

MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES SPECIAL OPERATIONS COMMAND
AND
DEPARTMENT OF THE TREASURY
(OFFICE OF TERRORISM AND FINANCIAL INTELLIGENCE)

ARTICLE I
PARTIES AND PURPOSE

1.1. This Memorandum of Agreement (MOA) establishes an agreement between the United States Special Operations Command (USSOCOM) and the United States Department of the Treasury - Office of Terrorism and Financial Intelligence (TFI) hereinafter known as "the parties." The objective of this MOA is to facilitate information sharing, improve coordination, planning, and joint actions to enable both parties to carry out their missions more effectively as well as other activities which threaten national security or foreign policy of the United States. It is fully understood by the parties that nothing herein is intended to be interpreted to imply that TFI will take part in any USSOCOM intelligence and/or operational activity.

1.2. This MOA provides that USSOCOM will assign a Special Operations Support Team (SOST) on a non-reimbursable basis, which will consist at a minimum of one SOST Chief to the Office of TFI, and when/if resources become available, one Deputy SOST Chief and other SOST personnel to better assist with the TFI and USSOCOM missions. The SOST Chief serves as the representative of the Commander, USSOCOM and provides TFI with special operations expertise and advice at the strategic level and below. Of note, this MOA does not preclude TFI the flexibility (if needed) of a Senior Advisor (SA) to be assigned to and employed at USSOCOM as SA to the Commander.

ARTICLE II
BACKGROUND

2.1. The Secretary of Defense directed USSOCOM to synchronize planning for global operations against terrorist networks and to do so in coordination with appropriate U.S. government agencies. Pursuant to that direction, USSOCOM developed the Interagency Partnership Program that includes assigning SOSTs to U.S. government agencies (including Treasury) to ensure the sharing of information relevant to the implementation of their respective activities. In 2008 TFI and USSOCOM agreed in principle (without an MOA) to allow a SOST representative within TFI. This MOA is to have an official document to memorialize SOST assignments to TFI in one document and to make other clarifications agreed upon by both parties.

ARTICLE III AUTHORITY AND SCOPE

3.1. This MOA complies with Department of Defense (DOD) Instruction 4000.19, "Interservice and Intergovernmental Support," adheres to DOD Instruction 1000.17, "Detail of DOD Personnel to Duty Outside the Department of Defense" and operates under the authority of the National Military Strategic Plan for the Global War on Terror and the DOD Unified Command Plan. This MOA is intended solely for the purpose of establishing SOST members in TFI and is not intended to alter previously established relationships between the department of the Treasury and any DOD component except as specifically set forth herein.

ARTICLE IV OBJECTIVES OF MOA

4.1. To provide effective interface, cooperation, and coordination between TFI and USSOCOM in furtherance of their respective missions and initiatives, including the analysis and dissemination of information, where appropriate.

4.2. To ensure Commander, USSOCOM and the USSOCOM staff receive prudent advice, guidance, and recommendations regarding USSOCOM interaction and interface with TFI on matters pertinent to the purpose of this MOA.

4.3. To ensure TFI and USSOCOM share pertinent information concerning events and activities in the USSOCOM Area of Responsibility/Area of Interest (AOR/AOI) that are related to, or could affect, TFI activities or are encompassed by TFI authorities.

4.4. To provide USSOCOM a single interface and ready access to the Office of TFI and staff. USSOCOM interface and interaction with TFI will be through the SOST. The SOST will work primarily within/under the umbrella of the Under Secretary of TFI and is expected to work with other TFI departments/offices to include; Office of Terrorist Finance and Financial Crimes (TFFC), Office of Foreign Assets Control, (OFAC), Office of Intelligence and Analysis (OIA), and the Financial Crimes Enforcement Network (FinCEN), as well as Treasury offices and liaison elements at other departments/agencies as necessary.

4.5. To ensure the TFI staff/departments are cognizant of USSOCOM's worldwide mission and capabilities, as well as resources, potentially available to assist TFI in carrying out its activities.

4.6. To define the logistical, administrative and infrastructure support provided by both USSOCOM and TFI for the SOST.

4.7. To establish the general guidelines, consistent with DOD and TFI rules and regulations, to enable USSOCOM and TFI to share and protect information.

4.8. To enhance TFI's capability to plan and execute activities consistent with counterterrorism (CT) activities carried out by USSOCOM and other DOD agencies.

4.9. To enhance USSOCOM's capability to plan and execute synchronized CT related activities with TFI and other US Government (USG) agencies.

4.10. To coordinate and synchronize TFI and USSOCOM activities, as appropriate, in support of the counterterrorism mission of each of the parties.

4.11. To ensure the USSOCOM staff is cognizant of TFI's worldwide mission and capabilities, as well as resources potentially available to assist USSOCOM in carrying out its activities.

ARTICLE V SPECIFIC RESPONSIBILITIES

5.1. USSOCOM will:

5.1.a. Identify personnel with appropriate experience to serve as TFI SOST members. The SOST Chief will be in the grade of O-6 and possess the appropriate experience to serve as the USSOCOM Senior Military Advisor to TFI. The Deputy Chief will be in the grade of O-5. SOST Officers will be assigned to USSOCOM with duty at TFI for a period of three (3) years.

5.1.b. Authorize the SOST Chief to advise TFI on special operations matters impacting the strategic level and below.

5.1.c. Authorize the SOST Deputy to assist the SOST Chief in the execution of all duties including, but not necessarily limited to, managing USSOCOM-TFI collaboration in geographic regions and participating in TFI planning processes.

