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Operations Support

**THE USAF ACADEMY (USAFA) CADET
SEMESTER EXCHANGE ABROAD PROGRAM
(C-SEAP)**

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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This instruction implements Section 9345 of Title 10 of the U.S. Code “Exchange Program with Foreign Military Academies” and Air Force Policy Directive 16-1, “International Affairs.” It defines the program, assigns responsibilities and provides guidance for managing and administering the USAF Academy C-SEAP. This instruction does not apply to the Air Force Reserves or Air National Guard.

1. Program Definition. The USAFA C-SEAP is designed to respond to Air Force requirements for foreign language proficient officer personnel to protect US global interests and meet our responsibilities. In-country language and cultural immersion programs are the most successful approaches to producing language fluency. Such programs, conducted at a foreign military academy, have the added benefit of educating USAFA cadets on the forces of friendly nations. These programs, with their emphasis on language immersion and in-country experience, also add to the pool of qualified Air Force officers able to fill future assignments as foreign area officers (FAO). At the same time, affording international cadets from foreign academies an opportunity for a brief period of study at USAFA furthers engagement and cooperation between air forces and provides strong, mutually beneficial educational dividends for both academies.

2. Program Description. The C-SEAP entails a one-for-one reciprocal exchange of cadets, for one USAFA academic semester (approximately 4 1/2 months), between USAFA and a foreign military academy during the same fiscal year. During the exchange, visiting cadets are fully integrated into the academic, military, athletic, and social life of the host academy. The academic curriculum of the proposed military service academies must be comparable to ensure participating cadets receive academic credit for attendance at the host service academy. All support provided to visiting cadets under this program will be on a reciprocal basis. Cadet exchanges will be conducted pursuant to a memorandum of agreement (MOA) between the participating military services.

3. Responsibilities.

3.1. SAF/IAX will provide guidance and administrative oversight of the C-SEAP and will serve as the overall focal point for C-SEAP matters.

3.2. SAF/IA country directors will:

3.2.1. Coordinate proposed C-SEAPs with SAF-IA/AFAAO (FAO Proponent Office), the United States Defense Attache in country, OASD (ISA) (FMRA) and (OASD)(FMP) (MPP)/(AP), and advise USAFA of approval or disapproval to determine feasibility. SAF/IAX will also be informed of approval or disapproval to determine the feasibility of the C-SEAP.

3.2.2. Prepare the exchange agreement for C-SEAPs, using the model agreement at [Attachment 1](#). No change in the provisions of the MOA is authorized without prior coordination with the USAFA/DFIP and approval from SAF/IAX and SAF/GCI.

3.2.3. Coordinate the exchange agreement with SAF/IAX, SAF-IA/AFAAO (FAO Proponent Office), SAF/GCI, OASD (ISA) (FMRA) in accordance with AFI 51-701 and forward to the participating foreign military service for staffing and signature.

3.2.4. Issue an international program directive (IPD) to the USAFA directing implementation of the C-SEAP upon receipt of a signed MOA from the participating foreign military service.

3.2.5. Forward copies of the signed C-SEAP MOA within 20 days of signature, to the Department of State, (ATTN: L/T), Washington, D.C. 20520, DoD/General Counsel, 1600 Defense Pentagon, Washington, DC 20301-1600, SAF/GCI, 1740 Air Force Pentagon, Washington, DC 20330-1740, SAF/JAI, 1420 Air Force Pentagon, Washington, DC 20330-1420, OSD (ISA-FMRA), Washington, DC 20301-2400.

3.2.6. Renew, revise or terminate the C-SEAP MOA as required.

3.3. USAFA's Office of International Programs (HQ USAFA/DFIP) will:

3.3.1. Develop proposed C-SEAPs in coordination with SAF-IA/AFAAO (FAO Proponent Office) in order to promote effective integration of C-SEAP and FAO Program global engagement objectives.

3.3.2. Act as liaison with the proposed foreign military academy to determine feasibility of the C-SEAP upon receipt of approval from the SAF/IA country director.

