

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE MINISTER OF DEFENCE OF THE KINGDOM
OF THE NETHERLANDS**

AND

**THE MINISTRY OF HOME AFFAIRS AND
NATIONAL SECURITY OF THE REPUBLIC OF
MALTA**

CONCERNING

**THE DEPLOYMENT OF A MALTESE SPECIAL
DUTIES ENHANCED BOARDING TEAM ON
BOARD OF HNLMS JOHAN DE WITT IN SUPPORT
OF EU NAVFOR ATALANTA**

The Minister of Defence of the Kingdom of the Netherlands,

The Ministry of Home Affairs and National Security of the Republic of Malta

hereinafter referred to as "Participants"

Desiring to contribute to the development of the European Security and Defence Identity and strengthening the common European Security and Defence Policy, stipulated in the Treaty on the European Union;

Desiring to contribute to the military operation, named European Union Naval Force Somalia Operation ATALANTA, launched in support of Resolutions 1814, 1816, 1838, 1846 and 1851 which were adopted in 2008 by the United Nations Security Council.

Have decided to apply the following arrangements:

SECTION 1

Definitions

1. For the purpose of this MOU, the following abbreviations and acronyms will apply:

CO	Commanding Officer
HQ AFM	Headquarters Armed Forces of Malta
JWIT	His Netherlands Majesty's Ship Johan de Witt
MNCC	Maltese National Contingent Commander
MOU	Memorandum of Understanding
MSEDBT	Maltese Special Duties Enhanced Boarding Team
MT	Malta/Maltese
OIC	Officer in Charge
OPCON	Operational Control
RNLN	Royal Netherlands Navy
ROE	Rules of Engagement
SN	Sending Nation
SPOD	Seaport of debarkation
SPOE	Seaport of embarkation
TACOM	Tactical Command

2. For the purpose of this MOU, the following definitions will apply

Self-defence	See OPLAN ATALANTA Revision 3, dated 19 May 2012
Receiving Participant	The Kingdom of the Netherlands
Sending Participant	The Republic of Malta
Maltese Component	Operational and technical staff of the Maltese Special Duties Enhanced Boarding Team as well as material and supplies
Receiving Ship	Any vulnerable ship that on order will be boarded, embarked and protected by the MSDEBT
TACOM	The authority delegated to a commander to assign tasks to forces under his command for the accomplishment of the missions assigned by higher authority
OPCON	The authority to perform those functions of command over subordinate forces involving organizing and employing commands and forces, assigning tasks, designating objectives, and giving authoritative direction necessary to accomplish the mission. Operational control does not, in and of itself, include authoritative direction for logistics or matters of administration,

	discipline, internal organization, or unit training.
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SECTION 2

Purpose and Scope

1. This Memorandum of Understanding (MOU), including the attachments, pertains to the deployment and employment of a Maltese Component of the Sending Participant aboard of the JWIT of the Receiving Participant in order to:
 - a. conduct unopposed, non-cooperative and limited opposed boardings by day as ordered by CO JWIT;
 - b. protect vulnerable ships sailing in the Gulf of Aden and off the Somali coast;
 - c. detain pirates and free captives (citadel case only) held by pirates.
2. The operations of the MSDEBT will only be executed under protection of a Navy vessel in the direct vicinity of the MSDEBT.
3. This MOU provides operational, administrative and logistic arrangements for the deployment of the MT Component on board JWIT.
4. Furthermore this MOU differentiates activities and exercise of authority by the MT and NLD authorities.

SECTION 3

Tasks of the Component

1. The primary task of the MSDEBT is to board ships including those that are suspected of activity related to piracy and/or have been hijacked by pirates in order to set free hijacked ships and detain pirates.
2. The secondary task of the MSDEBT is to provide close protection of a receiving ship, in order that pirate attacks on such vessels are deterred. In the event that an attack is made by pirates, it must be prevented from succeeding.
3. The third task of the MSDEBT is to contribute to the protecting of the Navy vessel on which they are deployed, in this case JWIT.
4. The MSDEBT is to contribute to other tasks in accordance with OPLAN ATALANTA and undertaken by JWIT.
5. The MSDEBT will not conduct Hostage Rescue Operations (with the exception of citadel situations) and night boarding operations.

