

**MEMORANDUM OF UNDERSTANDING  
AMONG  
THE DEPARTMENT OF DEFENSE  
AND  
TRANSPORTATION SECURITY ADMINISTRATION OF THE  
DEPARTMENT OF HOMELAND SECURITY  
AND  
DEPARTMENT OF TRANSPORTATION  
ON  
MATTERS RELATING TO CERTAIN DoD PERSONNEL TRANSITING  
COMMERCIAL AIRPORTS ON CHARTER AIRCRAFT**

**I. PARTIES.** The parties to this Memorandum of Understanding (MOU) are the Department of Defense (DoD), the Transportation Security Administration (TSA) of the Department of Homeland Security, and the Department of Transportation (DOT).

**II. PURPOSE.** The purpose of this MOU is to comply with section 606 of Public Law 108-176 and to establish security procedures through which members of the armed forces, and certain DoD civilians and contractors identified in Section IV of this MOU, who are transported on certain flights operated by private chartered aircraft operators, subject to TSA regulations, may enter sterile areas of commercial airports regulated by TSA.

**III. SCOPE.** This MOU applies when members of the armed forces traveling in uniform, and certain DoD civilians and contractors identified in Section IV, are transported on private charter aircraft or on DoD-owned aircraft to and from overseas points when the aircraft makes a technical stop exceeding one hour in length at commercial airports.

**IV. DEFINITIONS.** For the purposes of this MOU, the following definitions apply:

- a. Members of the Armed Forces, DoD Civilians and Contractor personnel means all active duty military personnel to include activated members of the National Guard and Reserves; members of the U.S. Coast Guard when operating as a Military Service of the U.S. Navy; civilians employed by DoD and contractor personnel when traveling with members of the armed forces on private charter aircraft.
- b. Sterile area means a portion of an airport, defined in the airport security program, that provides passengers access to boarding aircraft and to which the access generally is controlled by TSA or by an aircraft operator under 49 CFR Part 1544 or a foreign air carrier under 49 CFR Part 1546, through the screening of persons and accessible property.
- c. Technical stop (also referred to as a “stop for non-traffic purposes”) means landing for any purpose other than taking on or discharging passengers, cargo, or mail.
- d. Inoperable means rendering a firearm incapable of functioning and cannot be readily converted to a useable condition. Methods for rendering a firearm inoperable include but are not limited to removing the firing pin, immobilizing or removing essential parts or otherwise making the weapon incapable of being discharged.

**V. RESOURCES.** The parties agree that they will each make reasonably available the resources to fulfill their responsibilities under this MOU.

**VI. RESPONSIBILITIES:** The parties' responsibilities and the procedures for carrying out the terms of this MOU are contained in the following annexes:

- a. Annex A. Security Procedures and Requirements for Members of the Armed Forces and Certain DoD Civilian and Contractor Personnel Seeking Access to Sterile Areas of TSA-Regulated Airports in Accordance with this MOU
- b. Annex B. Listing of Organizational Points of Contact for Emergency Situations

**VII. AUTHORITIES.** Section 606 of Public Law 108-176 authorizes DoD, TSA and DOT to enter into this agreement for the transportation of members of the armed forces. DoD, TSA and DOT have agreed to apply the terms of this MOU to certain DoD civilians and contractors identified in Section IV of this MOU when traveling with members of the armed forces on private charter aircraft. Nothing in this MOU shall otherwise affect the authorities of the DoD, TSA and DOT.

**VIII. OTHER AGREEMENTS.** All existing MOUs and similar arrangements between DoD, TSA and DOT shall remain in force to the extent that they do not conflict with the provisions of this MOU.

**IX. MODIFICATION AND REVIEW.** This agreement may be modified upon the mutual written consent of the parties. The parties agree to conduct a formal review of this MOU at least every 5 years.

**X. SEVERABILITY.** Nothing in this MOU, or the annexes, is intended to conflict with current laws or regulations or the directives of DoD, TSA and DOT or any other Executive Department. If any terms of this MOU or any of its annexes, are inconsistent with such authority, then that term shall be invalid but the remaining terms and conditions shall remain in full force and effect.

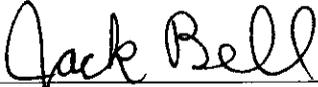
**XI. RIGHTS AND BENEFITS.** Nothing in this MOU is intended to diminish or otherwise affect the authority of any agency to carry out its statutory, regulatory, or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies or officers, state agencies, or officers carrying out programs authorized under federal law, or any other person.

**XII. EFFECTIVE DATE.** This agreement will become effective on the date of the last signature.

**APPROVED BY:**

See attached list of signatories.

**FOR THE DEPARTMENT OF DEFENSE:**



\_\_\_\_\_  
Jack Bell  
Deputy Under Secretary of Defense  
Logistics and Materiel Readiness

6-16-08

(Date)

**FOR THE TRANSPORTATION SECURITY ADMINISTRATION:**



\_\_\_\_\_  
Kip Hawley  
Assistant Secretary/Administrator  
Transportation Security Administration

6-25-08

(Date)

**FOR THE DEPARTMENT OF TRANSPORTATION**



\_\_\_\_\_  
Robert A. Sturgell  
Acting Administrator  
Federal Aviation Administration

JUL 16 2008

(Date)

## ANNEX A

### Security Procedures and Requirements for Members of the Armed Forces and Certain DoD Civilians and Contractor Personnel Seeking Access to Sterile Areas of TSA-Regulated Airports in Accordance with this MOU

**PREFACE:** To achieve the purposes of this MOU, the parties agree to perform their respective responsibilities as provided below with respect to the transfer of members of the armed forces and DoD civilian and contractor personnel identified in Section IV of the MOU.

