sides.

The Chinese side's special archival personnel will submit a semiannual report of the progress of their work to DPMO through the U.S. Embassy in Beijing. Should there be any findings and results, the Chinese archival personnel may report such to the U.S. side at any time within the six-month period.

This memorandum of arrangement is not intended to be a binding document.

This arrangement will be effective upon signature by both sides. Either side will notify the other side of its intent to terminate this arrangement by giving written notice six months in advance of the termination.

Done in duplicate in Shanghai, on February 29th, 2008, in the English and Chinese languages, both texts being equally authentic.

**For and on behalf of
The Department of Defense
United States of America**

**For and on behalf of
The Ministry of National Defense
People's Republic of China**



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEFENSE POW/MIA ACCOUNTING AGENCY
AND
RIDE OF THE BROTHERHOOD
CONCERNING EFFORTS TO SUPPORT THE FULLEST POSSIBLE ACCOUNTING
FOR U.S. PERSONNEL STILL UNACCOUNTED FOR FROM DESIGNATED PAST
CONFLICTS

I. INTRODUCTION

- a. The Defense POW/MIA Accounting Agency (DPAA) is the U.S. Government (USG) agency responsible for the entire process of investigation and recovery of unaccounted-for U.S. personnel from past military conflicts. Under applicable U.S. laws, Department of Defense (DoD) and other federal regulations and policies, DPAA is responsible for the fullest possible accounting for missing U.S. personnel, including locating, recovering, and identifying such missing persons, or their remains, from designated past military conflicts.
- b. Ride of the Brotherhood (RotB) is a veteran-run, nonprofit organization dedicated to raising awareness of veterans' issues. RotB, among other activities, advocates for the fullest possible accounting of DoD personnel still unaccounted-for from past military conflicts, primarily from the Vietnam War.
- c. RotB seeks to provide useful support to the DPAA accounting mission.
- d. DPAA and RotB (singularly, "Participant" and, collectively, "the Participants") desire to continue to collaborate, through a public private partnership (P3), as described more fully below, on activities that will contribute to DPAA's mission to account for missing U.S. personnel from designated past military conflicts, and RotB's research and field activities and related historical research. This Memorandum of Understanding (MOU) documents the Participants' intentions regarding this P3 arrangement.
- e. Federal laws, regulations, and policies prohibit DPAA from endorsing any particular non-federal entity (NFE) or its events, products, services, or enterprises (collectively,

its “programs”). Nothing in this MOU constitutes either an explicit or implicit endorsement of RotB, its personnel, or programs. In addition, applicable federal laws, regulations, and policies require that DPAA treat similar entities in the same manner, so DPAA may enter into similar MOUs with other NFEs, as it deems appropriate.

- f. DPAA and RotB recognize that any communications with family members of missing DoD personnel from past conflicts must be coordinated and shall only occur upon prior consent of DPAA.
- g. As provided in various federal laws, regulations, and policies, any data, records, or information concerning unaccounted-for U.S. personnel that is derived from information and activities resulting from this MOU—particularly as found in documents, artifacts, or forms of information provided by DPAA, its employees, contractors, or agents to RotB—is the property of the USG, except as DPAA determines, and excepting RotB’s own proprietary data, records, or information (including intellectual property and copyrighted information) as recognized by the Participants.

II. UNDERSTANDINGS

- a. DPAA intends to, as authorized by applicable laws, regulations, and policies, and as available resources permit:
 - 1. Collaborate, as mutually agreed, with RotB on research and field activities and related historical research that will contribute to DPAA’s mission to account for missing U.S. personnel from past military conflicts.
 - 2. Provide RotB access to selected and approved DPAA and DoD information, including records and documents, related to the accounting mission, for cases and activities mutually agreed to, as permitted by U.S. law and DoD regulations, as may be appropriate for the particular collaborative effort.
 - 3. Accommodate, as mutually agreed, other reasonable requests for support from RotB related to searching for and recovering unaccounted-for U.S. personnel from designated past conflicts, including, among other things, recommending to officials of host nations for RotB personnel to be provided access to select DPAA field activity sites or otherwise assisting with RotB site surveys and investigations, as approved by the host nation.

4. Coordinate with RotB regarding press releases and other publications that relate to DPAA activities, prior to release or publication.
 5. Propose and discuss with RotB possible specific P3 opportunities for DPAA and RotB to contribute to a mutual effort to support the fullest possible accounting for U.S. personnel from designated past conflicts.
 6. When deemed appropriate by DPAA, participate in DPAA-RotB meetings regarding possible strategic partnership opportunities. The dates and locations of such meetings would be determined by mutual understanding.
- b. DPAA intends, as authorized by applicable federal laws, regulations, and policies, to publicly acknowledge—in a mutually agreeable form—RotB’s activities under this MOU, and any other contributions to DPAA, as appropriate.
- c. RotB intends to:
1. Provide support to DPAA, as mutually agreed, regarding DPAA’s accounting mission, as it deems appropriate.
 2. Comply with all host nation requirements prior to conducting any activities related to accounting for missing U.S. personnel.
 3. Propose and discuss possible underlying Partnership Project Agreements (PPA) with DPAA, as mutually agreed, that would contribute to a mutual effort to conduct research or otherwise assist in providing for the fullest possible accounting for U.S. personnel missing from designated past conflicts.
 4. Abide by the Annex that is attached to this document and incorporated herein by reference regarding General Guidelines for Partners Working with DPAA.
 5. When deemed appropriate by DPAA, and as mutually agreed, participate in DPAA-RotB meetings regarding possible P3 opportunities. The dates and locations of the meetings would be determined by mutual understanding.
 6. Upon request, provide the names and professional qualifications and technical certifications of all individuals contributing to the P3 activities related to this MOU to DPAA, as well as the names and professional qualifications and technical certifications of RotB key staff supervising those individuals.

7. Submit a proposal or Project Plan for DPAA's and host nation approval prior to commencing any activity pursuant to this MOU. This Project Plan will, among other things, incorporate all the requirements set forth in the Annex regarding General Guidelines for Partners Working with DPAA that is attached to this document and incorporated herein by reference.
 8. Upon request by DPAA, provide documentation of actions taken to ensure safe P3 activities, including permits, certifications, insurance, safety plans, and other related information.
 9. Not represent that RotB or its employees or other personnel associated with RotB, are employed by, under contract with, or in any way endorsed by DPAA, DoD, or the USG for any reason or purpose.
 10. Not display or use in any manner any official USG, DoD, or DPAA seals or logos.
 11. Not release to any third party any information or records provided to RotB by DPAA without DPAA's explicit written consent.
 12. Coordinate with DPAA regarding all press releases and other public releases of information that relate to any P3 that is the subject of this MOU, prior to release or publication.
 13. Inform DPAA what RotB proprietary information, including intellectual property and copyrighted materials, provided by it to DPAA should be protected from outside release without the explicit consent of RotB.
- d. RotB acknowledges that this MOU does not constitute an endorsement of any kind by DPAA, DoD, or the USG.
 - e. RotB intends to coordinate with DPAA before engaging in any fundraising efforts relating to any activities under this MOU.

III. SPECIFIC P3 EFFORTS

For all research and field activities associated with this MOU, the Participants intend to develop a Project Plan, among other things, and abide by all the requirements set forth in the Annex that is attached to this document and incorporated herein by reference regarding General Guidelines for Partners Working with DPAA.

IV. ASSESSMENT

- a. The Participants intend that assessment of this partnership will be an ongoing activity, including continuous feedback and interaction between DPAA and RotB, which will inform activities throughout the duration of this MOU.
- b. RotB, in coordination with DPAA, intends to provide reports to DPAA on all activities related to the P3 that are the subject of this MOU on a quarterly basis, and intends that such reports will include a description of the activities under this MOU during the preceding quarter.
- c. DPAA intends to conduct quarterly reviews of the activities under this MOU to assess whether or not the purposes of this MOU are being met and the ongoing value of the P3 to DPAA's accounting mission.
- d. Factors DPAA intends to assess may include:
 - 1. The number of accessions affected by activities attributable to this MOU, as estimated by DPAA;
 - 2. The number of identifications attributable to this MOU; and
 - 3. Any cost savings to DPAA directly attributable to RotB's activities under this MOU.
- e. In the event of any differences of opinions between the Participants relating to this MOU or any related activities, the Participants intend to make best efforts to resolve the matter at the lowest level possible. If such efforts are unsuccessful, PR may contact the Director/Deputy Director for Strategic Partnerships, who would evaluate the matter and determine, in coordination with appropriate DPAA leadership/staff, what steps would be taken. The Participants intend that, regardless of whether any such differences of opinions are resolved, such matters will not be referred to any third party for resolution.

V. LIABILITY

- a. RotB intends to release, indemnify, and hold harmless DPAA, DoD, and the USG from and against any claims, demands, actions, liens, rights, subrogated or contribution interests, debts, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated on RotB's participation in any and all activities under or related to this MOU or related PPAs, including any loss

or damage to property or the personal injury or death of any person that may occur as a result of RotB's participation in any and all activities under or related to this MOU or related PPAs, even where such loss, damage, personal injury, or death is caused or contributed to, in any manner, by DPAA, DoD, or the USG.

- b. DPAA accounting fieldwork is performed in a variety of outdoor settings, including but not limited to, underwater locations, tropical jungles, steep valleys and slopes, mountainous/high altitude terrain, open fields, and urban settings. RotB intends that its personnel:
 - 1. Will be medically fit to engage in the physical demands of accounting field missions, including underwater activities and/or hiking long distances in difficult terrain while carrying significant amounts of equipment and supplies, and that they will be able to perform manual labor for extended periods of time in difficult terrain, including hot/humid conditions;
 - 2. Comply with the Centers for Disease Control and Prevention (CDC) medical guidelines relevant to the geographic area where their personnel are working to mitigate medical risk. These guidelines may include immunizations, medical prophylaxis (malaria, TB, etc.), environmental exposure risks (mosquito protection), and other relevant risks; and
 - 3. Have access to medical care while traveling and on site.
- c. DPAA intends to request that RotB provide proof of suitable medical insurance, including coverage for emergency medical evacuation.

