MEMORANDUM OF ARRANGEMENT

BETWEEN

THE AUSTRALIAN DEFENCE FORCE

AND

THE NEW ZEALAND DEFENCE FORCE

RELATING TO THE CONDUCT OF

BILATERAL PERSONNEL ACTIVITY
INTRODUCTION

This Memorandum of Arrangement (MOA) records the understandings of the Australian Defence Force (ADF) and the New Zealand Defence Force (NZDF), hereinafter referred to as the Participants, for the conduct of Bilateral Personnel Activity (BPA). BPA will involve individual Participating Personnel of all ranks from the Services of each Participant performing duties or carrying out education or training with a Service of the other Participant.

The aim of this BPA is to foster closer defence relations between Australia and New Zealand and to broaden the experience and professional knowledge of the personnel involved. This will enable Australia and New Zealand to advance common interests and, through the sharing of respective cultures and exposure to differing defence procedures and equipment, will promote interoperability.

This MOA recognises the importance of regional cooperation, consultation in the planning and provision of Service training and education, and the economies of scale achievable through the concept of shared resources. Additionally, it is designed to foster commonly accepted training standards and to minimise the effects of training and education shortfalls which may occur in both nations’ Defence Forces.

The Participants have reached and agreed the following arrangements detailed in this MOA.
PARAGRAPH 1
DEFINITIONS

1.1 For the purposes of this MOA, the following definitions apply:

**Annex**

an annex to this MOA.

**Bilateral Personnel Activity (BPA)**

includes exchanges, secondments, and training postings which are undertaken through formal posting or Force Assignment processes and/or procedures.

**Co-ordinating Authorities**

the authorities jointly appointed by the Participants to co-ordinate their participation in BPA.

**Defence Representative**

the nominated representative of the Sending State located in the Receiving State who will exercise administrative and disciplinary control over the Sending State’s Participating Personnel.

**Deployment (and Deploy)**

the movement of Participating Personnel from the Sending Unit in the Sending State to the Receiving Unit in the Receiving State to carry out a BPA.

For the purposes of this MOA, the terms 'deploy' or 'deployment' do not include those instances involving routine regional naval engagement opportunities/operations, or logistic sustainment and/or recreational port visits, undertaken by RAN/RNZN vessels to regional or third countries.

**Exchange**

the sending of Participating Personnel to the other State by each Participant, usually at the same time for the same period.

**Intellectual Property (IP)**

all copyright and all rights in relation to inventions, registered and unregistered trademarks, registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields.

**Member of the Australian Armed Forces**

a member of the Royal Australia Navy, the Australian Army, or the Royal Australian Air Force.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member of the New Zealand Armed Forces</td>
<td>a member of the Royal New Zealand Navy, the New Zealand Army, or the Royal New Zealand Air Force.</td>
</tr>
<tr>
<td>Offset</td>
<td>a financial or non-financial contribution jointly decided by the Participants.</td>
</tr>
<tr>
<td>Participating Personnel</td>
<td>ADF and NZDF personnel who are participating in a BPA.</td>
</tr>
<tr>
<td>Receiving Participant</td>
<td>the Defence Force with which Participating Personnel will be carrying out a BPA.</td>
</tr>
<tr>
<td>Receiving Service</td>
<td>the Service with which Participating Personnel carrying out a BPA will serve.</td>
</tr>
<tr>
<td>Receiving State</td>
<td>New Zealand in relation to Participating Personnel of the ADF and Australia in relation to Participating Personnel of the NZDF.</td>
</tr>
<tr>
<td>Receiving Unit</td>
<td>the unit with which Participating Personnel will serve while carrying out the BPA.</td>
</tr>
<tr>
<td>Re-deployment (and Re-deploy)</td>
<td>the movement of Participating Personnel from the Receiving Unit in the Receiving State to the Sending Unit in the Sending State.</td>
</tr>
<tr>
<td>Relative Rank</td>
<td>the comparable rank grade that the Participant holds in their Sending Service within the Receiving Service as prescribed in Annex A to this MOA.</td>
</tr>
<tr>
<td>Secondment</td>
<td>participation in a BPA by ADF Participating Personnel with the NZDF, or by NZDF Participating Personnel with the ADF.</td>
</tr>
<tr>
<td>Sending Participant</td>
<td>the Defence Force to which Participating Personnel carrying out a BPA belong.</td>
</tr>
<tr>
<td>Sending Service</td>
<td>the Service to which Participating Personnel carrying out a BPA belong.</td>
</tr>
<tr>
<td>Sending State</td>
<td>Australia in relation to Participating Personnel of the ADF and New Zealand in relation to Participating Personnel of the NZDF.</td>
</tr>
<tr>
<td>Sending Unit</td>
<td>the unit of the Sending Participant to which Participating Personnel carrying out a BPA belong.</td>
</tr>
<tr>
<td>Service</td>
<td>Navy, Army or Air Force.</td>
</tr>
</tbody>
</table>
**Service Law**