3.3.3. Keep the SAF/IA country director, SAF/IAX, and, when appropriate, Air Force Element (AFELM)/Ramstein informed on the status of the proposed C-SEAP.

3.3.4. Provide details for the proposed C-SEAP to the SAF/IA country director for inclusion in the C-SEAP MOA.

3.3.5. Forward a request to the SAF/IA country director, with information copy to SAF/IAX, to renew, revise, or terminate existing C-SEAP MOAs when necessary.

TOME H. WALTERS, JR, Maj Gen, USAF
Acting Deputy Under Secretary of the Air Force
International Affairs

Attachment 1

GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION

References

AFPD 16-1, *International Affairs*

AFR 51-701, *Negotiating, Concluding, Reporting, and Maintaining International Agreements*

Abbreviations and Acronyms

C-SEAP—Cadet Semester Exchange Abroad Program

FAO—foreign affairs officer

MOA—memorandum of agreement

Attachment 2

MODEL MEMORANDUM OF AGREEMENT FOR THE CADET (C-SEAP)

AGREEMENT BETWEEN

THE UNITED STATES AIR FORCE

AND

THE (COUNTRY) AIR FORCE

REGARDING THE EXCHANGE

OF CADETS

BETWEEN AIR FORCE ACADEMIES

PREAMBLE

The United States Air Force (USAF) and the (Country) Air Force (_AF), hereafter referred to as “the Parties,” have agreed to establish a Cadet Exchange Program (CEP) between their Air Force Academies, which is designed to strengthen friendship and understanding between the countries and their Air Forces and to enhance cadet education.

ARTICLE I DEFINITION OF TERMS

1. Air Force Academies. The United States Air Force Academy and the (Country) Air Force Academy).
2. CEP Student. Any individual enrolled as a student at an Air Force Academy who is receiving instruction at a Host Air Force Academy pursuant to this CEP.
3. Parent Service. The Military Service to which the CEP Student belongs.
4. Host Service. The Military Service whose Academy the CEP Student is temporarily attending pursuant to this Agreement.
5. Host Service Country. The country to which the Host Service belongs.
6. Parent Air Force Academy. The Air Force Academy from which the CEP Student is permanently attending.
7. Host Air Force Academy. The Air Force Academy which the CEP Student is temporarily attending.
8. Reciprocal, Academic Semester-Long Exchange. The simultaneous exchange of cadets, on a one-for-one basis, between the USAF and (Country Air Force) to undergo the Host Air Force Academy’s academic, athletic, and military course of study and training programs.

ARTICLE II
PURPOSE AND SCOPE

1. This agreement establishes the terms and conditions by which the Parties agree to establish a Cadet Exchange Program to provide for a reciprocal exchange of cadets of the Air Force Academies. This Agreement sets forth the general terms and conditions by which an exchange of cadets can occur to the extent permissible under existing policies, laws, and regulations of the United States of America and (Country).
2. The CEP shall be a one-for-one reciprocal exchange of students enrolled at an Air Force Academy of one Party to pursue the established course of study at the Air Force Academy of the other Party.
3. Each reciprocal exchange shall coincide (in length and timing) with one semester of the United States Air Force Academy.

ARTICLE III
SPECIAL PROVISIONS

This Agreement does not constitute a commitment on the part of either Party, Parent Service, or Parent Air Force Academy to participate in a reciprocal exchange at any given time. The invitation to attend an Air Force Academy for a semester pursuant to the CEP shall be conditional upon a reciprocal invitation. The requirement for reciprocity is met when CEP Students report to the Host School regardless of whether or not all Students complete the program.

ARTICLE IV
SELECTION OF CADETS

The selection of CEP Students shall be solely the responsibility of the Parent Air Force Academy. The number of cadets selected shall be based on the agreement set forth between the Air Force Academies in the Appendix to this Agreement. CEP Students shall be unaccompanied during the period of the exchange.