V. COSTS

The Participants intend that each is to be solely responsible for any and all costs and expenses associated with its activities related to this MOU, except as may be provided in subsequent Support Arrangements, and that nothing in this MOU obligates the USG or RotB to the expenditure of any funds.

VI. REVIEW AND TERMINATION

- a. The Participants intend that this MOU will have effect from the date of the last signature, and that it will remain in effect for four (4) years, unless either Participant sooner withdraws from this MOU by providing thirty (30) days written notice to that effect to the other Participant, or the Participants express their mutual intent, in writing, to end the MOU.

- b. The Participants intend that either Participant may propose revisions to this MOU, in writing, at any time; that this MOU may only be revised by mutual written understanding of the Participants; and any subsequent Support Arrangements may include terms not found in this MOU and will be by mutual understanding of the Participants.

**DEFENSE POW/MIA ACCOUNTING
AGENCY**

Date: 30 Aug 17


FERN SUMPTER WINBUSH

ACTING DIRECTOR
DEFENSE POW/MIA ACCOUNTING
AGENCY

RIDE OF THE BROTHERHOOD

Date: 29 August 2017


ED LEWIS

PRESIDENT
RIDE OF THE BROTHERHOOD

ANNEX TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEFENSE POW/MIA ACCOUNTING AGENCY
AND
RIIDE OF THE BROTHERHOOD
CONCERNING EFFORTS TO SUPPORT THE FULLEST POSSIBLE ACCOUNTING
FOR U.S. PERSONNEL STILL UNACCOUNTED FOR FROM DESIGNATED PAST
CONFLICTS.

Guidelines for Partners Working with DPAA

General

RotB intends to:

1. Abide by all applicable information release restrictions, laws, and regulations.;
2. Participate without expectation of endorsement, sponsorship, diplomatic intervention, or compensation.
3. Participate without preferential treatment or expectation for sole-sourcing arrangements or contracts.
4. Not conduct any activity that would limit or negate the U.S. Government's (USG's) ability to recover remains or advance a case or mission that involves the search for unaccounted-for U.S. personnel from past conflicts.
5. Not contact families of unaccounted-for U.S. personnel from past conflicts without advance written approval of DPAA and, if for any reason RotB does communicate with family members, it will pass all details and information to its assigned DPAA contact.
6. Not attempt to discredit, embarrass, or harm DPAA, DoD, or other partners.

7. Not solicit payment or donations from family members of unaccounted-for U.S. military personnel from past conflicts specifically for any activities relating to this MOU, or in any way associate any solicitation of contributions with DPAA or this MOU.
8. Not use DoD logos, seals, or insignia, or otherwise represent themselves as employees of the USG.
9. Not have any current or pending business relations with DoD of a conflicting nature, be seeking favorable DPAA action in another matter, or be the subject of pending legal action involving DoD.

Investigation Activities

RotB intends to:

1. Comply fully with relevant USG, host nation, and local laws and regulations, including, but not limited to, providing reports and documentation to host nation authorities in accordance with host nation laws, regulations, or permit requirements.
2. Conduct all investigation operations consistent with the highest of ethical standards befitting a professional archaeologist.
3. Conduct all historical research consistent with the highest of ethical standards befitting a professional historian.
4. Permit only the minimal number of individuals essential for any investigation operation within the boundaries of the investigation area. Exceptions include host nation authorities, medico-legal personnel when appropriate, DPAA representatives, and any other personnel that DPAA determines to be appropriate for the investigation operation;
5. Take all necessary steps to protect site integrity throughout investigative operations, including actions needed to protect the site from unauthorized human or other disturbance or damage for the duration of any action, subject to final approval by DPAA.
6. Cease operations immediately, and notify DPAA, if any unexploded ordnance is discovered at a site until the issue is resolved to the satisfaction of DPAA and RotB.
7. Provide to DPAA at a minimum, the following deliverables for field activities:
 - a. Situation Reports (SITREPs), as required;

- b. Summary of initial findings not later than (NLT) ten (10) days following cessation of site activities;
 - c. Reports (e.g., Draft Site Survey Forms) NLT twenty (20) business days after the fieldwork is complete;
 - d. Supporting Field Documentation (e.g., remote sensing data, hand-drawn site maps; photographs, video, etc.) NLT 20 business days after fieldwork is complete; and
 - e. Situation Reports (SITREP), Serious Incident Reports (SIR), and Pop-up Leads, NLT close of business (COB) Friday each week, or daily, as required by DPAA.
- 8. Make all photography and documentation, including hard copies of hand-drawn or other field-produced maps, electronic data and information, or material evidence collected by RotB and generated in support of the partnership, accessible to DPAA.
- 9. Safeguard, in accordance with relevant USG laws, policies, and regulations, any information that RotB inadvertently receives, or that is provided to RotB, that appears to be protected under the Privacy Act or that is Personally Identifiable Information.
- 10. Take photographs at sites only for purposes of documentation, analysis, and report writing; not take any photographs of any possible human remains or identification media recovered, nor allow such photographs to be taken at any time by any other entity, except as required for recovery efforts; and provide all photographs only to DPAA and not otherwise release them outside of RotB for any purpose, without the express written consent of DPAA;
 - a. Not publicize any photographs of any recovery operation or any recovered evidence, and not report any field operational details to family members, the public, or the news media in any way, including on social media or other websites, without the express written consent of DPAA.
- 11. Not discuss, report, generalize, or detail in any way, shape, or form the recovered materials, including material evidence (i.e., all U.S.-origin property and personal effects, e.g., identification tags, wedding ring, items affixed with a number or other piece of information directly tied to a specific person(s), etc.) and possible human remains, with any entity outside of RotB or DPAA, including family members of the deceased, unless specifically approved in writing in advance by DPAA.

- a. Exceptions include local medico-legal personnel and U.S. or host nation officials with purview over the recovery operations.
- 12. Forward to DPAA any requests received for information from the family, the public, news media, or any other entity not involved in or responsible for the operations.
- 13. Not release information regarding the specific case or the P3 arrangement with DPAA without the written consent of DPAA.
- 14. Obtain and keep current for the duration of any activity under this MOU liability insurance coverage and medical coverage for RotB personnel for such activities.

MEMORANDUM OF UNDERSTANDING
ON ESTABLISHING PROCEDURES FOR SEARCHING FOR, ACCOUNTING FOR,
AND REPATRIATING THE REMAINS OF U.S. PERSONNEL UNACCOUNTED-FOR
FROM WORLD WAR II
WITHIN THE TERRITORY OF THE REPUBLIC OF CROATIA

BETWEEN
THE MINISTRY FOR CROATIAN VETERANS

AND

THE UNITED STATES DEPARTMENT OF DEFENSE, REPRESENTED BY THE
DEFENSE POW /MIA ACCOUNTING AGENCY

The Ministry for Croatian Veterans and the Defense POW/MIA Accounting Agency of the U.S. Department of Defense (hereinafter: the Participants) have reached the following understandings:

I BASIC PROVISION

Article 1

This Memorandum sets forth the mutual intentions of the Participants regarding their relations and methods of cooperation in searching for, accounting for, and repatriating the remains of U.S. personnel believed to be within the territory of the Republic of Croatia, who are unaccounted-for from World War II.

II CONCEPT DEFINITIONS

Article 2

(1) For the purpose of this Memorandum, the remains of U.S. personnel sought within the territory of the Republic of Croatia, were:

1. members of the U.S. Armed Forces who lost their lives during service in World War II,
or

2. persons associated with the U.S. Armed Forces under applicable U.S. law, who lost their lives while participating in World War II.

(2) Loss incident locations, within the meaning of this Memorandum, are locations within the territory of the Republic of Croatia where the remains of unaccounted-for U.S. personnel have been or may be found.

(3) The locations referred to in paragraph 2 of this Article include locations within the state territory of the Republic of Croatia where the remains of unaccounted-for U.S. personnel are believed to be, based upon the historical record, and/or are found subsequently.

III ACTIVITIES OF PARTICIPANTS

Article 3

Mindful of the internal legal regulations of the Republic of Croatia, and the Fourth Geneva Convention of 1949, Part II, Articles 15, 16 and 17, the Ministry for Croatian Veterans intends to provide protection of loss incident locations where the remains of U.S. personnel are known, or believed to be, including protection against the erection of objects that are incompatible with the dignity of these sites, or the erection or removal of objects that impede the search for the remains.

Article 4

Mindful of the internal legal regulations of the Republic of Croatia, and the internal legal regulations of the United States of America, the Defense POW/MIA Accounting Agency of the U.S. Department of Defense intends to provide for the repatriation of remains and final burial of identified U.S. personnel found within the territory of the Republic of Croatia, at its own expense, and in coordination with the competent authorities of the Republic of Croatia.

Article 5

- (1) Given the prior approval of the Ministry for Croatian Veterans, the Defense POW/MIA Accounting Agency of the U.S. Department of Defense intends to organize a search for the remains of unaccounted-for U.S. personnel, as well as the exhumation and repatriation of these remains from the territory of the Republic of Croatia to the territory of the United States.
- (2) The Participants intend that the Defense POW/MIA Accounting Agency of the U.S. Department of Defense may import its own equipment and material to the territory of the Republic of Croatia, in accordance with the provisions on customs procedures and other relevant matters in the *Agreement between the Government of the United States of America and the government of the Republic of Croatia on the Status of United States Forces in the Republic of Croatia*, signed in Washington, April 3, 2008 (hereafter, the 2008 Agreement).
- (3) The Participants intend that the exhumation and intrastate transfer of the remains of unaccounted-for U.S. personnel referred to in paragraph 1 of this Article may be carried out by the Defense POW/MIA Accounting Agency of the U.S. Department of Defense with the written permission of the Ministry for Croatian Veterans, and in accordance with prior coordination between the Participants.
- (4) The Participants intend that investigation, exhumation, and intrastate transfer of the remains of unaccounted-for U.S. personnel referred to in paragraph 1 of this Article may also be carried out by a partner of the Defense POW/MIA Accounting Agency of the U.S. Department of Defense, and in coordination with the Ministry for Croatian Veterans.