#### **1. DoD agrees to:**

A. Implement the procedures specified below to screen members of the armed forces and DoD civilian and contractor personnel identified in Section IV and their accessible property and baggage before the aircraft transporting these personnel departs from its last point of departure from an overseas military terminal to the United States or its point of departure from a military terminal within the United States before landing at a United States commercial airport from which the military, DoD civilian and contractor personnel will be transported overseas. Note: DoD screening procedures only apply when the aircraft departs a military terminal; aircraft departures from commercial terminals will be screened by TSA officials in the United States and by TSA-equivalent security personnel at commercial terminals in foreign countries.

1. Perform screening in a comparable manner and with comparable equipment as TSA uses to screen individuals entering the sterile area. When comparable equipment is not available, a 100% physical inspection of all baggage shall be performed.
2. Prohibit passengers from carrying on an aircraft, either on their person or in accessible baggage, any item that is included in TSA's Prohibited Items list with the exception of firearms that have been rendered inoperable. All firearms stowed in the aircraft cabin will be rendered inoperable in the same manner so no firearm can be made useable from parts of another firearm. All parts removed from firearms will be stowed in a manner to prevent access.
3. Implement procedures necessary to ensure that passengers do not carry firearms into the sterile area of an airport. The troop commander will be required to issue the following instructions and ensure that they are implemented:
  - a. Instruct all passengers to leave firearms on board and in the cabin of the aircraft.
  - b. Designate, as a minimum, two personnel as weapons monitors for each exit being used in the cabin of the aircraft. Post the weapons monitors at each exit of the aircraft and instruct them to ensure firearms remain on board.
  - c. Instruct weapons monitors to maintain visual surveillance of all ground support personnel performing catering, cleaning and maintenance services.
  - d. Instruct weapons monitors to deny unauthorized access to firearms in the cabin.
  - e. Do not release weapons monitors until all passengers have re-boarded and the cabin crew has secured all exits of the aircraft.

B. Include in the contracts between DoD and private charter operators a provision requiring them to notify the airport operator and the TSA Federal Security Director assigned to the airport of their intent to allow passengers to deplane into an airport sterile area at least 24 hours prior to the time the charter

operator expects the aircraft to land at the airport. In emergency situations or when an unplanned or unanticipated landing is necessary, the private charter operator shall notify as soon as practicable the parties listed in Annex B of this MOU in addition to the airport operator and TSA Federal Security Director.

C. Assign personnel to perform the specific responsibilities described in Section 1A above of this Annex.

D. Train DoD personnel performing screening of passengers and accessible baggage to conduct screening in accordance with TSA standards.

E. Train DoD weapons monitors to ensure that no firearms will be carried into a sterile area.

F. Provide guidance to DoD personnel on their responsibilities for complying with the established screening standards and security requirements for passenger screening, articles permitted in carry-on bags, and other articles assigned to and in their possession.

G. Conduct an annual review of the procedures established by this MOU.

H. Establish procedures to ensure travelers are aware that they must comply with all TSA protocols at TSA screening sites, including:

1. Having in their possession and presenting valid documents such as a DoD photo identification card and travel document to reenter through the TSA screening into a sterile gate area.
2. Requiring family members to obtain gate passes if they wish to gain entry to sterile areas.

## **2. TSA agrees to:**

A. Approve any necessary security plan alternative procedures for DoD-contracted private charter operators consistent with this MOU.

B. Provide guidance to TSA personnel on their responsibilities for complying with this MOU.

C. Provide training materials, and other assistance and guidance to DoD with respect to DoD and TSA responsibilities under this MOU, if requested by DoD.

## **3. DOT agrees to:**

A. Through the Federal Aviation Administration (FAA), provide information regarding this MOU to appropriate personnel within the air traffic and airport communities of interest.

## ANNEX B

### **Listing of Organizational Points of Contact for Emergency Situations**

**PREFACE:** The points of contact listed below will be immediately notified during any situation that requires communication among the parties identified in this MOU to resolve a potential hardship to the traveler. This listing does not replace or substitute the civil aviation protocols requiring commercial carriers to coordinate delays, landing requests, passenger deplaning, airport services, etc. with appropriate airport and government agencies.

#### **Department of Defense:**

Headquarters, United States Transportation Command (USTRANSCOM)  
Deployment and Distribution Operations Center (DDOC)  
Telephone: 1-866-622-2875 or 1-618-229-1005  
E-mail: [ustc-ddocchief@ustranscom.mil](mailto:ustc-ddocchief@ustranscom.mil)

#### **Transportation Security Administration:**

Transportation Security Operations Center (TSOC)  
Attention: TSOC Watch Officer  
Telephone: 1-866-655-7023  
E-mail: [TSOC.ST@dhs.gov](mailto:TSOC.ST@dhs.gov)

#### **Department of Transportation:**

Federal Aviation Administration Washington Operations Center  
Telephone: 202-267-3333