the law of the Sending State governing the discipline of and the administration of justice within the armed forces of the Sending State.

**Technical Information (TI)**

all technical know-how and information (whether in recorded or unrecorded form) produced or acquired by Participating Personnel during a Tour of Duty, and including (without limitation) all data, manuals, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, computer programs, software, source code, software design data and other items describing or providing information.

**Tour of Duty**

the period of time that Participating Personnel undertake a BPA with a Receiving Unit.

**Trade**

specialisation, mustering, branch or category.

**Training**

the imparting of skill or knowledge through structured courses or other educative processes, conducted by the Participants or other entities, including, but not limited to, civilian agencies, on behalf of the Participants.

**Visitor**

any ADF member in New Zealand or any NZDF member in Australia who is not participating in a BPA.

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**PARAGRAPH 2

SCOPE**

2.1 This MOA applies to all activities involving Participating Personnel that are not the subject of separate arrangements between the Participants. The MOA is designed to promote the active relationship between the Participants through which experience and professional knowledge are shared to the maximum extent permissible under existing policies of the Governments of Australia and New Zealand. The Participants acknowledge that this MOA does not apply to Visitors.

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**PARAGRAPH 3

DISCIPLINE AND ADMINISTRATIVE CONTROL**

3.1 Unless otherwise jointly decided by the Co-ordinating Authorities, Participating Personnel selected for a BPA will be ordered to serve with the Receiving Participant in accordance with the procedures of the Sending Participant.
3.2 Every member of the ADF who is ordered to serve with the NZDF for the purposes of conducting a BPA will be posted to a unit of the ADF, under the command of Australia’s Defence Representative, which is a Visiting Force permanently located in New Zealand.

3.3 Every member of the New Zealand Armed Forces who is ordered to serve with the ADF for the purposes of conducting a BPA will be posted to a unit of the NZDF, under the command of New Zealand’s Defence Representative, which is a Visiting Force permanently located in Australia.

3.4 The Participants acknowledge that Participating Personnel remain subject to the Service Law of the Sending State. They will also be subject to the Receiving State’s civilian law while on the territory of the Receiving State. The Participants acknowledge that Participating Personnel will be members of a visiting force established under paragraph 3.2 or 3.3 of this MOA for the purposes of their respective visiting forces legislation and the Agreement Between the Government of Australia and the Government of New Zealand Concerning the Status of their Forces signed at Melbourne on 29 October 1998 and entering into effect 27 May 2005 (“the SOFA”), meaning that the SOFA will apply to Participating Personnel.

3.5 The Sending State will continue to exercise administrative and disciplinary control over its personnel through its Defence Representative. Each Participant will advise the other in writing of the name and contact details of its Defence Representative.