- (5) The Participants establish that the costs associated with paragraphs 1, 2, 3 and 4 of this Article will be borne by the Defense POW/MIA Accounting Agency of the U.S. Department of Defense.

Article 6

- (1) The Participants intend that the procedures referred to in Article 5 of this Memorandum will be initiated case-by-case with a request delivered to the Ministry for Croatian Veterans for the issuance of a permit to search for, exhume, and/or repatriate the remains, and it will contain the following information:
1. known, or believed to be, loss incident location for the remains of one or more unaccounted-for U.S. personnel;
 2. county, city, municipality of the loss incident location;
 3. geographic coordinates of the loss incident location;
 4. estimated number of unaccounted-for U.S. personnel at the loss incident location;
and
 5. period and circumstances of the loss.
- (2) The Participants intend that the request for issuance of the permit referred to in paragraph 1 of this Article will be submitted to the Ministry for Croatian Veterans by diplomatic means, no later than six months prior to the intended exhumation start date, and that in the case of only non-invasive investigative activities being planned, to include metal detecting, the request will be submitted no later than three months prior to the intended investigation start date.
- (3) The Participants intend that, prior to issuing the permit referred to in paragraph 1 of this Article, the Ministry for Croatian Veterans of the Republic of Croatia will, in accordance with the internal legal regulations of the Republic of Croatia, conduct the necessary actions and procedures to obtain the approvals of other competent authorities of the Republic of Croatia which are an integral part of the permit issued by the Ministry for Croatian Veterans of the Republic of Croatia.
- (4) The Participants intend that the written permit issued by the Ministry for Croatian Veterans will be submitted to the Defense POW/MIA Accounting Agency of the U.S. Department of Defense prior to the intended exhumation start date, or prior to the intended investigation start date.
- (5) If, during the process described in this article, item 3., it is established that the Government authorities of the Republic of Croatia have a criminal proceeding and/or are collecting information regarding the location of disappearance, and/or it was established that on the location of disappearance there are human remains of a citizen of the Republic Croatia from the Second World War or post-war period, for which a request from this article, item 1., has been made, the Participants will organize and conduct jointly an exhumation of the human remains.

- (6) The Participants intend that the method of exhumation and repatriation of the remains of U.S. personnel referred to in paragraph 1 of this Article will be performed in accordance with the standard operating procedures of the Defense POW/MIA Accounting Agency of the U.S. Department of Defense, and with the internal legal regulations of the Republic of Croatia.
- (7) The Participants intend that the costs of exhumation and repatriation of remains of U.S. personnel referred to in paragraph 1 of this Article will be borne by the Defense POW/MIA Accounting Agency of the U.S. Department of Defense.

Article 7

- (1) The Participants intend that, upon the successful exhumation, repatriation, and identification of the remains of U.S. personnel, and appropriate notifications to their families, the Defense POW/MIA Accounting Agency of the U.S. Department of Defense will submit to the Ministry for Croatian Veterans reports containing the following information:
1. location where the exhumation of the remains was carried out;
 2. county, city, municipality where the exhumation of the remains was carried out;
 3. geographic coordinates of the site where the exhumation of the remains was carried out;
 4. descriptive data of the exhumation site;
 5. date(s) of the exhumation of the remains;
 6. number of personnel whose remains were exhumed;
 7. personal identity of the U.S. personnel whose remains were recovered;
 8. probative objects found alongside the remains - military and/or personal equipment, (e.g., military identification tags, wallets, uniform remnants, etc.);
 9. circumstances surrounding the death(s) of U.S. personnel;
 10. date of repatriation of the remains; and
 11. location of final resting place for the remains.
- (2) An integral part of the record referred to in paragraph 1 of this article is the photo documentation and/or video of the exhumation of the remains of U.S. personnel.
- (3) The Participants intend that the reports referred to in paragraph 1 of this Article will typically be submitted to the Ministry for Croatian Veterans by diplomatic means, and directly, no later than eighteen months after the identification of the remains.

Article 8

- (1) The Participants intend that, in the case referred to in Article 5, paragraph 1, specifically, the repatriation of remains of U.S. personnel from the territory of the Republic of Croatia to the territory of the United States of America, when necessary, the Ministry for Croatian Veterans will take measures for dignified provisional care of the remains within the territory of the Republic of Croatia until such time as the remains can be repatriated to the U.S.

- (2) The Participants intend that temporary custody of the remains of U.S. personnel referred to in paragraph 1 of this Article will be conducted under prior coordination between the Participants.
- (3) The Participants intend that the Ministry for Croatian Veterans, and the other competent authorities of the Republic of Croatia that it coordinates with, will ensure that the identity, or suspected identity, of unaccounted-for U.S. personnel is not revealed to the public until after such time that a positive identification has been made, and the Defense POW/MIA Accounting Agency of the U.S. Department of Defense issues a press release with the identity of the previously unaccounted-for person(s).

Article 9

Exhumation of the remains of unaccounted-for U.S. personnel, and their repatriation from the territory of the Republic of Croatia to the territory of the United States, may be attended by representatives of the state authorities of the Participants, upon prior coordination between them.

Article 10

- (1) The Participants intend that, pursuant to prior coordination, other bodies of each Participant's government may participate in the implementation of this Memorandum in accordance with each Participant's domestic laws.
- (2) The Participants intend that, in the case referred to in paragraph 1 of this Article, their competent authorities will act consistent with this Memorandum.

Article 11

The Ministry for Croatian Veterans intends to, in accordance with internal legal regulations of the Republic of Croatia, provide support or take action to obtain the necessary approvals and documentation of the competent authorities of the Republic of Croatia, with the aim of facilitating the uncovering of unaccounted-for remains of U.S. personnel.

Article 12

The Participants, as well as the authorized bodies of the Participants referred to in Article 10 of this Memorandum, and mindful of the provisions of the 2008 Agreement, shall respect the internal legal regulations of the Republic of Croatia in the implementation of this Memorandum.

Article 13

The Participants intend to exchange knowledge and experience with regards to the search for and accounting for remains of persons killed in connection with World War II.

III FINAL PROVISIONS

Article 14

The Participants intend that this Memorandum will come into effect on the date of its signature and will continue in effect for an indefinite period of time, and that:

- (1) Either Participant may at any time terminate this Memorandum by written notice to the other Participant, in which case this Memorandum will cease to have effect ninety (90) days from the date of receipt of the notice of termination; and
- (2) The termination of this Memorandum will not affect the completion of the activities and obligations commenced under this Memorandum and which were not completed at the time of termination, in the absence of a separate mutual understanding between the Participants regarding such activities.

Signed in Zagreb, Croatia, on November 13, 2018, in two originals, each in the Croatian and English languages, both texts being equally valid.

TOMO MEDVED
MINISTER
FOR THE MINISTRY
FOR CROATIAN VETERANS OF
REPUBLIC OF CROATIA



KELLY K. MCKEAGUE
DIRECTOR, DEFENSE POW/MIA
ACCOUNTING AGENCY
FOR THE DEPARTMENT OF DEFENSE
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MEMORANDUM OF UNDERSTANDING
ON ESTABLISHING PROCEDURES FOR SEARCHING FOR, ACCOUNTING FOR,
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- (2) The Participants intend that temporary custody of the remains of U.S. personnel referred to in paragraph 1 of this Article will be conducted under prior coordination between the Participants.
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Article 11

The Ministry for Croatian Veterans intends to, in accordance with internal legal regulations of the Republic of Croatia, provide support or take action to obtain the necessary approvals and documentation of the competent authorities of the Republic of Croatia, with the aim of facilitating the uncovering of unaccounted-for remains of U.S. personnel.

Article 12

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Article 13

The Participants intend to exchange knowledge and experience with regards to the search for and accounting for remains of persons killed in connection with World War II.

III FINAL PROVISIONS

Article 14

The Participants intend that this Memorandum will come into effect on the date of its signature and will continue in effect for an indefinite period of time, and that:

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- (2) The termination of this Memorandum will not affect the completion of the activities and obligations commenced under this Memorandum and which were not completed at the time of termination, in the absence of a separate mutual understanding between the Participants regarding such activities.

Signed in Zagreb, Croatia, on November 13, 2018, in two originals, each in the Croatian and English languages, both texts being equally valid.

TOMO MEDVED
MINISTER
FOR THE MINISTRY
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REPUBLIC OF CROATIA



KELLY K. MCKEAGUE
DIRECTOR, DEFENSE POW/MIA
ACCOUNTING AGENCY
FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA

Attachment D:

ORDER FOR SERVICES

DEFENSE POW/MIA
ACCOUNTING AGENCY (DPAA)

KINGDOM OF CAMBODIA (KOC)
POW/MIA COMMITTEE

TO FACILITATE LOGISTICS
SUPPORT DURING JOINT FIELD
ACTIVITIES

**ORDER FOR SERVICES
BETWEEN
THE DEFENSE POW/MIA ACCOUNTING AGENCY
(DPAA) AND
THE KINGDOM OF CAMBODIA (KOC) POW/MIA COMMITTEE
TO FACILITATE LOGISTICS SUPPORT
DURING JOINT FIELD ACTIVITIES**

SECTION I. PURPOSE

The Defense POW/MIA Accounting Agency (DPAA) and the Kingdom of Cambodia (KOC) POW/MIA Committee, hereinafter referred to as the Participants, have reached the following understandings with regard to basic terms, conditions, and procedures to facilitate the provision of logistics support to DPAA for investigative and recovery operations during the period of 24 August 2017 through 24 August 2027.