5.1.d. Designate the SOST Chief as the primary TFI point of contact for USSOCOM, and establish direct liaison between TFI and USSOCOM.

5.1.e. Ensure, to the extent possible, that the SOSTs have appropriate connectivity with all elements, offices, and entities of USSOCOM. USSOCOM will provide all necessary USSOCOM-unique equipment at TFI, subject to prior review and approval by TFI.

5.1.f. Be responsible for the administrative requirements of the SOST, to include; providing SOST performance evaluations, awards, salary, employee benefits, to include medical/dental insurance and permanent change of station (PCS) expenses, and disciplinary action.

5.1.g. Ensure SOST members have and maintain valid TOP SECRET/SENSITIVE COMPARTMENTED INFORMATION (TS/SCI) security clearances and understand DOD and TFIs procedures for training, handling and disseminating classified and sensitive information. USSOCOM will notify TFI of the types of accesses and/or training granted to SOST members.

5.1.h. Be responsible for providing SOSTs with all funding relating to USSOCOM-specific missions and training requirements.

5.1.i. Share releasable information it possesses or becomes aware of that relate to or might affect TFI activities.

5.1.j. When appropriate, fund TFI personnel for USSOCOM/DOD-specific activities and training requirements.

5.2. TFI will:

5.2.a. Provide the SOST with necessary office space and equipment, furniture, administrative supplies, and appropriate classified material storage facilities, as well as any non-USSOCOM unique communication means to include: unclassified [NIPRnet], secret [SIPRnet]/[Classified Net], and TS/SCI computer and video teleconference capability. When applicable, TFI will assist with the necessary access and procedures for any USSOCOM specific communication certified/approved systems or devices at no additional cost to TFI. It is agreed that TFI is not responsible for providing non-standard facilities or equipment (such as cameras, SCIF, and alarms) that are not normally provided to TFI departments/offices located in Washington, D.C.

5.2.b. Fund the SOST Officers for TFI-specific activities, training and operations.

5.2.c. Provide SOST's all required access documentation and badges, etc. while assigned to TFI for entry/exit into the building and facilities, to include, any outside agencies or organizations (as required) to assist Treasury's objectives/initiatives. Additionally, ensure that SOST Officers have reasonable access to TFI staff, staff meetings, and pertinent information regarding TFI events and activities within the USSOCOM AOR/AOI.

5.2.d. Assign the SOST to the Office of TFI to best facilitate within TFI for coordinating activities concerning the SOST. All SOST activities shall be directly related to TFI and USSOCOM activities that are consistent with this agreement. The rules and policies that govern the internal operations and management of TFI are applicable to the members of the SOST.

5.2.e. Notify USSOCOM's security activity of any security incident/violation committed by any member of the SOST resulting in the compromise or possible compromise of sensitive or classified information. TFI will be primarily responsible for investigating and determining actual or potential damage as a result of the compromise or possible compromise of sensitive or classified information resulting from said violation/incident and will provide a copy of any report or investigation to USSOCOM's security activity for incidents committed by a SOST member for proper action.

ARTICLE VI AMENDMENTS

6.1. This MOA may be amended at any time by written agreement between the parties.

ARTICLE VII RESOLUTION OF DISAGREEMENTS

7.1. Nothing in the MOA is intended to conflict with current and relevant USG laws or statutes, or with DOD, USSOCOM, or TFI regulations or directives. If the terms of this MOA are inconsistent with existing directives or regulations of any of these agencies/parties, then those portions that are deemed inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of this MOA, all necessary changes will be accomplished either by an amendment to this MOA or by entering into a new agreement, whichever is deemed more expedient by the Parties.

7.2. Should disagreement arise on the interpretation of the provisions of this MOA, or amendments and/or revisions thereto, which cannot be resolved at the operating level, the area(s) of disagreement will be put into writing by each Party and presented to the other Party for consideration. If an agreement is not reached within 30 days, the Parties agree to forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

ARTICLE VIII IMPLEMENTATION

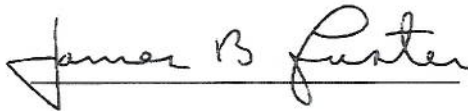
8.1. Nothing in this MOA shall be deemed to be an obligation of funds by either party. The primary benefit of this MOA accrues to USSOCOM in support of USSOCOM missions as directed by the Secretary of Defense, and therefore does not result in an unauthorized appropriation to the Department of Treasury. All activities carried out under this MOA shall be subject to the availability of funds and, to the extent necessary, shall be funded through separate obligating documents.

8.2. This MOA shall become binding and effective upon signature of authorized representatives of the Parties and shall remain in effect until terminated.

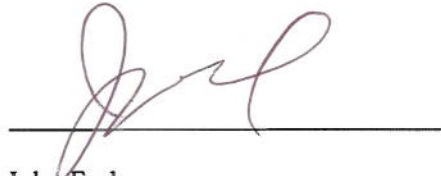
8.3. Duplicate originals of this MOA will be provided to both Parties.

**ARTICLE IX
TERMINATION AND REVIEW**

9.1. This MOA may be terminated upon mutual agreement by both Parties or upon written notice to the other Party by the undersigned or their successors. Each Party agrees to give a minimum of 90-day written notice in the event it decides to terminate this MOA. If no changes are required, each Party agrees this MOA will stay enforced during all rotation/change of assignment of SOST personnel.



JAMES B. LASTER
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Chief of Staff
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Department of the Treasury

NOV 26 2013

(date)

26 Nov 13

(date)

Department of Defense Executive Secretary

(date)