PARAGRAPH 4
COMMAND

4.1 The Participants acknowledge that:

a. Participating Personnel will remain under the command of their Sending State at all times during their Tour of Duty;

b. Personnel of the Receiving Unit will be ordered by their Commanding Officer to comply with any lawful instructions issued by Participating Personnel of the Sending Participant who are serving in that unit and hold a higher Relative Rank, provided that the instructions are issued in the course of the duties of the position occupied by the Participating Personnel;

c. Participating Personnel of the Sending Service will be ordered by their Service to comply with any lawful instruction issued by an officer or non-commissioned officer of the Receiving Participant who holds a higher Relative Rank, provided that the instruction is issued in the course of the duties of the position occupied by the officer or non-commissioned officer; and
d. Participating Personnel will be ordered by their Sending Service to comply with lawful standing and routine orders and instructions, and all lawful applicable customs, of the Receiving Participant, Service and Unit, which apply to the position they occupy in the Receiving State.

PARAGRAPH 5
BI-LATERAL PERSONNEL ACTIVITY MANAGEMENT

5.1 The period of a BPA will be as jointly decided or varied by the Participants.

5.2 The Participants will jointly decide the positions in which Participating Personnel will serve. The Participants will ensure that Participating Personnel have duty statements and will make those duty statements available to the other Participant.

5.3 Participating Personnel will perform the duties of the positions in which they are ordered to serve. However, where the Receiving Participant identifies another position relating to an immediate operational requirement or like need that could be filled by such personnel it can request, through the Sending Participant’s Defence Representative, that the relevant individual be released for duty in that position. The Co-ordinating Authorities will immediately consult on the arrangements for this.

5.4 The Participants will jointly decide the training and education opportunities that Participating Personnel will carry out.

5.5 The Sending Participant will be solely responsible for the selection of its personnel to carry out a BPA and will do so based on the following criteria, unless otherwise jointly decided:

a. The selected individual(s) will possess the required skills, training, academic qualifications and experience considered necessary by the Participants for the BPA to be carried out;

b. The selected individual(s) will hold the rank and security clearance specified by the Participants for the BPA; and

c. The selected individual(s) will be medically fit to conduct the BPA. If doubt exists, the Receiving State’s medical authorities are to be consulted.

5.6 Personnel of a Sending Service may be ordered to serve with any Service of the Receiving Participant. If a Sending Service cannot fill a position, those positions may be offered to another Service of the Sending Participant. Such changes will be jointly decided in writing by the Co-ordinating Authorities.
5.7 Participating Personnel undertaking Training will be subject to the same monitoring and assessment procedures as those applying to the personnel of the Receiving Participant. Failure to achieve satisfactory progress may lead to counselling and finally withdrawal from course. On completion of, or withdrawal from, the Training, the Receiving Participant will send an end of course report, in respect of the Participating Personnel undertaking the Training, to the Sending Unit.

5.8 The Receiving Participant will charge the Sending Participant the direct cost of Training provided on courses intended primarily for personnel of the Receiving Participant, with full costs to apply if a dedicated course is run for the Participating Personnel. Where appropriate, the Participants may decide to offset the charge for training by the provision of Training staff. These offset arrangements will be made on a case by case basis and will be recorded in Annex B to this MOA.

5.9 Participating Personnel may receive short programmes of military instruction when such instruction is part of the normal orientation or familiarisation for personnel of the Receiving Participant reporting to that or a similar position, or if this is a safety requirement. Provision of such instruction will normally be at the expense of the Receiving Participant. Where this instruction is provided at the specific request of the Sending Participant the costs will be at the expense of the Sending Participant.

5.10 Unless the Sending Participant gives specific prior approval, Participating Personnel will not participate in:

a. military activities other than normal peacetime activities;

b. hostilities;

c. military aid to support or enforce civil authority;

d. maintenance of essential services during industrial disputes;

e. deployments to third countries; or

f. hazardous training which is not a normal incident of serving in the Receiving Unit (for example, parachuting or diving).

5.11 If the duties to be performed by Participating Personnel include any of the above, those personnel will seek instructions from the Sending State’s Defence Representative. Sufficient time will be allowed for the Defence Representative to obtain advice or instructions from the Sending Participant.

5.12 Receiving Participants are exempt from clause 5.10(e) in seeking prior approval where a third country deployment for BPA purposes is effected to a regional nation/area whilst Sending Participant personnel are posted aboard a Receiving Participant naval vessel that is engaged in a regional naval
engagement opportunity/operation or activity, or which engages for the purposes of logistic sustainment.