SECTION II. SUPPORT PROVISIONS

The following logistics support, supplies, and services may be provided by the KOC POW/MIA Committee to DPAA:

- a. Excavation and investigation operational support
- b. Security of Joint Field Activity (JFA) search site(s), vehicles, lodging, and equipment
- c. Administrative support to include translation/interpretation services
- d. Laborers
- e. Other such logistics support, supplies, and services that may be requested and available

SECTION III. TERMS AND CONDITIONS

1. The Participants intend that the above listed logistics support, supplies, and services may be requested in writing in the format attached at Annex A and signed by an authorized individual representing the KOC POW/MIA Committee, for the provision of specific logistics support, supplies, and services pursuant to this document. Instructions and a standard request form are attached at Annex A. Requests are expected to include all the data elements in Annex A, as well as any other terms and details necessary to carry out the transfer. Requests may be placed only by the U.S. Points of Contact, or designees, identified by the participants in Annex B of this document. Requests may be accepted only by the KOC Point of Contact, or designees, identified by the participants in Annex C of this document. All requests and related correspondence are to reference this document.

2. In pricing a reimbursable transaction, the Participants confirm the following reciprocal pricing principles:

- a. The Participants understand that DPAA may request services during the conduct of JFAs or in preparation thereof, and that the KOC POW/MIA Committee intends to arrange such

services.

b. The Participants confirm, subject to proper documentation and the availability of funds appropriated for such purposes, the following rates of reimbursement for any of the requested and delivered services outlined in Section II or to personnel directly involved with, or directly in support of, JFAs or other POW/MIA activities:

(1) Chairman of the POW/MIA Committee	\$8 per hour; not to
(2) Vice Chairman, POW/MIA Committee	exceed \$64 per day
(3) POW/MIA Committee Member	\$6 per hour; not to
(4) KOC Provincial Official	exceed \$48 per day
(5) Provincial Security Personnel	\$20/day
(6) Laborers	\$15/day
(7) Witnesses	\$10/day
(8) Drivers	\$23/day
(9) Per Diem for remote JFA sites	\$5/day

3. To ensure accountability, the individual designated by DPAA to receive the services should sign the standard request form (Annex A) in the appropriate block, as evidence of receipt. If the standard request form is not available at the KOC POW/MIA Committee's point of issue, the individual receiving the services should sign the receipt provided by the KOC POW/MIA Committee as a substitute, noting the existence of this document on the receipt document.

4. When required by exceptional circumstances, DPAA may make advance, partial, or progress payments for services to permit purchase of supplies necessary for field activities. When the KOC POW/MIA Committee requests advance payment because of insufficient funds available, the KOC POW/MIA Committee acknowledges that a spending plan itemizing the cash flow required for contract performance is necessary, accompanied by adequate security interests on behalf of the United States to ensure performance. The KOC POW/MIA Committee, in conjunction with DPAA, intends to ensure detailed receipts with signatures are secured for all services rendered during the JFA and prior to final payment.

5. The Participants intend to provide per diem when security and labor personnel are working at geographically isolated sites and personnel must remain at the field site. A geographically isolated site is defined as a site that is more than a two-hour walk from the nearest village. The Participants further intend these funds to be for the purchase of provisions and recognize that per diem is generally paid in advance based on an estimated time the security and labor personnel services are required at the JFA site.

6. DPAA intends to pay the cost of the lodging for Phnom Penh based KOC POW/MIA Committee members, including driver(s), while TDY for DPAA activities.

7. DPAA intends to pay fuel costs for DPAA-provided vehicles used by Phnom Penh based KOC POW/MIA Committee members in direct support of DPAA logistics support requirements as outlined in Section II.
8. DPAA intends to pay all maintenance costs, including manufacturer recommended periodic services as required in the owner's service manual, for DPAA-provided vehicles used by Phnom Penh based KOC POW/MIA Committee members in direct support of DPAA logistics support requirements and during periods of routine use in support of DPAA activities in Cambodia. The Participants intend that an estimate will be provided and approval obtained from DPAA prior to any maintenance on DPAA owned vehicles. Following maintenance work, a receipt will be submitted in order to receive reimbursement for maintenance performed on DPAA vehicles.
9. The Participants acknowledge that payments may be made in cash or through the U.S. Embassy to the KOC POW/MIA Committee for disbursement for all services.
10. The Participants intend that KOC POW/MIA Committee's Billing Point of Contact (POC) is to submit invoices accompanied by necessary support documentation and receipts to DPAA's paying POC after delivery of the services. The Participants intend that final payment will be made in the currency of the United States within 30 days of the date of the invoice through cash transfer between the Participants or through transfer arranged by the U.S. Embassy.
11. The Participants acknowledge that the logistics support, supplies, and services arranged through this document are not to be retransferred, either temporarily or permanently, to any entity other than DPAA.

SECTION IV. ADDITIONAL PROVISIONS

1. The Participants acknowledge that:
 - a. the United States does not pay rewards for remains and/or the copying/photographing of archival photographs.
 - b. the KOC POW/MIA committee is responsible for coordinating with local government and civilian officials to arrange their assistance and cooperation, as requested and necessary.
 - c. this understanding is not intended to be a binding international agreement.
 - d. the obligation of funds pursuant to this understanding is subject to the availability of funds appropriated for such purposes.

SECTION V. INTERPRETATION, MODIFICATIONS AND REVISIONS

1. The Participants intend that any disagreements or disputes regarding the interpretation or application of this order, or transactions executed hereunder, will be resolved through consultation between them and will not be referred to an international tribunal or third party for settlement.
2. The Participants intend that this Order for Services may only be modified or revised by written consent of both Participants.

SECTION VI. OPERATIVE PERIOD

The terms of this Order for Services, which consists of Sections I-VI and Annexes A through C, apply upon the date of the last signature. The Participants intend this Order to be operative for a period of TEN (10) years, unless discontinued earlier by the mutual written consent of the Participants or by either Participant by giving not less than 180 days advance notice in writing to the other Participant of its intent to cease participation. Notwithstanding the end of operations under this Order, all expectations of reimbursement incurred pursuant to its terms remain outstanding until satisfied.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Order for Services.



Mark Spindler
Brigadier General, USA
Deputy Director
Defense POW/MIA Accounting Agency



Sieng Lapresse
Undersecretary of State,
Ministry of the Interior and
Vice Chairman, POW/MIA Committee

LIST OF ANNEXES

ANNEX A – Minimum Essential Data Elements

ANNEX B – U.S. Points of Contact

ANNEX C – KOC Points of Contact

ANNEX A

MINIMUM ESSENTIAL DATA ELEMENTS

1. Notation on the Form-Request in accordance with the DPAA – KOC POW/MIA Committee arrangement to Facilitate Acquisition of Logistic Support during Joint Field Activities
2. Date of request
3. Designation and address of office to be billed
4. Numerical listing of stock numbers of items, if any
5. Quantity and description of material/services requested
6. Quantity furnished
7. Unit of Measurement
8. Unit price in U.S. dollars as agreed to in the request
9. Quantity furnished (6) multiplied by unit price (8)
10. Currency in U.S. dollars as agreed to in the request
11. Total requested amount expressed in U.S. dollars as agreed to in the request
12. Name (typed or printed), signature, and title of authorized requesting or requisitioning representative
13. Payee to be designated on remittance
14. Designation and address of office to receive remittance
15. Recipient's signature acknowledging service or supplies received on the request or requisition
16. Document number of request or requisition
17. Receiving organization
18. Issuing organization
19. Transaction type
20. Fund citation or certification of availability of funds when applicable under participants' procedures

21. Date and place of original transfer; in the case of an exchange transaction, a replacement schedule including time and place of replacement transfer
22. Name, signature, and title of authorized acceptance official
23. Additional special requirement, if any, such as transportation, packaging, etc.
24. Limitation of government liability
25. Name, signature, date, and title of supplying official who actually issues supplies or services

ANNEX B

U.S. EMBASSY AND DEFENSE POW/MIA ACCOUNTING AGENCY POINTS OF CONTACT, REQUESTING AND FINANCIAL RESPONSIBILITIES*

U.S. Embassy:

United States Embassy Phnom Penh
#1, Street 96, Sangkat Wat Phnom
Khan Daun Penh, Phnom Penh

[REDACTED]
Senior Defense Official / Defense Attaché
[REDACTED]

[REDACTED]
POW/MIA Investigator
[REDACTED]

DPAA Detachment One

U.S. Embassy Box 30
APO AP 96546-0001

[REDACTED]
Detachment Commander
[REDACTED]

Casualty Resolution Specialist
[REDACTED]

Air Operations/Supply Specialist
[REDACTED]

[REDACTED]
Deputy Detachment Commander
[REDACTED]

Contracting Specialist
[REDACTED]

Administrative Non-commissioned
Officer
[REDACTED]

**** Note: This Annex may be administratively updated at any time as determined necessary by the Defense POW/MIA Accounting Agency. Administrative updates to the Annex do not require the Order for Services to be renegotiated.***

ANNEX B (Points of Contact Continued)

DPAA WEST:

Defense POW/MIA Accounting Agency

590 Moffet Street

Joint Base Pearl Harbor-Hickam, Hawaii 96853-5530

[REDACTED]
Logistics Operations /Division Chief

(C)

[REDACTED]
Acquisition Logistics/Division Chief

[REDACTED]
Deputy Director Asia/Pacific

[REDACTED]
Ops Support, Branch Chief

[REDACTED]
Ops Budget Control Officer

[REDACTED]
Cost Analyst

[REDACTED]
Southeast Asia MDT Chief

[REDACTED]
International Engagement Officer, Southeast Asia MDT

**** Note: This Annex may be administratively updated at any time as determined necessary by the Defense POW/MIA Accounting Agency. Administrative updates to the Annex do not require the Order for Services to be renegotiated.***