ARTICLE V
FINANCIAL ARRANGEMENTS

1. The Parent Service/Parent Air Force Academy shall be responsible, during the period of the exchange, for the costs listed below:

- a. Basic pay and allowances for their cadets.
- b. All costs, including per diem and other travel allowances and transportation, associated with transporting their cadets to and from the Host Air Force Academy.
- c. Compensation for loss of, or damage to, the uniforms or other personal, Parent Service-issued equipment of their cadets.
- d. Cost of preparation and shipment of remains and funeral expense in the event of the death of their cadets.
- e. Expenditures in connection with any special duties performed on behalf of the Parent Service.
- f. Medical and dental charges for treatment of CEP Students that require reimbursement under the laws or regulations of the Host Service Country.
- g. Cost of prerequisite language training.
- h. All expenses in connection with the return of CEP Students who have been discharged from this CEP.

2. The Host Service/Host Air Force Academy shall be responsible, during the period of the exchange, for all tuition, books, education, military training, billeting and subsistence costs at the Host Air Force Academy, as well as all costs for travel within the Host Service Country related to military training.

3. The Parent Service and CEP Students, as appropriate, shall be liable for all other services and expenses for CEP Students, including any which are unconnected with the requirements of the exchange.

4. The obligations of the Parties under this Agreement shall be subject to the availability of appropriated funds for such purposes.

ARTICLE VI
SECURITY

1. CEP Students shall at all times be required to comply with the laws of the Host Service's Country and security regulations and procedures of the Host Service. Any violation of security procedures by CEP Students during their exchange shall be reported to the Parent Service for appropriate action. CEP Students committing willful violations of Host Service security procedures during the exchange shall be removed from the CEP with a view toward administrative or disciplinary action by the Parent Service.
2. The Host Air Force Academy and Parent Air Force Academy shall ensure that CEP Students are fully cognizant of applicable laws and regulations concerning the protection of proprietary information (such as copyrights) and controlled unclassified information to which access might be gained under this Exchange Program, both during and after completion of training.
3. CEP Students shall not have access to classified information under this Agreement.

ARTICLE VII
ADMINISTRATION AND CONTROL

1. The Office of the Defense AttachÈ, US Embassy (Country) will be the point of contact for United States Air Force Academy Students participating in the CEP. The (Country Embassy) will be the point of contact for (Country Air Force Academy) Students participating in the CEP.
2. The Host Air Force Academy will report, by the most expeditious means, CEP Student casualty notification information to the Air AttachÈ at the CEP Student's parent government Embassy, and will provide any additional casualty assistance requested.
3. CEP Students are authorized to operate private motor vehicles in accordance with the provisions of Article XIX.

**ARTICLE VIII
IDENTIFICATION**

CEP Students shall be required to possess valid identification cards issued in accordance with the regulations of the Parent Service. CEP Students shall also be issued identification cards by the Host Service for the duration of the exchange. The Host Service identification cards shall be used only to gain access to facilities for services, such as medical care or commissary use, that are authorized pursuant to this Agreement.

**ARTICLE IX
RESPECT FOR HOST PARTY LAW**

CEP Students shall be required to respect the law of the government of the Host Service and abstain from any activity inconsistent with the spirit of this Agreement and from any political activity in the country of the Host Service.

**ARTICLE X
ENTRY AND EXIT**

CEP Students shall be required to possess appropriate documentation issued by the Parent Service and required by the country of the Host Service for entry into and exit from that country.

**ARTICLE XI
WEAPONS**

1. CEP Students shall not be permitted to import or carry personal weapons in the country of the Host Service except when authorized by the Host Service authorities and the weapons are registered in accordance with applicable laws.
2. Weapons issued to CEP Students for military purposes by the Parent Service shall be introduced into the country of the Host Service only if authorized by the Parent Service and in accordance with the laws of the government of the Host Service.