5.13 In relation to clause 5.10(e), where doubt exists as to an envisaged naval activity, routine exercise or engagement with a third country having potential implications or adverse ramifications for either the Sending State or the Receiving State, prior deployment approval of the Sending Participant is to be obtained.

5.14 Participation in a BPA will not be terminated without prior consultation between the Participants.

5.15 If Participating Personnel are unable to perform their duties, the Receiving Service, after consultation with the Sending Participant's Defence Representative, may request the termination of affected members' Tour of Duty. Re-deployment of Participating Personnel will be at the expense of the Sending Participant.

PARAGRAPH 6
CO-ORDINATION

6.1 The Participants acknowledge that the Co-ordinating Authorities will co-ordinate all BPA. The Co-ordinating Authorities will also monitor policy aspects of this MOA. To that end, they will consult with relevant Services and Joint Headquarters and:

a. regularly review the number and types of BPA positions and opportunities;

b. review regularly the number and types of BPA opportunities;

b. consider withdrawal of any BPA positions; and

c. maintain an up-to-date list of BPA positions of both Participants.

6.2 The Participants acknowledge that details specific to particular BPA are contained in Annex B to this MOA, which may be amended from time to time as required in accordance with paragraph 21.2 of this MOA.

PARAGRAPH 7
PARTICIPANTS' RESPONSIBILITIES

7.1 In addition to any other responsibilities provided in this MOA, the Sending State will:

a. select personnel to conduct BPA in accordance with this MOA;

b. Deploy its own personnel at the start of the BPA and Re-deploy those personnel at the end of the BPA;
c. administer records for pay and allowances and grants of leave;

d. administer its personnel during Deployment, their Tour of Duty and Re-deployment; and

e. administer its personnel if they are required to perform duty on behalf of the Sending State during their Tour of Duty.

7.2 The Participants will jointly decide in writing the allocation of other responsibilities as required.

7.3 The Participants acknowledge that the Co-ordinating Authorities will meet at times and places to be jointly decided by the Participants. Such meetings will be held not less than annually. Such meetings may be conducted by telephone conferencing. Participants will bear their own costs of travelling to and from the venue and all their own costs associated with attending the meeting. The Participant hosting the meeting will provide secretarial and administrative support to the meeting.

PARAGRAPH 8
REPORTS

8.1 The Receiving State will prepare reports, such as performance or course reports, on Participating Personnel at the request of the Sending State, in the format and within the time frame requested by the Sending State. The Receiving State will send such reports to the Sending State's Defence Representative for forwarding to the Sending Service.

8.2 The Participants acknowledge that Participating Personnel may submit reports to the Sending State regarding the BPA in which they are participating or their Tour of Duty generally.

PARAGRAPH 9
PROMOTION AND HIGHER DUTIES

9.1 Where, in the course of a BPA, the Receiving Unit determines that Participating Personnel may perform duties of a higher rank, the Receiving State may request the Sending State's concurrence to have Participating Personnel perform the duties of the higher rank.

9.2 Where, in the course of a BPA, the Receiving Unit determines that Participating Personnel should be granted acting rank, the Receiving State will request that the Sending State confer acting rank upon those Participating Personnel.

9.3 The Participants will consult in order to determine the difference in entitlements, including in salary and allowances, between the substantive rank and that payable for the performance of duties of the higher rank or acting rank of Participating Personnel. Payment of the difference in
entitlements will be at the expense of the Sending State in accordance with Sending State remuneration policy.

PARAGRAPH 10
SECURITY AND TRANSFER OF INFORMATION

10.1 Classified information and material provided or generated pursuant to this MOA will be protected in accordance with the Agreement between the Government of Australia and the Government of New Zealand for the Reciprocal Protection of Classified Information of Defence Interest, signed at Waiouru on 10 February 1989 ("the Agreement") and any Arrangements made pursuant to the Agreement.

10.2 If Participating Personnel are required to travel within the Receiving State, any security clearances, entry passes and other procedures affecting access will be arranged by the Receiving State in accordance with the security policies and procedures of the Receiving Participant.