ANNEX C

KOC POINTS OF CONTACT FOR ACCEPTANCE AND FINANCIAL RESPONSIBILITIES*

Points of Contact for the Kingdom of Cambodia are the following:

His Excellency Sieng Lapresse
Undersecretary of State of the Ministry of the Interior and
Vice Chairman, POW/MIA Committee

[REDACTED]
275 Preah Norodom Boulevard
Phnom Penh, Cambodia

[REDACTED]
Assistant to the Undersecretary of State of the Ministry of the Interior
and Vice Chairman, POW/MIA Committee

[REDACTED]
275 Preah Norodom Boulevard
Phnom Penh, Cambodia

**** Note: This Annex may be administratively updated at any time as determined necessary by the Kingdom of Cambodia POW/MIA Committee. Administrative updates to the Annex do not require the Order for Services to be renegotiated***

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEFENSE POW/MIA ACCOUNTING AGENCY (DPAA)

AND

THE UNITED STATES ARMY GEOSPATIAL CENTER (AGC)

THE USE OF SCANNING EQUIPMENT AND SHARING OF SPACE AT NATIONAL ARCHIVES AND RECORDS ADMINISTRATION – COLLEGE PARK, MD AGC-DPAA-SCAN-001-03-2017

I. PURPOSE:

- a. This is a Memorandum of Understanding (MOU) between the United States Army Geospatial Center (AGC) and the Defense POW/MIA Accounting Agency (DPAA). When referred to collectively, AGC and DPAA are referred to as the “Parties.”
- b. The purpose of the MOU is to establish the roles and responsibilities for the use of AGC’s film scanning equipment and the storing of this equipment in the space identified for use by DPAA at the National Archives and Records Administration in College Park, MD (NARA II).
- c. The AGC is participating in this MOU to support mission requirements to collect historical aerial photography for current, closing, and former US military installations at NARA II. As part of this process, the AGC has acquired specific equipment in order to digitally scan photos from film rolls stored at NARA II.
- d. The DPAA is participating in the MOU to support its mission to conduct research at NARA II in order to obtain information regarding the possible accounting for missing military personnel through the collection and analysis of aerial photography.

II. UNDERSTANDINGS OF THE PARTIES:

- a. The Army Geospatial Center (AGC) will:
 1. Provide access to the scanning equipment used to obtain digital copies of aerial photography from film rolls at NARA II. This access is only granted for use at NARA II. The scanning equipment will include:
 - a. Epson Scanner 11000XL-PH
 - b. Rock N Roller Micro Multi-Cart with Shelf
 - c. Board with Mounted Film Rollers and Winders

2. Provide training to DPAA staff on the standard operating procedure to scan film using the equipment.
 3. Provide a copy of the scanning equipment software and/or drivers to DPAA. If software is not available, provide guidance on the best software packages to use with the scanning equipment.
 4. Provide repairs to equipment when appropriate.
- b. The Defense POW/MIA Accounting Agency (DPAA) will:
1. Allow AGC to store the scanning equipment (including the scanner, cart, and board with mounted film rollers and winders) at NARA II in the space allocated to DPAA on the Sixth Floor.
 2. Grant AGC personnel access to the equipment on the Sixth Floor.
 3. Provide computing equipment (ex. laptops) to connect to the scanner.
 4. Shall immediately inform AGC POCs if equipment is no longer in working condition.
 5. Coordinate with AGC for training on the scanning equipment.
 6. Provide a list of personnel authorized to use AGC scanning equipment.
 7. When using the scanning equipment, retain possession of the equipment at NARA II. DPAA will not remove equipment from NARA II without express permission from AGC.
- c. Each party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

III. GENERAL PROVISIONS:

- a. **POINTS OF CONTACT:** The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each party may change its point of contact upon reasonable notice to the other Party.
1. For the Army Geospatial Center:
 - a. Primary: [REDACTED]
Office: CEAGC-WSH
Telephone: [REDACTED]
E-mail: [REDACTED]

b. Alternate: [REDACTED]
Office: CEAGC-WSH
Telephone: [REDACTED]
E-mail: [REDACTED]

2. For the Defense POW/MIA Accounting Agency (DPAA).

a. Primary: [REDACTED]
Office: Europe-Mediterranean Directorate
Telephone: [REDACTED]
E-mail: [REDACTED]

b. Alternate: [REDACTED]
Office: Europe-Mediterranean Directorate
Telephone: [REDACTED]
E-mail: [REDACTED]

c. Alternate: [REDACTED]
Office: Asia-Pacific Directorate
Telephone: [REDACTED]
E-mail: [REDACTED]

- b. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the AGC, to:

U.S. Army Geospatial Center (AGC)
7701 Telegraph Road
Bldg. 2592, ATTN: CEAGC-WS-H
Alexandria, VA 22315-3864

and, if to the DPAA, to:

Defense POW/MIA Accounting Agency (DPAA)
241 18th Street South
Suite 800
Arlington, VA 22202-3420

- c. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources
- d. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

- e. **DISPUTES:** Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19
- f. **TERMINATION OF UNDERSTANDING:** This MOU may be terminated in writing at will by either Party.
- g. **TRANSFERABILITY:** This MOU is not transferable except with the written consent of the Parties.
- h. **ENTIRE UNDERSTANDING:** It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.
- i. **EFFECTIVE DATE:** This MOU takes effect beginning on the day after the last Party signs.
- j. **EXPIRATION DATE:** This MOU expires five (5) years from the date of the last signature date.

APPROVED:

FOR THE DPAA

SUMPTER

WINBUSH.FER

N.ODESSA

Digitally signed by SUMPTER
WINBUSH.FERN.ODESSA

DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=DPMO,
cn=SUMPTER
WINBUSH.FERN.ODESSA

Date: 2017.09.12 08:50:58 -04'00'

FERN SUMPTER WINBUSH
SES

PRINCIPAL DEPUTY DIRECTOR

DEFENSE POW/MIA ACCOUNTING AGENCY

FOR THE AGC

FONTANELLA.

JOSEPH.FRAN

CIS

Digitally signed by
FONTANELLA.JOSEPH.FRANCIS

DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=USA,
cn=FONTANELLA.JOSEPH.FRANCIS

Date: 2017.09.13 11:05:54 -04'00'

DR. JOSEPH F. FONTANELLA
SES

DIRECTOR

U.S. ARMY GEOSPATIAL CENTER

(Date)

(Date)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEFENSE POW/MIA ACCOUNTING AGENCY
AND
HISTORY FLIGHT, INC.
CONCERNING EFFORTS TO SUPPORT THE FULLEST POSSIBLE ACCOUNTING
FOR DOD PERSONNEL AND OTHER COVERED PERSONS STILL UNACCOUNTED
FOR FROM PAST CONFLICTS AND OTHER DESIGNATED CONFLICTS.

I. INTRODUCTION

- a. The Defense POW/MIA Accounting Agency (DPAA) is the U.S. Government (USG) agency responsible for the entire process of investigation and recovery of unaccounted-for DoD personnel from past military conflicts. Under applicable U.S. laws, Department of Defense (DoD) and other Federal regulations, and policies, DPAA is responsible for the fullest possible accounting for DoD personnel and other covered persons, including locating, recovering, and identifying their remains, from designated past military conflicts.
- b. The analysis of historical records, survey of crash and wreck sites, and the recovery of artifacts and human remains from combatant theaters are integral elements in the communication of circumstances of loss or the identification of unaccounted-for DoD personnel and other covered persons from past military conflicts.
- c. History Flight (HF) is a 501(c)(3) non-profit organization that, among other activities, engages in researching loss histories and conducts expeditions to search for and recover the remains of unaccounted-for DoD personnel from past military conflicts.
- d. DPAA and HF (singularly, "Participant" and, collectively, "the Participants") desire to continue to collaborate, through a public private partnership (P3), as described more fully below, on activities that will contribute to DPAA's mission to account for DoD personnel from designated past military conflicts, and HF's research and field activities. This Memorandum of Understanding (MOU) documents the Participants' intentions regarding this P3 arrangement.

- e. Federal laws, regulations, and policies prohibit DPAA from endorsing any particular non-federal entity (NFE) or its events, products, services, or enterprises (collectively, its “programs”). Nothing in this MOU constitutes either an explicit or implicit endorsement of HF, its personnel, or programs. In addition, applicable Federal laws, regulations, and policies require that DPAA treat similar entities in the same manner, so DPAA may enter into similar MOUs with other NFEs, as it deems appropriate.
- f. As provided in various Federal laws, regulations, and policies, any data, records, or information concerning unaccounted-for DoD personnel and other covered persons that is derived from information and activities resulting from this MOU—particularly as found in documents, artifacts, or forms of information provided by DPAA, its employees, contractors, or agents to HF—is the property of the USG, except as DPAA determines, and excepting HF’s own proprietary data, records, or information (including intellectual property and copyrighted information) as recognized by the Participants.

II. INTENTIONS

- a. DPAA intends to, as authorized by applicable laws, regulations, and policies, and as available resources permit:
 - 1. Ensure that HF complies with DoD Instruction (DoDI) 8582.01, “Security of Unclassified DoD Information on Non-DoD Information Systems,” dated June 6, 2012 (<http://www.esd.whs.mil/DD/DoD-Issuances/>).
 - 2. Review and approve HF’s Project Charters to ensure compliance with applicable DoD Cybersecurity issuances and policies prior to the development and testing of new software technologies.
 - 3. Collaborate, as mutually agreed, with HF on historical research and field activities that will contribute to DPAA’s mission to account for DoD personnel from past military conflicts.
 - 4. Assist HF in its development of proposals and Project Plans for specific activities under this MOU, as appropriate.
 - 5. Develop written Partner Project Arrangements for each mutually agreed proposal or project.
 - 6. Retain the right to decline any request by HF for any particular type of support that may be related to this MOU.