ARTICLE XII
DISCIPLINE AND REMOVAL

1. CEP Students shall be required to comply with the regulations, orders, instructions, and customs of the Host Air Force Academy.
2. Except as provided in paragraph 3 of this article, the Host Service shall not take disciplinary action against a CEP Student who commits an offense under the military laws or regulations of the Host Party. The Parent Service, however, shall take such administrative or disciplinary action against the CEP Student as may be appropriate under the circumstances, to ensure compliance with this Agreement, and the Parties shall cooperate in the investigation of any offenses under the laws or regulations of either Party.
3. The CEP Student may be withdrawn from the CEP at any time by the Host Service for any reason, including, but not limited to, the violation of the regulations or laws of the Host Service or its government. In addition, at the request of the Host Service, the Parent Service shall remove the CEP Student from the territory of the Host Service. The Host Service shall provide an explanation for its removal request, but a disagreement between the Parties concerning the sufficiency of the Host Service's reasons shall not be grounds to delay the removal of the CEP Student.
4. CEP Students shall not exercise any supervisory or disciplinary authority over military or civilian personnel of the Host Service.
5. Consistent with paragraph 1 of this article, CEP Students should extend normal military courtesy to military personnel of the Host Service who are superior in rank to them.
6. To the extent authorized by its laws and regulations, the Host Service shall cooperate in the application of administrative or disciplinary action by the Parent Service against the offending CEP Student.

ARTICLE XIII
USE OF FACILITIES

1. (Country) CEP Students shall be entitled to the same use of administrative, logistical, and commissary facilities as are accorded US Air Force Academy cadets.
2. US Air Force Academy CEP Students shall be entitled to the same use of administrative, logistical, and commissary facilities as Host Air Force Academy cadets.

**ARTICLE XIV
UNIFORM**

CEP Students shall be required to comply with the dress and grooming regulations and standards of the Parent Air Force Academy. The order of dress for any occasion shall be that which most nearly conforms to the order of the Host Air Force Academy. Customs of the Host Air Force Academy shall be observed with respect to wearing of civilian clothes.

**ARTICLE XV
LEAVE**

CEP Students may be granted leave and passes according to the entitlements of the Host Air Force Academy.

**ARTICLE XVI
MEDICAL AND DENTAL SERVICES**

1. CEP Students are entitled to the full range of medical, health, and dental care services afforded Host Air Force Academy cadets during the duration of the exchange.
2. The Parent Service shall ensure that proposed CEP Students are in good medical and dental health prior to commencing the CEP.

**ARTICLE XVII
REPORTS AND EVALUATIONS**

Evaluations and reports of the CEP shall be in accordance with joint Host/Parent Air Force Academy agreement specified in the Appendix to this Agreement.

**ARTICLE XVIII
PRIVILEGES AND EXEMPTIONS**

Alternative A

(NOTE: For agreements with Parties who are NATO members or other countries with which there are SOFAs use this Alternative.)

The (U.S.-Country) Status of Forces Agreement (or NATO SOFA, as applicable), dated (date), pertaining to rights and privileges of military personnel while in the country of the Host Service shall apply to CEP Students.

Alternative B

(NOTE: Use this Alternative for agreements with non-NATO countries without SOFAs.)

1. To the extent authorized by the laws and regulations of the government of the Host Service, the following privileges shall be available to CEP Students:

a. Exemption from any tax of the government of the Host Service on income received from the Parent Service.

b. Exemption from any customs, import duty, or similar tax on articles brought into the country of the Host Service in connection with their official or personal use, including their baggage, household effects, and private motor vehicles.

c. Privileges at military commissaries, exchanges, theaters, and clubs on the same basis as equivalent personnel of the Host Service.

2. CEP Students shall be eligible for any other privilege granted by the government of the Host Service under its laws and regulations.

ARTICLE XIX CLAIMS

Alternative A

(NOTE: For agreements with Parties who are NATO members or other countries with which there are SOFAs use this Alternative.)

1. Claims against either Party or its personnel shall be dealt with in accordance with the terms of Article VIII of the NATO Status of Forces Agreement (NATO SOFA or other SOFA as applicable), dated 19 June 1951.
2. CEP Students shall obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the Host Service, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

Alternative B

(NOTE: Use this Alternative for agreements with non-NATO countries without SOFAs.)