10.3 Where Participating Personnel identify information or material, whether classified or unclassified, in the course of their Tour of Duty that they consider may be of use to the Sending State, they may request that the Receiving State release the information or material to the Sending State. If such requests are approved, the information or material will be transmitted to the Sending State's Defence Representative by the Receiving State in accordance with the Agreement, where applicable.

10.4 Unclassified information, including technical information (TI) and intellectual property (IP), transferred in confidence pursuant to this MOA will be clearly labelled by the originating Participant with a restrictive legend that sets out the country of origin, the fact that the information is transferred in confidence under this MOA, and the provisions of its use and disclosure.

10.5 Any transfer of TI will be authorised by the owner of that information prior to its transfer.

10.6 Where IP, because of its character, cannot be labelled with such a restrictive legend, the originating Participant may provide to the Receiving Participant notice in writing asking that such IP be received in confidence and treated in the same manner as IP labelled with a restrictive legend. The Receiving Participant will acknowledge the notice of the originating Participant before the IP will be transferred.

PARAGRAPH 11
INTELLECTUAL PROPERTY RIGHTS

11.1 Any IP rights created by Participating Personnel in the course of their official duties will be owned by the Receiving State. The Receiving State will notify the Sending State when any IP of benefit to the Receiving State is created and may grant the Sending State a worldwide irrevocable licence to the IP (including the right to sub-licence). Any IP arising from this MOA and
the granting of any worldwide irrevocable licence to the IP is to be handled in accordance with the respective national laws, regulations and policies of the Participants.

PARAGRAPH 12
PERSONAL DOCUMENTATION

12.1 The Participants acknowledge that Participating Personnel will be required to deploy with at least the following documentation:

a. Service Identity card;

b. copies of medical documents;

c. copies of dental records; and

d. if required, passport.

PARAGRAPH 13
LEAVE

13.1 Participating Personnel may take leave during their Tour of Duty where:

a. the Commanding Officer of the Receiving Unit approves;

b. the leave taken is counted against the Participating Personnel’s annual leave entitlement and is recorded by the Sending State’s Defence Representative; and

c. the Receiving Unit strictly monitors movement of Participating Personnel whilst they are on leave.

13.2 Leave other than annual leave may be granted by Receiving Units to Participating Personnel when Participating Personnel are not required for duty. Such leave granted by the Receiving Units will not be counted against the annual leave entitlement of Participating Personnel.

13.3 The Sending Participant will administer leave types other than those covered in paragraphs 13.1 and 13.2, arising from special circumstances such as compassionate leave, in accordance with the extant policies and procedures of the Sending Participant.

PARAGRAPH 14
MEDICAL AND DENTAL COVER

14.1 The Sending State will ensure that all its Participating Personnel are medically and dentally fit in accordance with the Sending State’s extant policies prior to their Deployment.
14.2 Medical and dental treatment will be provided by the Receiving Participant to Participating Personnel in the same manner and under the same provisions as that provided to personnel of the Receiving Participant. The cost of specialist treatment or hospitalisation will be met by the Sending Participant. The Participants acknowledge that no medical or dental treatment will be provided to the dependants of Participating Personnel.

14.3 Surface or aeromedical evacuation of Participating Personnel within the territory of the Receiving State, or to any overseas destination, using Receiving State military or civil aircraft will occur at the expense of the Sending State.

PARAGRAPH 15
RATIONS AND ACCOMMODATION

15.1 Except as otherwise jointly decided by the Participants, the Sending Participant will provide rations and accommodation for its personnel in accordance with the Sending Participant's conditions of service. Alternatively, the Participants may jointly decide in writing that the Receiving State will provide rations and accommodation to Participating Personnel of the Sending Participant at the Sending Participant's expense. In such a case, rations will be charged at the same rate as that charged to members of the Receiving Participant. Accommodation will be charged at the rates set by the Receiving Participant.

15.2 Except as otherwise jointly decided by the Participants, the Receiving Participant will not provide ancillary accommodation goods and services, such as furniture, which will be independently sourced and paid for by the Sending Participant.