7. Provide HF with access to DPAA and DoD records and information related to the P3 described in this MOU, as appropriate.
 8. Verify that HF has obtained all necessary host nation, local, and landowner permissions prior to any field work, site survey, recovery operation, or related activities at a site.
 9. Require that HF provide adequate safety and medical support for its personnel when collaborating with DPAA on field missions.
 10. Accommodate familiarization instruction and feedback for HF personnel regarding DPAA procedures and relevant Federal laws, regulations, and policies.
 11. Protect HF's intellectual property, including HF's copyrighted materials, from release outside of DPAA without HF's prior written approval.
 12. Provide HF with information necessary, as mutually agreed, to prioritize its research, analysis, and other activities and to devise assessment milestones for any individual project and provide clear objective and project outcome statements to HF.
 13. Coordinate with HF regarding all press releases and other public releases of information that relate to the P3 that is the subject of this MOU, prior to release or publication, as deemed appropriate by DPAA.
 14. Fund travel for DPAA personnel related to the P3 that is the subject of this MOU, as deemed appropriate by DPAA.
 15. Host joint meetings of the Participants, as DPAA deems appropriate, regarding the P3 that is the subject of this MOU. The dates and locations of any such meetings would be determined by mutual understanding.
- b. DPAA intends, as authorized by applicable Federal laws, regulations, and policies, to publicly acknowledge—in a mutually agreeable form—HF's activities under this MOU, and any other contributions to DPAA, as appropriate.
- c. HF intends to:
1. Comply with U.S. DoD requirements for maintaining the security of Unclassified DoD Information as set out in DoDI 8582.01.

2. Submit for DPAA's review and approval a Project Charter addressing relevant plans and measures for compliance with DoDI 8582.01 prior to the development and testing of new technologies that employ Unclassified DoD Information on Non-DoD Information systems.
3. Collaborate, as mutually agreed, with DPAA on historical research and field activities that will contribute to DPAA's mission to account for DoD personnel and other covered persons from past military conflicts.
4. Retain the right to decline any request by DPAA for any particular type of support that may be related to this MOU.
5. Submit a detailed proposal or Project Plan for DPAA's approval prior to commencing any activity pursuant to this MOU. The proposal or Project Plan will, among other things, reflect the provisions in the Annex that is attached to this document and incorporated herein by reference regarding *Guidelines for Partners Working with DPAA*.
6. Conduct all approved proposals or Project Plans pursuant to this MOU under the provisions set forth in separate project-specific Partner Project Arrangements and otherwise comply with requirements outlined in DPAA's Laboratory standard operational procedures.
7. Conduct all archaeological investigation and recovery operations consistent with the highest of ethical standards befitting activities covered by this MOU.
8. Conduct all investigation and recovery operations with adequate safety and medical support.
9. At its discretion and expense, attend meetings between the Participants regarding the P3 that is the subject of this MOU. The dates and locations of any such meetings would be determined by mutual understanding.
10. As appropriate, HF may provide familiarization instruction to DPAA personnel regarding its procedures.
11. Abide by the Annex that is attached to this document and incorporated herein by reference regarding *Guidelines for Partners Working with DPAA*.
12. Upon request, provide the names and professional qualifications and technical certifications of all individuals contributing to the P3 activities related to this

MOU to DPAA, as well as the names and professional qualifications and technical certifications of HF key staff supervising those individuals.

13. Upon request by DPAA, provide documentation of actions taken to ensure safe P3 activities, including permits, certifications, insurance, safety plans, medical support, and other related information.
 14. Not represent that HF or its employees are employed by, under contract with, or in any way endorsed by DPAA, DoD, or the USG for any reason or purpose.
 15. Not display or use in any manner any official USG, DoD, or DPAA seals or logos.
 16. Not release to any third party any information or records provided to HF by DPAA without DPAA's explicit written consent.
 17. Coordinate with DPAA regarding all press releases and other public releases of information that relate to the P3 that is the subject of this MOU, prior to release or publication.
 18. At its discretion and expense, visit DPAA facilities, operational sites or, other locations, by mutual understanding, in furtherance of the P3 that is the subject of this MOU.
 19. Inform DPAA what HF proprietary information, including intellectual property and copyrighted materials, provided by HF to DPAA should be protected from outside release without the explicit consent of HF.
- d. HF acknowledges that nothing in this MOU constitutes an endorsement or preferential treatment of any kind by DPAA, DoD, or the USG of HF.
 - e. HF intends to coordinate with DPAA before engaging in any fundraising efforts relating to the purposes of this MOU.

III. ASSESSMENT

- a. The Participants intend that assessment of this partnership will be an ongoing activity, including continuous feedback and interaction between DPAA and HF, which will inform activities throughout the duration of this MOU.

- b. HF, in coordination with DPAA, intends to provide reports to DPAA on all activities related to the P3 that are the subject of this MOU on a quarterly basis, and intends that such reports will include a description of the activities under this MOU during the preceding quarter.
- c. DPAA intends to conduct quarterly reviews of the activities under this MOU to assess whether or not the purposes of this MOU are being met, and the ongoing value of the P3 to DPAA's accounting mission.
- d. Factors DPAA intends to assess may include:
 - 1. The number of Individual Case Files affected by activities under this MOU;
 - 2. The number of accessions affected by activities attributable to this MOU, as estimated by DPAA;
 - 3. The number of accounted-for individuals attributable to this MOU;
 - 4. The quality of work performed and products delivered attributable to this MOU; and
 - 5. Any cost savings to DPAA directly attributable to HF's activities under this MOU.
- e. In the event of any differences of opinion between the Participants relating to this MOU or any related activities, the Participants intend to make best efforts to resolve the matter at the lowest level possible. If such efforts are unsuccessful, HF may contact the Director or Deputy Director for Strategic Partnerships, who would evaluate the matter and determine, in coordination with appropriate DPAA leadership or staff, what steps would be taken. The Participants intend that, regardless of whether any such differences of opinions are resolved, such matters will not be referred to any third party for resolution.

IV. LIABILITY

- a. HF intends to release, indemnify, and hold harmless DPAA, DoD, and the USG from and against any claims, demands, actions, liens, rights, subrogated or contribution interests, debts, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated on HF's participation in any and all activities under or related to this MOU or related Support Arrangements, including any loss or damage to property or the personal injury or death of any person that may occur as a result of HF's participation in any and all activities under or related to this MOU or related Support

Arrangements, even where such loss, damage, personal injury, or death is caused or contributed to, in any manner, by DPAA, DoD, or the USG

- b. DPAA accounting fieldwork is performed in a variety of outdoor settings, including but not limited to, underwater locations, tropical jungles, steep valleys and slopes, mountainous/high altitude terrain, open fields, and urban settings. HF intends that its personnel:
 - 1. Will be medically fit to engage in the physical demands of accounting field missions, including underwater activities and/or hiking long distances in difficult terrain while carrying significant amounts of equipment and supplies, and that they will be able to perform manual labor for extended periods of time in difficult terrain, including hot/humid conditions;
 - 2. Comply with the Centers for Disease Control and Prevention (CDC) medical guidelines relevant to the geographic area where their personnel are working to mitigate medical risk. These guidelines may include immunizations, medical prophylaxis (malaria, TB, etc.), environmental exposure risks (mosquito protection), and other relevant risks; and
 - 3. Have access to medical care while traveling to and from a site, and on site.
- c. DPAA intends to request that HF, either collectively or any of its individual partners, provide proof of suitable medical insurance, including coverage for emergency medical evacuation.

V. COSTS

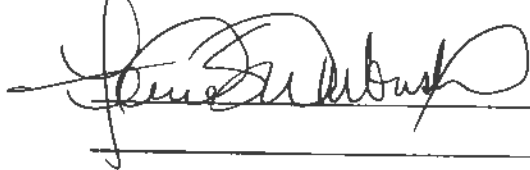
The Participants intend that each is to be solely responsible for any and all costs and expenses associated with its activities under this MOU, except as may be provided in Partner Project Arrangements, and that nothing in this MOU obligates the USG or HF to the expenditure of any funds.

VII. REVIEW AND TERMINATION

- a. The Participants intend that this MOU supersedes any previous MOUs between the Participants, that it will have effect from the date of the last signature, and that it will remain in effect for four years, unless either Participant sooner withdraws from this MOU by providing thirty days written notice to that effect to the other Participant, or the Participants express their mutual intent, in writing, to end the MOU.

understanding of the Participants; and that any Partner Project Arrangements may include terms not found in this MOU and will be by mutual understanding of the Participants.

**DEFENSE POW/MIA ACCOUNTING
FLIGHT, INC.
AGENCY**



Fern Sumpter Winbush
Acting Director

Date: 29 Aug 17

HISTORY



President

Date: 8.16.17

ANNEX TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEFENSE POW/MIA ACCOUNTING AGENCY

AND

HISTORY FLIGHT, INC.

**CONCERNING EFFORTS TO SUPPORT THE FULLEST POSSIBLE ACCOUNTING
FOR DOD PERSONNEL AND OTHER COVERED PERSONS STILL UNACCOUNTED
FOR FROM PAST CONFLICTS AND OTHER DESIGNATED CONFLICTS.**

Guidelines for Partners Working with DPAA

General

HF intends to:

1. Abide by all applicable information release restrictions, laws, and regulations.
2. Participate without expectation of endorsement, sponsorship, diplomatic intervention, or compensation.
3. Participate without preferential treatment or expectation for sole-sourcing arrangements or contracts.
4. Not conduct any activity that would limit or negate the U.S. Government's (USG's) ability to recover remains or advance a case or mission that involves the search for unaccounted-for DoD personnel or other covered persons from past conflicts.
5. Not contact families of unaccounted-for DoD personnel or other covered persons from past conflicts without advance written approval of DPAA and, if for any reason HF does communicate with family members, to pass all details and information to its assigned DPAA contact.
6. Not attempt to discredit, embarrass, or harm DPAA, DoD, or other partners.