1. The Parties waive all their claims, other than contractual claims, against each other, and against the military members and civilian employees of each others Department or Ministry of Defense, for damage, loss or destruction of property owned or used by its respective Department or Ministry of Defense, if such damage, loss or destruction:
 - a. was caused by a military member or a civilian employee in the performance of official duties, or
 - b. arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its Department or Ministry of Defense, provided that the vehicle, vessel or aircraft causing the damage, loss or destruction was being used for official purposes, or that the damage, loss or destruction was caused to the property being so used.
2. The Parties shall waive all their claims against each other and against the military members and civilian employees of each other's Department or Ministry of Defense for injury or death suffered by any military member or civilian employee of their Department or Ministry of Defense while such member or employee was engaged in the performance of official duties.
3. Claims, other than contractual claims, for damage, loss, injury, or death, not covered by the waivers contained in paragraphs 1 and 2 of this Article, arising out of an act or omission by the military members or civilian employees of its Department or Ministry of Defense, or out of an act of omission for which the Parent Service is legally responsible, shall be presented to the Parent Service for consideration under its applicable laws and regulations.

4. CEP Students shall obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the Host Service, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

ARTICLE XX NOTIFICATION

Each Service shall notify the other of their intention to participate in the CEP and forward the name(s) and other pertinent data for the CEP students as specified in the appendix to this Agreement.

ARTICLE XXI SETTLEMENT OF DISPUTES

Disputes arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to an individual, a national or international tribunal, or to any other forum for settlement.

ARTICLE XXII ENTRY INTO FORCE, AMENDMENT, DURATION, AND TERMINATION

1. All activities of the Parties under this Agreement shall be carried out in accordance with the national laws and regulations of the Parties.
2. The Appendix to this Agreement forms an integral part hereof. In the event of a conflict between an Article of this Agreement and the Appendix to this Agreement, the Article shall control.
3. This Agreement and its Appendix may be amended by the mutual written consent of the Parties.
4. This Agreement may be terminated by mutual written consent of the Parties. In the event both Parties consent to terminate this Agreement, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.
5. Either Party may terminate this Agreement upon 180 days' written notification to the other Party. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action.
6. The respective rights and responsibilities of the Parties regarding Article XIX (Claims) shall continue notwithstanding termination or expiration of this Agreement.

7. This Agreement, which consists of twenty-two (22) Articles and one (1) Appendix, shall enter into force upon signature by both Parties and shall remain in force for ten (10) years. It may be extended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments, have signed the Agreement.

FOR THE UNITED STATES

AIR FORCE

FOR THE (COUNTRY) AIR FORCE

(Signature)

(Signature)

(Typed Name)

(Typed Name)

(Rank/Title)

(Rank/Title)

(Date)

(Date)

(Place)

(Place)

APPENDIX _
ON THE
EXCHANGE OF CADETS
BETWEEN
THE UNITED STATES AIR FORCE ACADEMY (USAFA)
AND
THE (COUNTRY) AIR FORCE ACADEMY

Pursuant to the terms and conditions of the Agreement on the Exchange of Cadets Between Air Force Academies/Schools, signed on (date), between the United States Air Force and the (Country Air Force) hereby establish the details of the exchange, which shall upon execution by both Parties become a part of the aforementioned Agreement.

1. CONDITIONS:

a. Tour of Duty:

b. Number of Cadets to be Exchanged/Frequency:

c. Selection Criteria:

2. ACADEMIC WORK:

3. LEADERSHIP, MILITARY TRAINING AND ATHLETICS:

4. AVIATION, AIRMANSHIP, PARACHUTE TRAINING:

5. NOTIFICATION:

6. REPORTS:

7. ADMINISTRATIVE MATTERS:

8. WITHDRAWAL PRIOR TO COMPLETION OF TOUR OF DUTY:

FOR THE UNITED STATES
AIR FORCE ACADEMY

FOR THE (FOREIGN COUNTRY
SCHOOL)

(Signature)

(Signature)

(Typed Name)

(Typed Name)

(Rank/Title)

(Rank/Title)

(Date)

(Date)

(Place)

(Place)