15.3 The Receiving Participant will provide rations and accommodation for Participating Personnel deployed away from the location of their Receiving Unit in the course of duty or other training within the Receiving State. These costs will be at the expense of the Receiving State.

PARAGRAPH 16
FINANCIAL PROVISIONS

16.1 The Sending Participant will pay the salary and allowances of its Participating Personnel except where otherwise expressly provided in this MOA. The Sending Participant will further be responsible for:

a. Removal and storage expenses and allowances;

b. All married quarter and utilities charges, including electricity, gas, water and telephone connection and rental;

c. Transportation, travel allowances and other expenses in connection with Deployment and Re-deployment;
d. Travel costs and allowances in connection with any duty which Participating Personnel perform solely on behalf of the Sending State. Where travel is arranged by the Receiving State, any such costs may form part of any cost recovery invoice;

e. Leave travel including the costs of any emergency, reunion or compassionate leave travel;

f. Compensation for loss or damage to uniforms, and personal equipment issued by the Sending Participant;

g. Cost of shipment of remains and funeral expenses in the event of the death of any Participating Personnel or a dependant; and

h. Compensation for damage to single and married quarters other than that caused by fair wear and tear.

16.2 The Receiving State will provide adequate office accommodation and administrative services as required for Participating Personnel to fulfil their duties.

16.3 Where Participating Personnel are required to travel while on exchange or secondment and in the course of their duties, the Receiving State will be responsible for all costs incurred for such travel. Participating Personnel who travel in the course of duty or training with the Receiving Participant, or who are deployed away from their Receiving Unit, may be eligible for the payment of allowances relating to such travel or deployment. Non-taxable allowances will be paid by the Receiving State, while taxable allowances such as Field Allowance and Seagoing Allowance will be paid by the Sending State. Such allowances will be paid directly to Participating Personnel.

16.4 The Participants will not incur expense on behalf of the other Participant without the prior consent of that Participant. The Participants will then jointly decide cost recovery arrangements for any such expense incurred.

16.5 Subject to applicable national laws, the Participants acknowledge that Participating Personnel will remain subject to the Sending State’s compensation and medical benefits schemes in respect of personal injuries or diseases contracted during their Tour of Duty. It is the intent of the Participants that Participating Personnel will not claim compensation under any compensation scheme of the Receiving State.

PARAGRAPH 17
DRESS AND EQUIPMENT

17.1 Field equipment, tools of trade and protective clothing required by Participating Personnel for the performance of their duties whilst undertaking a BPA will be provided on loan by the Receiving Service. Any damage, fair
wear and tear excepted, will be made good (repaired) at the expense of the Sending Participant.

17.2 The Participants acknowledge that Participating Personnel will comply with the dress regulations of the Receiving Service to the extent possible. The order of dress for any occasion will be that which most nearly conforms to the order of dress for the Receiving Unit to which Participating Personnel are posted. Customs of the Receiving Participant will be observed with respect to the wearing of civilian clothes.

PARAGRAPH 18
CLAIMS

18.1 All claims arising in connection with this MOA will be resolved in accordance with Article 5 of the SOFA.

PARAGRAPH 19
MISCELLANEOUS

19.1 Where Participating Personnel require particular permission in order to perform their duties, such as driving licences or flying qualifications, such matters will be managed in accordance with Article 11 of the SOFA and the Receiving Participant's applicable laws, regulations and policies.

19.2 Use of the Receiving State's facilities by Participating Personnel will be granted in accordance with the Receiving State's laws, regulations and policies.

19.3 The Receiving Participant may confer awards or insignia of military qualifications upon Participating Personnel in accordance with the regulations of the Receiving Participant with the prior approval of the Sending Participant.

19.4 Visas and/or travel orders required by Participating Personnel for Deployment or Re-deployment will be the responsibility of the Sending State.

19.5 In respect of any accident or incident involving Participating Personnel, the Participants will conduct investigations in accordance with the Receiving States' laws, regulations and international obligations. Where possible, a representative of the Sending Participant may participate in the investigation. In accordance with the laws, regulations and policies of the Receiving State, a copy of the incident report will be provided to the Sending Participant.