SECTION 4
Command Relationship and Discipline

1. For the duration of their assignment on board JWIT, MT Component personnel remain members of their parent unit. During the operation, MT Component personnel will comply with the orders of the CO JWIT as long as they are in accordance with the employment policy of the Government of Malta as exercised by HQ AFM through the MNCC.
2. The Rules of Engagement (ROEAUTH (005) for Operation ATALANTA EU Council nr. 7279/12, dated 30 March 2012 and subsequent amendments are applicable.
3. MT Component personnel will comply with the Receiving Participant's rules and regulations, general orders and directives as long as they are not in conflict with the Sending Participant's rules and regulations.
4. The authorities of the Receiving Participant will exercise jurisdiction over MT contingent personnel who have committed criminal offence on board JWIT. However, a request made by the Sending Participant through official channels to exercise jurisdiction over its personnel, will be taken into consideration by the authorities of the Receiving Participant.
5. CO JWIT will report any disciplinary offences committed by MT Component personnel to the competent authorities of the Sending Participant. CO JWIT is not authorised to take disciplinary action against Maltese Component personnel. The MNCC will, however, co-operate in taking disciplinary and administrative action when necessary.
6. MT Component personnel will have no disciplinary authority over personnel of the Receiving Participant. The MNCC will report any disciplinary offences committed by crewmembers of JWIT to the CO JWIT. MNCC will not be authorised to take disciplinary action against JWIT personnel. CO JWIT will, however, co-operate in taking disciplinary and administrative action when necessary.
7. Members of the MSDEBT may give instructions to personnel assigned to support the MSDEBT's execution of official operational tasks and duties.
8. The Receiving Participant will render all operational assistance necessary to the MSDEBT.
9. MT Component personnel will be made aware of their rights and obligations vis-à-vis the Receiving Participant prior to deployment aboard.

10. Administrative arrangements for JWIT and MT Component interaction.

- a. The Sending Participant will appoint a MT Officer in Charge (OIC) for the MT Component. He will act as the MNCC.
- b. Onboard Chain of Command:
 - (1) Operational: All MT Component personnel will report to the MNCC, who will report to CO JWIT for all operational matters. CO JWIT will have TACOM over the MSDEBT and may give orders to OIC MSDEBT directly, with MNCC present. The MNCC is on board JWIT and will be the national red card holder under the direction of HQ AFM.
 - (2) Administrative: The MNCC will generally work with JWIT Executive Officer, or an officer designated by him, for all matters related to administration and life-support.
- c. Official Functions: The MNCC will represent the MT component at all RNLN official functions, ceremonies, and inspections.
- d. Liberty/Shore Leave: The MNCC, in conjunction with HQ AFM, will control liberty for the MSDBT.

SECTION 5
Personnel

1. All personnel or personnel related support and personnel logistic requirements will be the responsibility of the Sending Participant, except where otherwise indicated in this MOU.
2. When on duty, MT Component personnel are to wear their national uniform. They will comply with the equivalent dress codes of the Receiving Participant. Any MT dress order must always be in conformity with the respective dress order for the unit of the Receiving Participant.
3. Customs of the Receiving Participant will be observed with respect to wearing civilian clothes.

SECTION 6

Logistics

1. Logistic support by the Receiving Participant will be provided to the MT component in accordance with the provisions of this MOU.
2. The MT component will, as far as is possible and reasonable; adapt to the Receiving Participants' logistic system. After consultation between Participants, logistic arrangements, including embarkation, accommodation, stockpiling and disembarkation will be laid down in the supporting detailed instructions.
3. The logistic support arrangements are laid down in Annex A.