7. Not solicit payment or donations from family members of unaccounted-for DoD personnel from past conflicts associated with any activities covered by this MOU.
8. Not use DoD logos, seals, or insignia, or otherwise represent themselves as employees of the USG.
9. Not have any current or pending business relations with DoD of a conflicting nature, be seeking favorable DPAA action in another matter, or be the subject of pending legal action involving DoD.

Investigation and/or Recovery

HF intends to:

1. Comply with applicable USG, host nation, and local laws and regulations, including, but not limited to, providing reports and documentation to host nation authorities in accordance with host nation laws, regulations or permit requirements.
2. Conduct all investigation or recovery activities under the requirements set forth in DPAA Laboratory standard operational procedures.
3. Conduct all archaeological operations consistent with the highest of ethical standards befitting a professional archaeologist.
4. Permit only the minimal number of individuals essential for any investigation or recovery operation within the boundaries of the recovery area. Exceptions include host nation authorities, medico-legal personnel when required, DPAA representatives, and any other personnel that DPAA determines to be appropriate for the investigation or recovery operation.
5. Take all necessary steps to protect site integrity throughout investigation or recovery operations, including actions needed to protect the site from unauthorized human disturbance or damage for the duration of the investigation or recovery operation, and perform suitable site remediation at the conclusion of investigation or recovery operations to restore the site to *status quo ante*, subject to final approval by DPAA.
6. Cease operations and notify DPAA immediately if any unexploded ordnance is discovered at a site until the issue is resolved to the satisfaction of DPAA and the NFE.

7. Provide to DPAA at a minimum, the following deliverables for all field activities under this MOU:
 - a. Situation Reports (SITREPs), weekly and as required;
 - b. Summary of initial findings not later than (NLT) ten (10) days following cessation of site activities;
 - c. Reports (e.g., Draft Site Survey Forms) NLT twenty (20) business days after the fieldwork is complete;
 - d. Supporting Field Documentation (e.g., remote sensing data, hand-drawn site maps; photographs, video, etc.) NLT 20 business days after fieldwork is complete; and
 - e. SITREP, Serious Incident Reports, and Pop-up Leads, no later than close of business Friday each week, or as required.
8. Handle human remains, and potential human remains, with the utmost respect and dignity in accordance with instructions provided by DPAA. Human remains for purposes of this MOU include all dental, osseous, or possibly dental or osseous material. Actions required for handling of human remains include:
 - a. Transferring all human remains and artifacts determined to be that of non-DoD personnel to local authorities, as coordinated by DPAA;
 - b. Transferring all human remains and material evidence (i.e., all U.S.-origin property and personal effects, e.g., identification tags, wedding ring, items affixed with a number or other piece of information directly tied to a specific person(s), etc.) believed to be associated with unaccounted for DoD personnel to DPAA, but only after DPAA has secured any host nation and local notifications, permissions, permits, and complied with any other applicable host nation requirements, e.g., registering as an official non-governmental organization (NGO) in the host country (unless otherwise provided in the P3 MOU or Partner Project Arrangements); and
 - c. Not retaining recovered human remains or material evidence. Any requests to retain any USG-origin property recovered from a site must be submitted to DPAA for coordination.

9. Before transferring human remains to DPAA, provide to DPAA, at a minimum, the following photography and documentation:
 - a. Evidence log detailing what was recovered;
 - b. Maps (may be hand-drawn) of area where human remains were uncovered;
 - c. Photos of the site taken throughout the recovery process; and
 - d. A copy of all permissions granted by host nation authorities for the excavation of the site.
10. At an agreed-upon date following transfer of the human remains (typically no more than 30 days after the transfer), provide a more detailed report that satisfies DPAA requirements, consistent with sample reports and requirements as provided by DPAA;
11. Make all photography and documentation, including hard copies of hand-drawn or other field-produced maps, electronic data and information, or material evidence collected by HF and generated in support of the partnership accessible to DPAA;
12. Safeguard, in accordance with applicable Federal laws, regulations, and policies, any information that HF inadvertently receives, or that is provided to HF, that appears to be protected under the Privacy Act or that is Personally Identifiable Information.
13. Take photographs at sites only for purposes of documentation, analysis, and report writing; not take any photographs of any possible human remains or identification media recovered, nor allow such photographs to be taken at any time by any other entity, except as required and authorized for recovery efforts; and provide all photographs only to DPAA and not otherwise release them outside of HF for any purpose, without the express written consent of DPAA.
 - a. Not publicize any photographs of any recovery operation or any recovered evidence, and not report any field operational details to family members, the public, or the news media in any way, including on social media or other websites, without the express written consent of DPAA.
14. Not discuss, report, generalize, or detail in any way, shape, or form the recovered materials, including material evidence and possible human remains, with any entity outside of HF or DPAA, including family members of the deceased, unless specifically approved in writing in advance by DPAA.

- a. Exceptions include local medico-legal personnel and U.S. or host nation officials with purview over the recovery operations.
- 15. Forward to DPAA any requests received for information from the family, the public, news media representatives, or any other entity not involved in or responsible for the recovery operations.
- 16. Not release any information regarding any specific case, project, proposal, or other activity under this MOU, or the MOU or the P3 arrangement with DPAA, without the written consent of DPAA.
- 17. Obtain and keep current for the duration of any activity under this MOU liability insurance coverage, medical coverage, and medical evacuation coverage for HF personnel for such activities.
- 18. Conduct all investigation and recovery operations with adequate safety and medical support.

MEMORANDUM OF UNDERSTANDING
between the
Defense POW/MIA Accounting Agency
and the
American Battle Monuments Commission

1. PURPOSE. This Memorandum of Understanding (MOU) documents the mutual understanding of the American Battle Monuments Commission (ABMC) and the Defense POW/MIA Accounting Agency (DPAA) (hereinafter, the Participants) regarding each agency's respective roles relating to the disinterment of unknown U.S. personnel buried in ABMC-administered World War II commemorative cemeteries overseas, for purposes of identification. The Participants intend to address any resource and support requirements for approved disinterments in a separate support agreement or arrangement. Nothing herein is intended to conflict with existing policies of ABMC, the Department of Defense (DoD), or DPAA.

2. BACKGROUND:

a. ABMC administers overseas cemeteries. Interred within 15 of these cemeteries are the remains of U.S. personnel from the Second World War who are buried as unknown.

b. Advances in forensic technologies (and historical research and analysis) have increased the possibility of identifying service members buried as unknown in ABMC cemeteries.

c. Pursuant to section 1501 of Title 10, U.S.C., DPAA is responsible for accounting for missing persons, including locating, recovering, and identifying unaccounted for U.S. personnel from designated past conflicts, as defined in section 1509 of Title 10, U.S.C. The Second World War is a conflict listed in section 1509.

d. DoD Directive-type Memorandum (DTM)-16-003, "Policy Guidance for the Disinterment of Unidentified Human Remains," dated May 5, 2016, establishes current standards and procedures for DoD disinterments from cemeteries administered by the ABMC. If the Assistant Secretary of Defense for Manpower and Reserve Affairs (ASD(M&RA)) consents to disinter an unknown, the Deputy Assistant Secretary of Defense for Military Community and Family Policy (DASD(MC&FP)) will forward a memorandum to ABMC requesting disinterment. If approved by the Secretary of ABMC, DPAA will coordinate the disinterment with ABMC officials to assist in fulfilling DPAA's mission.

3. RESPECTIVE ROLES OF THE PARTICIPANTS.

a. DPAA intends to:

- 1) Comply with current DoD guidance regarding disinterments of unidentified remains.
- 2) Provide quarterly updates to ABMC on the status of proposed disinterments from ABMC-administered cemeteries;
- 3) Notify ABMC of planned disinterments from ABMC-administered cemeteries by providing copies of letters signed by the ASD (M&RA) authorizing disinterment;
- 4) Request dates for disinterment from the ABMC Cemetery Superintendents in writing, with an information copy to the ABMC Director of Cemetery Operations;
- 5) Not proceed with a disinterment prior to an agreed upon date;
- 6) Notify the Senior Defense Official or Defense Attaché in a foreign country, either directly or through a supporting DoD Component (e.g., U.S. Army Memorial Affairs Activity-Europe (USAMAA-E)), regarding any planned disinterments from ABMC-administered cemeteries within that country;
- 7) Ensure that all disinterments from ABMC-administered cemeteries are conducted in a manner consistent with applicable laws, regulations, and international agreements;
- 8) Not to invite media or family members to view disinterment operations on an ABMC-administered cemetery without the written consent of ABMC;
- 9) Inform the ABMC Chief of External Affairs of any identifications that result from either field finds or disinterments of unknown remains at ABMC-administered cemeteries;
- 10) Store equipment used for exhumations on DoD installations in Europe;
- 11) Periodically request use of administrative office space and storage space for DPAA equipment used for exhumations on the Manila American Cemetery grounds.
- 12) Periodically request administrative or storage space at other sites, which will be approved on a case-by-case basis by the ABMC Director of Cemetery Operations and respective Superintendent.

13) Request to store equipment on the Manila American Cemetery grounds for the duration of DPAA's disinterment program.

b. ABMC intends to:

1) Respond to DPAA requests for approval of dates for disinterments at ABMC-administered cemeteries within 10 business days of receipt;

2) Have final approval on all disinterment dates;

3) Ensure that each disinterment site is accessible for the disinterment, noting that disinterments should normally be conducted outside of regular business hours and shielded from public view;

4) At the request of DPAA, provide on-site support for DPAA disinterment operations as the cemetery superintendent determines appropriate, as resources permit, and subject to appropriate reimbursement arrangements;

5) At the request of DPAA, provide administrative office space and storage space for DPAA equipment used for exhumations on the Manila American Cemetery grounds, as the cemetery superintendent determines appropriate, as resources permit, and subject to appropriate reimbursement arrangements.