19.6 In respect of all accidents and incidents involving Participating Personnel, the Receiving Participant will secure the site and take custody of all wreckage and remains.

19.7 The death or serious injury of Participating Personnel will be immediately reported to the Sending Participant. To expedite such reporting this may be undertaken through the Sending Participant's Defence representative in-country. The conduct of any investigations or judicial actions
regarding deceased Participating Personnel will be handled in accordance with the applicable laws and regulations of the relevant jurisdiction of the Receiving State.

19.8 Subject to the Receiving State's laws and regulations the Sending Participant will be permitted to take and retain possession of deceased Participating Personnel and take responsibility, where appropriate, for processing and repatriating deceased Participating Personnel.

19.9 To the extent permitted by their laws, the Participants will not release information concerning the identity and personal details of Participating Personnel to any third party without the prior written permission of the Sending Participant.

PARAGRAPH 20
SETTLEMENT OF DIFFERENCES

20.1 Any differences between the Participants on the interpretation or application of this MOA will be resolved by consultation and negotiation and will not be referred to any third party or tribunal.

PARAGRAPH 21
AMENDMENT, REVIEW, WITHDRAWAL AND TERMINATION

21.1 This MOA may be amended as jointly decided in writing by the Participants.

21.2 The Participants acknowledge that Annex B may only be amended as jointly decided in writing by the Co-ordinating Authorities.

21.3 The Participants may jointly decide to review this MOA at any time.

21.4 This MOA will come into effect on the date of last signature and will remain in effect until terminated.

21.5 Either Participant may terminate this MOA by giving written notice to the other Participant of its intention to terminate, in which case termination of this MOA will occur six (6) months after the date of the notice of termination. Alternatively, the Participants may jointly decide to terminate this MOA at any time.

21.6 The provisions of this MOA concerning financial provisions, security and transfer of information, Intellectual Property, claims and settlement of differences will continue to have effect notwithstanding the termination of this MOA.

21.7 Except as otherwise provided in paragraph 21.8, the coming into effect of this MOA will terminate the Memorandum of Arrangement between the Australian Defence Force and the New Zealand Defence Force relating to the
Conduct of Bilateral Personnel Activity, which came into effect on 24 October 2013.

21.8 The Participants acknowledge that, upon this MOA coming into effect, any BPA will be conducted pursuant to the provisions of this MOA unless the BPA is the subject of a separate arrangement. The Participants expressly intend that, upon coming into effect, this MOA will terminate and replace all existing arrangements governing BPAs. Unless otherwise jointly decided, all annexes and subsidiary documents made pursuant to arrangements terminated by this paragraph will remain in effect, and will be governed by the provisions contained within this MOA. Any inconsistency between an existing annex or subsidiary document and this MOA will be interpreted in favour of this MOA.

For the Australian Defence Force

Name Mark BINSKIN
Rank ACM
Position/Title CDF
Date 20 Feb '16

For the New Zealand Defence Force

Name Tim KEATING
Rank LTGEN
Position/Title CDF
Date 20 Feb '16

Annexes:
A. Relative Ranks of the ADF and NZDF
B. Inclusive Matrix of ADF and NZDF Exchange and Secondment Positions
## ANNEX A