SECTION 7

Medical Care

1. Medical care, up to Role 2 light manoeuvre afloat level, will be provided free of charge for Maltese Component personnel at the available medical facilities of the Receiving Participant in accordance with existing rules and regulations of the Receiving Participant. The Sending Participant will provide medical and dental fitness certification according to the Sending Participant national regulations before arrival on board.
2. Any medical care, dental care or hospitalization for MT Component personnel from non-Receiving Participant sources will be the financial responsibility of the Sending Participant.
3. Immediate medical support (Role1) when the MSDEBT is embarked on a receiving ship is the responsibility of the Sending Participant.
4. The Receiving Participant will provide all the required support to the MSDEBT and HQ AFM, to coordinate and conduct and within the shortest reasonable time, the medical strategic evacuation (STRATEVAC) of any member(s) of the MSDEBT who require medical evacuation from theatre to Malta.

SECTION 8

Financial responsibilities

1. Participants cover their own expenses with regard to personnel and equipment when performing activities under this MOU, unless otherwise specified in this MOU.
2. Accommodation and messing will be offered free of charge by the Receiving Participant.

SECTION 9
Accidents and Incidents

In case of an accident or incident occurring on JWIT, and involving the MSDEBT, all technical investigations will be carried out in accordance with the national laws and regulations of the Receiving Participant. The appropriate authorities of the Receiving Participant will, in consultation with the appropriate authorities of the Sending Participant, decide on the organisation of the technical investigations which will involve representation of the Receiving Participant and the Sending Participant.

SECTION 10
Liability

1. Participants waive any claims against each other for damage to or loss of Government property and for injury (including injury resulting in death) suffered by their Personnel, arising out of official duties.
2. Paragraph 1 of this section is not applicable if damage to or loss of Government property or injury suffered by the Personnel mentioned in that section has been the result of gross negligence or wilful misconduct.
3. Third party claims (other than contractual claims) for any loss, damage or injury (including injury resulting in death) caused by the Personnel of the Sending Participant in the performance of their official duties will be settled, after due consultation with the appropriate authorities of the Sending Participant. The Receiving Participant will act on behalf of the Sending Participant in accordance with the laws and regulations of the Receiving Participant. Costs related to the settlement of any such claim will be reimbursed by the Sending Participant.
4. Third party claims for any loss, damage or injury caused by Personnel of both Participants in the performance of their official duties will be settled by the Receiving Participant, also on behalf of the Sending Participant, in accordance with the laws and regulations of the Receiving Participant. Costs related to the settlement of any such claim will be distributed between the Participants on an equal basis.
5. Claims not covered by this section will be dealt with by the Participants on a case-by-case basis in accordance with applicable national and international law.

SECTION 11
Communications

All necessary and applicable operational and welfare communication arrangements, are described in Annex B.

SECTION 12
Disputes

Any dispute between the Participants arising out of the interpretation, application or implementation of this MOU will solely be settled amicably through consultation or negotiations between the Participants.

SECTION 13
Classified Information

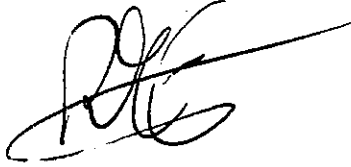
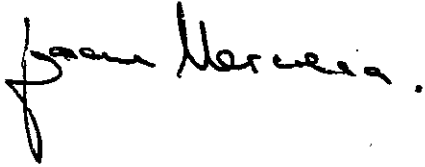
All classified information, material and equipment, exchanged or generated in connection with this MOU will be used, transmitted, stored, handled and safeguarded in accordance with the Participants' national security laws and regulations, to the extent that they provide a degree of protection no less stringent than the European Union Council Decision of 19 March 2001 adopting the Council's security regulations (2001/264/EC) and subsequent amendments or replacements.

SECTION 14
Training and exercises

The Receiving Participant will provide the agreed training package to the Sending Participant details of which are found at Annex C.