6) At the request of DPAA, provide administrative or storage space at other sites, on a case by case basis, if approved by the ABMC Director of Cemetery Operations and respective Superintendent, as resources permit, and subject to appropriate reimbursement arrangements.

7) At the request of DPAA, provide storage in the old Service Area at the Manila American Cemetery, for DPAA equipment used for exhumations

4. PARTICIPANT COORDINATION CONTACTS:

a. Defense POW/MIA Accounting Agency

[REDACTED]
Policy Analyst

[REDACTED]
Disinterment Manager

b. American Battle Monuments Commission

[REDACTED]
Director of Cemetery Operations

[REDACTED]
Chief of External Affairs

5. FUNDS: This MOU does not document nor provide for the exchange of funds between the Participants, nor does it make any commitment of funds or resources. The Participants intend that any provision of goods, services, or other resources, and any obligation of funds in support of this MOU, would be accomplished through a separate support agreement or arrangement. The Participants acknowledge that the obligation of funds by either Participant is subject to the availability of funds appropriated for those purposes.

6. DISPUTES: The Participants intend to resolve any disputes that may arise concerning the meaning of this MOU at the lowest administrative level possible.

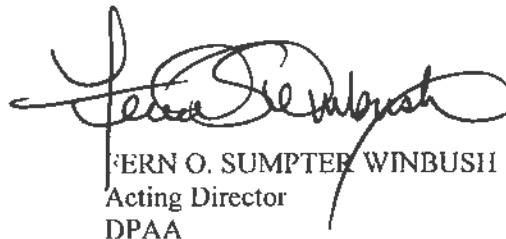
7. EFFECTIVE DATE AND WITHDRAWAL: This MOU is effective upon signature, and the Participants intend that:

a. It will remain in effect until September 30, 2020; and

b. Either Participant may notify the other Participant of its intent to withdraw from this MOU by providing 30 calendar days written notice.

[REDACTED]
Deputy Secretary, Overseas Operations
ABMC

Date: 29 March 2017


FERN O. SUMPTER WINBUSH
Acting Director
DPAA

Date: 3 April 2017

Implementing Arrangement (IA) between the Republic of Korea Ministry of National Defense Agency for KIA Recovery & Identification and the Defense POW/MIA Accounting Agency to cooperate on Korean War personnel accounting including U.S. and ROK personnel and Korean Augmentation to the United States Army

I. PURPOSE/APPLICATION

Purpose: The Republic of Korea (ROK) Ministry of National Defense Agency for KIA Recovery & Identification (MAKRI) and the Defense POW/MIA Accounting Agency (DPAA) enter into the following Implementing Arrangement (IA) to cooperate in the development of recovery and personnel accounting operations associated with the Korean War.

Application: This Implementing Arrangement applies to the members of MAKRI and DPAA who conduct missions covered by this Arrangement.

II. RESPONSIBILITIES

A. Annual Meeting: MAKRI and DPAA intend to alternately host annual coordination meetings to facilitate cooperation and ensure common issues and goals are coordinated.

1. MAKRI and DPAA intend to update each side on accomplishments, collected data, plans for future operations, and requirements to expand common interests and advance operations.
2. Schedules and agendas for the annual coordination meeting will be mutually determined in advance, no later than two months prior to the proposed meeting.
3. Each side intends to cover their own expenses, including personnel costs, associated with this annual meeting.

B. Scientific Information Exchange: DPAA intend to provide in-service information exchange and scientific consultation to visiting MAKRI scientists.

1. Both sides intend that the Scientific Exchange Program's curriculum will include up to three persons and will not exceed three months.
2. Necessary expenses will be covered by MAKRI.
3. The potential candidates will have a working knowledge of the English language and

3. Both organizations will assist each other in providing information, locating witnesses, and providing support personnel for investigation and recovery operations.
4. DPAA intends to notify MAKRI of its planned missions in the ROK, in accordance with the following standards:

Type		Due	Content
F i x e d	Annual Plan	Every September	<ul style="list-style-type: none"> • Outline plan (schedule, locations)
			<ul style="list-style-type: none"> • Time Period, location (coordinates);
	Detailed mission plan	Approximately 1 month before each mission	<ul style="list-style-type: none"> • Personnel requirements; Mission objectives; etc. • Cooperation/support needed from MAKRI • Others
	Ad hoc	As needed	<ul style="list-style-type: none"> • Additions/Changes

5. Upon receiving the plans, MAKRI intends to review them for circumstances that might prove to affect DPAA's investigation and recovery activities and provide necessary support by notifying responsible units, police authorities, administrative office and landowners.
6. Both parties intends to provide each other access to field activity reports, including interview transcripts, digital geospatial overlay of operational area and recovery reports.
7. Both sides intends to consider ways to safely conduct investigation and recovery operations within the boundaries of the Demilitarized Zone (DMZ). Prior to initiating investigation or recovery operations, both sides will contact the United Nations Command Military Armistice Commission (UNCMAC).
8. Both organizations intend to hold Joint Forensic Review whenever remains are recovered by either side or when remains are unilaterally turned over by a third party.
9. Both organizations intend to provide information regarding the recovered remains for the JFR at all times.

implemented to mitigate the risks; the location of the recovery site (site coordinates); proximity of the recovery site to known/suspected land mine fields; proposed ingress and egress routes to the recovery site; proposed site for storing and processing excavation materials; procedures for requesting land mine clearing, if land mines are detected; and procedures to deal with medical emergencies. Once Commander, UNC approves the operation, MAKRI, or MAKRI on behalf of DPAA, intends to submit requests for entry access for personnel, equipment and vehicles to the DMZ through the appropriate ROK Infantry Division headquarters and the CFC Ground Forces Branch. UNCMAC is responsible for approving requests for access and forwarding the approval through CFC to the appropriate ROK Infantry Division.

D. Joint Forensic Review (JFR)

1. MAKRI hosted JFR

- a. Twice a year (typically 1 week per visit), DPAA experts from areas of anthropology, odontology and morphology intends to visit MAKRI to conduct JFRs. As needed, schedule adjustments can be made through mutual consultation.
- b. The JFR at MAKRI will focus on MAKRI recovered remains in geographic areas where U.S. casualties are missing from and remains at the DPAA laboratory that are most likely those of ROK soldiers. In the process of the JFR and attendant discussions, information on scientific techniques/procedures and associated material evidence (ID records, DNA test results, analysis of scientific evidences) can be mutually exchanged.
- c. MAKRI intends to provide a list of grid coordinates of JFR remains to DPAA one month prior to the JFR. DPAA intends to provide a return list of cases, before the JFR, that should be examined.
- d. At the request of DPAA, results from DNA analyses for these cases can be provided by MAKRI under mutual cooperation, prior to or during the JFR. If possible, DPAA intends to notify MAKRI of any cases that match missing US casualties based on the DNA profiles. Some DNA comparisons may lag the JFR process, based on outside factors.
- e. During the course of the JFR, either side may request samples of suspected KIA remains for testing in respective laboratory. Testing may include isotopic, DNA or other technologies, as appropriate and its results may be mutually exchanged.

- (3) DNA-lead analyses match Asian or likely Korean groups (e.g. haplogroup analyses).
 - (4) The totality of the forensic and historical evidence.
 - (5) Upon recognizing the remains as possibly being those of ROK soldier based on the findings of the JFR, the evidence and analysis should be recorded and documented in duplicate, signed by scientific experts from both sides, and mutually exchanged and filed. The evidence, including the remains and artifacts, should be handled in accordance with procedures and methods set by the MAKRI laboratory.
-

3. Ad hoc JFR

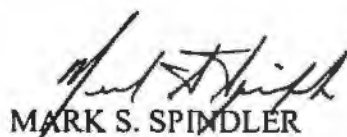
- a. Either side may request an Ad Hoc JFR, depending on the political, timeliness, and sensitivity of the case.
- b. When remains are recovered during combined or DPAA-only recovery operations (including K-208) within the Korean Peninsula, DPAA intends to inform MAKRI as soon as possible and scientists from both sides should conduct a forensic review. If required, personnel from the United Nations Command Military Armistice Commission (UNCMAC) may also attend.
- c. For remains with a high probability of being ROK soldiers, the ROK side intends to select the location for storage and for the JFR; for remains with a high probability of being of American origin, following action should be done in accordance with Ad hoc JFR:
 - (1) The Conditions listed in paragraphs D.1.f. and D.2.d. above must be met to identify the remains as either U.S. or Korean remains

4. JFR Follow-up Measures

- a. Upon recognizing the remains as possibly being those of a U.S. (or other United Nations Command country) unaccounted-for service member based on the findings of the JFR, the evidence and analysis should be recorded and documented in duplicate, signed by scientific experts from the both sides, and mutually exchanged and filed. The evidence, including remains and artifacts, should be handled in accordance with procedures and methods set by the DPAA Laboratory.

IV. UNDERSTANDINGS

- A. This IA is not intended to be a binding international agreement between the two agencies.
- B. Both sides intend to apply their best efforts to discharge the terms of this IA. Any disagreements regarding interpretation or application of the IA will be resolved at the lowest level by consultation by the representatives concerned.
- C. This IA replaces the Memorandum of Understanding and Standard Operating Procedures (SOP) signed on 8 August 2011 between the Joint POW/MIA Accounting Command (JPAC) and the ROK Army.
- D. Implementation of this IA is subject to the availability of funds appropriated for such purposes.
- E. This IA is valid from the date of signing until a new IA is implemented, unless sooner terminated by either side by giving 180 days written notification. Both sides agree to consult before unilaterally terminating the IA.
- F. This IA has been drawn up in two copies, one each in the English and Korean languages, both texts being equally authentic. Signed in Hawaii, United States on 20 October 2016.



MARK S. SPINDLER

Brigadier General, U. S. Army
Deputy Director, Defense POW/MIA
Accounting Agency

(b)(6)



Colonel, ROK Army
Commander, MND Agency for KIA
Recovery & Identification