### RELATIVE RANKS OF THE AUSTRALIAN DEFENCE FORCE AND THE NEW ZEALAND DEFENCE FORCE

#### PART 1 – AUSTRALIA

**Officer Ranks**

<table>
<thead>
<tr>
<th>NATO Rank Grade</th>
<th>AS/US Rank Grade</th>
<th>Navy</th>
<th>Army</th>
<th>Air Force</th>
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</thead>
<tbody>
<tr>
<td>OF9</td>
<td>O-10</td>
<td>Admiral</td>
<td>General</td>
<td>Air Chief Marshal</td>
</tr>
<tr>
<td>OF8</td>
<td>O-9</td>
<td>Vice Admiral</td>
<td>Lieutenant General</td>
<td>Air Marshal</td>
</tr>
<tr>
<td>OF7</td>
<td>O-8</td>
<td>Rear Admiral</td>
<td>Major General</td>
<td>Air Vice-Marshall</td>
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<td>OF6</td>
<td>O-7</td>
<td>Commodore</td>
<td>Brigadier</td>
<td>Air Commodore</td>
</tr>
<tr>
<td>OF5</td>
<td>O-6</td>
<td>Captain</td>
<td>Colonel</td>
<td>Group Captain</td>
</tr>
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<td>O-5</td>
<td>Commander</td>
<td>Lieutenant Colonel</td>
<td>Wing Commander</td>
</tr>
<tr>
<td>OF3</td>
<td>O-4</td>
<td>Lieutenant Commander</td>
<td>Major</td>
<td>Squadron Leader</td>
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<td>OF2</td>
<td>O-3</td>
<td>Lieutenant</td>
<td>Captain</td>
<td>Flight Lieutenant</td>
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<tr>
<td>OF1</td>
<td>O-2</td>
<td>Sub Lieutenant</td>
<td>Lieutenant</td>
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</tr>
<tr>
<td>OF1</td>
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<td>Second Lieutenant</td>
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</tr>
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**Other Ranks**

<table>
<thead>
<tr>
<th>NATO Rank Grade</th>
<th>AS/US Rank Grade</th>
<th>Navy</th>
<th>Army</th>
<th>Air Force</th>
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<tbody>
<tr>
<td>OR9</td>
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</tr>
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<td>OR8</td>
<td>E08</td>
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<td>Warrant Officer</td>
<td>Flight Sergeant</td>
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<td>OR7</td>
<td>E07</td>
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<tr>
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<td>Lance Corporal</td>
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PART 2 – NEW ZEALAND

Officer Ranks

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<th>Air Force</th>
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<tbody>
<tr>
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<td>Vice Admiral</td>
<td>Lieutenant General</td>
<td>Air Marshal</td>
</tr>
<tr>
<td>OF7</td>
<td>Rear Admiral</td>
<td>Major General</td>
<td>Air Vice Marshal</td>
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<td>OF6</td>
<td>Commodore</td>
<td>Brigadier</td>
<td>Air Commodore</td>
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<tr>
<td>OF5</td>
<td>Captain</td>
<td>Colonel</td>
<td>Group Captain</td>
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<tr>
<td>OF4</td>
<td>Commander</td>
<td>Lieutenant Colonel</td>
<td>Wing Commander</td>
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<tr>
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<td>Major</td>
<td>Squadron Leader</td>
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<tr>
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<td>Captain</td>
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<td>Flying Officer</td>
</tr>
<tr>
<td>OF0</td>
<td>Ensign</td>
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<td>Pilot Officer</td>
</tr>
<tr>
<td></td>
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Other Ranks

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<th>Rank Grade</th>
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<th>Army</th>
<th>Air Force</th>
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</tr>
<tr>
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<td>Warrant Officer Class Two</td>
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</tr>
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<td>Staff Sergeant</td>
<td>Flight Sergeant</td>
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<tr>
<td>OR5/6</td>
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<td>Sergeant</td>
<td>Sergeant</td>
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<tr>
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<td>Bombardier / Corporal</td>
<td>Corporal</td>
</tr>
<tr>
<td>OR3</td>
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<td>Lance Bombardier</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Lance Corporal</td>
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</tr>
<tr>
<td>OR2</td>
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<td>Leading Aircraftman</td>
</tr>
<tr>
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<td>Aircraftman</td>
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ANNEX B

INCLUSIVE MATRIX OF ADF AND NZDF EXCHANGE AND SECONDMENT POSITIONS

1. The matrix of ADF and NZDF exchange and secondment positions will be managed through this annex.

2. The matrix may be maintained and amended as jointly decided by the Participants independent of this MOA and without any requirement to renegotiate the agreed arrangements.

3. Due to the oversight and management requirements associated with updating individual line items, along with the fluid nature of personnel exchange positions and secondments, the matrix will be compiled and maintained separately by respective joint personnel policy areas within the ADF and NZDF and collated for review and where necessary amendment, as and when required.