SECTION 15
Final provisions

1. This MOU becomes effective on the date of the last signature and remains in effect until all issues between the Participants relating to the combined joint operation on JWIT during 2013 in support of EU NAVFOR ATALANTA, are concluded.
2. This MOU may be amended at any time by the mutual written consent of both Participants.
3. This MOU may be terminated by mutual written consent of both Participants at any time or by either Participant upon giving at least 90 days' written notice to the other Participant.

	
<p>Signature</p> <p>Name H.E. Mr. Robert J. Gabriëlse</p>	<p>Signature</p> <p>Name Ms. Joanne Mercieca</p>
<p>Rank: Ambassador of the Kingdom of the Netherlands</p>	<p>Rank: Director Defence Matters Ministry of Home Affairs and National Security of the Republic of Malta</p>
<p>Location: On board HNLMS Johan de Witt</p>	<p>Location: On board HNLMS Johan de Witt</p>
<p>Date: 24 Jul 13</p>	<p>Date: 24 Jul 13</p>

ANNEX A

LOGISTIC ARRANGEMENTS

1. Logistic arrangements referred to in Section 6 of this MOU will be in accordance with the principles laid down in the following paragraphs and will cover arrangements for the logistic support of the Maltese Component.
2. For any logistic support, supplies or services which are not provided free of charge as stipulated in this MOU, the relevant authorities of the Receiving and the Sending participant will negotiate payment for such logistic support, supplies or services in cash, in Euro.
3. The Receiving Participant will be responsible for providing following logistic support to the embarked Maltese Component consistent with the receiving Participants' policy and free of charge:
 - a. embarkation in the deployment phase in Den Helder seaport of embarkation (SPOE) or off the coast of Malta and debarkation of goods in redeployment phase in Valetta seaport of debarkation (SPOD);
 - b. as far as facilities permit, accommodation and messing, according to the rank and under the same conditions as those applicable to Receiving Participants' personnel;
 - c. lockable storage for Maltese Component equipment and stores including weapons and Class V;
 - d. work space, next to the Operations Room, with sufficient desks and electrical outlets for setting up publications, laptop computers, battery-chargers and other equipment as necessary;
 - e. exercise and training space on JWIT to prepare operations for MSDEBT;
 - f. laundry service including cleaning and dry-cleaning Maltese Component uniforms;
 - g. classified material stowage to stow any classified information connected with operations in accordance with existing Receiving Participants' policies;
 - h. rescue equipment.
4. Sending Participant is responsible for providing following logistic support for/to embarked MT Component at own costs:
 - a. transportation of the MT Component to and from designated ports during deployment, sustainment (roulement and subsequent recovery of personnel

and resupply of stocks) and redeployment of the mission in liaison with Receiving Participant;

- b. stocks of Class II (spares) of MSDEBT specific equipment and Class V (ammunition) and their resupply.

ANNEX B

COMMUNICATION ARRANGEMENTS

1. Operational messages between HQ AFM and the MT Component will be supported by the JWIT CIS support.
2. Operational communication between JWIT and the MSDEBT:
 - a. Unsecure VHF: Sending Participant will bring unsecure VHF means;
 - b. Sat telephone unsecure: Sending Participant will bring Inmarsat / Iridium phones.
3. Welfare:
 - a. Telephone use: MT Component personnel are allowed to make welfare calls to Malta for a maximum of 10 minutes a week free of charge;
 - b. Internet: MT Component personnel will have access to the internet free of charge.

ANNEX C

TRAINING PACKAGE

1. The MSDEBT will receive training package in preparation of the deployment in Op Atalanta.
2. Training of the MSDEBT in Malta or the Netherlands by RNLN prior to the pre deployment training.
3. Pre deployment training on JWIT on the transit from Den Helder (ETD 15 July) or off the coast of Malta (ETD 24 July) and arrival in the Area of Operations (foreseen on the 6th of August 2013).
4. A wargaming session will be organised in the Netherlands before the deployment in which scenario's will be played.